

SERFF Tracking Number: HCAP-125326900 State: Arkansas  
First Filing Company: West American Insurance Company, ... State Tracking Number: AR-PC-07-026523  
Company Tracking Number: PL20070064F  
TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations  
Product Name: Homeowners Program  
Project Name/Number: Paris Forms Revision/PL20070064F

## Filing at a Glance

Companies: West American Insurance Company, American Fire and Casualty Company, The Ohio Casualty Insurance Company

Product Name: Homeowners Program SERFF Tr Num: HCAP-125326900 State: Arkansas  
TOI: 04.0 Homeowners SERFF Status: Closed State Tr Num: AR-PC-07-026523  
Sub-TOI: 04.0000 Homeowners Sub-TOI Co Tr Num: PL20070064F State Status:  
Combinations  
Filing Type: Form Co Status: Reviewer(s): Becky Harrington,  
Betty Montesi  
Author: Linda Baker Disposition Date: 10/31/2007  
Date Submitted: 10/22/2007 Disposition Status: Approved  
Effective Date Requested (New): 01/25/2008 Effective Date (New): 01/25/2008  
Effective Date Requested (Renewal): 01/25/2008 Effective Date (Renewal):  
01/25/2008

## General Information

Project Name: Paris Forms Revision Status of Filing in Domicile: Not Filed  
Project Number: PL20070064F Domicile Status Comments: This filing has not  
been filed in domiciliary state.  
Reference Organization: N/A Reference Number: N/A  
Reference Title: N/A Advisory Org. Circular: N/A  
Filing Status Changed: 10/31/2007  
State Status Changed: 10/23/2007 Deemer Date:  
Corresponding Filing Tracking Number: PL20070064R

### Filing Description:

In accordance with the prior approval filing requirements of your state, we submit for your review revisions to our Homeowners Program. We are revising various forms. The revisions are explained in detail in the attached cover letter and Forms Summary.

We are converting to a new policy administration system. Some of these revisions are to accommodate this conversion. Others are editorial in nature.

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These form revisions correspond to rule revisions submitted under separate cover under rules filing file number PL20070064R.

These revisions will apply to all new business and renewal policies written on or after January 25, 2008

## Company and Contact

### Filing Contact Information

Linda Baker, Product Analyst Linda.Baker@ocas.com  
 9450 Seward Road (800) 843-6446 [Phone]  
 Fairfield, OH 45014-5456 (513) 603-2160[FAX]

### Filing Company Information

West American Insurance Company	CoCode: 44393	State of Domicile: Indiana
9450 Seward Road	Group Code: 111	Company Type:
Fairfield, OH 45014-5456	Group Name:	State ID Number:
(800) 843-6446 ext. [Phone]	FEIN Number: 31-0624491	

American Fire and Casualty Company	CoCode: 24066	State of Domicile: Ohio
9450 Seward Road	Group Code: 111	Company Type:
Fairfield, OH 45014-5456	Group Name:	State ID Number:
(800) 843-6446 ext. [Phone]	FEIN Number: 59-0141790	

The Ohio Casualty Insurance Company	CoCode: 24074	State of Domicile: Ohio
9450 Seward Road	Group Code: 111	Company Type:
Fairfield, OH 45014-5456	Group Name:	State ID Number:
(800) 843-6446 ext. [Phone]	FEIN Number: 31-0396250	

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 per forms filing

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**Per Company:**                      **No**

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Fire and Casualty Company	\$0.00	10/22/2007	
The Ohio Casualty Insurance Company	\$50.00	10/22/2007	16225527
West American Insurance Company	\$0.00	10/22/2007	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	10/31/2007	10/31/2007

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Becky Harrington	10/26/2007	10/26/2007	Linda Baker	10/31/2007	10/31/2007

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## Disposition

Disposition Date: 10/31/2007  
Effective Date (New): 01/25/2008  
Effective Date (Renewal): 01/25/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter and Forms Summary	Approved	Yes
Form	Homeowners Declarations	Approved	Yes
Form	Replacement or Repair Cost Protection - Coverage A Dwelling 150% Coverage Cap - Arkansas	Approved	Yes
Form	Secure Home Endorsement	Approved	Yes
Form	Pride Homeowner Endorsement - Arkansas	Approved	Yes
Form	Residence Held in Trust	Approved	Yes
Form	Personal Property Special Limits	Approved	Yes
Form	Dwelling Under Construction	Approved	Yes
Form	Pride HOmeowners Endorsement - Arkansas	Approved	Yes
Form	Fire Department Service Charge	Approved	Yes
Form	Loss of Use - Increased Limit	Approved	Yes
Form	Personal Injury - Including Business Pursuits - Arkansas	Approved	Yes
Form	Beauty Shop or Barber Shop Endorsement	Approved	Yes
Form	Animal Exclusion Endorsement	Approved	Yes
Form	Section II Additional Residence Premises	Approved	Yes
Form (revised)	Electronic Systems Coverage - Arkansas	Approved	Yes
Form	Electronic Systems Coverage		Yes
Form	Pleasure Boat Policy	Approved	Yes
Form	Additional Insured Watercraft Liability	Approved	Yes
Form	Jewelry in Vaults Endorsement	Approved	Yes
Form	Participating Clause	Approved	Yes
Form	Inflation Guard Endorsement	Approved	Yes
Form	Residence Held in Trust	Approved	Yes
Form	Loss Assessment Coverage - Additional Locations	Approved	Yes

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**Form**

Church Residence Endorsement

Approved

Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 10/26/2007  
Submitted Date 10/26/2007  
Respond By Date  
Dear Linda Baker,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Pride Homeowner Endorsement - Arkansas (Form)
- Pride HHomeowners Endorsement - Arkansas (Form)
- Personal Injury - Including Business Pursuits - Arkansas (Form)

Comment: Please amend the pollution exclusion provision, so as not to be applicable to bodily injury and property damage caused by a heat, smoke, or fumes from a hostile fire. A hostile fire shall mean one that becomes uncontrollable or breaks out from where it was intended to be.

### Objection 2

- Electronic Systems Coverage (Form)

Comment:

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

Please feel free to contact me if you have questions.

Sincerely,  
Becky Harrington

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 10/31/2007  
Submitted Date 10/31/2007

Dear Becky Harrington,

**Comments:**

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## Response 1

Comments: Dear Ms. Harrington,

Regarding Objection Letter for HCAP-125326900, we respond as follows to your objection that the pollution exclusion applies to bodily injury and property damage caused by heat, smoke, or fumes from a hostile fire:

- Pride Homeowner Endorsement - Arkansas, OCH 462 06 07 - the pollution exclusion referenced applies to Section I coverage only and not Section II coverage. Hence, it does not apply to bodily injury and property damage.
- Pride Homeowner Endorsement - Arkansas, OCH 162 06 07 - the pollution exclusion referenced applies to Section I coverage only and not Section II coverage. Hence, it does not apply to bodily injury and property damage.
- Personal Injury - Including Business Pursuits - Arkansas, OCH 349 06 07 - the pollution exclusion referenced applies only to the "personal injury" coverages which are false arrest, malicious prosecution, wrongful eviction, oral or written publication of material that libels or slanders and oral or written publication of material that violates a person's right to privacy. Hence, it does not apply to bodily injury and property damage.

Regarding Objection Letter for HCAP-125326900, we respond as follows to your objection that the appraisal clause in Electronic Systems Coverage, OCH 950 06 07, must be amended to state it is non-binding:

- We are submitting a revision to OCH 950 to reflect a non-binding appraisal provision applies. Thank you for bringing this to our attention.

Linda Baker

### Related Objection 1

Applies To:

- Pride Homeowner Endorsement - Arkansas (Form)
- Pride Homeowners Endorsement - Arkansas (Form)
- Personal Injury - Including Business Pursuits - Arkansas (Form)

Comment:

Please amend the pollution exclusion provision, so as not to be applicable to bodily injury and property damage caused by a heat, smoke, or fumes from a hostile fire. A hostile fire shall mean one that becomes uncontrollable or breaks out from where it was intended to be.

### Related Objection 2

Applies To:

- Electronic Systems Coverage (Form)

Comment:

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

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**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Electronic Systems Coverage - Arkansas	OCH-950	06 07	Endorsement/Amendment/Conditions	Replaced		0	OCH 950 06 07.pdf
<b>Previous Version</b>							
<i>Electronic Systems Coverage</i>	<i>OCH-950</i>	<i>06 07</i>	<i>Endorsement/Amendment/Conditions</i>	<i>Replaced</i>		<i>0</i>	<i>OCH 950 06 07.pdf</i>

No Rate/Rule Schedule items changed.

Sincerely,  
Linda Baker

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Homeowners Declarations	n/a	n/a	Declaration New s/Schedule		40.00	homeowners declarations page.pdf
Approved	Replacement or Repair Cost Protection - Coverage A Dwelling 150% Coverage Cap - Arkansas	OCH-455	06 07	Endorsement New nt/Amendment/Conditions		40.00	OCH 455 06 07.pdf
Approved	Secure Home Endorsement	OCH-456	06 07	Endorsement New nt/Amendment/Conditions		40.00	OCH 456 06 07.pdf
Approved	Pride Homeowner Endorsement - Arkansas	OCH-462	06 07	Endorsement New nt/Amendment/Conditions		40.00	OCH 462 06 07.pdf
Approved	Residence Held in Trust	OCH-054306	06 07	Endorsement New nt/Amendment/Conditions		0.00	OCH 0543 06 07.pdf
Approved	Personal Property Special Limits	OCH-046601	06 08	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		OCH 04 66 01 08.pdf
Approved	Dwelling Under Construction	OCH-159	06 07	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		OCH 159 06 07.pdf
Approved	Pride Homeowners Endorsement -	OCH-162	06 07	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		OCH 162 06 07.pdf

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Arkansas				ons			
Approved	Fire Department Service Charge	OCH-188	06 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	OCH 188 06 07.pdf	
Approved	Loss of Use - Increased Limit	OCH-193	06 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	OCH 193 06 07.pdf	
Approved	Personal Injury - Including Business Pursuits - Arkansas	OCH-349	06 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	OCH 349 06 07.pdf	
Approved	Beauty Shop or Barber Shop Endorsement	OCH-353	06 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	OCH 353 06 07.pdf	
Approved	Animal Exclusion Endorsement	OCH-743	06 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	OCH 743 06 07.pdf	
Approved	Section II Additional Residence Premises	OCH-752	06 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	OCH 752 06 07.pdf	
Approved	Electronic Systems Coverage - Arkansas	OCH-950	06 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	OCH 950 06 07.pdf	
Approved	Pleasure Boat Policy	PB-3	06 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	PB 3 06 07.pdf	
Approved	Additional Insured Watercraft Liability	PB-4	06 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	PB 4 06 07.pdf	
Approved	Jewelry in Vaults	IM-2413	06 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00	IM 2413 06	

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Endorsement	nt/Amendm ent/Condi ons	Previous Filing #:	07.pdf
Approved Participating Clause IM-2406 06 07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #:	IM 2406 06 07.pdf
Approved Inflation Guard Endorsement HO 04 46 10 00	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #:	
Approved Residence Held in Trust HO 05 43 10 00	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #:	
Approved Loss Assessment Coverage - Additional Locations OCH-35 10 00	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #:	
Approved Church Residence Endorsement OCH-153 10 00	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #:	





# West American Insurance Company

9450 Seward Road, Fairfield, Ohio 45014  
1-800-345-6664 www.ocas.com

POLICY NUMBER:

PERIOD

12:01 am Standard Time

POLICY TERM:

AGENT'S PHONE NO

INSURED

AGENT

PRODUCER CODE

**THIS IS  
NOT A  
BILL**

## Dear Policyholder:



The Ohio Group of Insurance Companies, along with your Professional Independent Insurance Agent, thank you for your business. Enclosed is information regarding your insurance coverage. Please read these documents very carefully and contact your Independent Agent if you have any questions.

