



State Farm General Insurance Company
A Stock Company With Home Offices in Bloomington, Illinois

900 Old River Rd
Bakersfield, CA 93311-9501

Named Insured

AT2

001318 0046

K-12-0402-FAD3

H F

SALES, JOHN & ANDERSON,
TIFFANY
1900 LAKESHORE DR
LODI CA 95242-4232



ST-2C
0105-2024

DECLARATIONS PAGE

Policy Number 55-CV-S600-9

| Policy Period | Effective Date | Expiration Date |
|---------------|----------------|-----------------|
| 12 Months | OCT 23 2015 | OCT 23 2016 |

The policy period begins and ends at 12:01 am standard time at the residence premises.

RENTERS POLICY

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Location of Residence Premises
Same as Insured's Address

This policy does not provide coverage for loss by earthquake

Coverages & Property**SECTION I****Limits of Liability**

Inflation Coverage Index: 238.7
Deductibles - Section I

All Losses \$ 500

☐ **Personal Property**
Loss of Use

\$ 40,000
Actual Loss
Sustained

SECTION II

L **Personal Liability**
(Each Occurrence)
Damage to Property
of Others
M **Medical Payments to**
Others (Each Person)

\$ 100,000

\$ 500

\$ 1,000

In case of loss under this policy, the deductibles will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.

Loss Settlement Provision (See Policy)

B1 Limited Replacement Cost - Coverage B

Forms, Options, & Endorsements
Renters Policy
Renters Policy Endorsement
Amendatory Endorsement Renters

FP-7954.CA
FE-3424
FE-2341

Policy Premium

\$ 237.00

Discounts Applied:
Home Alert
Claim Record

Other limits and exclusions may apply - refer to your policy

**Your policy consists of this page, any endorsements
the policy form. Please keep these together.**

FP-7018C

3564 251 I

JON RADER
209-224-8885

FE-3424 RENTERS POLICY ENDORSEMENT (California)

When used in the provisions of this policy or any endorsement attached to this policy, the word "spouse" is replaced with "spouse or registered domestic partner under California law".

DEFINITIONS

Definitions 6. and 7. are replaced by the following:

6. "motor vehicle", when used in Section II of this policy, means:

- a. a land motor vehicle designed for travel on public roads or subject to motor vehicle registration;
- b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
- c. a "recreational vehicle" while off an insured location. "Recreational vehicle" means a motorized vehicle designed for recreation principally off public roads that is owned or leased by an insured. This includes, but is not limited to, a motorized all terrain vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike and personal assistive mobility device. "Leased" does not include temporary rental;
- d. a "locomotive" while off an insured location. "Locomotive" means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an insured. "Leased" does not include temporary rental;
- e. a bulldozer, track loader, backhoe, high-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle or road building vehicle that is owned or leased by an insured while off an insured location. "Leased" does not include temporary rental; and
- f. any vehicle while being towed or pushed by or carried on a vehicle included in a., b., c., d. or e.

The following are not motor vehicles:

- a. a boat, camp, home or utility trailer not being towed or pushed by or carried on a vehicle included in a., b., c., d. or e. above;
- b. a motorized land vehicle in dead storage on an insured location;
- c. a motorized golf cart while used for golfing purposes;

d. a motorized vehicle or trailer designed to assist the handicapped that is not designed for travel on public roads or subject to motor vehicle registration; or

e. a commercially manufactured 2, 3 or 4 wheeled personal conveyance powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.

7. "occurrence", when used in Section II of this policy, means an accident, including exposure to conditions, which first results in:

- a. bodily injury; or
- b. property damage;

during the policy period. All bodily injury and property damage resulting from one accident, series of related accidents or from continuous and repeated exposure to the same general conditions is considered to be one occurrence.

Definitions 11. and 12. are added:

11. "fungus" means any type or form of fungi, including mold, mildew, mycotoxins, spores, scents or by-products produced or released by fungi.

12. "State Farm Companies" means one or more of the following:

- a. State Farm Mutual Automobile Insurance Company;
- b. State Farm Fire and Casualty Company; and
- c. subsidiaries or affiliates of either a. or b. above.

SECTION I - COVERAGES

COVERAGE B - PERSONAL PROPERTY

Special Limits of Liability is replaced by the following:

Special Limits of Liability. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on money, coins and medals, including any of these that are a part of a collection, bank notes, bullion, gold other than goldware, silver other than silverware and platinum;
- b. \$1,500 on property used or intended for use in a business, including merchandise held as samples or for sale or for delivery after sale, while on the residence premises. This coverage is limited to

COVERAGE C – LOSS OF USE

Item 3., **Prohibited Use**, is replaced by the following:

3. **Prohibited Use.** We cover Additional Living Expense and Fair Rental Value, for a continuous period not to exceed two weeks, beginning when a civil authority issues an order of evacuation or prohibits your use of the **residence premises**, provided that:
- a. direct physical damage occurs to any property, other than covered property located on the **residence premises**, arising from a cause of loss that would be a Loss Insured under this policy if the damage had occurred to property on the **residence premises**;
 - b. the **residence premises** is within one mile of property damaged by a cause of loss identified in 3.a. above; and
 - c. the action of the civil authority is taken in response to:
 - (1) dangerous physical conditions resulting from the continuation of the cause of loss identified in 3.a. above;
 - (2) dangerous physical conditions resulting from the damage caused by the cause of loss identified in 3.a. above; or
 - (3) the need to gain free access to property damaged by the cause of loss identified in 3.a. above.

We do not cover loss or expense due to cancellation of a lease or agreement.

