



**Conifer  
Insurance  
Company**

**Primary Insured:** Araceli Hinson  
706 HONEYSUCKLE VINE DR  
ROSENBERG, TX 77469

**Type:** Renewal  
**Date:** 8/13/2023  
**Policy Number:** THV0017268  
**Policy Effective Date:** 9/27/2023  
**Policy Expiration Date:** 9/27/2024

**Reason for Change:** Issue

## HomeValue Summary

Location 1: 706 HONEYSUCKLE VINE DR ROSENBERG, TX 77469	\$1,749.00
Premium Subtotal	\$1,749.00
Policy Fee	\$50.00
Surplus Lines Tax	\$87.25
Surplus Lines Stamping Fee	\$1.35
<b>Total Policy Premium</b>	<b>\$1,887.60</b>

**All Payments by Lienholder are to be made to:**

**Conifer Insurance Company  
PO Box 72071  
Cleveland OH 44192-0002**

**This insurance is issued pursuant to the TX Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the TX Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.**

**Retail Agency:**  
Kaizen Insurance Group  
19901 Southwest Frwy.  
Ste. 205  
Sugarland TX 77479  
Phone: (281) 239-8469

**General Managing Agency:**  
Sycamore Specialty Underwriters, LLC  
3001 W. Big Beaver Rd.  
Suite 504  
Troy, MI 48084

**Surplus Lines Agent:**  
Andrew D Petcoff  
3001 W Big Beaver Rd.  
Suite 504  
Troy MI 48084

**Policy Number: THV0017268**

**Print Date: 8/13/2023**



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## HomeValue Summary

**Policy Number:** THV0017268

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### Applicable policy level forms and endorsements:

<b>Endorsement Name:</b>	<b>Premium:</b>
CICPRIV01 (05-23) Privacy Policy	\$0.00
CIHOTX1834 (10-18) Intentional Loss Exclusion	\$0.00
DP0001 (12-02) Dwelling Property 1- Basic Form	\$0.00
DP0142 (02-14) Special Provisions Property - Texas	\$0.00
SI0110 (01-15) Consumer Bill of Rights	\$0.00
SI0112 (01-15) Texas Amendatory Endorsement	\$0.00
28 TAC §1.601(a)(2)(B) Texas Complaint Notice	\$0.00
SI0120 (01-17) Metal Roof Sub Limit	\$0.00
SI0125 (12-19) Non-Structural Hail	\$0.00



**Conifer  
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## HomeValue Declarations

**Policy Number:** THV0017268

**Location 1:** 706 HONEYSUCKLE VINE DR ROSENBERG, TX 77469

### Property Coverage - Coverage provided by Conifer Insurance Company

Coverage A	Coverage B	Coverage C	Additional	Water
Dwelling	Other Structures	Personal Property	Living Expense	
\$200,000	\$20,000	\$70,000	\$20,000	\$5,000

### Coverage Type

Water	Premium
Fire	\$65.00
Extended Coverage	\$418.00
Equipment Breakdown Premium Deductible \$500	\$961.00
Additional Living Expense	\$35.00
	\$130.00
	<b>Location Premium</b>
	<b>\$1,609.00</b>

### Deductible Amount:

All Other Perils Deductible	1% / \$2,000
Wind & Hail Deductible	2% / \$4,000
Water Deductible	\$500

### First Mortgagee:

NATIONSTAR MORTGAGE LLC ISAOA  
PO BOX 7729  
SPRINGFIELD OH 45501-7729

**Loan Number :** 0687196741

### Second Mortgagee:

**Loan Number :**

### Additional Interest:

**Loan Number :**

### Guaranty Fund Nonparticipation Notice:

**This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% tax on gross premium.**

### Retail Agency:

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19901 Southwest Frwy.  
Ste. 205

### General Managing Agency:

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Sugarland TX 77479  
Phone: (281) 239-8469

Troy, MI 48084

Troy MI 48084



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**Location 1:** 706 HONEYSUCKLE VINE DR ROSENBERG, TX 77469

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**Applicable property forms and endorsements attached to this location:**

**Endorsement Name:**

CIHTXEB430221 (02-21) Equipment Breakdown Endorsement Deductible \$500  
DP0312 (12-02) Windstorm or Hail Percentage Deductible  
DP0414 (12-02) Additional Living Expense  
SI0108 (01-15) Limited Water Damage Coverage Endorsement

**Premium:**

\$35.00  
\$0.00  
\$0.00  
\$0.00

**Risk Characteristics**

Protection Class	Construction	Occupancy	County	Square Feet	Year Built	Roof Year
2	Brick	Owner	Fort Bend	1,991	2010	2019



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**Location 1:** 706 HONEYSUCKLE VINE DR ROSENBERG, TX 77469

### Liability Coverage - Coverage provided by Conifer Insurance Company

**Coverage L**  
Liability  
\$300,000

**Coverage M**  
Medical Payments to Others  
\$1,000

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Coverage Type	Premium
Coverage L – Liability	\$140.00
Coverage M – Medical Payments to Others	Included
Liability Schedule Modification Credit/Surcharge	\$0.00
<b>Premium Subtotal:</b>	<b>\$140.00</b>

### Guaranty Fund Nonparticipation Notice:

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% tax on gross premium.

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### Applicable liability forms and endorsements attached to this location:

<b>Endorsement Name:</b>	<b>Premium:</b>
DL0142 (12-12) Special Provisions - Personal Liability - Texas	\$0.00
DL2401 (12-02) Personal Liability	\$0.00
DL2542 (02-12) Special Provisions Premises Liability - Texas	\$0.00
SI0101 (01-15) Animal Liability Exclusion	\$0.00
SI0103 (01-15) Swimming Pool Liability Exclusion	\$0.00
SI0105 (01-15) Trampoline Liability Exclusion	\$0.00
SI0124 (04-15) Medical Payments	\$0.00

By: \_\_\_\_\_  
Authorized Representative

**Policy Number:** THV0017268

**Print Date:** 8/13/2023





## Conifer Holdings, Inc. and its subsidiaries Privacy Policy

This is our “**privacy notice**” to you. You have probably received similar notices from other insurance companies, banks and credit card companies. You receive these sorts of notices because Federal and state laws require your financial institutions to explain to you how they handle your “nonpublic personal information.”

“Nonpublic personal information” is personal information about you or your finances that you provide to us or we obtain when we do business with you. This information is generally private and unavailable to the general public.

When we refer to “we” or “us” we mean Conifer Holdings, Inc. and its parent, subsidiaries.

Conifer does not sell your information to anyone, we do not share your information with anyone but our own Affiliates and the persons who provide services to us when we work for you and within our Company, we communicate the need to protect your information to those who may have access to it, and we’ve established physical, electronic, and procedural safeguards to protect your information. We even protect your information after you are no longer our customer.

We may share information about you that is not publicly available. We may share this information now or in the future. We do this for several reasons: to serve you, to identify you as our customer or our former customer, to process your policy and requests quickly, to pay your claim and to develop products we believe you will want and use. The information about you that we collect and where it comes from varies depending on how we are serving you.

*Information from you – when submitting your application or requesting an insurance quote, you may give us information such as your name, address, telephone number, birth date, driver’s license number, and social security number.*

*Information about your transactions – we may keep information about our transactions with us, such as the products you purchase from us, the amount you paid for insurance, your account balances, or payment history.*

*From other outside sources – we may also collect other information. This may include information from consumer reporting agencies such as your credit history, credit scores, driving record, employment, or we may ask a doctor for more information about our medical history.*

### **We share your information with service providers who help us to help you**

Sometimes we may share your information with a company or business that is not officially connected to us but who may do work on our behalf. These service providers need access to your information to provide these operational or other support services. Examples of the sorts of services that these companies may do are printing payment coupons, preparing or mailing account statements, processing customer transactions or software programming, claims adjusting or helping us market our own products. To make sure that your information stays confidential and secure, these service providers must agree to safeguard your information the same way we do.

### **We also share your information for other legal and routine business reasons**

The privacy laws permit us to disclose information we have about you in other situations. We can disclose your information: If you say we can or tell us to, to protect against insurance fraud or unauthorized transactions, to control the risk of our insurance transactions, to resolve a dispute between us or answer your questions, to persons who hold some legal or beneficial interest relating to you, to persons who are acting in a fiduciary or representative on your behalf, to industry and professional organizations that ask us for customer information in order to conduct research studies that never identify individuals, to State guaranty funds or agencies, and our examiners, attorneys, accountants, and auditors, to a consumer reporting agency, or from a consumer report from a consumer reporting agency, to an actual or potential buyer or investor in some or all of this company, to comply with federal, state, or local laws, rules, and other applicable legal requirements, to comply with a civil, criminal, or regulatory investigation,

subpoena, or summons by a governmental authority, to respond to a subpoena or to our regulators and/or if otherwise required by law.

Finally, if we do provide your information to any party outside our company we require them to abide by the same privacy standards as indicated here.

**We do not share your information with anyone else**

The insurance companies, banks and credit card companies with which you deal sometimes share your information with other banks, motor vehicle manufacturers or dealers, health clubs, travel agencies, car rental agencies, hotels, airlines, or publishers, so they can offer you their own financial or non-financial products and services.

We do not share your information with any such outside companies.

If you have any questions concerning this notice, please contact the Conifer Holdings, Inc., Conifer Insurance Company, White Pine Insurance Company, Red Cedar Insurance Company, Conifer Insurance Services, Inc., 3001 W. Big Beaver Rd., Suite 200, Troy, MI 48084 or visit any of our websites at [www.coniferinsurance.com](http://www.coniferinsurance.com), [www.whitepineins.com](http://www.whitepineins.com), etc.

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

## **INTENTIONAL LOSS EXCLUSION**

### **SECTION I – GENERAL EXCLUSIONS**

Exclusion 8. is replaced by the following:

#### **8. Intentional Loss**

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

Intentional Loss also means any loss arising out of any act a “guest” or “tenant” or other “resident of your household” commits or conspires to commit with the intent to cause a loss. This includes acts of vandalism or malicious mischief as well as any other deliberate act.