- If you have made additions or improvements to your property or purchased personal items of a significant value, such as furs or jewelry, please contact your Independent Agent to be sure you are properly protected.
- You will receive the billing statement under separate cover.
- The Ohio Casualty Group has enhanced your billing statement and made it easier to read.
- We now offer additional payment options including a no installment fee electronic funds transfer automated payment option. Additional information will be provided.



### Policy Reminders

- *Verify that all information is correct.*
- *Call your agent if you have any changes.*
- *File these documents in a safe place.*

## Important Messages

To report a claim, call your Agent or 1-800-FON-OHIO (1-800-366-6446)



**West American Insurance Company**

9450 Seward Road, Fairfield, Ohio 45014  
1-800-345-6664 www.ocas.com

**Homeowner  
Declaration**

POLICY NUMBER:

PERIOD

12:01 am Standard Time

POLICY TERM:

AGENT'S PHONE NO

INSURED

AGENT

PRODUCER CODE

INSURED LOCATION:

**SUMMARY OF PREMIUM**

Basic Premium

**TOTAL PREMIUM**

**DISCOUNTS/CREDITS:**

**PROPERTY COVERAGE**

- A. DWELLING
- B. OTHER STRUCTURES
- C. PERSONAL PROPERTY
- D. LOSS OF USE

**LIABILITY COVERAGE**

- E. PERSONAL LIABILITY EACH OCCURRENCE
- F. MEDICAL PAYMENTS TO OTHERS EACH PERSON

**DEDUCTIBLE**

Property Coverage: In case of loss, we cover only that part of the loss in excess of the deductible below, unless otherwise stated in policy forms or endorsements.

All Other Perils

**DESCRIPTION OF PREMISES**

- YEAR BUILT
- CONSTRUCTION
- NUMBER OF FAMILIES
- PROTECTION CLASS
- TERRITORY
- MARKET LEVEL
- PRIMARY
- ALTERNATIVE HEATING DEVICE
- TOWNHOUSE

**To report a claim, call your Agent or 1-800-FON-OHIO (1-800-366-6446)**



**West American Insurance Company**  
 9450 Seward Road, Fairfield, Ohio 45014  
 1-800-345-6664 www.ocas.com

POLICY NUMBER:

PERIOD

12:01 am Standard Time

POLICY TERM:

AGENT'S PHONE NO.

## Homeowner Declaration

INSURED

AGENT

### Policy Forms and Endorsements

This policy consists of the declaration page, the forms listed below and your representations on the application that are incorporated into the policy. Please refer to the policy forms for detailed information regarding your coverage.

**Policy Forms and Endorsements**

**If a form is revised during the policy term, the current edition date of the form will be substituted at renewal.**

**New forms are identified with an asterisk (\*).**

<b><u>Title</u></b>	<b><u>Form Number</u></b>	<b><u>Edition Date</u></b>	<b><u>Premium</u></b>
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Insurance is provided only with respect to the coverages for which a limit of liability is specified, subject to all conditions of this policy.

**AUTHORIZED SIGNATURE**

**To report a claim, call your Agent or 1-800-FON-OHIO (1-800-366-6446)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**REPLACEMENT OR REPAIR COST PROTECTION -  
COVERAGE A DWELLING ONLY -  
EXCESS DWELLING COVERAGE**

**150% COVERAGE CAP**

**SECTION I - PROPERTY COVERAGES**

We will settle covered losses to the dwelling insured under Coverage A at replacement cost without regard to the Coverage A limit of liability, up to a **MAXIMUM** of 150% of the Coverage A limit of liability, subject to Loss Settlement provisions in Section I - Conditions of this endorsement, if you have:

1. allowed us to insure the dwelling building for 100% of Replacement Cost as determined by the property evaluations made by us; and
2. allowed us to adjust the Coverage A limit of liability and premium in accordance with any increases in inflation; and
3. notified us, within 30 days of completion, of any alterations or additions to the dwelling which increase the replacement cost of the dwelling by 5% or more; and
4. elected to repair or replace the damaged dwelling.

**SECTION I - CONDITIONS**

With respect to **Section I - Conditions, Item C. Loss Settlement**, the provisions contained therein shall not apply to the dwelling insured under Coverage A, but the following replacement cost provisions shall apply:

1. We will pay no more than the smallest of the following amounts for equivalent construction and use on the same premises:
  - (a.) the replacement cost of the dwelling, or any parts of it, up to a **MAXIMUM** of 150% of the Coverage A limit of liability;
  - (b.) the amount actually and necessarily spent to repair or replace the dwelling or any parts of it;

If the building is rebuilt at a new premises, the cost described in 1.(a.) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

2. We will pay no more than the actual cash value of the damage until actual repair or replacement is completed.
3. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to the dwelling on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.
4. Conditions 1., 2., and 3. above shall apply only to the dwelling insured under Coverage A excluding awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether attached to the dwelling or not.

Loss settlement on **ADDITIONAL COVERAGES** is based on the Coverage A Dwelling amount as stated on the policy Declaration.

We will not pay increased costs resulting from enforcement of any ordinance or law resulting from construction, demolition or repair of the dwelling unless specifically provided under this policy.

This policy does not apply to land, including land on which the dwelling is located.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SECURE HOME ENDORSEMENT

Form HO-0003 Only

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### SPECIAL PERSONAL PROPERTY COVERAGE

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SECTION I – Perils Insured Against is deleted and replaced by the following:

#### SECTION I - PERILS INSURED AGAINST

We insure against risk of direct physical loss to property described in Coverages A, B and C.

We do not insure, however, for loss:

**A. Under Coverages A, B and C:**

1. Excluded under Section I – Exclusions;

2. Caused by:

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

(1) Maintain heat in the building; or

(2) Shut off the water supply and drain all systems and appliances of water.

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

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

(1) Fence, pavement, patio or swimming pool;

(2) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;

(3) Retaining wall or bulkhead that does not support all or part of a building or other structure;  
or

(4) Pier, wharf or dock;

c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings or a structure if such loss results from the accidental discharge or overflow of water or steam from within:

(1) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or

(2) A storm drain, or water, steam or sewer pipes, off the "residence premises".

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or

e. Any of the following:

(1) Wear and tear, marring, deterioration;

(2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;

(3) Smog, rust or other corrosion, or dry rot;

(4) Smoke from agricultural smudging or industrial operations;

- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against that would apply under Coverage C of the policy form if this endorsement were not attached to the policy form.

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;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (7) Birds, vermin, rodents, or insects; or
- (8) Animals owned or kept by an "insured".

**Exception To 2.e.**

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

- (i) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

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

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section I – Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under d. and e. above.

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

**B. Under Coverages A and B:**

1. Caused by vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
2. Involving collapse, other than as provided in E.8. Collapse under Section I – Property Coverages. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

**C. Under Coverage C caused by:**

1. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

However, there is coverage for breakage of the property by or resulting from:

- a. Fire, lightning, windstorm, hail;
- b. Smoke, other than smoke from agricultural smudging or industrial operations;
- c. Explosion, riot, civil commotion;
- d. Aircraft, vehicles, vandalism and malicious mischief;
- e. Collapse of a building or any part of a building;
- f. Water not otherwise excluded;
- g. Theft or attempted theft; or
- h. Sudden and accidental tearing apart, cracking, burning or bulging of:
  - (1) A steam or hot water heating system;
  - (2) An air conditioning or automatic fire protective sprinkler system; or

- (3) An appliance for heating water;
- 2. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- 3. Refinishing, renovating or repairing property other than watches, jewelry and furs;
- 4. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;
- 5. Destruction, confiscation or seizure by order of any government or public authority; or
- 6. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage C not precluded by any other provision in this policy is covered.

**SECTION I - COVERAGE C - PERSONAL PROPERTY**

- 3. **Special Limits of Liability** items e., f., and g., are deleted and replaced by the following:
  - e. \$1,500 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
  - f. \$2,500 for loss by theft, misplacing or losing of firearms and related equipment.
  - g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, platinum-ware, platinum-plated ware, and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

**SECTION I - ADDITIONAL COVERAGES**

**8. Collapse**

Paragraph b.(1) is deleted and replaced by the following:

- b.(1) Perils Insured Against in Coverages A and B;

The following paragraph is also added:

This additional coverage does not apply to Coverage C – Personal Property.

The following Additional Coverage is added:

**13. Lock Replacement**

We will pay up to \$350 to repair or replace door locks or tumblers of the **residence premises** due to theft of your door keys. No deductible applies to this coverage. You must promptly report the theft of keys to the police.

**SECTION I - EXCLUSIONS**

**A. 3. Water Damage.** The following paragraphs are added:

Water damage to property described in Coverage C away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

Water damage to property described in Coverage C on a premises or location owned, rented, occupied or controlled by an "insured" is excluded even if weather conditions contribute in any way to produce the loss.

**CONTENTS REPLACEMENT COST LOSS SETTLEMENT**

**A. Eligible Property**

- 1. Covered losses to the following property are settled at replacement cost at the time of loss:
  - a. Coverage C – Personal Property;
  - b. If covered in this policy, awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings.
- 2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
  - a. Jewelry;
  - b. Furs and garments trimmed with fur or consisting principally of fur;
  - c. Cameras, projection machines, films and related articles of equipment;
  - d. Musical equipment and related articles of equipment;

- e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.
- g. Bicycles
- h. Sports Equipment
- i. Miscellaneous Items
- j. Jewelry – Broad Pair and Set Coverage
- k. Jewelry – Jewelry in Vaults

Personal Property Replacement Cost loss settlement will not apply to other classes of property separately described and specifically insured.

#### **AGREED VALUE**

It is agreed that in the event of a total loss to articles that are separately described and specifically insured under this policy, we will pay the amount of insurance shown for the article.

#### **B. Ineligible Property**

Property listed below is not eligible for replacement loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

- 1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
- 2. Memorabilia souvenirs, collectors items and similar articles whose age or history contribute to their value.
- 3. Articles not maintained in good or workable condition.
- 4. Articles that are outdated or obsolete and are stored or not being used.
- 5. Watercraft, inboard motorboats, outboard motorboats, outboard motors, inboard/outboard motorboats, inboard/outdrive motorboats, houseboats, sailboats, boat accessories and equipment, boat trailers and boat carriers.

#### **C. Replacement Cost Loss Settlement Condition**

The following loss settlement condition applies to property described in A. above:

- 1. We will pay no more than the least of the following amounts:
  - a. Replacement cost at the time of loss without deduction for depreciation;
  - b. The full amount actually spent to replace or repair damaged property;
  - c. The limit of liability that applies to Coverage C, if applicable;
  - d. Any applicable special limits of liability stated in this policy; or
  - e. For loss to any item described in A.2.a. - K. above the limit of liability that applies to the item.
- 2. If the cost to repair or replace the property described in A. above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
- 3. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

Total recovery of any additional liability in accordance with this endorsement must be made within two years from the date of loss.

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### **REPLACEMENT OR REPAIR COST PROTECTION - COVERAGE A DWELLING ONLY - 150% COVERAGE CAP**

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#### **SECTION I - PROPERTY COVERAGES**

We will settle covered losses to the dwelling insured under Coverage A at replacement cost without regard to the coverage A limit of liability, up to a **MAXIMUM** of 150% of the Coverage A limit of liability, subject to Loss Settlement provisions in Section I – Conditions of this endorsement, if you have:

- 1. allowed us to insure the dwelling building for 100% of Replacement Cost as determined by the property evaluations made by us; and
- 2. allowed us to adjust the Coverage A limit of liability and premium in accordance with any increases in inflation; and

3. notified us, within 30 days of completion, of any alterations or additions to the dwelling which increase the replacement cost of the dwelling by 5% or more; and
4. elected to repair or replace the damaged dwelling.

