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Homeowner Policy



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AGREEMENT

We will provide the insurance described in this policy, which includes the Declarations and attached endorsements or schedules, in return for the premium and fees, and compliance with all applicable provisions of this policy.

The applicable limits of liability and optional coverages you selected are shown on the Declarations.

We may increase the amount of coverage shown on the Declarations to reflect current costs and values when reconstruction cost estimates are conducted, to reflect the most recent index shown on the Declarations, or when the policy renews. In the event of loss, we may increase the amount of coverage shown on the Declarations to reflect the most recent index. We will compare the latest available index to the index as of the effective date of this policy. We will adjust the limit of liability by the percentage change in the index. The premium for this policy at the next anniversary date shall be for the adjusted limits of liability.

The premium for the coverage provided by this policy and attached endorsements is based on information in our possession. Any change or correction in this information will allow us to make an adjustment of the premium.

Any part of this policy that may be in conflict with statutes of the state in which this policy is issued is hereby amended to conform.

DEFINITIONS

A. "We", "us" and "our" refer to the Company providing this insurance.

B. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations;
2. The spouse if a resident of the same household;
3. The civil partner of the named insured by Civil Union or Registered Domestic Partnership filed and recognized by the state if a resident of the same household; or
4. A "Domestic partner".

If the spouse or civil partner who has entered into a Civil Union or Registered Domestic Partnership with the named insured ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse or civil partner will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's or civil partner's change of residency;
2. The effective date of another policy listing the spouse or civil partner as a named insured; or
3. The end of the policy period.

C. In addition, certain words and phrases are defined as follows:

1. "Actual Cash Value" means the amount it would cost to repair or replace covered property with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.
2. "Aircraft 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 machine or device capable of atmospheric flight, except model airplanes;
 - (2) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
 - (3) Motor vehicle means a "motor vehicle" as defined in **9.** below.
 - 3. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results. "Bodily injury" does not include emotional distress, mental anguish, humiliation, mental distress or injury, or any similar injury unless the direct result of bodily harm.
 - 4. "Business" means:
 - a. A trade, profession or occupation, including self-employment, 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) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (2) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (3) The rendering of home day care services to a relative of an "insured".
 - 5. "Domestic partner" means a person living with you and sharing a common domestic life and whose relationship resembles a mutually exclusive partnership such as that of a marriage, and who:
 - a. Is at least 18 years of age and capable of entering into a legal contract;
 - b. Is not a relative; and
 - c. Shares with you financial interdependence and common residence.
Evidence of such includes, but is not limited to:
 - (1) Joint domestic responsibility for the maintenance of the household;
 - (2) Having joint financial obligations, resources or assets;
 - (3) Documents such as a driver's license, tax returns or bills showing a common address for both parties;
 - (4) Both parties receiving mail at the same address; or
 - (5) A declaration of domestic partnership with that person or similar declaration about that person with an employer or government entity.

A "domestic partner" does not include more than one person, a roommate or housemate whether sharing expenses equally or not, or one who pays rent to you.
 - 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. "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 your care or the care of a resident of your household who is your relative;
 - 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 resident of your household who is your relative;
 - 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 that are owned by you or any person described in **7.a.** or **b.** "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 the employ of any person described in **7.a.** or **b.**; or
 - (b) Other persons using the vehicle on an "insured location" with your consent.
- 8. "Insured location" means:
 - a. The "residence premises";
 - 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 farm land, 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.
- 9. "Motor vehicle" means:
 - a. A motorized land vehicle or conveyance, including motorized bicycles or mopeds, designed for travel on public roads or subject to motor vehicle registration;
 - b. A trailer or semitrailer designed for travel on public roads and subject to motor vehicle registration; or
 - c. Any vehicle while being towed by or carried on a vehicle defined in **9.a.** or **b.**
- 10. "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".
11. "Professional services" means "bodily injury", "property damage", or, if added by endorsement, "personal injury" due to the rendering or failure to render any "professional service". This includes but is not limited to:
- a. Legal, accounting or advertising services;
 - b. Preparing, approving, or failing to prepare or approve:
 - (1) Maps;
 - (2) Drawings;
 - (3) Options;
 - (4) Reports;
 - (5) Surveys;
 - (6) Change orders;
 - (7) Designs; or
 - (8) Specifications;
 - c. Supervisory, inspection, engineering or architectural services;
 - d. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
 - e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, personal grooming or tattooing;
 - f. Optometry or optical or hearing aid services, including but not limited to the prescribing, preparing, fitting, demonstrating or distributing of ophthalmic lenses and similar products or hearing aid services;
 - g. Body piercing services;
 - h. Pharmacological services; and
 - i. Any other health or therapeutic service, treatment, advice or instruction.
12. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
13. "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 premises", including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured".
14. "Residence premises" means:
- a. The one-family dwelling where you reside;
 - b. The two-, three- or four-family dwelling, where you reside in at least one of the family units; or
 - c. That part of any other building where you reside;
- on the inception date of the policy period shown in the Declarations and which is shown as the "residence premises" in the Declarations.
- "Residence premises" also includes other structures and grounds at that location.