As used in this exclusion, **8. Intentional Loss**, the following definitions apply:

“Resident of your household” means any person or persons whose occupancy of any room or rooms on the “residence premises”, either permanently or temporarily, is with the knowledge and consent of an “named insured”.

“Guest” means a person visiting the residence premises with the knowledge and consent of an named insured.

“Tenant” includes Lessee and means any person or persons occupying a room or rooms in the dwelling located on the “residence premises” or in another structure on the “residence premises” either permanently or temporarily, with or without a contract, with the knowledge and consent of an “named insured”.

If you or any person insured by this policy deliberately causes a loss to property insured then this policy is void and we will not reimburse you or anyone else for that loss.

All other provisions of this policy apply.



# DWELLING PROPERTY 1 – BASIC FORM

## AGREEMENT

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

## DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.

## DEDUCTIBLE

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

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

## COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

### A. Coverage A – Dwelling

#### 1. We cover:

- a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
- b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
- c. If not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

#### 2. We do not cover land, including land on which the dwelling is located.

### B. Coverage B – Other Structures

#### 1. We cover other structures on the Described Location, 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;
- 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 used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling provided that such 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; or

- d. Gravemarkers, including mausoleums.

### C. Coverage C – Personal Property

#### 1. Covered Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

#### 2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum other than platinumware, securities, silver other than silverware, tickets, stamps, scrip, stored value cards and smart cards;
- b. Animals, birds or fish;
- c. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.

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

- d. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- e. Motor vehicles or all other motorized land conveyances.

#### (1) This includes:

- (a) Their accessories, equipment and parts; or

- (b) Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles and all other motorized land conveyances, and its accessories. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any device or instrument described above.

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

- (2) We do cover motor vehicles or other motorized land conveyances not required to be registered for use on public roads or property which are:

- (a) Used solely to service the Described Location; or

- (b) Designed to assist the handicapped;

- f. Watercraft of all types, other than rowboats and canoes;

- g. Data, including data stored in:

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

- (2) Computers and related equipment;

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

- h. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds; or

- i. Water or steam; or

- j. Gravemarkers, including mausoleums.

### 3. Property Removed To A Newly Acquired Principle Residence

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

## D. Coverage D – Fair Rental Value

1. If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.

2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.
3. The periods of time referenced above are not limited by the expiration of this policy.
4. We do not cover loss or expense due to cancellation of a lease or agreement.

## E. Other Coverages

### 1. Other Structures

You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

### 2. Debris Removal

We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against causes the loss; or

- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property.

### 3. Improvements, Alterations And Additions

If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

#### 4. World-Wide Coverage

You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C while anywhere in the world. This coverage does not apply to property of guests or servants or to rowboats or canoes.

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

#### 5. Rental Value

You may use up to 20% of the Coverage A limit of liability for loss of fair rental value as described in Coverage D. We will pay only 1/12 of this 20% for each month the rented part of the Described Location is unfit for its normal use.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

#### 6. Reasonable Repairs

a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.

b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property 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, as set forth in Condition D.2.

#### 7. 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 5 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

#### 8. Fire Department Service Charge

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

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

#### PERILS INSURED AGAINST

We insure for direct physical loss to the property covered caused by a peril listed below unless the loss is excluded in the General Exclusions.

##### 1A. Fire Or Lightning

##### 1B. Internal Explosion

a. Internal Explosion means explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.

b. Explosion does not mean:

- (1) Electric arcing;
- (2) Breakage of water pipes; or
- (3) Breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

**When a Premium for Extended Coverage is shown in the Declarations, Perils 2. through 8. are made part of Perils Insured Against.**

##### 2. Windstorm Or Hail

This peril does not include loss:

a. To the inside of a building or 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; or

b. To the following property when outside of the building:

- (1) Awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers; or

(2) Canoes and rowboats.

### 3. Explosion

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

- a. Electric arcing;
- b. Breakage of water pipes; or
- c. Breakage or operation of pressure relief devices.

This peril replaces Peril **1B**.

### 4. Riot Or Civil Commotion

### 5. Aircraft

This peril includes self-propelled missiles and spacecraft.

### 6. Vehicles

This peril does not include loss caused by:

- a. A vehicle owned or operated by you or a resident of the Described Location; or
- b. Any vehicle to fences, driveways and walks.

### 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 fireplaces or from agricultural smudging or industrial operations.

### 8. Volcanic Eruption

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

**When a Premium for Vandalism Or Malicious Mischief is shown in the Declarations, the following is made part of Perils Insured Against.**

### 9. Vandalism Or Malicious Mischief

This peril does not include loss:

- a. To glass or safety glazing material constituting a part of the building other than glass building blocks;
- b. By pilferage, theft, burglary or larceny, but we will be liable for damage to the building covered caused by burglars; or
- b. To property on the Described Location, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

## GENERAL 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 means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

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

### 2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

### 3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or



- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

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

Direct loss by fire or explosion resulting from water damage is covered.

#### 4. Power Failure

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

#### 5. Neglect

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

#### 6. War

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

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel;
- c. Destruction or seizure or use for a military purpose.

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

#### 7. Nuclear Hazard

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of the Conditions.

#### 8. Intentional Loss

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

#### 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 cover loss to lawns, plants, shrubs or trees outside of buildings.

### CONDITIONS

#### A. Policy Period

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

#### B. 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. For an amount greater than the interest of a person insured under this policy at the time of loss; or
2. For more than the applicable limit of liability.

#### C. Concealment Or Fraud

We provide coverage to no persons insured under this policy if, whether before or after a loss, one or more persons insured under this policy have:

1. Intentionally concealed or misrepresented any material fact or circumstance;
  2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

#### D. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

1. Give prompt notice to us or our agent;
2. 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;
3. Cooperate with us in the investigation of a claim;
4. 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;
5. As often as we reasonably require:
  - a. Show the damaged property;

- b. Provide us with records and documents we request and permit us to make copies; and
  - c. Submit to examination under oath, while not in the presence of another named insured, and sign the same;
6. 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. Your interest and that of 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 buildings and detailed repair estimates;
  - f. The inventory of damaged personal property described in Paragraph **D.3.**;
  - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

**E. Loss Settlement**

Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.

**F. 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.

**G. Glass Replacement**

Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

**H. 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 Described Location 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.

**I. Other Insurance And Service Agreement**

If property covered by this policy is also covered by:

- 1. Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property; or
- 2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

**J. Subrogation**

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

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

**K. Suit Against Us**

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

#### **L. 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.

#### **M. 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 60 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.

#### **N. Abandonment Of Property**

We need not accept any property abandoned by you.

#### **O. Mortgage Clause**

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. Policy conditions relating to Paragraphs **G**, Appraisal, **J**, Suit Against Us and **L**. Loss Payment 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.
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.

#### **P. 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.

#### **Q. Cancellation**

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

This can be done by letting you know at least 30 days before the date cancellation takes effect.
  - d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 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.

#### **R. 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. Proof of mailing will be sufficient proof of notice.

#### **S. Liberalization Clause**

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

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

#### **T. 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.

#### **U. Assignment**

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

#### **V. Death**

If you die, we insure:

1. Your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;

2. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

#### **W. 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 to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

#### **X. Recovered Property**

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

#### **Y. Volcanic Eruption Period**

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

#### **Z. Loss Payable Clause**

If the Declarations show a loss payee for certain listed insured personal property, that person is considered an insured in this policy with respect to that property.

If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

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

## **SPECIAL PROVISIONS – TEXAS**

### **DEFINITIONS**

The following definitions are added:

#### **"Fungi"**

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

#### **"Business Day"**

"Business day" means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.

### **COVERAGES**

For all forms except **DP 00 01**, the following is added to Paragraph **F.12. Ordinance Or Law**:

- f. If the insured property is located in an area which is eligible for coverage through the Texas Windstorm Insurance Association, the coverage described above also applies to the increased cost you incur due to repair, replacement or demolition required for the dwelling to comply with the building specifications contained in the Texas Windstorm Insurance Association's plan of operation.

### **PERILS INSURED AGAINST**

For Form **DP 00 03**, Paragraph **A.2.c.(8)(c)** is replaced by the following:

- (c) Smog, rust or other corrosion, wet or dry rot;

### **GENERAL EXCLUSIONS**

Paragraph **8. Intentional Loss** is replaced by the following:

#### **8. Intentional Loss**

- a. Intentional Loss means any loss arising out of any act you or any person named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

- b. However, this exclusion does not apply to an insured who did not cooperate in or contribute to the creation of the loss if that insured has:

- (1) Filed a police report; and

- (2) Cooperated with law enforcement investigation or prosecution relating to any other insured causing the intentional loss.

- c. If we pay a claim pursuant to Paragraph **8.b.**, our payment to the person insured is limited to their insurable interest in the property less any payments we first made to a mortgagee or other party with a secured interest in the Policy. In no event will we pay more than the limit of liability. As a condition of payment for intentional loss caused by another insured under this exception to the exclusion, we may require an assignment of rights of recovery to the extent that payment is made by us.

The following exclusion is added:

#### **10. "Fungi" Or Microbes**

- a. "Fungi" or microbes, means the presence, growth, proliferation, spread or any activity of "fungi" or microbes.

This exclusion also applies to the cost:

- (1) To remove "fungi" or microbes from property covered under Coverages;
- (2) To tear out and replace any part of the building or other covered property as needed to gain access to the "fungi" or microbes; and
- (3) Of testing of air or property to confirm the absence, presence or level of "fungi" or microbes;

- b. Exclusion **10.a.** applies unless the "fungi" or microbes are located upon the portion of covered property which must be repaired or replaced because of direct physical damage resulting from sudden and accidental discharge or overflow of water which would otherwise be covered under this Policy. For purposes of this exclusion, sudden and accidental shall include a loss event that is hidden or concealed for a period of time until it is detectable. A hidden loss must be reported to us no later than 30 days after the date it was detected or should have been detected.

c. However, the exception to the exclusion described in **10.b.** does not include:

- (1) The cost to treat, contain, remove or dispose of the "fungi" or microbes beyond that which is required to repair or replace the covered property physically damaged by water;
- (2) The cost of any testing of air or property to confirm the absence, presence or level of "fungi" or microbes, whether performed prior to, during or after removal, repair, restoration or replacement;
- (3) The cost of any decontamination of the Described Location; and
- (4) Any increase in loss under Coverage **D** – Fair Rental Value and Coverage **E** – Additional Living Expense, if applicable, and Other Coverage **2. Debris Removal** resulting from **c.(1), (2) or (3).**

Direct loss by fire, smoke or explosion resulting from "fungi" or microbes is covered.