### SECTION I - CONDITIONS

With respect to **Section I - Conditions, Item C. Loss Settlement**, the provisions contained therein shall not apply to the dwelling insured under Coverage A, but the following replacement cost provisions shall apply:

1. We will pay no more than the smallest of the following amounts for equivalent construction and use on the same premises:
  - (a.) the replacement cost of the dwelling, or any parts of it, up to a **MAXIMUM** of 150% of the Coverage A limit of liability;
  - (b.) the amount actually and necessarily spent to repair or replace the dwelling or any parts of it;If the building is rebuilt at a new premises, the cost described in 1.(a.) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.
2. We will pay no more than the actual cash value of the damage until actual repair or replacement is completed.
3. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to the dwelling on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.
4. Conditions 1., 2., and 3. above shall apply only to the dwelling insured under Coverage A excluding awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether attached to the dwelling or not.

Loss settlement on ADDITIONAL COVERAGES is based on the Coverage A Dwelling amount as stated on the policy Declaration.

We will not pay increased costs resulting from enforcement of any ordinance or law resulting from construction, demolition or repair of the dwelling unless specifically provided under this policy.

This policy does not apply to land, including land on which the dwelling is located.

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### GOLF CART PHYSICAL DAMAGE

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We insure motorized golf carts against direct, physical loss for the perils insured against in Coverage C. Coverage is subject to Coverage C exclusions including the following:

- a. Loss which occurs while it is rented to others or used to carry persons or property for a fee.
- b. Damage due and confined to: wear and tear; freezing; mechanical or electrical breakdown or failure; or road damage to tire, treads, or belts. However, this exclusion does not apply if the damage results from the total theft of your covered golf cart.
- c. Loss to any non-owned golf cart.
- d. Loss to any golf cart:
  - (1) operated in; or while in practice or preparation for;  
any racing or speed contest regardless of whether such contest is prearranged or organized.
- e. Contents Replacement Cost Loss Settlement Endorsement is not applicable.

Subject to deductible, we will pay no more than the least of the following:

- a. the actual cash value of the property at the time of loss or damage;
- b. the amount for which the property could reasonably be expected to be repaired to its condition immediately prior to loss or damage;
- c. the amount for which the article could reasonably be expected to be replaced with one substantially identical to the article lost or damaged; or
- d. the applicable amount of insurance.

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### IDENTITY FRAUD EXPENSE COVERAGE

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#### DEFINITIONS

With respect to IDENTITY FRAUD EXPENSE COVERAGE, the following definitions are added:

1. "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
2. "Expenses" means:
  - a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
  - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
  - c. Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000.
  - d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
  - e. Reasonable attorney fees incurred as a result of "identity fraud" to:
    - (1) Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies;
    - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and
    - (3) Challenge the accuracy or completeness of any information in a consumer credit report.
  - f. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".

The following Additional Coverage is added under Section I:

#### **IDENTITY FRAUD EXPENSE**

We will pay up to \$15,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance.

#### **EXCLUSIONS**

The following additional exclusions apply to IDENTITY FRAUD EXPENSE COVERAGE.

We do not cover:

1. Loss arising out of or in connection with a "business".
2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person aiding or abetting an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
3. Loss other than "expenses".

#### **SECTION I - CONDITION**

##### **B. Duties After Loss**

The following is added:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

All other provisions of this policy apply to the SECURE HOME ENDORSEMENT.

## PRIDE HOMEOWNER ENDORSEMENT - ARKANSAS

For an additional premium, we agree to provide the following Coverage:

### DEFINITIONS

The following definitions are added:

12. "Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.
13. "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
14. "Expenses" with respect to "identity fraud" means:
  - a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
  - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
  - c. Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000.
  - d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
  - e. Reasonable attorney fees incurred as a result of "identity fraud" to:
    - (1) Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies;
    - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and
    - (3) Challenge the accuracy or completeness of any information in a consumer credit report.
  - f. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".

### SECTION I - PROPERTY COVERAGES

#### C. COVERAGE C - PERSONAL PROPERTY

is changed as follows:

##### 2. Limit For Property At Other Residences is changed as follows:

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because of a covered cause of loss and is being repaired, renovated or rebuilt and is not fit to live in or store property in; or

- b. In a newly acquired principal residence for 60 days from the time you begin to move the property there.

**3. Special Limits of Liability is changed to read:**

**3. Special Limits of Liability**

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

- a. \$300 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$5,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

- c. \$2,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$2,500 on trailers or semitrailers not used with watercraft.
- e. \$5,000 for loss by theft, losing or misplacement of jewelry, watches, furs, precious and semiprecious stones. However, we will not pay more than \$1,500 for any one article.
- f. \$5,000 for loss by theft, losing or misplacement of firearms and related equipment.
- g. \$5,000 for loss by theft, losing or misplacement of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$5,000 on property on the "residence premises" used primarily for "business" purposes.
- i. \$1,000 on property, away from the "residence premises," used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.
- j. \$1,500 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.  
Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category j.
- k. \$1,500 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.

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

**E. ADDITIONAL COVERAGES**

E. Additional coverages are changed as follows;

**1. Debris Removal**

- a. We will pay your reasonable expense for the removal of:
  - (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
  - (2) 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. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 10% of that limit is available for such expense.

- b. We pay the reasonable expense, incurred by you, in the removal of debris of covered trees, shrubs and plants, from the Residence Premises, when the damage is the result of windstorm, hail or weight of ice, snow or sleet. Our limit of liability is \$1,000 in the aggregate. This includes the limit of liability offered by other parts of the policy to which this endorsement is attached and is not an additional amount.
- c. Included within the \$1,000 limit of **b.** above, we will also pay your reasonable expense for the removal from the "residence premises" of a neighbor's tree(s) felled by a Peril Insured Against under Coverage C provided the tree(s):
  - (1) Damage(s) a covered structure; or
  - (2) Does not damage a covered structure, but;
    - (a) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
    - (b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree in **b.** and **c.** above.

This coverage is additional insurance.

5. **Property Removed** is changed to read:

5. **Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 60 days while removed.

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

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

The limit of liability that applies to this Additional Coverage is increased to \$2,500.

8. **Collapse** is changed to read:

8. **Collapse.**

Paragraph **b.(1)** is deleted and replaced by the following:

- (1) Perils Insured Against in Coverages **A** and **B**.

The following is added:

Personal Property under Coverage **C** is not subject to collapse exclusions.

The following **Additional Coverages** are added or modified:

11. **Ordinance Or Law** is deleted and replaced by:

11. **Ordinance or Law**

a. You may use up to 30% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

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

c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

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

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

This coverage is additional insurance.

### 13. Refrigerated Products Coverage.

We will pay for damage or loss to the contents of freezers or refrigerated units. The loss or damage must be caused by:

- a. a power interruption; or
- b. a mechanical failure of an appliance located on the residence premises.

Power interruption shall not include:

- a. disconnection of the electrical service to an appliance by unplugging it from the electrical source; or
- b. switching an appliance or electrical source off.

Mechanical failure means the breakdown or malfunction of:

- a. an appliance compressor; or
- b. its related components resulting in the loss of refrigeration.

When you learn of a power interruption or mechanical failure occurrence that may result in loss or damage to the contents of a freezer or refrigerated unit, you must use all reasonable means to protect this property from further loss or damage. If you do not protect these refrigerated products from further damage, this coverage will not apply.

The most we will pay under this Additional Coverage is \$500. A \$100 deductible applies to this coverage.

### 14. Reward Coverage.

We will pay you an amount that you have incurred in the payment of rewards for information leading to the:

- a. return of the undamaged, stolen articles; or
- b. the arrest and conviction of any person(s) who have stolen articles and/or damaged any of your covered property.

The most we will pay under this Additional Coverage is the actual cash value of the stolen article(s) or \$500, whichever is less.

### 15. Lock Replacement.

We will pay up to \$350 to repair or replace door locks or tumblers of the residence premises due to theft of your door keys. No deductible applies to this coverage. You must promptly report the theft of the keys to the police.

### 16. Agreed Value.

It is agreed that in the event of a total loss to articles that are separately described and specifically insured under this policy, we will pay the amount of insurance shown for the article.

### 17. Golf Cart Physical Damage.

We insure motorized golf carts against direct, physical loss for the perils insured against in Coverage C. Coverage is subject to Coverage C exclusions. The following additional exclusions apply:

- a. Loss which occurs while it is rented to others or used to carry persons or property for a fee.
- b. Damage due and confined to: wear and tear; freezing; mechanical or electrical breakdown or failure; or road damage to tires, treads, or belts. However this exclusion does not apply if the damage results from the total theft of your covered golf cart.
- c. Loss to any non-owned golf cart.
- d. Loss to any golf cart:
  - (1) operated in; or while in practice or preparation for; any racing or speed contest regardless of whether such contest is prearranged or organized.
- e. Contents Replacement Cost Loss Settlement Coverage endorsement is not applicable.

Subject to deductible, we will pay no more than the least of the following:

- a. the actual cash value of the property at the time of loss or damage;
- b. the amount for which the property could reasonably be expected to be repaired to its condition immediately prior to loss or damage;
- c. the amount for which the article could reasonably be expected to be replaced with one substantially identical to the article lost or damaged; or
- d. the applicable amount of insurance.

#### **18. Water Back Up And Sump Discharge Or Overflow**

We insure for direct physical loss, not caused by the negligence of an "insured", to property covered under Section I caused by water, or water-borne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
  - a. Sump, sump pump; or
  - b. Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages A, B, C or D stated in the Declarations.

#### **19. Identity Fraud Expense**

We will pay up to \$15,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance.

**SECTION I - PERILS INSURED AGAINST** is amended to read:

#### **SECTION I - PERILS INSURED AGAINST**

We insure against risk of direct physical loss to property described in Coverages A, B and C.

We do not insure, however, for loss:

#### **A. Under Coverages A, B and C:**

1. Excluded under Section I - Exclusions;
2. Caused by:
  - a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:

(1) Maintain heat in the building; or

(2) Shut off the water supply and drain all systems and appliances of water.

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

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
  - (1) Fence, pavement, patio or swimming pool;
  - (2) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;
  - (3) Retaining wall or bulkhead that does not support all or part of a building or other structure;or

- (4) Pier, wharf or dock;
- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:

- (1) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or
- (2) A storm drain, or water, steam or sewer pipes, off the "residence premises".

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or

- e. Any of the following:
  - (1) Wear and tear, marring, deterioration;
  - (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself; however, the mechanical breakdown exclusion does not apply to ADDITIONAL COVERAGES 18, Water Back Up And Sump Discharge Or Overflow.
  - (3) Smog, rust or other corrosion, or dry rot;
  - (4) Smoke from agricultural smudging or industrial operations;
  - (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against in a. through o. as listed in E.10. Landlord's Furnishings under Section I – Property Coverages.

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;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (7) Birds, vermin, rodents, or insects; or
- (8) Animals owned or kept by an "insured".

**Exception To 2.e.**

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

- (i) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

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

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section I – Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under d. and e. above.

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

**B. Under Coverages A and B**

1. Caused by vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
2. Involving collapse, other than as provided in E.8. Collapse under Section I – Property Coverages. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

**C. Under Coverage C caused by:**

1. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches bronzes, cameras and photographic lenses.  
However, there is coverage for breakage of the property by or resulting from:
  - a. Fire, lightning, windstorm, hail;
  - b. Smoke, other than smoke from agricultural smudging or industrial operations;
  - c. Explosion, riot, civil commotion;
  - d. Aircraft, vehicles, vandalism and malicious mischief;
  - e. Collapse of a building or any part of a building;
  - f. Water not otherwise excluded;
  - g. Theft or attempted theft; or
  - h. Sudden and accidental tearing apart, cracking, burning or bulging of:
    - (1) A steam or hot water heating system;
    - (2) An air conditioning or automatic fire protective sprinkler system; or
    - (3) An appliance for heating water;
2. Dampness, of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
3. Refinishing, renovating or repairing property other than watches, jewelry and furs;
4. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and out board engines or motors;
5. Destruction, confiscation or seizure by order of any government or public authority; or
6. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage C not precluded by any other provision in this policy is covered.