SECTION I — PROPERTY COVERAGES

A. Coverage A — Dwelling

1. We cover:

- a.** The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
- b.** Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

2. We do not cover land, including land on which the dwelling is located, or the replacement, rebuilding, restoration, stabilization or value of such land.

B. Coverage B — Other Structures

1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

2. We do not cover:

- a.** Land, including land on which the other structures are located, or the replacement, rebuilding, restoration, stabilization or value of such land;
- 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. The limit of liability for this coverage is stated in the Declarations and will not be less than 10% of the limit of liability that applies to Coverage A. 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 "residence premises" occupied by an "insured";
- b.** A guest while the property is in any residence occupied by an "insured"; or
- c.** A "residence employee" while the property:
 - (1)** Is in any residence occupied by an "insured"; or
 - (2)** Is in the physical custody of that employee and that employee is engaged in the service of an "insured".

2. Limit For Property At Other Locations

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", 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 "residence premises" because it is:



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- (1) Being repaired, renovated or rebuilt; and
- (2) Not fit to live in or store property in; or
- b. In a newly acquired principal residence 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 and gold-plated ware, silver other than silverware and silver-plated ware, platinum and coins.
- b. \$2,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, 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. \$2,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$2,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$2,500 for loss by theft of jewelry, watches, furs, and precious and semiprecious stones.
- f. \$2,500 for loss by theft of firearms and related equipment.
- g. \$500 on "business" property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".

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" or all other motorized land conveyances.

This includes electronic apparatus used to transmit, record, receive or reproduce sound, and that is designed to be operated solely by use of the power from the electrical system of "motor vehicles" or all other motorized land conveyances.

(1) Electronic apparatus includes:

- (a) Accessories or antennas; or
- (b) Tapes, wires, records, discs or other media;
for use with any electronic apparatus.

The exclusion of property described above applies only while the property is in or upon the vehicle or conveyance.

(2) We do cover vehicles or conveyances not subject to motor vehicle registration which are:



- (a) Used to service a residence; or
- (b) Designed to assist the handicapped;
- d. Aircraft, including any parts whether or not attached to the aircraft;
- e. Property of roomers, boarders and other tenants, except property at the "residence premises" of roomers and boarders related to an "insured";
- f. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in **E.9. Landlord's Furnishings** under **Section I — Property Coverages**;
- g. Property rented or held for rental to others off the "residence premises";
- h. "Business" property:
 - (1) In storage, or held as a sample or for sale or delivery after sale;
 - (2) Pertaining to a "business" actually conducted on the "residence premises"; or
 - (3) Away from the "residence premises" except as provided in **C.3.g.**; or
- i. 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. Fair Rental Value** and **3. 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. Payment will not exceed the actual loss sustained.

2. Fair Rental Value

If a loss covered under **Section I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises. Payment will not exceed the actual loss sustained.

3. 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 in this Policy, we cover the loss as provided in **1. Additional Living Expense** and **2. Fair Rental Value** above for no more than two weeks.

4. 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. Fair Rental Value** and **3. Civil Authority Prohibits Use** above are not limited by expiration of this policy.

E. Additional Coverages

These additional coverages are subject to the policy deductible except as noted. In no event will the deductible be applied more than once to any one loss.