## CONDITIONS

The following paragraph is added to Paragraph **B. Insurable Interest And Limit Of Liability:**

### Policy A Liquidated Demand

A fire insurance policy, in case of a total loss by fire of property insured, shall be held and considered to be a liquidated demand against the company for the full amount of such policy. This provision shall not apply to personal property.

Paragraph **D. Duties After Loss** is replaced by the following:

## D. Duties After Loss

### 1. Your Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

- a. Give prompt notice to us or our agent. With respect to loss caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, any claim must be filed with us not later than one year after the date of the loss that is the subject of the claim. However, any such claim may be filed after the first anniversary of the date of the loss for good cause shown by the person filing the claim;

b. Protect the property from further damage. If repairs to the property are required you must:

- (1) Make reasonable and necessary repairs to protect the property;
- (2) Keep an accurate record of repair expenses;

c. Cooperate with us in the investigation of a claim;

d. 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;

e. As often as we reasonably require:

- (1) Show the damaged property;
- (2) Provide us with records and documents we request and permit us to make copies; and
- (3) Submit to examination under oath, while not in the presence of any other named insured, and sign the same;

f. Send to us, within 91 days after our request, your signed, sworn proof of loss on a standard form supplied by us. We must request a signed, sworn proof of loss within 15 days after we receive your written notice, or we waive our right to require a proof of loss. Such waiver will not waive our other rights under this Policy.

- (1) This proof of loss shall set forth, to the best of your knowledge and belief:
  - (a) The time and cause of loss;
  - (b) Your interest and that of 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 buildings and detailed repair estimates;
  - (f) The inventory of damaged personal property described in **D.1.d.**; and
  - (g) Receipts for additional living expenses incurred and records that support the fair rental value loss.

- (2) If you elect to make claim under the Replacement Cost Coverage of this Policy, this proof of loss shall also state, to the best of your knowledge and belief:
  - (a) The replacement cost of the described dwelling;
  - (b) The replacement cost of any other building on which loss is claimed; or
  - (c) The full cost of repair or replacement of loss without deduction for depreciation.

**2. Our Duties After Loss**

- a. No later than 15 days after we receive your written notice of claim, we must:

- (1) Acknowledge receipt of the claim;  
If our acknowledgment of the claim is not in writing, we will keep a record of the date, means and content of our acknowledgment;

- (2) Begin an investigation of the claim; and

- (3) Specify the information you must provide in accordance with Paragraph D.1. Your Duties After Loss above;

We may request more information if during the investigation of the claim such additional information is necessary.

- b. After we receive the information we request, we must notify you in writing whether the claim will be paid or has been denied or whether more information is needed:

- (1) Within 15 "business days"; or
- (2) Within 30 days if we have reason to believe the loss resulted from arson.

- c. If we do not approve payment of your claim or require more time for processing your claim, we must:

- (1) Give the reason for denying your claim; or
- (2) Give the reasons we require more time to process your claim. But we must either approve or deny your claim within 45 days after requesting more time.

For Form DP 00 01, Paragraph E. Loss Settlement is replaced by the following:

**E. Loss Settlement**

1. Covered property losses other than jewelry losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.

2. Jewelry losses are settled at replacement cost at the time of loss without deduction for depreciation.

For Forms DP 00 02 and DP 00 03, Paragraph E.1. in Loss Settlement is replaced by the following:

1. Property of the following types:
  - a. Personal property other than jewelry;
  - 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.

For Forms DP 00 02 and DP 00 03, Paragraph 3. is added to E. Loss Settlement:

3. Jewelry at replacement cost at the time of loss without deduction for depreciation.

Paragraph F. Loss To A Pair Or Set is replaced by the following:

**F. Loss To A Pair Or Set**

1. In case of loss to a pair or set other than jewelry, we may elect to:
  - a. Repair or replace any part to restore the pair or set to its value before the loss; or
  - b. Pay the difference between actual cash value of the property before and after the loss.
2. Loss to a jewelry pair or set will be settled at replacement cost at the time of loss without deduction for depreciation.

Paragraph J. Suit Against Us is replaced by the following:

**J. Suit Against Us**

1. Except as provided in Paragraph 2., no suit or action can be brought unless there has been full compliance with all of the terms under this Policy. Action must be brought against us within two years and one day after the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.
2. With respect to suits brought in connection with claims for loss caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code:

No action can be brought against us unless there has been compliance with all of the terms of this Policy. The action must be brought within the earlier of the following:

- a. Two years and one day from the date we accept or reject the claim; or

- b. Three years and one day from the date of the loss that is the subject of the claim.

(This is Condition **K.** in Form **DP 00 01.**)

Paragraph **L. Loss Payment** is replaced by the following:

**L. 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 payment.

If we notify you that we will pay your claim, or part of your claim, we must pay within five "business days" after we notify you. If payment of your claim or part of your claim requires the performance of an act by you, we must pay within five "business days" after the date you perform the act.

(This is Condition **M.** in Form **DP 00 01.**)

Paragraph **N. Mortgage Clause** is replaced by the following:

**N. Mortgage Clause (Without Contribution)**

1. We will pay for any covered loss of or damage to buildings or structures to the mortgagee shown on the Declarations page as interests appear;
2. The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the building or structure;
3. If we deny your claim because of your acts or because you have failed to comply with the terms of this Policy, the mortgagee has the right to receive loss payment if the mortgagee:
  - a. At our request, pays any premium due under this Policy, if you have failed to do so;
  - b. Submits a signed, sworn statement of loss within 91 days after receiving notice from us of your failure to do so;
  - c. Has notified us of any changes in ownership, occupancy or substantial changes in risk known to the mortgagee.

All of the terms of this Policy will then apply directly to the mortgagee.

Failure of the mortgagee to comply with **3.a.**, **3.b.** or **3.c.** above shall void this Policy as to the interest of the mortgagee.

4. If we pay the mortgagee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Policy:
  - a. The mortgagee's rights under the mortgage will be transferred to us to the extent of the amount we pay.

- b. The mortgagee's right to recover the full amount of the mortgagee's claim will not be impaired.

At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

5. If this Policy is cancelled, we will give the mortgagee specifically named on the Declarations page written notice of cancellation.

If we cancel the Policy, we will give the mortgagee the same number of days' notice of cancellation we give you.

If you cancel the Policy, we will give the mortgagee notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after we mail the notice.

We will not give notice of cancellation to any successor or assignee of the mortgagee named in the Policy.

6. If the property described under Coverage **A – Dwelling** or Coverage **B – Other Structures** is foreclosed upon under the deed of trust, the mortgagee may cancel this Policy of insurance and will be entitled to any unearned premium from this Policy.

The mortgagee must credit any unearned premium against any deficiency owed by the borrower and return any unearned premium not so credited to the borrower. The unearned premium will be figured using the customary pro rata procedures.

7. If we elect not to renew this Policy, the mortgagee specifically named on the Declarations page will be given 30 days' written notice of the nonrenewal.

(This is Condition **O.** in Form **DP 00 01.**)

Paragraph **P. Cancellation** is replaced by the following:

**P. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this Policy at any time for the reasons stated in this condition by mailing you notice in writing of the date cancellation takes effect.



- a. If this Policy has been in effect for less than 90 days and is not a renewal policy, we may cancel this Policy for any reason.

The effective date of cancellation cannot be before:

- (1) The 10th day after we mail notice if we cancel for nonpayment of premium.
  - (2) The 30th day after we mail notice if we cancel for any other reason.
- b. If this Policy has been in effect 90 days or more, or at any time if it is a renewal policy, we may not cancel this Policy unless:
    - (1) You do not pay the premium or any portion of the premium due.
    - (2) The Texas Department of Insurance determines that continuation of the Policy would violate the Texas Insurance Code or any other laws governing the business of insurance in this state.
    - (3) You submit a fraudulent claim.
    - (4) There is an increase in the hazard covered by this Policy that is within your control and that would produce an increase in the premium rate of this Policy.

The effective date of cancellation cannot be before the 10th day after we mail the notice. Our notice of cancellation must state the reason for cancellation.

- 3. When this Policy is cancelled, we will send you any refund due not later than the 15th "business day" after the effective date of cancellation. The premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 4. If we cancel, our notice to you will state that if the refund is not included with the notice, it will be returned on demand or not later than the 15th "business day" after the date of cancellation.
- 5. We may not cancel this Policy solely because you are an elected official.

(This is Condition **Q.** in Form **DP 00 01.**)

Paragraph **Q. Nonrenewal** is replaced by the following:

**Q. Refusal To Renew**

- 1. We may not refuse to renew this Policy because of claims for losses resulting from natural causes.
- 2. We may not refuse to renew this Policy solely because you are an elected official.

- 3. We may refuse to renew this Policy if you have filed three or more claims under the Policy in any three-year period that do not result from natural causes.

If you have filed two claims in a period of less than three years, we may notify you in writing that if you file a third claim during the three-year period, we may refuse to renew this Policy by providing you proper notice of our refusal to renew as provided in **4.** below. If we do not notify you after the second claim, we may not refuse to renew this Policy because of losses.

A claim does not include a claim that is filed but is not paid or payable under the Policy.

- 4. If we refuse to renew this Policy, we must deliver to you, or mail to you at your mailing address shown on the Declarations page and any mortgagee named on the Declarations page, written notice of our refusal to renew not later than the 30th day before the date on which this Policy expires. Proof of mailing will be sufficient proof of notice. If we fail to give you proper notice of our decision not to renew, you may require us to renew the Policy.