**SECTION I - EXCLUSIONS**

The Water Damage exclusion is deleted and replaced by the following:

Water Damage, meaning:

- 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:
  - (1) Backs up through sewers or drains; or
  - (2) Overflows or is discharged from a sump, sump pump or related equipment; as a direct or indirect result of flood; or
- c. Water, or water-borne material, below the surface of the ground, including water which:
  - (1) Exerts pressure on; or
  - (2) 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.

**Water Damage.** Subparagraph b. is deleted.

The following paragraph is added:

Water damage to property described in Coverage C away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

Paragraph B. is deleted and replaced by the following:

**B.** We do not insure for loss to property described in Coverage A and B caused by any of the following. However, any ensuing loss to property described in Coverages A, B and C not excluded or excepted in this policy is covered.

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

of part or all of any property whether on or off the "residence premises."

The following additional exclusions apply to Identity Fraud Expense Coverage:

We do not cover:

1. Loss arising out of or in connection with a "business".
2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person aiding or abetting an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
3. Loss other than "expenses".

#### **SECTION I - CONDITIONS**

**A. Insurable Interest and Limit of Liability** is changed to read:

**A. Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we shall not be liable in any one loss:

1. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
2. For more than the Coverage A Limit of Liability for dwelling loss or damage, unless additional liability is incurred for eligible replacement cost loss under the terms of **Condition S. Replacement Cost or Repair Cost Protection - Coverage A Dwelling - 150% Coverage Cap**, found in this endorsement; nor
3. for more than any other applicable limit of liability.

The following is added to **B. Duties After Loss**:

9. Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

**C. Loss Settlement** is deleted and replaced by the following:

**C. Loss Settlement.** Covered property losses are settled as follows:

1. Awnings, carpeting, outdoor radio and television antennas and aerials and personal property at the **cost to replace** or repair at the time of the loss.

For the purposes of this Coverage:

- a. Personal property includes household appliances and outdoor equipment.
- b. Personal property does not include:
  - (1) Antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with new articles; and
  - (2) Articles whose age or history contribute substantially to their value, including but not limited to memorabilia, souvenirs and collector's items.

- c. **"Cost to Replace"** means the cost at the time of loss of a new article of like kind and quality to the one damaged, destroyed or stolen. When an article is no longer manufactured or is not available, the **cost to replace** means the cost of a new article, similar to that damaged, destroyed or stolen, which is of comparable quality and usefulness.
- d. The limit of liability for loss on any personal property shall not exceed the smallest of the following amounts, subject to any deductible:
  - (1) The limit of liability of this policy applicable to Coverage C;
  - (2) Any special limits of liability described in the policy;
  - (3) The cost to replace, without deduction for depreciation, at the time of loss.
- e. When the full **cost to replace** or repair an article or articles is more than \$2,000, we will not be liable for any loss under any part of this provision unless and until you actually repair or replace the article or articles. You may elect to disregard the Replacement Cost Loss Settlement provisions and make claim under this policy for loss or damage to personal property on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.  
Total recovery of any additional liability in accordance with this endorsement must be made within two years from the date of loss.

We have the option either to repair or replace any item under this coverage or to reimburse the **cost to replace** it.

- 2. Structures including swimming pools that are not buildings, grave markers and the items listed under b.(1) and (2) above at actual cash value at the time of loss, but not exceeding the amount necessary to repair or replace.
- 3. Buildings under Coverage A or B at replacement cost without deduction for depreciation if you have complied with the provisions of Condition S and there is a loss to a building insured under Coverage A.
- 4. Buildings under Coverage A or B at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts for equivalent construction and use on the same premises:
  - a. the replacement cost of the building or any parts of it; or
  - b. the amount actually and necessarily spent to repair or replace the building or any parts of it.
- 5. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in 3. and 4.  
However, if the cost to repair or replace the damage is both:
  - a. Less than 5% of the amount of insurance in this policy on the building; and
  - b. Less than \$5,000
 we will settle the loss as noted in 3. and 4. above whether or not actual repair or replacement is complete.
- 6. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You can then make claim for any additional liability on a replacement cost basis provided you notify us of your intent to do so within 180 days after loss.

This policy does not apply to land, including land on which the building or structures are located.

The following condition is added:

- S. **Replacement Cost or Repair Cost Protection - Coverage A Dwelling - 150% Coverage Cap.** If you have:
  - a. allowed us to adjust the Coverage A limit of liability and the premium in accordance with:
    - (1) the property evaluations we make; and
    - (2) any increases in inflation; and
  - b. notified us, within 30 days of completion, of any alterations to the dwelling which increase the replacement cost of the dwelling by 5% or more; and
  - c. elected to repair or replace the damaged building;

We will:

- a. settle covered losses to the dwelling insured under Coverage A at replacement cost without regard to the Coverage A limit of liability, up to a **MAXIMUM** of 150% of the limit of liability, subject to Loss Settlement provisions in Section I—Conditions of this endorsement.

We will not pay increased costs resulting from enforcement of any ordinance or law resulting from construction, demolition or repair of the dwelling unless specifically provided under this policy.

Loss settlement on ADDITIONAL COVERAGES is based on the Coverage A Dwelling amount as stated on the policy Declaration.

## **SECTION II - LIABILITY COVERAGES**

### **COVERAGE E - PERSONAL LIABILITY**

This section is changed to read:

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury," "personal 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 the "insured" is legally liable. Damages include prejudgment interest awarded against the "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" or "personal injury" offense has been exhausted by payment of a judgment or settlement.

## **SECTION II - EXCLUSIONS**

F. **COVERAGE E - Personal Liability**, Subparagraph 3. is changed to read:

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

The following exclusions are added:

7. "Personal Injury":
  - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
  - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
  - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - d. Arising out of a criminal act committed by or at the direction of an "insured";
  - e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
  - f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
  - g. 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 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".

This exclusion 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;
- h. Arising out of civic or public activities performed for pay by an "insured";
  - i. To you or an "insured" as defined under Definition 5.a. or b.;

This exclusion also applies to any claim made or suit brought against you or an "insured":

(1) To repay; or

(2) Share damages with; or

Another person who may be obligated to pay damages because of "personal injury" to an "insured"; or

j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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.

8. Any loss, cost or expense arising out of any:

a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

## SECTION II - ADDITIONAL COVERAGES

A. **Claim Expenses.** Subparagraph 3. is changed to read:

3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$450 per day, for assisting us in the investigation or defense of a claim or suit; and

POLICY NUMBER:

HOMEOWNERS  
OCH-0543 (06-07)

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

## RESIDENCE HELD IN TRUST

### SCHEDULE\*

Enter Name of Grantor and Beneficiary.

\*Entries may be left blank if shown elsewhere in this policy.

#### A. Definitions

1. With respect to the coverages provided by this endorsement, the word "trustee" is defined as follows:  
"Trustee" means the trustee shown in the Declarations as the "named insured".
2. If one or more persons are named in the Schedule above and also occupy the insured dwelling, Definition **5.** which defines "insured", paragraphs **a.** and **b.** are extended to include such person(s) with respect to the coverages in the policy that are listed under **B.** Coverages below.

In addition to such persons who also reside in the dwelling and are named in the Schedule, the definition of "insured" is also extended to include any of the following residents of their household:

- a. A spouse;
  - b. A relative; or
  - c. Any person under the age of 21 and in the care of a person noted above.
3. Definition **6.** which defines "insured location" is deleted and replaced by the following:
  6. "Insured Location" means:
    - a. With respect to the trust and the "trustee", the following real property but only if legal title to such property is held solely by the trust:
      - (1) The "residence premises";
      - (2) The part of other premises, other structures and grounds used by you as a residence; and
        - (a) Which is shown in the Declarations; or
        - (b) Which is acquired by the trust during the policy period for use as a residence by the "trustee" or a person described in **2.** above;
      - (3) Any premises used by the "trustee" or a person described in **2.** above in connection with a premises described in **(1)** and **(2)** above;

- (4) Vacant land, other than farm land;
- (5) Land on which a one through four family dwelling is being built as a residence to be occupied by the "trustee" or a person described in 2. above; or
- (6) Individual or family cemetery plots or burial vaults; and

b. With respect to a person described in 2. above, the following real property:

- (1) Any premises used by such person in connection with a premises described in a.(1) and (2) above;
- (2) Vacant land, other than farm land, owned or rented to such person;
- (3) Land owned by or rented to such person on which a one through four family dwelling is being built as a residence to be occupied by that person;
- (4) Individual or family cemetery plots or burial vaults; or
- (5) Any part of a premises occasionally rented to such person for other than "business" use.

c. With respect to the "trustee" or a person described in 2. above, any part of a premises:

- (1) Not owned by such person; and
- (2) Where such person is temporarily residing.

## B. Coverages

The following coverages apply to the person(s) named in the Schedule above provided such person(s) also occupies the insured dwelling:

- a. Coverage C - Personal Property;
- b. Coverage D - Loss of Use, Paragraphs 1. and 3., Additional Living Expense;
- c. Coverage E - Personal Liability; and
- d. Coverage F - Medical Payments To Others.

If we decide to cancel or not to renew this policy, the persons named in the Schedule, if any, will be notified in writing.

## C. Section II - Liability Coverages

The following is added:

When the "trustee" does not regularly reside on the "residence premises":

- 1. The coverages provided under Coverage E - Personal Liability and Coverage F - Medical Payments To Others for the "trustee" only apply with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises"; and
- 2. There is no coverage under this policy for any resident of the "trustee's" household.

**D. Section II - Exclusions**

**1. Coverage E - Personal Liability and Coverage F - Medical Payments to Others**

The following exclusion is added:

Arising out of any act or decision or failure to act or decide by the "trustee" in administering the trust shown in the Declarations, other than as provided in Section II - Liability Coverages above.

**2. Coverage E - Personal Liability**

Paragraph **f.** is deleted and replaced by the following:

- f.** "Bodily injury" to the "trustee", an "insured" as defined under Definition **5.** "Insured" above, and in paragraphs **a.** or **b.** in the policy, or any person acting on their behalf.

All other provisions of this policy apply.

**OCH-0543 (06-07)**

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POLICY NUMBER:

HOMEOWNERS  
OCH-0466 (01-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE C INCREASED SPECIAL LIMITS OF LIABILITY**

TO BE USED WITH FORM HO-0003 WITH ENDORSEMENT OCH-162 OR OCH-462; FORM HO-0003 WITH ENDORSEMENT OCH-1234 OR OCH-456; FORM HO-0004 WITH ENDORSEMENT HO-0524 AND FORM HO-0006 WITH ENDORSEMENT HO-1731 OR WITH OCH-373

**SCHEDULE\***

**SECTION I - PROPERTY COVERAGES**

**Coverage C - Personal Property**

**3. Special Limits Of Liability**

The special limits of liability are increased as noted below:

	<b>Property</b>	<b>Increase in Limit of Liability*</b>	<b>Total Limit of Liability*</b>
a.	Money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.		
b.	Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps.		
e.	Jewelry, watches, furs, precious and semi-precious stones for loss by theft, misplacing or losing; but not more than \$1,000 for any one article.		
f.	Firearms and related equipment for loss by theft, misplacing or losing.		
g.	Silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware for loss by theft, misplacing and losing.		
j.	Electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.		
k.	Electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.		

All other provisions of this policy apply.

\* Entries may be left blank if shown elsewhere in this policy for this coverage.