1. Debris Removal

- a.** We will pay the reasonable expense incurred by you in the removal of debris of covered property provided coverage is afforded for the peril causing the loss. Debris removal expense is included in the limit of liability applying to the damaged property. We will also pay the reasonable expense for removal of fallen trees which cause damage to covered property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5% of that limit of liability will be available to cover debris removal expense.
- b.** We will also pay your reasonable incurred expense, up to \$1,000, for the removal from the "residence premises" of:
 - (1)** Your trees felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
 - (2)** A neighbor's trees felled by a Peril Insured Against under Coverage **C**.The \$1,000 limit is the most we will pay in any one loss, regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

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 **C.4.** under Section **I** — Conditions.

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence 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;
- g.** Theft; or
- h.** Collapse of a building.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant.

We do not cover trees, shrubs, plants or lawns grown for "business" purposes.

This coverage is additional insurance.



4. Fire Department Service Charge

- a.** We will pay up to \$1,000 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.
- b.** If the fire department service charge is not covered under the terms of Paragraph **a.**, then the following applies:

We will pay up to \$250 for your liability assumed for fire department charges incurred when a volunteer fire department is called in to save or protect covered property from a Peril Insured Against.

This Additional Coverage applies to your liability for service charges billed to you by a volunteer fire department, provided that:

- (1)** The volunteer fire department is not fully funded by real estate taxes or other property taxes; and
- (2)** The charge is not made pursuant to a contract for service outside the volunteer fire department's fire protection district, city or municipality.

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 a premises endangered by a Peril Insured Against and for no more than 30 days while removed. After 30 days the property is covered for direct loss only from a Peril Insured Against named under Coverage **C**.

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 a group(s) of persons or in which any one person is concerned or implicated is considered to be one loss. This is regardless of the period of time over which the act occurs.

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



- ## 7. Loss Assessment

- This coverage is excess over other valid and collectible insurance covering the corporation or association of property owners.

(1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;



- (2) The breakage of glass or safety glazing material which is part of a covered building, 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 building, 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 "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A dwelling being constructed is not considered vacant.
- c.** This coverage does not increase the limit of liability that applies to the damaged property.

9. Landlord's Furnishings

We will pay up to the coverage limit shown on the Declarations for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage **C**, other than Theft.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

This coverage does not increase the limit of liability applying to the damaged property.

This coverage is excess over other valid and collectible insurance.

10. Ordinance Or Law

- a.** The amount of ordinance or law coverage is shown on the Declarations. It is a percentage of the limit of liability that applies to Coverage **A** — Dwelling and provides coverage 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 building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building 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 building or other structure due to the requirements of any ordinance or law;
 - (2) The costs to comply with any ordinance or law which requires any "insured" or others to replace, repair, regrade, remove, stabilize, change the contour of, or



otherwise alter land, unless under or immediately surrounding the damaged building structure; or

- (3) 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 building 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.

The damaged or destroyed building structure must be repaired or replaced at the "residence premises".

This coverage is additional insurance.

11. Grave Markers

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.

12. Refrigerated Property

If a power interruption occurs off the "residence premises", we will pay up to a maximum of \$500 for loss of contents in a freezer or refrigerator due to temperature changes. You must use all reasonable means to protect the covered property from damage or this coverage is void.

All Refrigerated Property losses covered under this provision are subject to a \$500 deductible. However, if the same event results in additional covered loss under Section I — Property Coverages, and that loss is also subject to a deductible, the largest deductible applicable shall apply once to all covered losses.

SECTION I — PERILS INSURED AGAINST

A. Coverage A — Dwelling And Coverage B — Other Structures

1. We insure against direct physical loss to property described in Coverages A and B.
2. We do not insure, however, for loss:
 - a. Excluded under Section I — Exclusions;
 - b. 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 exclusion applies only while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:
 - (a) Maintain heat in the building; or
 - (b) Shut off the water supply and drain all systems and appliances of water;
 - (2) Freezing, thawing, pressure or weight of water, snow or ice, whether driven by wind or not, to a:
 - (a) Fence, pavement, patio or swimming pool;
 - (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure;
 - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (d) Pier, wharf or dock;



- (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (5) Continuous or repeated seepage or leakage of water or steam over a period of weeks, months or years from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or a household appliance that results in deterioration or rust.