(This is Condition **R.** in Form **DP 00 01.**)

The following conditions are added:

**Residential Community Property Clause**

This Policy, subject to all other terms and conditions, when covering residential community property, as defined by state law, shall remain in full force and effect as to the interest of each spouse covered, irrespective of divorce or change of ownership between the spouses unless excluded by endorsement attached to this Policy until the expiration of the Policy or until cancelled in accordance with the terms and conditions of this Policy.

**Catastrophe Claims**

If a claim results from a weather-related catastrophe or a major natural disaster, each claim-handling deadline shown in **D. Duties After Loss** and **L. Loss Payment** is extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather-related event which:

- 1. Is declared a disaster under the Texas Disaster Act of 1975; or
- 2. Is determined to be a catastrophe by the Texas Department of Insurance.

All other provisions of this Policy apply.



# Consumer Bill of Rights

AVISO: Este documento es un resumen de sus derechos como asegurado. Usted tiene el derecho a llamar a su compañía y pedir una copia de estos derechos en español.

What is the Bill of Rights?

This Bill of Rights is a summary of your rights and does not become a part of your policy. The Texas Department of Insurance (TDI) adopted the Bill of Rights and requires insurance companies to provide you a copy when they issue your policy.

Texas law gives you certain rights regarding your homeowners, dwelling and renters insurance. This Bill of Rights identifies your rights specified by rule or by state statute, but it does not include all your rights. Also, some exceptions to the rights are not listed here. If your agent, company, or adjuster tells you that one of these rights does not apply to you, contact TDI Consumer Protection at 1-800-252-3439 (463-6515 in Austin) (111-1A), P.O. Box 149091, Austin, TX 78714-9091. For a list of the specific law(s) and/or rule(s) summarized in each item of this Bill of Rights, or if you have questions or comments contact the Office of Public Insurance Counsel at 333 Guadalupe, Suite 3-120, Austin, TX 78701 (512-322-4143) or <http://www.opic.state.tx.us>.

This Bill of Rights does not address your responsibilities. Your responsibilities concerning your insurance can be found in your policy. Failure to meet your obligations may affect your rights.

Getting information from the Department of Insurance and Your Insurance Company

1. *INFORMATION FROM TDI* . You have the right to call TDI free of charge at 1-800-252-3439 or 463-6515 in Austin to learn more about:

- your rights as an insurance consumer;
- the license status of an insurance company or agent;
- the financial condition of an insurance company;
- the complaint ratio and type of consumer complaints filed against an insurance company;
- use of credit information by insurance companies, including which insurance companies use it and access to each company's credit scoring model;
- an insurance company's rates filed with the state;
- an insurance company's underwriting guidelines (subject to exemptions in the Public Information Act, also known as the Open Records Act);
- the Texas FAIR Plan, designed to help consumers who have been denied coverage by at least two insurance companies;
- Helpinsure.com, a service to help Texans shop for homeowners insurance;
- the Market Assistance Program (MAP) at 1-888-799-MAPP (6277), designed to help those in underserved areas obtain insurance; and
- other consumer concerns.

You can also find some of this information on the TDI website at <http://www.tdi.state.tx.us> .

2. *INFORMATION FROM YOUR INSURANCE COMPANY* . You have the right to a toll-free number to call your insurance company free of charge with questions or complaints. You can find this number on a notice accompanying your policy. This requirement does not apply to small insurance companies.

### **What you should know before you buy insurance**

3. *PROHIBITED STATEMENTS*. *Your insurance company or agent is prohibited from making false, misleading, or deceptive statements to you relating to insurance.*

4. *LENDER-REQUIRED INSURANCE* . *A lender cannot require you to purchase insurance on your property in an amount that exceeds the replacement cost of the dwelling and its contents as a condition of financing a residential mortgage or providing other financing arrangements for the property, regardless of the amount of the mortgage or other financing arrangements. In determining the replacement cost of the dwelling, a lender cannot include the fair market value of the land on which a dwelling is located.*

5. *CREDIT INFORMATION* . *An insurance company cannot deny you insurance solely on the basis of credit information. Insurers who use credit information must also consider other underwriting factors independent of credit information when deciding whether to offer coverage. (For additional information see the section of this Bill of Rights entitled What you should know about insurance companies' use of credit information .)*

6. *APPLIANCE RELATED WATER DAMAGE CLAIMS* . *An insurance company cannot deny you insurance or increase your premium based on a prior appliance-related water damage claim if:*

- *the claim has been properly repaired or remediated; and*
- *the repair or remediation was inspected and certified unless three such claims have been filed and paid in a three-year period.*

*NOTE: A claim includes a claim filed by you or a claim filed on your property.*

7. *WATER CLAIMS/MOLD DAMAGE OR CLAIMS* . *An insurance company cannot deny you insurance based:*

- *solely on a single prior water damage claim.*
- *on prior mold damage or a prior mold claim if:*
- *the damage or claim was properly repaired or remediated; and*
- *the repair or remediation was inspected and certified.*

*NOTE: A claim includes a claim filed by you or a claim filed on your property.*

**8. PROPERTY CONDITION . Voluntary Inspection Program:** You have the right to have an independent inspection of your property by any person authorized by the Commissioner of Insurance to perform inspections. Once the inspector determines that your property meets certain minimum requirements and issues you an inspection certificate, no insurer may deny coverage based on property conditions without reinspecting your property. If an insurer then denies coverage, the insurer must identify, in writing, the specific problem(s) that makes your property uninsurable. You can find a list of available inspectors on the TDI website at [www.tdi.state.tx.us/consumer/vipcommish.html](http://www.tdi.state.tx.us/consumer/vipcommish.html) or you can contact TDI for the list directly at (512) 322-2259.

**9. SAFETY NET .** You have the right to buy basic homeowners insurance through the Texas Fair Access to Insurance Requirements Plan, also known as the Texas FAIR Plan, if you have been denied coverage by two insurance companies. Your property must meet certain requirements, and eligibility for FAIR Plan coverage must be re-established every two years. You can access a list of insurance agents who are authorized to sell this coverage on the Texas FAIR Plan Association website at [www.texasfairplan.org](http://www.texasfairplan.org) or by calling 1- 800-466-6680 .

**10. WINDSTORM COVERAGE.** For property located in areas designated by the Commissioner in certain counties on or near the coast, you have the right to buy windstorm and hail coverage from the Texas Windstorm Insurance Association. Your property must meet certain requirements, and the basic coverage is limited to a maximum amount set each year by the Commissioner of Insurance. This right applies whether or not you buy other insurance for your house. In all other counties your homeowners or dwelling policy includes this coverage. You may be able to purchase additional coverage from the Association.

**11. ELECTRONIC PAYMENTS .** If you authorize your insurer to withdraw your premium payments directly from your financial institution, including your escrow account, your insurer cannot increase the amount withdrawn unless:

- the insurer notifies you of the premium increase at least 30 days prior to its effective date and provides a postage paid form you can use to object to the increase; and
- you do not notify the insurer or financial institution that you object to the increase at least 5 days prior to the increase.

*This does not apply to premium increases specifically scheduled in the original policy, to increases based on policy changes you request, or to an increase that is less than \$10 or 10% of the previous month's payment.*

**12. NOTICE OF REDUCED COVERAGE .** If an insurer uses an endorsement to reduce the amount of coverage provided by your policy, the insurer must give you a written explanation of the change made by the endorsement. The insurer must provide the explanation before the effective date of the new or renewal policy. An insurance company cannot reduce coverage during the policy period unless you request the change. If you request the change, the company is not required to provide notice.

*13. NOTICE OF PREMIUM INCREASE . If your insurer intends to increase your premium by 10% or more upon renewal, the insurer must send you notice of the rate increase at least 30 days before your renewal date.*

*14. EXPLANATION OF DENIAL. Upon request, you have the right to be told in writing why you have been denied coverage. The written statement must fully explain the decision, including the precise incidents, circumstances, or risk factors that disqualified you. It must also state the sources of information used.*

*NOTE: The obligation to provide a written explanation applies to insurance companies directly. An independent agent does not have a specific duty to quote the lowest possible rate to a consumer or to provide a written statement explaining why the agent did not offer the consumer the lowest possible rate.*

*15. RATE DIFFERENTIAL WITHIN A COUNTY . If an insurer subdivides a county for the purposes of charging different rates for each subdivision, the difference between the lowest and the highest rate cannot exceed 15% unless actuarially justified.*

*16. RIGHT TO PRIVACY . You have the right to prevent an insurance company, agent, adjuster or financial institution from disclosing your personal financial information to companies that are not affiliated with the insurance company or financial institution. Some examples are income, social security number, credit history and premium payment history.*

*If you apply for a policy, the insurance company or financial institution must notify you if it intends to share financial information about you and give you at least 30 days to refuse. This refusal is called "opting out." If you buy a policy, the insurance company or financial institution must tell you what information it collects about you and whether it intends to share any of the information, and give you at least 30 days to opt out. Agents and adjusters who intend to share your information with anyone other than the insurance company or financial institution must give you similar notices. You can opt out at any time. Your decision to opt out remains in effect unless you revoke it.*

*These protections do not apply to information:*

- publicly available elsewhere;*
- insurance companies or financial institutions are required by law to disclose; or*
- insurance companies or financial institutions must share in order to conduct ordinary business activities.*

*What you should know about cancellation and nonrenewal*

*Cancellation means that before the end of the policy period the insurance company:*

- terminates the policy;*
- reduces or restricts coverage under the policy; or*
- refuses to provide additional coverage to which you are entitled under the policy.*

*Refusal to renew and non-renewal mean the policy terminates at the end of the policy period.*

*The policy period is shown on the declarations page at the front of your policy.*

**17. LIMITATION ON CANCELLATION FOR HOMEOWNERS AND RENTERS POLICIES .**

*After your initial homeowners or renters policy with your company has been in effect for 60 days or more, that insurance company cannot cancel your policy unless:*