**HOMEOWNERS AMENDATORY ENDORSEMENT  
DWELLING UNDER CONSTRUCTION**

The limit of liability stated in the declarations for Coverages A and B shall be the value upon completion and is provisional. The actual amount of insurance on any date while the policy is in force shall be:

- (a)** the replacement cost of that part of the building damaged for like construction and use on the same premises on the date of loss; or
- (b)** the necessary amount actually spent to repair or replace the damaged building on the date of loss.

You shall advise us when construction is completed for the deletion of this endorsement.

All other provisions of this policy apply.

## PRIDE HOMEOWNER ENDORSEMENT - ARKANSAS

For an additional premium, we agree to provide the following Coverage:

### DEFINITIONS

The following definitions are added:

12. "Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.
13. "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
14. "Expenses" with respect to "identity fraud" means:
  - a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
  - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
  - c. Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$5,000.
  - d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
  - e. Reasonable attorney fees incurred as a result of "identity fraud" to:
    - (1) Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies;
    - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and
    - (3) Challenge the accuracy or completeness of any information in a consumer credit report.
  - f. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".

### SECTION I - PROPERTY COVERAGES

#### C. COVERAGE C - PERSONAL PROPERTY

is changed as follows:

2. **Limit For Property At Other Residences** is changed as follows:

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because of a covered cause of loss and is being repaired, renovated or rebuilt and is not fit to live in or store property in; or

- b. In a newly acquired principal residence for 60 days from the time you begin to move the property there.

**3. Special Limits of Liability** is changed to read:

**3. Special Limits of Liability**

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

- a. \$300 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$5,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

- c. \$2,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$2,500 on trailers or semitrailers not used with watercraft.
- e. \$5,000 for loss by theft, losing or misplacement of jewelry, watches, furs, precious and semiprecious stones. However, we will not pay more than \$1,500 for any one article.
- f. \$5,000 for loss by theft, losing or misplacement of firearms and related equipment.
- g. \$5,000 for loss by theft, losing or misplacement of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$5,000 on property on the "residence premises" used primarily for "business" purposes.
- i. \$1,000 on property, away from the "residence premises," used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.
- j. \$1,500 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.  
Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category j.
- k. \$1,500 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.

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

**E. ADDITIONAL COVERAGES**

**E. Additional coverages are changed as follows;**

**1. Debris Removal**

- a. We will pay your reasonable expense for the removal of:
  - (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
  - (2) 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. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 10% of that limit is available for such expense.

- b. We pay the reasonable expense, incurred by you, in the removal of debris of covered trees, shrubs and plants, from the Residence Premises, when the damage is the result of windstorm, hail or weight of ice, snow or sleet. Our limit of liability is \$1,000 in the aggregate. This includes the limit of liability offered by other parts of the policy to which this endorsement is attached and is not an additional amount.
- c. Included within the \$1,000 limit of b. above, we will also pay your reasonable expense for the removal from the "residence premises" of a neighbor's tree(s) felled by a Peril Insured Against under Coverage C provided the tree(s):
  - (1) Damage(s) a covered structure; or
  - (2) Does not damage a covered structure, but;
    - (a) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
    - (b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree in b. and c. above.

This coverage is additional insurance.

**5. Property Removed** is changed to read:

- 5. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 60 days while removed.

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

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

The limit of liability that applies to this Additional Coverage is increased to \$2,500.

**8. Collapse** is changed to read:

**8. Collapse.**

Paragraph b.(1) is deleted and replaced by the following:

- (1) Perils Insured Against in Coverages A and B.

The following is added:

Personal Property under Coverage C is not subject to collapse exclusions.

The following **Additional Coverages** are added or modified:

**11. Ordinance Or Law** is deleted and replaced by:

**11. Ordinance or Law**

- a. You may use up to 30% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- c. We do not cover:
  - (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

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

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

This coverage is additional insurance.

**13. Refrigerated Products Coverage.**

We will pay for damage or loss to the contents of freezers or refrigerated units. The loss or damage must be caused by:

- a. a power interruption; or
- b. a mechanical failure of an appliance located on the residence premises.

Power interruption shall not include:

- a. disconnection of the electrical service to an appliance by unplugging it from the electrical source; or
- b. switching an appliance or electrical source off.

Mechanical failure means the breakdown or malfunction of:

- a. an appliance compressor; or
- b. its related components resulting in the loss of refrigeration.

When you learn of a power interruption or mechanical failure occurrence that may result in loss or damage to the contents of a freezer or refrigerated unit, you must use all reasonable means to protect this property from further loss or damage. If you do not protect these refrigerated products from further damage, this coverage will not apply.

The most we will pay under this Additional Coverage is \$500. A \$100 deductible applies to this coverage.

**14. Reward Coverage.** We will pay you an amount that you have incurred in the payment of rewards for information leading to the:

- a. return of the undamaged, stolen articles; or
- b. the arrest and conviction of any person(s) who have stolen articles and/or damaged any of your covered property.

The most we will pay under this Additional Coverage is the actual cash value of the stolen article(s) or \$500, whichever is less.

**15. Lock Replacement.** We will pay up to \$350 to repair or replace door locks or tumblers of the residence premises due to theft of your door keys. No deductible applies to this coverage. You must promptly report the theft of the keys to the police.

**16. Agreed Value.** It is agreed that in the event of a total loss to articles that are separately described and specifically insured under this policy, we will pay the amount of insurance shown for the article.

**17. Golf Cart Physical Damage.**

We insure motorized golf carts against direct, physical loss for the perils insured against in Coverage C. Coverage is subject to Coverage C exclusions. The following additional exclusions apply:

- a. Loss which occurs while it is rented to others or used to carry persons or property for a fee.
- b. Damage due and confined to: wear and tear; freezing; mechanical or electrical breakdown or failure; or road damage to tires, treads, or belts. However this exclusion does not apply if the damage results from the total theft of your covered golf cart.
- c. Loss to any non-owned golf cart.
- d. Loss to any golf cart:
  - (1) operated in; or while in practice or preparation for;  
any racing or speed contest regardless of whether such contest is prearranged or organized.
- e. Contents Replacement Cost Loss Settlement Coverage endorsement is not applicable.

Subject to deductible, we will pay no more than the least of the following:

- a. the actual cash value of the property at the time of loss or damage;
- b. the amount for which the property could reasonably be expected to be repaired to its condition immediately prior to loss or damage;
- c. the amount for which the article could reasonably be expected to be replaced with one substantially identical to the article lost or damaged; or
- d. the applicable amount of insurance.

#### **18. Water Back Up And Sump Discharge Or Overflow**

We insure for direct physical loss, not caused by the negligence of an "insured", to property covered under Section I caused by water, or water-borne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
  - a. Sump, sump pump; or
  - b. Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages **A, B, C** or **D** stated in the Declarations.

#### **19. Identity Fraud Expense**

We will pay up to \$15,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance.

**SECTION I - PERILS INSURED AGAINST** is amended to read:

#### **SECTION I - PERILS INSURED AGAINST**

We insure against risk of direct physical loss to property described in Coverages **A, B** and **C**.

We do not insure, however, for loss:

#### **A. Under Coverages **A, B** and **C**:**

1. Excluded under Section I – Exclusions;
2. Caused by:
  - a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
    - (1) Maintain heat in the building; or
    - (2) Shut off the water supply and drain all systems and appliances of water.However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.  
For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;
  - b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
    - (1) Fence, pavement, patio or swimming pool;
    - (2) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;
    - (3) Retaining wall or bulkhead that does not support all or part of a building or other structure;or

(4) Pier, wharf or dock;

- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:

(1) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or

(2) A storm drain, or water, steam or sewer pipes, off the "residence premises".

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or

- e. Any of the following:

(1) Wear and tear, marring, deterioration;

(2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself; however, the mechanical breakdown exclusion does not apply to ADDITIONAL COVERAGES 18, Water Back Up And Sump Discharge Or Overflow.

(3) Smog, rust or other corrosion, or dry rot;

(4) Smoke from agricultural smudging or industrial operations;

(5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against in a. through o. as listed in E.10. Landlord's Furnishings under Section I – Property Coverages.

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;

(6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;

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

(8) Animals owned or kept by an "insured".

#### **Exception To 2.e.**

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

(i) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or

(ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

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

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section I – Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under d. and e. above.

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

**B. Under Coverages A and B**

1. Caused by vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
2. Involving collapse, other than as provided in E.8. Collapse under Section I – Property Coverages. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

**C. Under Coverage C caused by:**

1. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches bronzes, cameras and photographic lenses.  
However, there is coverage for breakage of the property by or resulting from:
  - a. Fire, lightning, windstorm, hail;
  - b. Smoke, other than smoke from agricultural smudging or industrial operations;
  - c. Explosion, riot, civil commotion;
  - d. Aircraft, vehicles, vandalism and malicious mischief;
  - e. Collapse of a building or any part of a building;
  - f. Water not otherwise excluded;
  - g. Theft or attempted theft; or
  - h. Sudden and accidental tearing apart, cracking, burning or bulging of:
    - (1) A steam or hot water heating system;
    - (2) An air conditioning or automatic fire protective sprinkler system; or
    - (3) An appliance for heating water;
2. Dampness, of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
3. Refinishing, renovating or repairing property other than watches, jewelry and furs;
4. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and out board engines or motors;
5. Destruction, confiscation or seizure by order of any government or public authority; or
6. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage C not precluded by any other provision in this policy is covered.

**SECTION I - EXCLUSIONS**

The Water Damage exclusion is deleted and replaced by the following:

Water Damage, meaning:

- 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:
  - (1) Backs up through sewers or drains; or
  - (2) Overflows or is discharged from a sump, sump pump or related equipment; as a direct or indirect result of flood; or
- c. Water, or water-borne material, below the surface of the ground, including water which:
  - (1) Exerts pressure on; or
  - (2) 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.

**Water Damage.** Subparagraph b. is deleted.

The following paragraph is added:

Water damage to property described in Coverage C away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

Paragraph B. is deleted and replaced by the following:

**B.** We do not insure for loss to property described in Coverage A and B caused by any of the following. However, any ensuing loss to property described in Coverages A, B and C not excluded or excepted in this policy is covered.

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

of part or all of any property whether on or off the "residence premises."

The following additional exclusions apply to Identity Fraud Expense Coverage:

We do not cover:

1. Loss arising out of or in connection with a "business".
2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person aiding or abetting an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
3. Loss other than "expenses".

#### **SECTION I - CONDITIONS**

**A. Insurable Interest and Limit of Liability** is changed to read:

**A. Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we shall not be liable in any one loss:

1. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
2. For more than the Coverage A Limit of Liability for dwelling loss or damage, unless additional liability is incurred for eligible replacement cost loss under the terms of Condition S. **Replacement Cost or Repair Cost Protection - Coverage A Dwelling - 125% Coverage Cap**, found in this endorsement; nor
3. for more than any other applicable limit of liability.

The following is added to **B. Duties After Loss**:

9. Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

**C. Loss Settlement** is deleted and replaced by the following:

**C. Loss Settlement.** Covered property losses are settled as follows:

1. Awnings, carpeting, outdoor radio and television antennas and aerials and personal property at the **cost to replace** or repair at the time of the loss.

For the purposes of this Coverage:

- a. Personal property includes household appliances and outdoor equipment.
- b. Personal property does not include:
  - (1) Antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with new articles; and
  - (2) Articles whose age or history contribute substantially to their value, including but not limited to memorabilia, souvenirs and collector's items.

- c. **"Cost to Replace"** means the cost at the time of loss of a new article of like kind and quality to the one damaged, destroyed or stolen. When an article is no longer manufactured or is not available, the **cost to replace** means the cost of a new article, similar to that damaged, destroyed or stolen, which is of comparable quality and usefulness.
- d. The limit of liability for loss on any personal property shall not exceed the smallest of the following amounts, subject to any deductible:
  - (1) The limit of liability of this policy applicable to Coverage C;
  - (2) Any special limits of liability described in the policy;
  - (3) The cost to replace, without deduction for depreciation, at the time of loss.
- e. When the full **cost to replace** or repair an article or articles is more than \$2,000, we will not be liable for any loss under any part of this provision unless and until you actually repair or replace the article or articles. You may elect to disregard the Replacement Cost Loss Settlement provisions and make claim under this policy for loss or damage to personal property on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.