Continuous or repeated seepage or leakage of water from within or around any shower stall, shower tub, tub installation or other plumbing fixture, including its walls, ceilings or floors, is also excluded.

If loss caused by water or steam is not otherwise excluded, we will cover the cost of tearing out and replacing any part of the building necessary to repair or replace the system or appliance. We do not cover loss to the system or appliance from which the water or steam escaped;

- (6) Any of the following:
 - (a) Wear and tear, 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, mold, wet or dry rot;
 - (d) Smoke from agricultural 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) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;
 - (g) Birds, rodents or insects; or
 - (h) Animals owned or kept by an "insured".

Exception To b.(6)

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 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 building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

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.



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Section **I** — Exclusion **A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **b.(6)** above.

Under **2.b.** above, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

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 building.

This limitation does not apply to rowboats and canoes on the "residence premises".

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building 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 model or hobby aircraft, self-propelled missiles and spacecraft.

6. Vehicles

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 or industrial operations.

8. Vandalism Or Malicious Mischief

This peril does not include loss to property on the "residence premises" if the dwelling has been vacant for more than 30 consecutive days before the loss. A dwelling under construction is not considered vacant.

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 dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

(3) From the "residence premises" while the portion of the "residence premises" customarily occupied exclusively by an "insured" is rented to others:

(a) Caused by a tenant, members of the tenant's household, or the tenant's employees;

(b) Of money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum and coins;



- (c) Of securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets and stamps;
- (d) Of jewelry, watches, furs, and precious and semiprecious stones; or
- (4) That occurs off the "residence premises" of:
 - (a) Trailers, semitrailers 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 90 days immediately before the loss.

10. Falling Objects

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building 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 a building.

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, steam or moisture escaped;
 - (2) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing; or
 - (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises".
- c. In this peril, 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.
- d. Section I — Exclusion A.3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

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

This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance. This peril does not include loss on the residence premises while unoccupied, vacant or under construction, unless you have used reasonable care to:

- a. Maintain heat in the building; or



b. Shut off the water supply and drain all systems and appliances of water.

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 Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

17. Collapse Of A Building Or Any Part Of A Building

This peril does not include settling, cracking, shrinking, bulging or expansion.

SECTION I — EXCLUSIONS

A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. 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, meaning enforcement of any ordinance or law regulating the construction, demolition, remodeling, renovation or repair of a building or other structure. This Exclusion does not apply to the amount of coverage that may be provided in **E.10. Ordinance Or Law** under **Section I — Property Coverages**;

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.

This Exclusion **A.2.** applies regardless of whether any of the above, in **A.2.a.** through **A.2.d.**, is caused by an act of nature or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in **A.2.a.** through **A.2.d.**, is covered.

3. Water

This means:

- a.** Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b.** Water which:
 - (1)** Backs up through sewers or drains from outside the dwelling's plumbing system; or
 - (2)** Overflows or is otherwise discharged from a sump, sump pump, related equipment, or other system designed to remove subsurface water from the foundation area; or
- c.** Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure.



This Exclusion **A.3.** applies regardless of whether any of the above, in **A.3.a.** through **A.3.c.**, is caused by an act of nature or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in **A.3.a.** through **A.3.c.**, is covered.

4. Power Failure

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

This Exclusion **A.4.** does not apply to the amount of coverage that may be provided in **E.13.** Refrigerated Property under Section **I** — Property Coverages.

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 or when the property is endangered by a covered peril.

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 **A.7.** pertains to Nuclear Hazard to the extent set forth in **N.** Nuclear Hazard Clause under Section **I** — Conditions.

8. Intentional Acts

Intentional Acts means loss resulting from an act committed by or at the direction of an "insured" that may reasonably be expected to result from such acts, or is the intended result from such acts. Such acts do not exclude coverage for an innocent "insured".

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.

- B.** We do not insure for loss caused by any of the following. However, any ensuing loss which is not excluded or excepted in this policy is covered.

- 1.** Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss.
- 2.** Acts or decisions, including the failure to act or decide, of any person, group, or organization.
- 3.** Faulty, inadequate or defective:
 - a.** Planning, zoning, development, surveying, siting;
 - b.** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, backfilling;
 - 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".