- *you don't pay your premium when due;*
- *you file a fraudulent claim;*
- *there is an increase in the hazard covered by the policy that is within your control and results in an increase in the policy premium; or*
- *TDI determines continuation of the policy would result in violation of insurance laws.*

*If your policy has been in effect for less than 60 days, your insurance company cannot cancel your policy unless:*

- *one of the reasons listed above applies;*
- *the insurance company identifies a condition that:*
- *creates an increase in hazard;*
- *was not disclosed on your application; and*
- *is not the subject of a prior claim; or*
- *the insurance company rejects a required inspection report within 10 days after receiving the report. The report must be completed by a licensed or authorized inspector and cannot be more than 90 days old.*

**18. LIMITATION ON CANCELLATION FOR DWELLING POLICIES .** *After your initial dwelling policy with your company has been in effect for 90 days, that insurance company cannot cancel your policy unless:*

- *you don't pay your premium when due;*
- *you file a fraudulent claim;*
- *there is an increase in the hazard covered by the policy that is within your control and results in an increase in the policy premium; or*
- *TDI determines continuation of the policy would result in violation of insurance laws.*

**19. NOTICE OF CANCELLATION .** *To cancel your policy, your insurance company must mail notice at least 10 days prior to cancellation. Your policy may provide for even greater notice.*

**20 . POLICYHOLDER'S RIGHT TO CANCEL.** *You have the right to cancel your policy at any time and receive a refund of the remaining premium.*

**21. CHANGE IN MARITAL STATUS .** *If your marital status changes, you have the right to continue your insurance coverage. You have a right to a new policy in your name that has coverages which most nearly approximate the coverages of your prior policy, including the same*

*expiration date. The insurance company cannot date the new policy so that a gap in coverage occurs.*

*22. USE OF CLAIMS HISTORY TO NONRENEW . Your insurance company cannot use claims you filed as a basis to non-renew your policy unless:*

- you file three or more claims in any 3-year period; and*
- your insurer notified you in writing after the second claim that filing a third claim could result in non-renewal of your policy.*

*In determining the number of claims filed, your insurance company cannot include:*

- claims for damage from natural causes, including weather-related damage;*
- appliance-related water damage claims where the repairs have been inspected and certified; or*
- claims filed but not paid or payable under the policy.*

*NOTE: An insurance company can count appliance-related claims if 3 or more such claims are filed and paid within a 3-year period.*

*23. USE OF CREDIT INFORMATION TO NONRENEW . An insurance company cannot refuse to renew your policy solely on the basis of credit information. Insurers who use credit information must also consider other underwriting factors independent of credit information when deciding whether to renew coverage. (For additional information see the section of this Bill of Rights entitled What you should know about insurance companies' use of credit information .)*

*24. NOTICE OF CHANGE IN POLICY FORM . Your insurer must notify you in writing of any difference between your current policy and each policy offered to you when the policy renews.*

*25. NOTICE OF NONRENEWAL . If the insurance company does not mail you notice of nonrenewal at least 30 days before your policy expires, you have the right to require the insurance company to renew your policy.*

*26. EXPLANATION OF CANCELLATION OR NONRENEWAL . Upon request, you have the right to a written explanation of an insurance company's decision to cancel or non-renew your policy. The written statement must fully explain the decision, including the precise incidents, circumstances, or risk factors that disqualified you. It must also state the sources of information used.*

*What you should know when you file a claim*

*27. FAIR TREATMENT . You have the right to be treated fairly and honestly when you make a claim. If you believe an insurance company has treated you unfairly, call the Department of Insurance at 1-800-252-3439 (463-6515 in Austin ) or download a complaint form from the TDI*



at <http://www.tdi.state.tx.us> . You can complete a complaint form on-line via the Internet or fax it to TDI at 512-475-1771.

28. **SETTLEMENT OFFER** . You have the right to reject any settlement amount, including any unfair valuation, offered by the insurance company. You have the right to have your home repaired by the repair person of your choice.

29. **EXPLANATION OF CLAIM DENIAL** . Your insurance company must tell you in writing why your claim or part of your claim was denied.

30. **TIMEFRAMES FOR CLAIM PROCESSING AND PAYMENT**. When you file a claim on your own policy, you have the right to have your claim processed and paid promptly. If the insurance company fails to meet required claims processing and payment deadlines, you have the right to collect 18% annual interest and attorney's fees in addition to your claim amount.

Generally, within 15 calendar days, your insurance company must acknowledge receipt of your claim and request any additional information reasonably related to your claim. Within 15 business days (30 days if the company reasonably suspects arson) after receipt of all requested information, the company must approve or deny your claim in writing. The law allows the insurance company to extend this deadline up to 45 days if it notifies you that more time is needed and tells you why.

After notifying you that your claim is approved, your insurance company must pay the claim within 5 business days.

If your claim results from a weather-related catastrophe or other major natural disaster as defined by TDI, your insurance company may take 45 additional days to approve or deny your claim and 15 additional days to pay your claim.

31. **RELEASE OF CLAIM FUNDS**. Often an insurance company will make a claim check payable to you and your mortgage company or other lender and will send it to the lender. In that case, the lender must notify you within 10 days of receipt of the check and tell you what you must do to get the funds released to you.

Once you request the funds from the lender, within 10 days the lender must:

- release the money to you; or
- tell you in specific detail what you must do to get the money released.

If the lender does not provide the notices mentioned above or pay the money to you after all requirements have been met, the lender must pay you interest on the money at 10% per year from the time the payment or the notices were due.

32. **NOTICE OF LIABILITY CLAIM SETTLEMENT** . Your insurance company must notify you if it intends to pay a liability claim against your policy. The company must notify you in writing of an initial offer to compromise or settle a claim against you no later than the 10th day after the

*date the offer is made. The company must notify you in writing of any settlement of a claim against you no later than the 30th day after the date of the settlement.*

**33. INFORMATION NOT REQUIRED FOR CLAIM PROCESSING** . *You have the right to refuse to provide your insurance company with information that does not relate to your claim. In addition, you may refuse to provide your federal income tax records unless your insurer gets a court order or your claim involves lost income or a fire loss.*

*What you should know about prohibited discrimination*

**34. PROTECTED CLASSES**. *An insurance company cannot discriminate against you by refusing to insure you; limiting the amount, extent or kind of coverage available to you; charging you a different rate for the same coverage; or refusing to renew your policy:*

*because of race, color, religion, gender, marital status, disability or partial disability, or national origin; or*

*unless justified by actual or anticipated loss experience, because of age or geographic location.*

**35. AGE OF HOUSE** . *An insurance company cannot refuse to insure your property based on the age of your house. However, an insurance company may refuse to sell you insurance coverage based on the condition of your property, including the condition of your plumbing, heating, air conditioning, wiring and roof.*

**36. VALUE OF PROPERTY** . *An insurance company cannot refuse to insure your property because the value is too low or because the company has established minimum coverage amounts.*

**37. UNDERWRITING GUIDELINES** . *Underwriting guidelines may not be unfairly discriminatory and must be based on sound actuarial principles.*

**38. EQUAL TREATMENT** . *Unless based on sound actuarial principles, an insurance company may not treat you differently from other individuals of the same class and essentially the same hazard. If you sustain economic damages as a result of such unfair discrimination, you have the right to sue that insurance company in Travis County District Court.*

*If your suit prevails, you may recover economic damages, court costs and attorney and necessary expert witness fees. If the court finds the insurance company knowingly violated your rights, it may award up to an additional \$25,000 per claimant.*

*You must bring the suit on or before the second anniversary of the date you were denied insurance or the unfair act occurred or the date you reasonably should have discovered the occurrence of the unfair act. If the court determines your suit was groundless and you brought the lawsuit in bad faith, or brought it for the purposes of harassment, you will be required to pay the insurance company's court costs and attorney fees.*

*What you should know about insurance companies' use of credit information*

**39. REQUIRED DISCLOSURE.** *If an insurance company uses credit information to make underwriting or rating decisions, the company must provide you a disclosure statement within 10 days after receiving your completed application for insurance.*

*The disclosure indicates whether the insurer will obtain and use your credit information and lists your specific legal rights, including:*

- *credit information insurance companies cannot use against you;*
- *how you can get reasonable exceptions that your insurer is required to make to its use of credit information if certain life events, such as divorce, death of a close family member, or identity theft, hurt your credit;*
- *the notice\* an insurer must send you when making a credit-based decision that harms your ability to get or keep insurance or requires you to pay a higher premium; and*
- *how you can dispute credit information and require an insurer to re-rate your policy if the rate was increased because of inaccurate or unverifiable credit information.*

*\* The notice must include a description of up to four primary factors that influenced the action taken by the insurer. Generalized terms such as "poor credit rating" are not sufficient.*

*Insurers must use the disclosure form (CD-1) adopted by the Commissioner or an equivalent disclosure form filed prior to use with TDI. The CD-1 is available at [www.tdi.state.tx.us/company/pccrdtds.html](http://www.tdi.state.tx.us/company/pccrdtds.html) or by calling 1-800-252-3439 . Additional information regarding insurers' use of credit information is available at [www.tdi.state.tx.us/commish/credit.html](http://www.tdi.state.tx.us/commish/credit.html) .*

*What you should know about enforcing your rights*

**40. FILING COMPLAINTS .** *You have the right to complain to TDI about any insurance company and/or insurance matter and to receive a prompt investigation and response to your complaint. To do so, you should:*

- *call TDI's Consumer Help Line at 1-800-252-3439, in Austin 463-6515 for service in both English and Spanish;*
- *write to the Texas Department of Insurance, Consumer Protection (111-1A), P.O. Box 149091 , Austin , Texas 78714-9091 ;*
- *e-mail TDI at [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us);*
- *fax your complaint to (512) 475-1771;*
- *download or complete a complaint form on line from the TDI website at <http://www.tdi.state.tx.us>; or*
- *call the TDI Publications/Complaint Form order line (24 hours) at 1-800-599-SHOP (7467), in Austin 305-7211.*

*NOTE : TDI offers interpreter services and publications in alternate formats. Persons needing more information in alternate layouts or languages can call the TDI Consumer Help Line listed above.*

*41. RIGHT TO SUE. If an insurance company violates your rights, you may be able to sue that company in court, including small claims court, with or without an attorney.*

*42. BURDEN OF PROOF . If you sue to recover under your insurance policy, the insurance company has the burden of proof as to any application of an exclusion in the policy and any exception to or other avoidance of coverage claimed by the insurer.*

*43. REQUESTING NEW RULES . You have the right to ask in writing that TDI make or change rules on any residential property insurance issue that concerns you. Send your written request to: Texas Department of Insurance, Attn: Commissioner (113-2A), P.O. Box 149104 , Austin , TX 78714-9104 .*

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

**Texas Amendatory Endorsement**

Conditions. Item H. Appraisal is deleted in its entirety and replaced with the following:

H. Appraisal. If you and we fail to agree on the amount of loss from an occurrence claimed by you in accordance with the loss settlement provisions of your policy, either may demand an appraisal of the loss.