Total recovery of any additional liability in accordance with this endorsement must be made within two years from the date of loss.

We have the option either to repair or replace any item under this coverage or to reimburse the **cost to replace** it.

- 2. Structures including swimming pools that are not buildings, grave markers and the items listed under **b.(1)** and **(2)** above at actual cash value at the time of loss, but not exceeding the amount necessary to repair or replace.
- 3. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation if you have complied with the provisions of Condition **S** and there is a loss to a building insured under Coverage **A**.
- 4. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts for equivalent construction and use on the same premises:
  - a. the replacement cost of the building or any parts of it; or
  - b. the amount actually and necessarily spent to repair or replace the building or any parts of it.
- 5. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in **3.** and **4.**

However, if the cost to repair or replace the damage is both:

- a. Less than 5% of the amount of insurance in this policy on the building; and
- b. Less than \$5,000

we will settle the loss as noted in **3.** and **4.** above whether or not actual repair or replacement is complete.

- 6. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You can then make claim for any additional liability on a replacement cost basis provided you notify us of your intent to do so within 180 days after loss.

This policy does not apply to land, including land on which the building or structures are located.

The following condition is added:

- S. Replacement Cost or Repair Cost Protection - Coverage A Dwelling - 125% Coverage Cap.** If you have:
  - a. allowed us to adjust the Coverage **A** limit of liability and the premium in accordance with:
    - (1) the property evaluations we make; and
    - (2) any increases in inflation; and
  - b. notified us, within 30 days of completion, of any alterations to the dwelling which increase the replacement cost of the dwelling by 5% or more; and
  - c. elected to repair or replace the damaged building;

We will:

- a. settle covered losses to the dwelling insured under Coverage A at replacement cost without regard to the Coverage A limit of liability, up to a **MAXIMUM** of 125% of the limit of liability, subject to Loss Settlement provisions in Section I—Conditions of this endorsement.

We will not pay increased costs resulting from enforcement of any ordinance or law resulting from construction, demolition or repair of the dwelling unless specifically provided under this policy.

Loss settlement on ADDITIONAL COVERAGES is based on the Coverage A Dwelling amount as stated on the policy Declaration.

## **SECTION II - LIABILITY COVERAGES**

### **COVERAGE E - PERSONAL LIABILITY**

This section is changed to read:

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury," "personal 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 the "insured" is legally liable. Damages include prejudgment interest awarded against the "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" or "personal injury" offense has been exhausted by payment of a judgment or settlement.

## **SECTION II - EXCLUSIONS**

F. **COVERAGE E - Personal Liability, Subparagraph 3.** is changed to read:

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

The following exclusions are added:

7. "Personal Injury":
  - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
  - b. Arising out of oral or written publication of material, if "done by or at the direction of an "insured" with knowledge of its falsity;
  - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - d. Arising out of a criminal act committed by or at the direction of an "insured";
  - e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
  - f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
  - g. 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 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".

This exclusion 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;
- h. Arising out of civic or public activities performed for pay by an "insured";
- i. To you or an "insured" as defined under Definition 5.a. or b.;

This exclusion also applies to any claim made or suit brought against you or an "insured":

- (1) To repay; or
- (2) Share damages with; or

Another person who may be obligated to pay damages because of "personal injury" to an "insured"; or

- j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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.

- 8. Any loss, cost or expense arising out of any:
  - a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

## **SECTION II - ADDITIONAL COVERAGES**

### **A. Claim Expenses.** Subparagraph 3. is changed to read:

- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$450 per day, for assisting us in the investigation or defense of a claim or suit; and

**FIRE DEPARTMENT SERVICE CHARGE**

For an additional premium, the limit of liability shown in this policy for Fire Department Service Charge is increased as follows:

Increase in Limit of Liability \$	Total Limit of Liability \$
---	-----------------------------------

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

**LOSS OF USE - INCREASED LIMIT**

For an additional premium, the limit of liability for **COVERAGE D - Loss of Use** is increased by:

Increase in Limit of Liability

\$

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

**PERSONAL INJURY - INCLUDING  
BUSINESS PURSUITS**

Insured's occupation \_\_\_\_\_  
\_\_\_\_\_

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

**DEFINITIONS**

The following definition is added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

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

However, this does not include any fungi that are on, or are contained in, a good or product intended for consumption.

**SECTION II - LIABILITY COVERAGES**

**A. Coverage E - Personal Liability**

The following is added to Coverage E. - Personal Liability:

**Personal Injury Coverage**

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", 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 prejudgement 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 inappropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

## SECTION II EXCLUSIONS

With respect to the coverage provided by this endorsement, Section II - Exclusions is deleted and replaced by the following:

This insurance does not apply to:

1. "Personal Injury":
  - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
  - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
  - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - d. Arising out of a criminal act committed by or at the direction of an "insured";
  - e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership, maintenance or use of the premises;
  - f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
  - g. Injury arising out of the business pursuits of any "insured." However, this exclusion does not apply insofar as the "insured's" occupation as listed above on this endorsement.
  - h. Arising out of civic or public activities performed for pay by an "insured";
  - i. To you or an "insured" as defined under Definition **5.a.** or **b.**

This exclusion also applies to any claim made or suit brought against you or an "insured":

(1) To repay; or

(2) Share damages with;

another person who may be obligated to pay damages because of "personal injury" to an "insured"; or

- j. Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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.

- k. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungus", wet or dry rot, or bacteria.

2. Any loss, cost or expense arising out of any:

- a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

## **SECTION II - CONDITIONS**

With respect to the coverages provided by this endorsement, Section II - Condition I. Policy Period does not apply and Conditions A. Limit Of Liability, B. Severability Of Insurance and C. Duties After "Occurrence", are deleted and replaced by the following:

### **A. Limit Of Liability**

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage E. This limit is the same regardless of the number of "insureds", claims made or suits brought.

### **B. Severability Of Insurance**

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

### **C. Duties After Offense**

In the event of a covered offense, 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 "named insured";
  - b. Reasonably available information on the time, place and circumstances of the offense; 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 offense;
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. 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 "personal injury".

All other provisions of this policy apply.

**OCH-349 (06-07)**

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**BEAUTY SHOP OR BARBER SHOP ENDORSEMENT**  
(For attachment to Homeowners Policy)

Beauty Shop ( )

Barber Shop ( )

Number of Square feet in area occupied by Beauty Shop or Barber Shop \_\_\_\_\_

Number of Beauticians or Barbers (include Applicant, if active):

Full Time	(16 hours and over Per Week)	_____
Part Time	(under 16 hours Per Week)	_____
Manicurist		_____
Additional Premium		\$ _____

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

For an additional premium we provide coverage when a beauty shop or barber shop is operated on the "residence premises."

1. Under SECTION I PROPERTY COVERAGES - COVERAGE C - Personal Property is extended to include equipment, supplies and furnishings of a beauty shop or barber shop while this property is on the "residence premises."
2. Under SECTION II - EXCLUSIONS - Exclusion 5.b. of Coverage E - Personal Liability and Coverage F Medical Payments to Others, is deleted and the following substituted:

- b. 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 **5.b.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owned, or implied to be provided because of the nature of the "business".

This exclusion **5.b.** 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) Activities which are usual to "business pursuits" of an "insured" which are necessary or incidental to the use of the "residence premises" as a beauty shop or barber shop.
3. Under SECTION II - EXCLUSIONS - Exclusion 5.c. of Coverage E - Personal Liability and Coverage F Medical Payments to Others is deleted and the following substituted:

- d. Arising out of the rendering of or failure to render professional services except in connection with a beauty or barber shop on the "residence premises."
- 4. Under SECTION II - LIABILITY COVERAGES Coverage E Personal Liability and Coverage F Medical Payments to Others also applies to injury caused by a preparation or product used or sold by the beauty or barber shop, but only if the bodily injury or property damage occurs away from the insured location.
- 5. Under SECTION II - ADDITIONAL COVERAGES - 3. Damage to Property of Others - the following is added:  

We will pay up to \$500 for damage to property of others while it is in the "insured's" possession in connection with the beauty shop or barber shop operations.
- 6. SECTION II - ADDITIONAL EXCLUSIONS  
SPECIAL EXCLUSIONS OR LIMITATIONS
  - a. We do not cover bodily injury to any employee of any insured arising out of the business of a beauty shop or barber shop.
  - b. We do not cover bodily injury or property damage caused by products prepared, rebottled or repacked by the insured or sold under the insured's label, for use away from the premises.
  - c. We do not cover bodily injury or property damage for services rendered or the use of any preparation, service or treatment which is unlawful.
  - d. We do not cover bodily injury in connection with (1) exercising, slenderizing or reducing services (2) use of a sun lamp, tanning lamp or other irradiating device; or (3) electrical, heat or steam baths or body massage (except facial massage).
  - e. We do not cover bodily injury caused by the practice of chiropody.
  - f. We do not cover bodily injury or property damage caused by (1) face lifting, plastic surgery, the removal of warts, moles or growths or any attempt thereof, (2) any apparatus using x-rays or electrical rays from the removal of hair by electrolysis, (3) the combustion, burning or explosion of combs or other articles of flammable nature other than hard rubber combs, (4) the use of any flammable dry shampoo, (5) the use or application of any dye to eyelashes or eyebrows, other than mascara or eyebrow pencils.
  - g. We do not cover bodily injury or property damage which results from the operation of a training school or a course in beauty culture or barbering.
  - h. We do not cover Medical Payments to Others which result from the operation of an elevator.
  - i. We do not cover Medical Payments to Others for medical expenses for services performed by the Insured, or any employee or any person or organization under contract to the Insured to provide these services.

All other provisions of this policy apply.

**OCH-353 (06-07)**

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**ANIMAL EXCLUSION ENDORSEMENT**

Attached to and Forming a Part of:

Policy No. \_\_\_\_\_ of the \_\_\_\_\_ Ins. Co.

Insured \_\_\_\_\_

Address (as shown on Policy) \_\_\_\_\_

Effective Date Of Endorsement \_\_\_\_\_

It is agreed that such Insurance as is afforded in Section II, Coverage E - Personal Liability and Coverage F - Medical Payments does not apply to Bodily Injury or Property Damage caused by any animal on or away from the Insured premises.

The terms of this endorsement are hereby requested and are hereby accepted by the named insured.

SIGNED \_\_\_\_\_  
Insured

SIGNED SIGNED \_\_\_\_\_  
Witness

SIGNED \_\_\_\_\_  
Insured

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

**Section II - Additional Residence Premises**

Located: (No., Street, Town or City, County, State, Zip Code)

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

## ELECTRONIC SYSTEMS COVERAGE - ARKANSAS

For an additional premium we insure Electronic Systems as scheduled. Blanket Coverage may be written up to \$2,500 maximum on individual items. This coverage is subject to the Definitions, Section I - Conditions and Section I and Section II - Conditions of the policy and the provisions of the endorsement.

If any of the property covered in this endorsement is also covered under any other provisions of this policy, those conditions are hereby amended to exclude such property, the intent being that the coverage under this endorsement is the sole coverage on such property.