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. Deductible

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

With respect to any one loss:

1. Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.
2. If two or more deductibles under this policy apply to the loss, only the highest deductible amount will apply.
3. Deductibles may be stated as a specific dollar amount or as a percentage of the limit of liability for the covered property.
4. Home and Car Special Deductible. If you have a Personal Auto Policy that includes the Home and Car Special Deductible provision, and the policy is issued by an affiliated company of Nationwide Mutual Insurance Company, your deductible may be adjusted.

C. Duties After Loss

In case of a loss to covered property, you must:

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. 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;
6. 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;
 - c. Submit to examination under oath by our representatives and sign same; and
 - d. Preserve any tangible property or evidence;
7. 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 property and detailed repair estimates;
- f.** The inventory of damaged personal property described in **5.** 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.

D. Loss Settlement

In this Condition **D.**, 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.10. 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 buildings; and
 - c.** Structures that are not buildings;at "actual cash value" at the time of loss but not more than the amount required to repair or replace.
- 2.** Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:
 - a.** We will pay the cost to repair or replace, after application of 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 building;
 - (2)** The replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (3)** The necessary amount actually spent to repair or replace the damaged building.If the building is rebuilt at a new premises, the cost described in **(2)** above is limited to the cost which would have been incurred if the building had been built at the original premises.
 - b.** We will pay no more than the "actual cash value" of the damage until actual repair or replacement is complete, unless the cost to repair or replace the damage is both:
 - (1)** Less than 5% of the amount of insurance in this policy on the building; and
 - (2)** Less than \$2,500.
 - c.** You may disregard the replacement cost loss settlement provisions and make an initial claim under this policy for loss or damage to buildings on an "actual cash value" basis. You may then make claim for any additional liability according to the provisions of this Condition **D. Loss Settlement**, for the difference between the "actual cash value" and the full replacement cost of the buildings within six months of the later of:
 - (1)** The last date you received a payment for "actual cash value"; or



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- (2) The date of entry of a final order of a court of competent jurisdiction declaring your right to replacement cost.

Repair or replacement must be evidenced by the original replacement receipt, invoice or bill.

E. 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.

F. 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, except that any fees for expert witnesses or attorneys will be paid by the party who hires them.

Neither the umpire nor the appraisers will have a financial interest that is conditioned on the outcome of the specific matter for which they are called to serve.

This is not a provision providing for or requiring arbitration.

The appraisers and umpire are only authorized to determine the "actual cash value", replacement cost, or cost to repair the property that is the subject of the claim. They are not authorized to determine coverage, exclusions, conditions, forfeiture provisions, conditions precedent, or any other contractual issues that may exist between you and us. The appraisal award cannot be used by either you or us in any proceeding concerning coverage, exclusions, forfeiture provisions, conditions precedent, or other contractual issues. However, once contractual liability is admitted or determined, the appraisal award is binding upon you and us. This appraisal process and authority granted to the appraisers and the umpire can only be expanded or modified by written mutual consent signed by you and us.

If the written demand is made by us, then you shall be reimbursed by us for the reasonable cost of your appraiser and your portion of the cost of the umpire.

G. Other Insurance

If a loss covered by this policy is also covered by 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.



H. Suit Against Us

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

I. 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.

J. 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.

K. Abandonment Of Property

We need not accept any property abandoned by an "insured".

L. Mortgage Clause

The word "mortgagee" includes trustee.

1. If a mortgagee is named in this policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs **C. Duties After Loss**, **F. Appraisal**, **H. Suit Against Us** and **J. Loss Payment** under Section **I** — Conditions also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

We will mail the notice of cancellation or nonrenewal to the mortgagee in accordance with Virginia Law. We will retain a copy of the notice.
4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.



M. 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.

N. 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.

O. 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. After we have paid for a loss, we have the right to all or part of any salvageable property. We may permit you to keep the damaged property, but we will reduce the amount of the loss paid to you by the value of the retained damaged property.

P. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

Q. Policy Period

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

R. Loss Clause

Payment of loss will not reduce the amount of this insurance.

SECTION II — LIABILITY COVERAGES

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; 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. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage F — Medical Payments To Others

We will pay the reasonable and necessary medical and funeral expenses that are incurred within three years from the date of an accident causing "bodily injury". 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".