In the event of a demand for an appraisal of loss, each party shall choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. During this same time period, the parties shall provide to each other in writing the name and contact information for their selected appraiser. The two appraisers shall attempt to select a competent and disinterested umpire.

If they cannot agree upon an umpire within 15 days after the selection of the second appraiser, you or we may request that the choice of a competent and disinterested umpire be made by a judge of a court of record in the state where the residence premises is located. You and we may also agree to delay selection of an umpire until the appraisers have first attempted to reach an agreement on the amount of the loss. Each party must provide immediate notice to the other party of any request or motion to a court for appointment of an umpire and any hearing on that issue.

A judge's selection of an umpire at the request of one party without the notice to the other party as described above shall invalidate that selection and require selection of new umpire either by agreement of the appraisers or by another judicial selection as required herein.

Stating separately the items and amounts of loss for each item, and in accordance with your policy's loss settlement provision, the appraisers shall determine the amount of loss from the occurrence claimed by you. Both you and we and each of our representatives shall cooperate with the appraisal process, allow the appraisers and umpire reasonable and timely access to inspect the damaged property, and make reasonable efforts to allow completion of the appraisal process in a timely manner.

If the appraisers fail to reach agreement on the amounts, the appraisers shall submit their differences, only, to the umpire. An appraisal decision in writing, so itemized, of any two of these three, when received by us shall set the amount of loss.

Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally.

This appraisal shall be binding on you and us concerning only the amount of loss. You will retain your right to bring suit against us following the appraisal award, subject to Texas law and compliance with the Suit Against Us provisions of the policy as modified by this Endorsement. We will retain our right to deny all or part of your claim and to dispute liability for any portion of the appraisal award based on lack of coverage or violation of the terms or conditions of the policy.

Conditions. Item K. Suit Against Us is deleted in its entirety and replaced with the following:

K. Filing A Claim And Suit Against Us.

a. Filing A Claim. You may file a claim with us not later than one year after the date of the loss that is the subject of the claim. However, if you can show good cause for not filing the claim within the above timeframe, you may file the claim after the first anniversary date of the loss.

b. Suit Against Us. Appraisal is a condition precedent to suit against us only if you and we fail to agree on the amount of loss from an occurrence claimed by you. Suit Against Us provisions of the policy apply as modified by this endorsement. Before you file or proceed with suit or action against us under this policy concerning the amount of loss payment from an occurrence claimed by you:

(1) You must provide written notice of your dispute to us and make a written demand for appraisal of the amount of loss, and

(2) The appraisal process must be completed and a determination of the amount of loss made as described in Conditions, Item H. Appraisal as modified by this endorsement.

This condition precedent cannot be waived absent a written agreement signed by you and us specifically and unequivocally waiving this condition.

The policy's Suit Against Us limitation provisions as modified by this endorsement shall be suspended from the date of the first written demand for appraisal until the date of the appraisal award.

No action can be brought against us unless there has been full compliance with all of the terms of this policy and the action is started by the earliest of the following dates:

- a. Two years from the date we accept or reject the claim; or
- b. Three years from the date of the loss that is the subject of the claim.

Figure: 28 TAC §1.601(a)(2)(B)

## **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **Conifer Insurance**

To get information or file a complaint with your insurance company or HMO:

**Call: Rochelle Kaplan-Rudolph, Regulatory Counsel at 1-248-559-0840**

**Toll-free: 1-866-412-2424**

Email: [consumercomplaints@cnfrh.com](mailto:consumercomplaints@cnfrh.com)

Mail: P.O. BOX 3003

Birmingham, MI 48012

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

## **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **Conifer Insurance**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Rochelle Kaplan-Rudolph, Regulatory Counsel**

**1-248-559-0840**

**Teléfono gratuito: 1-866-412-2424**

Correo electrónico: [consumercomplaints@cnfrh.com](mailto:consumercomplaints@cnfrh.com)

Dirección postal: P.O. Box 3003

Birmingham, MI 48012

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico:

[ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **Metal Roof Sublimit Endorsement**

This endorsement modifies coverage under the following:

### **DP1 DWELLING PROPERTY BASIC FORM**

Your policy is amended as follows:

#### **Coverage**

We will pay up to \$3000 for direct physical loss to the residence premises arising out of loss or damage to the metal roof system caused by a peril insured against under this policy.

#### **Endorsement Definitions**

For purposes of this endorsement, **Metal Roofing System** is defined as and includes the exterior and underlying surfaces and its supporting structures on the top of a building. **Metal Roofing System** also includes the following:

1. Chimney flashing and flue liners;
2. Roof vents;
3. Heating, Ventilation, and Air Conditioning units;
4. Fascia;
5. Eaves;
6. Gutters, gutter screens, and downspouts

#### **Limit of Liability**

The \$3,000 limit is the most we will pay for the total of all loss, damage or costs for Coverage A, B, and C and does not increase the limit of liability for these coverages, regardless of the number of locations or number of claims made.

All other provisions of your policy apply.



## NON-STRUCTURAL HAIL LOSS LIMITATION ENDORSEMENT

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

### Under – CONDITIONS

#### E. Loss Settlement

The following paragraphs are added:

#### Non-Structural Hail Loss to Home or Other Structures (Excluding Roofing System)

1. When damage from **Hail** consists of dents, scratches, impressions, indentations, marks, or nicks on the exterior surface of the **Home or Other Structure(s)** that do not compromise the structural integrity of your **Home or Other Structures** we will pay the lowest of the following amounts:

- (1) The cost of repairing or replacing the damaged portion of the property; or
- (2) 2% of the amount of insurance provided under Coverage A (Dwelling).

#### Non-Structural Hail Loss to Roofing System

2. We do not provide coverage for dents, scratches, impressions, indentations, marks, nicks, or granule loss to the roofing system of the home or the roofing system(s) of other structures caused by **Hail** unless the **Hail** compromises the structural integrity of the roofing system(s) and result in “immediate roofing system failure”.

#### Endorsement Definitions

For purposes of this endorsement, **Roofing System** is defined as the exterior surface and its supporting structures on the top of a building. **Roofing System** also includes the following:

1. Chimney flashing and flue liners;
2. Roof vents;
3. Heating, Ventilation, and Air Conditioning units located on the roof.
4. Fascia;
5. Eaves;
6. Gutters, gutter screens, and downspouts

For purposes of this endorsement, “immediate **Roofing System** failure” is defined as an immediate reduction in the **Roofing Systems’** water shedding capacity due to the peril of Hail that allows water to enter the interior of the building or other structure through an opening in the roofing system.

We do not provide coverage for **Hail** damage as described herein unless all of the following conditions precedents are met:

- a. The **Hail** damage occurs within the policy period applicable to this policy;
- b. The **Hail** damage is reported to us within one year of the occurrence that caused the **Home or Other Structure(s)/Roofing System** damage;
- c. We are provided the opportunity to inspect the hail damage before any repairs to the **Home/Other Structure(s) or Roofing System** are effectuated;
- d. Upon our request, you submit proof of **Hail** damage. Specifically, we would require documentation supported by a certified engineer licensed in the state of the loss location.



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

## EQUIPMENT BREAKDOWN ENDORSEMENT

For an additional premium, we will provide insurance as described in this endorsement.

### A. Equipment Breakdown Coverage

1. With regard to **Coverage A – Dwellings, Coverage B – Other Structures, and Coverage C – Personal Property** provided elsewhere in this policy, the following is added to **PERILS INSURED AGAINST**: We will pay for direct physical loss to Covered Property caused by a “breakdown” to “covered equipment”.
2. With regard to **Coverage D – Loss of Use** provided elsewhere in this policy, such coverage is extended to include loss caused by a “breakdown” to “covered equipment”.

### B. Equipment Breakdown Coverage Extensions

With respect to coverage provided by this endorsement, we provide the following additional coverage for loss caused by or resulting from a “breakdown” to “covered equipment”. The limits of insurance for these Coverage Extensions are part of, not in addition to, the limit applicable to this endorsement as shown in paragraph 1 of E. Limit of Liability.

1. **Pollutants** – We will pay for the additional cost to repair or replace covered property because of contamination by “pollutants”. This includes the additional expenses to clean up or dispose of such property. We will also pay the cost to extract “pollutants” from land or water on the “insured location”.

Additional costs mean those in excess of what would have been required to repair or replace damage to covered property had no “pollutants” been involved.

The most we pay for loss, damage, or expense under this Coverage Extension, is \$3,000.

2. **Sump Overflow Coverage Extension** – We will pay for direct physical loss to covered property caused by or resulting from the overflow of water or waterborne material from a sump if such overflow is the result of a “breakdown” to “covered equipment” that is a sump pump or any other “covered equipment” necessary to operate that sump pump.

The most we pay for loss, damage, or expense under this Coverage Extension, is \$2,500.

We will not pay for any loss or damage under this Coverage Extension if such loss or damage is covered elsewhere by the policy, regardless of any applicable deductible, or whether you can collect on it or not.