TOTAL AMOUNT OF SCHEDULED INSURANCE \_\_\_\_\_  
(Schedule attached)

TOTAL AMOUNT OF BLANKET INSURANCE \_\_\_\_\_  
(Maximum of \$2,500 per item)

Loss payee:

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

"Electronic Systems" means:

1. data processing and word processing equipment including peripheral components, and the following:
  - a. computer programs which direct computer equipment, including diagrams or other records which can be used to reproduce programs.
  - b. media, meaning material on which data or information is recorded such as magnetic tapes, disc packs, discs, paper tapes or cards.
  - c. data, meaning information stored on media and includes facts, instructions and programs converted to a usable form.
2. pagers, cellular phones, camcorders, digital cameras, bag phones, flip phones, audio and video information, data or recordings except as provided in PROPERTY SUBJECT TO LIMITED COVERAGE.
3. video or audio systems.
4. business office equipment, other than the equipment specified in 1., 2. and 3. above; on premises exposure only.

### Newly Acquired Property

We cover newly acquired property of a class of property already insured.

The lesser of the following limits applies:

1. 25% of the amount of insurance for that class of property; or
2. \$10,000

When you acquire new property you must:

1. report these items to us within 30 days; and
2. pay the additional premium from the date acquired.

### Perils Insured Against

We insure for risks of direct physical loss to the electronic systems described except loss caused by or resulting from:

1. mechanical or machinery breakdown or failure; faulty construction; error, omission or deficiency in design, specifications, materials or workmanship; for cellular, bag or flip phones, camcorders, pagers, video or audio systems and business office equipment defined under "electronic systems";
2. electrical or magnetic injury to, or disturbance or erasure of electronic data;
3. delay, loss of market, loss of use or interruption of business; or consequential loss of any nature;

4. error in machine programming or instructions to the machine;
5. wear and tear, scratching, deterioration, inherent vice, insects or vermin;
6. 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
  - c. destruction, seizure or use for a military purpose.

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

7. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of Section I – Conditions.

#### **Property Subject to Limited Coverage**

We will cover custom produced or recorded data or media for up to \$2,500. The total of data and media combined, including duplicate data and media cannot exceed \$2,500.

#### **Property Not Covered**

1. Property you rent, lease, or loan to others while it is away from your residence premises;
2. Data Processing equipment and word processing equipment, sound receiving and transmitting equipment that is permanently installed in any aircraft, watercraft, motortruck, or other vehicle subject to motor vehicle registration

#### **Deductibles**

1. Each claim for theft or mysterious disappearance of laptop computers, video or audio equipment occurring away from the insured's residence premises shall be subject to a deductible of \$100.
2. **A Breakdown Deductible** of \$100 applies to the direct physical loss to your data, media or computer/laptop including peripheral components resulting from:
  - a. Mechanical breakdown or malfunction of the covered equipment;
  - b. Data processing program failure or breakdown;
  - c. Media failure or breakdown;
  - d. The following if not done by you, employees or an authorized representative:
    1. Error or omission in design;
    2. faulty construction; or
    3. use of faulty materials in the development, manufacture or installation of your data, media or equipment.
  - e. Maintenance, service or repair except normal operator service if done according to written instructions.

#### **Territorial Limits**

We cover the described property or that property written on a blanket basis worldwide.

#### **Conditions**

1. The amount of insurance under this endorsement will not be reduced except for a total loss of a scheduled article. We will refund the unearned premium applicable to such article after the loss or you may apply it to the premium due for the replacement of the scheduled article.

2. **Loss Settlement;**

The value of the property insured is not agreed upon but will be ascertained at the time of the loss or damage. We will not pay more than the least of the following amounts:

- a. The actual cost to repair, restore, or replace at time of loss;
- b. The amount for which you could reasonably be expected to replace the lost or damaged article with one of similar function and capability; or
- c. The amount of insurance applying to the lost or damaged article;
- d. The actual cost to reproduce data and the most that we will pay is the cost of the blank media if the data is not replaced due to lack of back up data and media or other documentation or records; or your decision not to replace.

We will pay no more than the actual cash value of the loss or damage until actual repair or replacement is completed. You may make a claim for loss on a actual cash value basis. You may then make claim for any additional liability on a replacement cost basis within 180 days after the loss.

When "electronic systems" are covered on a blanket basis, the most we will pay for loss to any one item is \$2,500.

3. **Appraisal:** If you and we fail to agree on the amount of loss, an appraisal of the loss may take place. However, an appraisal will take place only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will choose a competent and impartial appraiser within 20 days after both parties agree. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately state 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. An appraisal decision will not be binding on either party.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

All other provisions of this policy apply.

**PLEASURE BOAT POLICY**

THE FOLLOWING DECLARATIONS ARE ADDED TO THIS POLICY. INSURANCE APPLIES ONLY TO THE COVERAGES FOR WHICH A LIMIT OF LIABILITY IS SHOWN. THIS COVERAGE IS SUBJECT TO THE DEFINITIONS, EXCLUSIONS, CONDITIONS AND ALL PROVISIONS OF PB-1.

**Description of Insured Watercraft**

Type	Year Built	Length	Total Ratable H.P.	Mfgr. and Model	Serial No.

**Description of Motor(s)**

Type	Year Built	H.P.	Mfgr. and Model	Serial No.
1.				
2.				
3.				

**Description of Trailer**

Year Built	Mfgr. and Model	Serial No.

Loss, if any, under Section I - Property Coverage is Payable to the insured and

FIRST LOSS PAYEE

SECOND LOSS PAYEE

1ST LOAN NUMBER

2ND LOAN NUMBER

as interest may appear.

Insurance is provided where a premium or limit of liability is shown for the coverage.

**Section I - Property Coverage**

AMOUNT OF INSURANCE

PREMIUM

A. Watercraft and Permanently Attached Equipment

Outboard Motor(s)

1.

2.

3. \_\_\_\_\_

\_\_\_\_\_

Total Watercraft/Motor(s)

Trailer

Portable Equipment and Accessories

(Consisting of portable items manufactured for marine use. We do not cover photographic or water sports equipment or fishing gear. Outboard motors are not considered equipment or accessories.)

\_\_\_\_\_

\_\_\_\_\_

Total Trailer/Portable Equipment

SECTION I TOTAL

**DEDUCTIBLE - SECTION I:**

In case of a loss under Section I, we cover only that part of the loss over the deductible stated.

**Section II - Liability Coverage**

LIMIT OF LIABILITY

PREMIUM

B Personal Liability

each occurrence

C Medical Payments

each person

D Uninsured Boater

each accident

Water Skiing Medical Expense PB-160

each person

\_\_\_\_\_

SECTION II TOTAL

**TOTAL PREMIUM**

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

**PB-3 (06-07)**

POLICY NUMBER:

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

**ADDITIONAL INSURED  
WATERCRAFT LIABILITY**

This endorsement modified insurance provided under the PLEASURE BOAT POLICY.

**COVERED PERSON** (Coverage B) is amended to include as a covered person, the person or organization shown in the schedule below. However, this is only with respect to your ownership, operation, or us of "**your covered watercraft.**"

No other pleasure boat policy written by us and naming the below scheduled person or organization as an additional covered person shall apply as either primary or excess coverage with respect to the coverage provided by this endorsement.

SCHEDULE

Name of Person or Organization

DESCRIPTION OF INSURED WATERCRAFT

Year Built	Mfg and Model

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

**PERSONAL JEWELRY  
JEWELRY IN VAULTS ENDORSEMENT**

For a premium credit you agree that the jewelry items scheduled below will be kept in a vault at the

Bank Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Coverage will not be provided for these item(s) if they are removed from the premises named above.  
All other provisions of the policy apply.

Signed: \_\_\_\_\_

**SCHEDULE**

**\*DESCRIPTION**

**\*AMOUNT OF INSURANCE**

\*Entries may be left blank if shown elsewhere for this coverage.

## PARTICIPATING CLAUSE ENDORSEMENT

For the premium charged, we do not provide insurance for the total value of the items described in the schedule below. The percentage interest is our portion of the total value for any covered loss or damage.

Regardless of whether loss or damage is covered by other insurance or whether such other insurance is valid or collectible, we will not pay for more than the least of the following for the items described in the schedule below:

1. The percentage interest times the value of any loss or damage;
2. The amount of insurance

	<u>Schedule</u>		
<u>Description</u>	<u>Value</u>	<u>Amount of Insurance</u>	<u>Percentage Interest</u>

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

**IM-2406 (06-07)**

*SERFF Tracking Number:*      *HCAP-125326900*                      *State:*                      *Arkansas*  
*First Filing Company:*      *West American Insurance Company, ...*                      *State Tracking Number:*      *AR-PC-07-026523*  
*Company Tracking Number:*      *PL20070064F*  
*TOI:*                      *04.0 Homeowners*                      *Sub-TOI:*                      *04.0000 Homeowners Sub-TOI Combinations*  
*Product Name:*                      *Homeowners Program*  
*Project Name/Number:*      *Paris Forms Revision/PL20070064F*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: HCAP-125326900 State: Arkansas  
First Filing Company: West American Insurance Company, ... State Tracking Number: AR-PC-07-026523  
Company Tracking Number: PL20070064F  
TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations  
Product Name: Homeowners Program  
Project Name/Number: Paris Forms Revision/PL20070064F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 10/31/2007

**Comments:**

The following documents are attached:  
Property & Casualty Transmittal Document  
Form Filing Schedule - page 1  
Form Filing Schedule - page 2  
Form Filing Schedule - page 3

**Attachments:**

PCFFS-1 HO Forms.pdf  
PCFFS-1 HO Forms 2.pdf  
PCFFS-1 HO Forms 3.pdf  
PCTD-1 HO Forms.pdf

**Satisfied -Name:** Cover Letter and Forms Summary **Review Status:** Approved 10/31/2007

**Comments:**

A Cover Letter and Forms Summary are attached explaining each forms revision.

**Attachment:**

Paris HO filing letter FORMS.pdf

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM F-1 Additional Forms

<b>16. Form Filing Attachment</b>	
<b>This filing transmittal is part of company tracking number</b>	
<b>This filing corresponds to rate filing company tracking number</b>	

#	Document Name	Form Number	<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	Replaced Form Number
	Description			Previous State Filing Number
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

FORM F-1 Additional Forms

<b>16. Form Filing Attachment</b>	
<b>This filing transmittal is part of company tracking number</b>	
<b>This filing corresponds to rate filing company tracking number</b>	

#	Document Name	Form Number	<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	Replaced Form Number
	Description			Previous State Filing Number
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
#			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

### Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>  <div style="border: 1px solid black; height: 150px; width: 100%;"></div>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none; text-align: center;">New Business</td> <td style="border: none; width: 50px;"></td> </tr> <tr> <td style="border: none; text-align: center;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b> Liberty Mutual Group	<b>Group NAIC #</b> 0111
--	-----------------------------

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Ohio Casualty Insurance Company	Ohio	0111-24074	31-0396250	
West American Insurance Company	Indiana	0111-44393	31-0624491	
American Fire and Casualty Company	Ohio	0111-24066	59-0141790	

<b>5. Company Tracking Number</b>	PL20070064F
-----------------------------------	-------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Linda Baker 9450 Seward Road Fairfield, Ohio 45014	PL Prod. Analyst	1-800-843-6446 Ext. 2120	513-603-2160	linda.baker@ocas.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Linda Baker

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	04.0 Homeowners
10. Sub-Type of Insurance (Sub-TOI)	04.0000 Homeowners Sub-TOI Combinations
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Homeowners Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 01/25/2008      Renewal: 01/25/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	October 22, 2007
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # PL20070064F

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

In accordance with the prior approval filing requirements of your state, we submit for your review revisions to our Homeowners Program. We are revising various forms. The revisions are explained in detail in the Forms Summary which is attached to our filing letter.

We are converting to a new policy administration system. Some of these revisions are to accommodate this conversion. Others are editorial in nature.

These form revisions correspond to rule revisions submitted under separate cover under rules filing file number PL20070064R.

These revisions will apply to all new business and renewal policies written on or after January 25, 2008

Should you have questions regarding these revisions or require additional information pertaining to this submission, please do not hesitate to contact me at the number provided.