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 registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration 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) Rented to others;
 - (2) Used to carry persons or cargo for a fee or compensation; or
 - (3) 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", which means physically prepared for long-term storage;
 - b. Used to service a 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:
 - (a) On an "insured location" as defined in Definition **C.8.a., b., d., e. or h.**; or
 - (b) Off an "insured location" and the "motor vehicle" is:
 - (i) Designed as a toy vehicle for use by children under seven years of age;
 - (ii) Powered by one or more batteries; and
 - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground; 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 a golfing facility and is parked or stored there, or being used by an "insured" to:
 - (1) Play the game of golf or for other recreational or leisure activity allowed by the facility;



- (2) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
- (3) Cross public roads at designated points to access other parts of the golfing facility.

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. Rented to others;
 - b. Used to carry persons or cargo for a fee or compensation; or
 - c. 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; 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 or rented to 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 and your intent to insure it is reported to us in writing within 45 days after you acquire it; 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 it at policy inception; or
 - (ii) Your intent to insure it is reported to us in writing within 45 days after you acquire it.

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.

This exclusion does not apply to "bodily injury" or "property damage" occurring on the "residence premises".



C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. 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 or property than initially expected or intended.

However, this Exclusion **D.1.** does not apply to "bodily injury" or "property damage" 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 **D.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 **D.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) Activities normally considered non-"business". Coverage is provided for incidental "business" activities by an "insured" for baby-sitting, caddying, lawn care, newspaper delivery, and other similar activities;

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. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

7. 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

8. 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 lawful orders of a licensed health care professional.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability" and **D.4.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

E. 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 any "insured" under any:

a. Workers' compensation law;

b. Unemployment compensation;

c. Non-occupational disability law;

d. Occupational disease law;

or any similar law;

5. "Bodily injury" or "property damage" for which an "insured" under this policy:



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- a. Is also an insured under a nuclear energy liability policy, including, but not limited to, policies 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 **C.7.a.** or **b.**
 - F. 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. Unemployment compensation;
 - c. Non-occupational disability law;
 - d. Occupational disease law;or similar law;
 - 3. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;all whether controlled or uncontrolled or however caused, or 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 appeal bonds required in a suit we defend; premiums on bonds to release attachments in a suit we defend, but not for bond amounts more than the Coverage **E** limit of liability; and the cost of bail bonds required of the "insured" because of an accident arising out of the use of any vehicle covered by this Policy, not to exceed \$250 per bail bond. 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) and vacation time or other benefit loss 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 you or any other "insured".

C. Damage To Property Of Others

1. We will pay for "property damage" to property of others caused by an "insured" regardless of legal liability. We will pay up to \$1,000 per "occurrence", but not more than the lesser of the replacement cost or the cost to repair the damaged property.
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, operation, use, loading or unloading of aircraft, 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 registered for it to be used on public roads or property.

D. Loss Assessment

1. We will pay up to the Loss Assessment Coverage limit shown on the Declarations for your share of loss assessment charged against you, as owner or tenant of the "residence 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 Loss Assessment Coverage limit shown in the Declarations 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. Our total limit for the Loss Assessment Coverage under this policy shall also not exceed the limit shown in the Declarations regardless of whether the loss is covered under Section I, Section II, or both Section I and Section II, of the policy.
5. 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. You will help us by seeing that these duties are performed:

1. Give 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:
 - a. Submit to us, within 60 days after the loss, a sworn proof of loss; and
 - b. Exhibit the damaged property, if within the "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.

Any person or organization or their legal representative who has secured such judgment or written agreement against the "insured" shall be entitled to recover under this policy to the extent of the insurance afforded under this policy.

G. Bankruptcy Of An "Insured"

Bankruptcy or insolvency of an "insured" or an insured's estate will not relieve us of our obligations under this policy.

H. Other Insurance

If a loss covered by this Policy is also covered by 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. However, with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle or watercraft to which this Policy applies, this insurance under Coverage E — Personal Liability shall be excess over any other valid and collectible insurance available to the "insured".

This condition does not apply to Coverage F — Medical Payments To Others coverage.