This coverage extension applies despite paragraph 3.b. of the applicable water damage exclusion in the policy to which this endorsement attaches.

3. **Expediting Costs** – With respect to direct physical loss to covered property, we will pay the reasonable extra cost you necessarily incur to:
  - a. make temporary repairs or to; or
  - b. expedite the permanent repairs or replacement of;  
the damaged property.

### C. Equipment Breakdown Exclusions

With regard to the coverage provided by this endorsement only, the following exclusions apply in addition to the Exclusions found elsewhere in the policy:

1. We will not pay for a “breakdown” caused directly or indirectly by or resulting from 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: fire; lightning; windstorm; hail; explosion; riot or civil commotion; vehicles; smoke; vandalism or malicious mischief, theft; falling objects; weight of ice, snow or sleet; freezing; water or steam; or collapse. However, we will pay for a “breakdown” to “covered equipment” if fire; explosion; riot or civil commotion; vehicles; smoke; vandalism or malicious mischief; or theft occurs away from the “residence premises” shown in the declarations and causes an electrical surge or other electrical disturbance that comes through utility transmission lines.

2. When this endorsement is attached to the HO 00 01 or HO 00 02:

We will not pay for a loss caused directly or indirectly by or resulting from any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss: wear and tear, including damage caused by marring, deterioration, inherent vice, latent defect, rust, corrosion, erosion, contamination except as provided by the Pollutants Coverage Extension, or smog. However, we will pay for a "breakdown" to "covered equipment" that ensues from wear and tear, including damage caused by marring, deterioration, inherent vice, latent defect, rust, corrosion, erosion, contamination, or smog.

**D. Conditions**

The following provision applies to the coverage provided by this endorsement in addition to the provisions in C. Loss Settlement of Section I - CONDITIONS:

**New Generation.** If "covered equipment" cannot be repaired or the cost to repair is more than the cost to replace, the following provision may be chosen:

If you want to replace damaged "covered equipment" with materials that are safer, conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact, we will pay up to 50% more than "covered equipment" of like kind and quality would have cost at the time of the "breakdown" including such costs required to attain green or other environmental certifications.

**E. Limit of Liability:**

1. The most we will pay for a loss covered under this endorsement is \$50,000. This amount is part of, not in addition to, the applicable Limit of Liability shown in the Declarations.
2. The most we will pay for a loss involving the spoilage of perishable property is \$3,000. This amount is part of not in addition to the amount in E.1. above.

**F. Deductible:**

Subject to the Limit of Liability in E. above, we will only pay that part of the total for all loss payable under this endorsement that exceeds the deductible shown in the Declarations.

**G. Definitions.** The following definitions apply in addition to other definitions found elsewhere in the policy.

1. **"Breakdown"**

a. "Breakdown" means a fortuitous event that causes direct physical damage to "covered equipment" caused by the following:

- (1) Electrical failure caused by artificially generated electric current, including arcing;
- (2) Failure of pressure or vacuum equipment; or
- (3) Mechanical failure including rupture or bursting caused by centrifugal force;

At the time the "breakdown" occurs, it must manifest itself by physical damage to the "covered equipment" that necessitates repair or replacement.

b. "Breakdown" does not mean:

- (1) Defects, erasures, errors, limitations or viruses in "computer equipment", "data", "media" and/or programs including the inability to recognize and process any date or time or provide instructions to "covered equipment". However, if a "breakdown" to "covered equipment" ensues, we will pay the ensuing loss or damage not otherwise excluded;
- (2) Functioning of any safety or protective device;
- (3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection; or
- (4) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification.

2. **"Computer Equipment"** means:

- a. Your programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include "data" or "media".

**3. "Covered Equipment"**

- a. "Covered equipment" means and includes any:
- (1) Equipment designed and built to operate under internal pressure or vacuum other than weight of contents;
  - (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; or
  - (3) Communication equipment and "computer equipment"; or
  - (4) Fiber optics; or
  - (5) Outside yard maintenance equipment with power measuring equal to or less than 25hp, including but not limited to lawn mowers, garden tractors, snow removal equipment, weed whackers, chain saws, log splitters, wood chippers and blowers.
- b. "Covered equipment" does not mean or include any:
- (1) "Media";
  - (2) Insulating or refractory material;
  - (3) Pressure vessels and piping that are buried below ground and require the excavation of materials to inspect, remove, repair or replace;
  - (4) Structure, foundation, cabinet or compartment supporting or containing the "covered equipment" or part of the "covered equipment" including well casing;
  - (5) Motor vehicle, tractor or watercraft, including any "covered equipment" mounted on or used solely with any motor vehicle, tractor or watercraft;
  - (6) Outside yard maintenance equipment with power measuring greater than 25hp, including but not limited to lawn mowers, garden tractors, snow removal equipment, weed whackers, chain saws, log splitters, wood chippers and blowers; or
  - (7) Excavation or construction equipment including any "covered equipment" mounted on or used solely with any excavation or construction equipment.

**4. "Data" means:**

- a. Programmed and recorded material stored on "media" and
- b. Programming records used for electronic data processing, or electronically controlled equipment.

**5. "Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells. However, "media" does not include any hard disc drive that is an internal component of "computer equipment".**

- H.** If a loss covered under this EQUIPMENT BREAKDOWN ENDORSEMENT is also covered elsewhere in this policy, the coverage provided by this EQUIPMENT BREAKDOWN ENDORSEMENT is excess over any amount covered elsewhere in this policy.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE**

**SCHEDULE\***

Described Location: 706 HONEYSUCKLE VINE DR ROSENBERG, TX 77469	Windstorm or Hail Deductible Percentage Amount: 2%
*Entry may be left blank if shown elsewhere in this policy for this coverage.	

**DEDUCTIBLE**

The following special deductible is added to the policy:

With respect to the peril of Windstorm Or Hail, we will pay only that part of the total of all loss payable that exceeds the windstorm or hail percentage deductible.

The dollar amount of the windstorm or hail deductible, corresponding to each Described Location stated in the Schedule above, is determined by multiplying the Coverages **A, B, D** or **E** limit of liability shown in the Declarations, which ever is greatest, by the deductible percentage amount shown in the Schedule above.

No other deductible in the policy applies to loss caused by windstorm or hail.

All other provisions of this policy apply.



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

## **ADDITIONAL LIVING EXPENSE**

**FORM DP 00 01 ONLY**

1. We cover, for the limit of liability shown in this policy for this coverage, the necessary increase in living expense incurred by you so that your household can maintain its normal standard of living when a loss to property described in Coverages **A**, **B** or **C** by a Peril Insured Against in this policy makes the Described Location unfit for its normal use.  
Payment will be:
  - a. For the shortest time required to repair or replace the Described Location; or
  - b. If you permanently relocate, for the shortest time required for your household to settle elsewhere.
2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Additional Living Expense loss for a period not exceeding two weeks during which use is prohibited.
3. The periods of time referenced above are not limited by the expiration of this policy.
4. We do not cover loss or expense due to cancellation of a lease or agreement.

All other provisions of this policy apply.



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

## **LIMITED WATER DAMAGE COVERAGE ENDORSEMENT**

For an additional premium, the policy is endorsed under **E. Other Coverages**, to provide Sudden and Accidental Discharge or Overflow of Water or Steam. The total limit of liability is included on the declarations page for Coverage A and C. This does not increase the limit of liability that applies to the damaged covered property.

This peril means sudden and accidental discharge or overflow of water or steam, which occurs quickly and abruptly, from within a plumbing, heating, air conditioning system or from within a household appliance.

This peril does cover the cost of tearing out and replacing any part of the building necessary to repair the system from which the leakage or seepage occurred, excluding the slab or foundation.

**Except as specifically provided by this endorsement, this peril does not include loss:**

1. To the system or appliance from which the water or steam escaped;
2. Caused by or resulting from freezing;
3. Loss caused by, consisting of, or resulting from "fungi" or microbes;
4. "Fungi" or microbes which are the result of constant or repeated seepage or leakage of water or steam (or the presence or condensation of humidity, moisture or vapor) from within a plumbing, heating, air conditioning system or from within a household appliance;
5. Constant or repeated seepage or leakage of water or steam over a period of week, months or years from within a plumbing , heating, air conditioning system or from within a household appliance, whether or not hidden or concealed;
6. Any deterioration, wet or dry rot, rust, decay or corrosion;
7. From sudden and accidental discharge or overflow of water or steam from within a plumbing, heating or air conditioning system, that is either below the surface of the ground or within or below the slab or foundation;
8. From a shower pan.

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.

**SI 01 08 0115**



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

## **SPECIAL PROVISIONS – TEXAS**

### **PERSONAL LIABILITY ADDITIONAL POLICY CONDITIONS**

**E. Cancellation** is replaced by the following:

#### **E. Cancellation**

1. You may cancel this policy at any time by notifying us of the date cancellation is to take effect. We will send you any refund due when the policy is returned to us.
2. We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
  - (a) When this policy has been in effect for 60 days or less, we may cancel this policy for any reason.
  - (b) If this policy has been in effect more than 60 days or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
    - (1) Failure to pay premiums when due;
    - (2) An increase in hazard within your control which would produce an increase in the rate;
3. If we cancel, our notice to you will state that if the refund is not included with the notice, it will be returned on demand.
4. We may not cancel this policy solely because you are an elected official.

The following conditions are added:

#### **F. Refusal To Renew**

1. We may not refuse to renew this policy solely because you are an elected official.
2. If we refuse to renew this policy, we must deliver to you, or mail to you at your mailing address shown on the Declarations page and any mortgagee named on the Declarations page, written notice of our refusal to renew not later than the 60th day before the date on which this policy expires. If notice is delivered or mailed later than the 60th day before the date on which the policy expires, the coverage shall remain in effect until the 61st day after the date on which the notice is delivered or mailed. Proof of mailing will be sufficient notice. If we fail to give you proper notice of our decision not to renew, you may require us to renew the policy. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

#### **G. Notice Of Offer To Settle Or Of Settlement Of Claim**

1. We will notify you in writing of any initial offer to settle a claim against you under this coverage. We will give you notice within 10 days after the date the offer is made.
2. We will notify you in writing of any settlement of a claim against you under this coverage. We will give you notice within 30 days after the date of the settlement.