[View Complete Filing Description](#)

22. Filing Fees (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT

Amount: \$50.00

\$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)



October 22, 2007

Honorable Julie Benafield Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201-1904

RE: THE OHIO CASUALTY INSURANCE COMPANY NAIC #111-24074 FEIN# 31-0396250  
WEST AMERICAN INSURANCE COMPANY NAIC #111-44393 FEIN# 31-0624491  
AMERICAN FIRE AND CASUALTY COMPANY NAIC #111-24066 FEIN# 59-0141790  
HOMEOWNERS PROGRAM  
FORM REVISIONS  
OUR FILE NO.: PL20070064F

In accordance with the prior approval filing requirements of your state, we submit for your review revisions to our Homeowners Program. We are revising various forms. The revisions are explained in detail in the attached filing exhibits.

We are converting to a new policy administration system. Some of these revisions are to accommodate this conversion. Others are editorial in nature.

These form revisions correspond to rule revisions submitted under separate cover under rules filing file number PL20070064R.

These revisions will apply to all new business and renewal policies written on or after January 25, 2008

Should you have questions regarding these revisions or require additional information pertaining to this submission, please do not hesitate to contact me at the number provided below.

To the best of our knowledge, information and belief, this filing is in compliance with the provisions of the insurance statutes, rules and regulations of the state of Arkansas.

Sincerely,

A handwritten signature in cursive script that reads 'Linda M. Baker'.

Linda Baker, CPCU, AU  
Product Analyst  
Personal Lines Property Department  
1-800-843-6446, 2120  
FAX (513) 603-2160  
linda.baker@ocas.com

**FORMS SUMMARY  
HOMEOWNERS PROGRAM**

**NEW FORMS**

<b>Form Number</b>	<b>Title</b>	
	Homeowners Declarations	New Declarations for new automated policy issuance system. Replaces old declaration D-HO-1-L (7-91)
OCH-455 06 07	Replacement or Repair Cost Protection - Coverage A Dwelling 150% Coverage Cap - Arkansas	New form similar to our OCH-926 Replacement or Repair Cost Protection - Coverage A Dwelling except it includes 150% Coverage Cap on Replacement or Repair Cost Protection - Dwelling.
OCH-456 06 07	Secure Home Endorsement	New form similar to our OCH-1234 Secure Home Endorsement except it includes 150% Coverage Cap on Replacement or Repair Cost Protection - Dwelling.
OCH-462 06 07	Pride Homeowner Endorsement - Arkansas	New form similar to our OCH-162 Pride Homeowner Endorsement except it includes 150% Coverage Cap on Replacement or Repair Cost Protection - Dwelling.
OCH-0543 06 07	Residence Held in Trust	This is a new company form which we will use in place of ISO's endorsement HO 05 43 10 00 Residence Held In Trust. This change corresponds to rule change and system change. We will discontinue charging for this endorsement. We will now require both the beneficiary's and Grantor's names on the schedule and the text is revised to clarify that coverage is only applicable if persons named are occupying dwelling.

**REVISED FORMS**

<b>Form Number</b>	<b>Title</b>	<b>Changes</b>
OCH-0466 01 08	Personal Property Special Limits	Revised to add OCH-373 Condominium Pride to endorsements to which this endorsement applies. Replaces 10 00 edition.
OCH-159 06 07	Dwelling Under Construction	Revised to delete restrictions for Coverage C and Coverage D. Replaces 10-00 edition.
OCH-162 06 07	Pride Homeowners Endorsement - Arkansas	"High Valued" deleted from title. Debris Removal Additional Coverage in ISO's coverage forms applies \$500 limit to both Owned trees and neighbor's trees. For clarification, we spelled out that the \$500 limit per tree applies to both. This was the original intent but clarification was needed. Replaces 04-05 edition.
OCH-188 06 07	Fire Department Service	Revised to add Note under schedule

	Charge	indicating "Entries may be left blank if shown elsewhere in policy". Replaces 10 00 edition.
OCH-193 06 07	Loss of Use - Increased Limit	Revised to add Note under schedule indicating "Entries may be left blank if shown elsewhere in policy". Replaces 10 00 edition.
OCH-349 06 07	Personal Injury - Including Business Pursuits - Arkansas	Revised to add Note under schedule indicating "Entries may be left blank if shown elsewhere in policy". Replaces 10 00 edition.
OCH-353 06 07	Beauty Shop or Barber Shop Endorsement	Revised to clarify that "full time" refers to 16 hours and over per week. Replaces 10 00 edition.
OCH-743 06 07	Animal Exclusion Endorsement	Revised to add Note under schedule indicating "Entries may be left blank if shown elsewhere in policy". Replaces 10 00 edition.
OCH-752 06 07	Section II Additional Residence Premises	Revised to add Note under schedule indicating "Entries may be left blank if shown elsewhere in policy. Replaces 10 00 edition.
OCH-950 06 07	Electronic Systems Coverage	Revised to add Note under schedule indicating "Entries may be left blank if shown elsewhere in policy". Replaces 10 00 edition.
PB-3 06 07	Pleasure Boat Policy	Revised to take out "For Attachment to Homeowners" so it may also be used with a monoline policy". Replaces 01-92 edition.
PB-4 06 07	Additional Insured Watercraft Liability	Revised to add note under schedule indicating: "Entries may be left blank if shown elsewhere in policy". Replaces 01-90 edition.
IM-2413 06 07	Jewelry in Vaults Endorsement	Font changed. No change in text. Replaces 10 00 edition.
IM-2406 06 07	Participating Clause	Revised to add Note under schedule indicating "Entries may be left blank if shown elsewhere in policy". Replaces 02-91edition.

#### WITHDRAWN ENDORSEMENTS

Form Number	Name	
HO 04 46 10 00	Inflation Guard Endorsement	Discontinue using ISO's endorsement.
HO 05 43 10 00	Residence Held in Trust	Discontinue using ISO's endorsement and file company version OCH-0543 06 07
OCH-35 10 00	Loss Assessment Coverage - Additional Locations	Withdrawn
OCH-503 10 00	Church Residence	Withdrawn

	Endorsement	
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*SERFF Tracking Number:*      *HCAP-125326900*                      *State:*                      *Arkansas*  
*First Filing Company:*      *West American Insurance Company, ...*                      *State Tracking Number:*      *AR-PC-07-026523*  
*Company Tracking Number:*      *PL20070064F*  
*TOI:*                      *04.0 Homeowners*                      *Sub-TOI:*                      *04.0000 Homeowners Sub-TOI Combinations*  
*Product Name:*                      *Homeowners Program*  
*Project Name/Number:*                      *Paris Forms Revision/PL20070064F*

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Electronic Systems Coverage	10/17/2007	OCH 950 06 07.pdf

## **ELECTRONIC SYSTEMS COVERAGE**

For an additional premium we insure Electronic Systems as scheduled. Blanket Coverage may be written up to \$2,500 maximum on individual items. This coverage is subject to the Definitions, Section I - Conditions and Section I and Section II - Conditions of the policy and the provisions of the endorsement.

If any of the property covered in this endorsement is also covered under any other provisions of this policy, those conditions are hereby amended to exclude such property, the intent being that the coverage under this endorsement is the sole coverage on such property.

TOTAL AMOUNT OF **SCHEDULED** INSURANCE\_\_\_\_\_

(Schedule attached)

TOTAL AMOUNT OF **BLANKET** INSURANCE\_\_\_\_\_

(Maximum of \$2,500 per item)

### **Loss payee:**

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

“Electronic Systems” means;

1. data processing and word processing equipment including peripheral components, and the following:
  - a. computer programs which direct computer equipment, including diagrams or other records which can be used to reproduce programs.
  - b. media, meaning material on which data or information is recorded such as magnetic tapes, disc packs, discs, paper tapes or cards.
  - c. data, meaning information stored on media and includes facts, instructions and programs converted to a usable form.
2. pagers, cellular phones, camcorders, digital cameras, bag phones, flip phones, audio and video information, data or recordings except as provided in PROPERTY SUBJECT TO LIMITED COVERAGE.
3. video or audio systems.
4. business office equipment, other than the equipment specified in 1., 2. and 3. above; on premises exposure only.

### **Newly Acquired Property**

We cover newly acquired property of a class of property already insured.

The lesser of the following limits applies:

1. 25% of the amount of insurance for that class of property; or
2. \$10,000

When you acquire new property you must:

1. report these items to us within 30 days; and
2. pay the additional premium from the date acquired.

### **Perils Insured Against**

We insure for risks of direct physical loss to the electronic systems described except loss caused by or resulting from:

1. mechanical or machinery breakdown or failure; faulty construction; error, omission or deficiency in design, specifications, materials or workmanship; for cellular, bag or flip phones, camcorders, pagers, video or audio systems and business office equipment defined under "electronic systems";
2. electrical or magnetic injury to, or disturbance or erasure of electronic data;
3. delay, loss of market, loss of use or interruption of business; or consequential loss of any nature;
4. error in machine programming or instructions to the machine;
5. wear and tear, scratching, deterioration, inherent vice, insects or vermin;
6. 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
  - c. destruction, seizure or use for a military purpose.

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

7. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of Section I - Conditions.

### **Property Subject to Limited Coverage**

We will cover custom produced or recorded data or media for up to \$2,500. The total of data and media combined, including duplicate data and media cannot exceed \$2,500.

### **Property Not Covered**

1. Property you rent, lease, or loan to others while it is away from your residence premises;
2. Data Processing equipment and word processing equipment, sound receiving and transmitting equipment that is permanently installed in any aircraft, watercraft, motortruck, or other vehicle subject to motor vehicle registration

### **Deductibles**

1. Each claim for theft or mysterious disappearance of laptop computers, video or audio equipment occurring away from the insured's residence premises shall be subject to a deductible of \$100.
2. A BREAKDOWN DEDUCTIBLE of \$100 applies to the direct physical loss to your data, media or computer/laptop including peripheral components resulting from:
  - a. Mechanical breakdown or malfunction of the covered equipment;

- b. Data processing program failure or breakdown;
- c. Media failure or breakdown;
- d. The following if not done by you, employees or an authorized representative:
  - 1. Error or omission in design;
  - 2. faulty construction; or
  - 3. use of faulty materials in the development, manufacture or installation of your data, media or equipment.
- e. Maintenance, service or repair except normal operator service if done according to written instructions.

### **Territorial Limits**

We cover the described property or that property written on a blanket basis worldwide.

### **Conditions**

- 1. The amount of insurance under this endorsement will not be reduced except for a total loss of a scheduled article. We will refund the unearned premium applicable to such article after the loss or you may apply it to the premium due for the replacement of the scheduled article.

### **2. Loss Settlement;**

The value of the property insured is not agreed upon but will be ascertained at the time of the loss or damage. We will not pay more than the least of the following amounts:

- a. The actual cost to repair, restore, or replace at time of loss;
- b. The amount for which you could reasonably be expected to replace the lost or damaged article with one of similar function and capability; or
- c. The amount of insurance applying to the lost or damaged article;
- d. The actual cost to reproduce data and the most that we will pay is the cost of the blank media if the data is not replaced due to lack of back up data and media or other documentation or records; or your decision not to replace.

We will pay no more than the actual cash value of the loss or damage until actual repair or replacement is completed. You may make a claim for loss on a actual cash value basis. You may then make claim for any additional liability on a replacement cost basis within 180 days after the loss.

When "electronic systems" are covered on a blanket basis, the most we will pay for loss to any one item is \$2,500.

- 3. **Appraisal:** If you and we fail to agree on the amount of the loss, either one can demand that the amount of loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon a umpire within 15 days, you or we can ask for a judge of a court of record in the state where the residence premises is located to select a umpire. The appraisers shall then set the amount of the loss.

If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to an umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.

All other provisions of this policy apply.

**OCH-950 (06-07)**

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