I. Policy Period

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

SECTIONS I AND II — CONDITIONS

A. Liberalization Clause

If we adopt any revision which would broaden the coverage under this Policy without additional premium, the broadened coverage will immediately apply to this Policy.

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 of our rights.



C. Concealment Or Fraud

1. This policy is void as to all "insureds" if you or any other "insured" has intentionally concealed or misrepresented any material fact or circumstance which would have caused us not to issue or renew this policy, or caused us to issue or renew this policy at a higher premium.
2. This policy does not provide coverage for all "insureds" if you or any other "insured", either before or after a loss, has:
 - a. Intentionally concealed or misrepresented any material fact or circumstance; or
 - b. Committed any fraud or made false statements relating to such loss.

D. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know orally or in writing of the future date cancellation is to take effect.
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, stating the reasons for cancellation, may be delivered to you, or mailed to you at your mailing address shown in the Declarations. We will mail the cancellation notice to you in accordance with Virginia Law. We will retain a copy of the notice. 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 90 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - c. When this policy has been in effect for 90 days or more, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:
 - (1) Conviction of a crime arising out of acts increasing the probability that a peril insured against will occur;
 - (2) Discovery of fraud or material misrepresentation;
 - (3) Willful or reckless acts or omissions increasing the probability that a peril insured against will occur as determined from a physical inspection of the insured premises;
 - (4) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises;
 - (5) Foreclosure efforts by the secured party against the subject property covered by the Policy that have resulted in the sale of the property by a trustee under a deed of trust as duly recorded in the land title records of the jurisdiction in which the property is located; or
 - (6) Any other reason permitted by Virginia law.This can be done by letting you know at least 30 days before the date cancellation takes effect.
3. When this policy is canceled, 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 within a reasonable time after the date cancellation takes effect.



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E. Renewal

This policy is written for a specific policy period as shown in the Declarations. We may renew it for successive policy periods subject to the following conditions:

1. Renewal will be in accordance with the policy forms, rules, rates and rating plan in use by us at the time.
2. All premiums, premium installment payments and fees must be paid when due.
3. Prior to the expiration of a policy period for which premium has been paid, we will mail a notice to the named insured for the premium required to renew or maintain the policy in effect. We will mail this notice to the address last known to us.

F. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. We will mail the nonrenewal notice to you in accordance with Virginia Law. We will retain a copy of the notice. Proof of mailing will be sufficient proof of notice. For nonpayment of renewal premium, coverage will terminate without notice at the end of the last policy period for which premium was paid.

If this Policy is written for a policy period of less than one year, we agree that we will not refuse to renew except as of the expiration of a policy period which coincides with the end of an annual period commencing with its original effective date.

G. Assignment

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

H. Subrogation

When we have paid you for a loss covered under this policy and you also receive payment for the same loss from another person, entity or organization, the amount received will be held by you in trust for us and reimbursed to us to the extent of our payment.

An "insured" may, before loss occurs, waive in writing all rights of recovery against any person. The "insured" will provide us with proof of the waiver, when requested by us. If not waived, when we pay a loss, an "insured's" right to recover from someone else is assigned to us up to the amount we paid. An "insured" must protect these rights and help us enforce them.

Subrogation does not apply to Coverage **F** or Paragraph **C**. Damage To Property Of Others under Section II — Additional Coverages.

I. Death

If you die, the following applies:

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.

J. Dividends

The first named insured shown in the Declarations is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.



K. Optional Payment Of Premium In Installments

The premium for this policy may be paid in installments, under terms and conditions approved where required by the Department of Insurance. For each separate installment payment there may be an installment service charge.

L. Non-sufficient Funds Charge And Late Fees

The company reserves the right to impose a fee for:

1. Any premium that is unable to be processed due to non-sufficient funds, or if there are non-sufficient funds in an account that is being utilized for electronic funds transfer (EFT) payments.
2. Any reinstatement of the policy if premium payment is received after the cancellation date.

This is under the terms and conditions approved where required by the Department of Insurance.

M. Interest Rate

If a court determines that interest on a judgment, decree, or order for the payment of money is required by law on amounts due and payable under the policy to an "insured", or if it is otherwise determined by us that you are entitled to interest on a payment from us, it will be paid at a rate of two percent per annum, unless another rate is required by law.