All other provisions of this policy apply.





## PERSONAL LIABILITY

### AGREEMENT

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

### DEFINITIONS

- A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
- 1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
    - a.** Liability for "bodily injury" or "property damage" arising out of the:
      - (1)** Ownership of such vehicle or craft by an "insured";
      - (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
      - (3)** Entrustment of such vehicle or craft by an "insured" to any person;
      - (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
      - (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
    - b.** For the purpose of this definition:
      - (1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
      - (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
      - (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
      - (4)** Motor vehicle means a "motor vehicle" as defined in **7.** below.
  - 2.** "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  - 3.** "Business" means:
    - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b.** Any other activity engaged in for money or other compensation, except the following:
      - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4)** The rendering of home day care services to a relative of an "insured".
  - 4.** "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".
  - 5.** "Insured" means:
    - a.** You and residents of your household who are:
      - (1)** Your relatives; or
      - (2)** Other persons under the age of 21 and in the care of any person named above;
    - b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
      - (1)** 24 and your relative; or
      - (2)** 21 and in your care or the care of a person described in **a.(1)** above;

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **a.** or **b.** above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- d. With respect to a "motor vehicle" to which this policy applies:
  - (1) Persons while engaged in your employ or that of any person included in **a.** or **b.** above; or
  - (2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

- 6. "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.
- 7. "Motor vehicle" means:
  - a. A self-propelled land or amphibious vehicle; or
  - b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.
- 8. "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".
- 9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- 10. "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".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.
- 11. "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;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

## LIABILITY COVERAGES

### A. Coverage L – Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

### B. Coverage M – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
  - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
  - b. Is caused by the activities of an "insured";
  - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
  - d. Is caused by an animal owned by or in the care of an "insured".

## EXCLUSIONS

### A. "Motor Vehicle Liability"

1. Coverages **L** and **M** 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) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
  - (2) Rented to others;
  - (3) Used to carry persons or cargo for a charge; or
  - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
    - a. In dead storage on an "insured location";
    - b. Used solely to service an "insured's" residence;
    - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
      - (1) Being used to assist a handicapped person; or
      - (2) Parked on an "insured location";
    - d. Designed for recreational use off public roads and:
      - (1) Not owned by an "insured"; or
      - (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 6.a., b., d., e. or h.**; or
    - e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
      - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
        - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
        - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
        - (c) Cross public roads at designated points to access other parts of the golfing facility; or
      - (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

## B. "Watercraft Liability"

1. Coverages **L** and **M** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or
  - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
  - a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than 26 feet in overall length; or
    - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - c. Is not a sailing vessel and is powered by:
    - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
      - (a) 50 horsepower or less and not owned by an "insured"; or
      - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
    - (2) One or more outboard engines or motors with:
      - (a) 25 total horsepower or less;
      - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
      - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
      - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
        - (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

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

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

## C. "Aircraft Liability"

This policy does not cover "aircraft liability".

## D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

## E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others

Coverages **L** and **M** do not apply to the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

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

### 2. "Business"

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

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

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

- (1) The rental or holding for rental of an "insured location";
  - (a) On an occasional basis if used only as a residence;

(b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) In part, as an office, school, studio or private garage; and

(2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

### 3. Professional Services

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

### 4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
  - b. Rented to an "insured"; or
  - c. Rented to others by an "insured";
- that is not an "insured location";

### 5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

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

### 6. 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 orders of a licensed physician.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.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".

### F. Coverage L – Personal Liability

Coverage L 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;

b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an "insured location"; or

(2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in a. above or elsewhere in this policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

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

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this policy:
  - a. Is also an insured under a nuclear energy liability policy issued by the:
    - (1) Nuclear Energy Liability Insurance Association;
    - (2) Mutual Atomic Energy Liability Underwriters;
    - (3) Nuclear Insurance Association of Canada;
 or any of their successors; or
  - b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or
6. "Bodily injury" to you or an "insured" as defined under Definitions **5.a.** or **b.**  
 This exclusion also applies to any claim made or suit brought against you or an "insured":
  - a. To repay; or
  - b. Share damages with;  
 another person who may be obligated to pay damages because of "bodily injury" to an "insured".

**G. Coverage M – Medical Payments To Others**

Coverage **M** 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. Non-occupational disability law; or
  - c. Occupational disease law;
3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination;
 all whether controlled or uncontrolled or however caused; or

d. Any consequence of any of these; or

4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

**ADDITIONAL COVERAGES**

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

**A. Claim Expenses**

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **L** limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**B. First Aid Expenses**

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

**C. Damage To Property Of Others**

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
  - a. Caused intentionally by an "insured" who is 13 years of age or older;
  - b. To property owned by an "insured";
  - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - d. Arising out of:
    - (1) A "business" engaged in by an "insured";
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or

- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion **d.(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.

## CONDITIONS

### A. Limit Of Liability

Our total liability under Coverage **L** for all damages resulting from any one "occurrence" will not be more than the Coverage **L** 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 **M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **M** limit of liability shown in the Declarations.

### B. Severability Of Insurance

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

### C. Duties After "Occurrence"

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and the "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - c. Names and addresses of any claimants and witnesses;

2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to **C. Damage To Property Of Others** under Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

### D. Duties Of An Injured Person – Coverage M – 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 M – 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 policy.
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 **L** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

### **G. Bankruptcy Of An "Insured"**

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

### **H. Other Insurance**

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

### **I. Policy Period**

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

### **J. Subrogation**

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

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

Subrogation does not apply to Coverage **M** or Paragraph **C. Damage To Property Of Others** under Additional Coverages.

### **K. Concealment Or Fraud**

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
  2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.



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

## **SPECIAL PROVISIONS – TEXAS**

### **EXCLUSIONS**

Paragraph **E.1. Expected Or Intended Injury** is replaced by the following:

#### **1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured".

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

Paragraph **E.6. Communicable Disease** is replaced by the following:

#### **6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of sickness or disease by an "insured" through sexual contact;

Paragraph **E.7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse** is replaced by the following:

#### **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.

For the purposes of this exclusion, abuse means an act which is committed with the intent to cause harm; or

All other provisions of this policy apply.



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

## **ANIMAL LIABILITY EXCLUSION**

Under **“PERSONAL LIABILITY, LIABILITY COVERAGES, COVERAGE L – Personal Liability” & “COVERAGE M – Medical Payments To Others**

This policy does not provide coverage for:

- Bodily injury, property damage or personal medical payments caused by any animal owned by, or in the care, custody or control of any insured person, or that of your employee or agent.

This exclusion applies both on and off the insured premises.

This exclusion will apply to all renewals, continuations and changes to the policy until removed by the company.



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

## **SWIMMING POOL LIABILITY EXCLUSION**

Under **“PERSONAL LIABILITY, LIABILITY COVERAGES, COVERAGE L – Personal Liability” & “COVERAGE M – Medical Payments To Others.** “ “We” do not pay for “bodily injury” or “property damage” of any kind from any cause arising out of the ownership, maintenance, operation or use of any swimming pool. This exclusion applies whether such use is authorized or unauthorized.

This exclusion will apply to all renewals, continuations and changes to the policy until removed by the company.



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

## **TRAMPOLINE LIABILITY EXCLUSION**

Under **“PERSONAL LIABILITY, LIABILITY COVERAGES, COVERAGE L – Personal Liability” & “COVERAGE M – Medical Payments To Others.**

This policy does not provide coverage for bodily injury or property damage that results directly or indirectly from the use of a trampoline by any person on the insured premises; This policy does not provide coverage for bodily injury or property damage that results directly or indirectly from the ownership, use, care, renting, loaning, entrusting or supervision of a trampoline by any insured.

This exclusion will apply to all renewals, continuations and changes to the policy until removed by the company.





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

**MEDICAL PAYMENTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

LIABILITY COVERAGES B. COVERAGE M - MEDICAL PAYMENTS TO OTHERS of the Personal Liability coverage Form is deleted in its entirety and replaced as follows:

**B. Coverage M – Medical Payments to Others**

**1. Insuring Agreement**

a. At your written request, we will pay medical expenses as described below for “bodily injury” caused by an accident:

- (1) on premises you own or rent
- (2) on ways next to premises you own or rent;;

provided that:

- (1) the accident takes place in the “coverage territory” during the policy period
- (2) the expenses are incurred and reported to us in writing within 180 days of the date of the accident;
- (3) the injured person submits to examination at our discretion and expense by physicians of our choice as often as we reasonably require;
- (4) within one year of the date of the accident the injured person furnishes to us all related medical records including but not limited to billing statements together with completed medical authorizations properly identifying all medical service providers.

b. We will make these payments only upon your written request provided that we receive such written request within one year of the date of the accident. If there is no written request from you, then there shall be no obligation on the part of the Company to make these payments. This coverage is intended solely for your benefit and not for the benefit of any person or entity. These payments shall not exceed the applicable limit of insurance. We will pay up to the amount of available insurance for this coverage limited to reasonable expenses for:

- (1) first aid administered at the time of an accident;
- (2) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) necessary ambulance, hospital, professional nursing and funeral services.

EXCLUSIONS G. COVERAGE M - MEDICAL PAYMENTS TO OTHERS of the Personal Liability coverage Form is deleted in its entirety and replaced as follows:

2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured.
  - b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
  - c. To a person injured on that part of premises you own or rent that the person normally occupies.
  - d. To a person, if other benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or similar law or if benefits are payable from any other insurance company (including, among others, accident or health insurers).
  - e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
  - f. Included within the "products-completed operation hazard".
  - g. Excluded under Coverage A.
  - h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
3. Words in this endorsement that are defined in the Personal Liability Coverage Form (DL 24 01 12 02) shall have the meaning set forth in that Coverage Form. By way of example, and not in limitation, "you" and "your" refer to the Named Insured shown in the Declarations.