The following new section is added under **SECTION I – COVERAGES**:

SECTION I – PROPERTY SUBJECT TO LIMITATIONS

We will not pay more than a total of \$5,000 for all loss by **fungus** to **COVERAGE B – PERSONAL PROPERTY** caused by or directly resulting from a peril described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**.

Regardless of the number of property items insured, this single \$5,000 limit of insurance is the most we will pay for loss in any one occurrence for all Section I coverages and **OPTIONAL POLICY PROVISIONS** combined. This limitation applies to loss to all insured property, including all costs or expenses for:

- a. any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the described premises or location of the rebuilding, repair or replacement of that property, by **fungus**;
- b. any remediation of **fungus**, including the cost or expense to:

- (1) remove or clean the **fungus** from covered property or to repair, restore or replace that property;
- (2) tear out and replace any part of the building or other property as needed to gain access to the **fungus**;
- (3) contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the **fungus**; or
- (4) remove any property to protect it from the presence of or exposure to **fungus**;
- c. the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of **fungus**, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

SECTION I – ADDITIONAL COVERAGES

Items 1., 3. and 12. are replaced by the following:

1. **Debris Removal.** We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property.

When the amount payable for the property damage plus the debris removal exceeds the limit for the damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to Additional Coverage, item 3. **Trees, Shrubs and Landscaping**.

3. **Trees, Shrubs and Landscaping.** We cover outdoor:

- a. trees, shrubs, live or artificial plants, and lawns;
- b. artificial grass; and
- c. hardscape property used for aesthetic purposes not permanently affixed to realty;

on the **residence premises**, for direct loss caused by the following: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles (not owned or operated by a resident of the **residence premises**), Vandalism or malicious mischief or Theft.

The limit for this coverage, including the removal of debris, shall not exceed 10% of the amount shown in the **Declarations** for **COVERAGE B – PERSONAL PROPERTY**. We will not pay more than \$750 for any one outdoor tree, shrub, plant or hardscape item, including debris removal expense. This coverage may increase the limit otherwise applicable. We do not cover property grown for business purposes.

- (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of **fungus**, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

However, we will pay for loss as specified under **SECTION I – PROPERTY SUBJECT TO LIMITATIONS**.

SECTION I – CONDITIONS

Item 5. is replaced by the following:

5. **Appraisal.** In case you and we shall fail to agree as to the actual cash value or the amount of loss, then, on the written request of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of the request. Where the request is accepted, the appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon the umpire, then, on your or our request, the umpire shall be selected by a judge of a court of record in the state in which the property covered is located.

Appraisal proceedings are informal unless you and we mutually agree otherwise. For purposes of this section, "informal" means that no formal discovery shall be conducted, including depositions, interrogatories, requests for admission, or other forms of formal civil discovery, no formal rules of evidence shall be applied, and no court reporter shall be used for the proceedings.

The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with us shall determine the amount of actual cash value and loss.

Each appraiser shall be paid by the party selecting him or her and the expenses of appraisal and umpire shall be paid by the parties equally.

In the event of a government-declared disaster, as defined in the Government Code, appraisal may be requested by either you or us but shall not be compelled.

SECTION II – LIABILITY COVERAGES

SECTION II – ADDITIONAL COVERAGES

Items 1.a., 1.c. and 1.d. are replaced by the following:

1. **Claim Expenses.** We pay:
- a. expenses we incur and costs taxed against an **insured** in suits we defend. Taxed costs do not include attorney fees;

- c. reasonable expenses an **insured** incurs at our request. This includes actual loss of earnings (but not loss of other income) up to \$200 per day for aiding us in the investigation or defense of claims or suits;

- d. interest the **insured** is legally liable to pay on damages payable under Coverage L above before a judgment, but only the interest on the lesser of:

- (1) that part of the damages we pay; or
- (2) the Coverage L limit; and

SECTION II – EXCLUSIONS

The following is added to item 1.:

k. any:

- (1) **bodily injury or property damage** arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **fungus** at or from any source or location; or

- (2) loss, cost or expense arising out of any:

- (a) request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of or in any way respond to or assess the effects of **fungus**; or

- (b) claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of **fungus**.

SECTION II – CONDITIONS

Item 1., **Limit of Liability**, is replaced by the following:

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is the limit for all damages from each **occurrence** for the policy period in which the **bodily injury or property damage** first occurs, regardless of the number of **insureds**, claims made or persons injured. No additional limits or coverage will be available for the **occurrence** under any additional policy periods while this policy remains in force.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense for **bodily injury** to one person as the result of one accident.

The following condition is added to item 4., **Duties of an Injured Person – Coverage M**:

- d. the injured person, or, when appropriate, someone acting on behalf of that person, shall:

**FE-2341 AMENDATORY ENDORSEMENT – RENTERS POLICY****DECLARATIONS CONTINUED**

The following is added:

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.

SECTION I AND SECTION II – CONDITIONS

Item 8. is replaced by the following:

8. Subrogation and Reimbursement.**a. Subrogation.****(1) Applicable to SECTION I – YOUR PROPERTY:**

If any insured to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That insured must do everything necessary to secure our rights and must do nothing after loss to impair them. But an insured may waive in writing before a loss all rights of recovery against any person.

(2) Applicable to SECTION II – YOUR LIABILITY:

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. An insured must do nothing after loss to impair them. At our request, an insured will bring suit or transfer those rights to us and help us enforce them.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

b. Reimbursement.

If we make payment under this policy and any insured to or for whom we make payment recovers or has recovered from another person or organization, then the insured to or for whom we make payment must:

- (1) hold in trust for us the proceeds of any recovery; and
- (2) reimburse us to the extent of our payment.

All other policy provisions apply.

FE-2341

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