N. Applicable Contract Law

The contract law of the state where the policy was issued governs the interpretation of this contract, except for the Mutual Policy Conditions, which shall be governed by the insuring company's state of domicile.

O. Additional Insured Non-occupant

An additional insured may be named in the Declarations. Definition **C.7.** which defines "insured" is extended to include the person or organization named as an additional insured, but only with respect to:

1. Coverage **A** — Dwelling and Coverage **B** — Other Structures; and
2. Coverage **E** — Personal Liability and Coverage **F** — Medical Payments To Others but only with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance, or use of the "residence premises".

This coverage does not apply to "bodily injury" to an "employee", "residence employee" or a temporary employee furnished to the "insured" to substitute for a permanent "residence employee" arising out of or in the course of the employee's employment by the person or organization.

If we decide to cancel or not to renew this policy, the person or organization named in the Declarations will be notified in writing.

This provision does not increase the amount of insurance.

P. Modification Of Terms

The terms of this Policy are amended to conform to the statutes, rules and regulations of the state where this Policy is issued whenever the terms of this Policy are less favorable to the "insured".



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MUTUAL POLICY CONDITIONS

The following provisions are applicable only to policies issued by Nationwide Mutual Insurance Company or Nationwide Mutual Fire Insurance Company.

Nationwide Mutual Insurance Company

Mutual Policy Conditions — If this policy is issued by Nationwide Mutual Insurance Company, the first named insured is a member of the Company while this policy or any other policy issued by the Company is in force. While a member, the first named insured is entitled to one vote only — regardless of the number of policies issued by the Company to the first named insured — either in person or by proxy at any meeting of the members of the Company.

The annual meeting of members of Nationwide Mutual Insurance Company will be held at the Company's home office in Columbus, Ohio, at 10:00 a.m. (Eastern) on the first Thursday of April. If the Board of Directors of the Company should elect to change the time or place of such meeting, the Company will mail notice of the change to the member at the address last known to it. The Company will mail this notice at least 10 days in advance of the meeting date.

Nationwide Mutual Fire Insurance Company

Mutual Policy Conditions — If this policy is issued by Nationwide Mutual Fire Insurance Company, the first named insured is a member of the Company while this policy or any other policy issued by the Company is in force. While a member, the first named insured is entitled to one vote only — regardless of the number of policies issued by the Company to the first named insured — either in person or by proxy at any meeting of the members of the Company.

The annual meeting of members of Nationwide Mutual Fire Insurance Company will be held at the Company's home office in Columbus, Ohio, at 9:30 a.m. (Eastern) on the first Thursday of April. If the Board of Directors of the Company should elect to change the time or place of such meeting, the Company will mail notice of the change to the member at the address last known to it. The Company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning it is not subject to any assessment beyond the premiums required for each policy term.



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IN WITNESS WHEREOF: The company listed in the Declarations has caused this policy to be signed and countersigned as may be required by a duly authorized representative of the company.

Mark Bowen

President

ALLIED Property and Casualty Insurance Company
AMCO Insurance Company
Colonial County Mutual Insurance Company
Harleysville Insurance Company of New Jersey
Nationwide Affinity Insurance Company of America
Nationwide Assurance Company
Nationwide General Insurance Company
Nationwide Insurance Company of America
Nationwide Mutual Fire Insurance Company
Nationwide Mutual Insurance Company
Nationwide Property and Casualty Insurance Company
Titan Insurance Company

Denise Styer

Secretary

ALLIED Property and Casualty Insurance Company
AMCO Insurance Company
Colonial County Mutual Insurance Company
Crestbrook Insurance Company
Depositors Insurance Company
Harleysville Insurance Company of New Jersey
Nationwide Affinity Insurance Company of America
Nationwide Agribusiness Insurance Company
Nationwide Assurance Company
Nationwide General Insurance Company
Nationwide Insurance Company of America
Nationwide Mutual Fire Insurance Company
Nationwide Mutual Insurance Company
Nationwide Property and Casualty Insurance Company
Titan Insurance Company

Amy Stone

President

Depositors Insurance Company

David R. Fyfe

President

Nationwide Agribusiness Insurance Company

FI VAE

President

Crestbrook Insurance Company

