

SERFF Tracking Number: ASPX-125348413 State: Arkansas
Filing Company: American Reliable Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: A-MH-07 4950
TOI: 04.0 Homeowners Sub-TOI: 04.0002 Mobile Homeowners
Product Name: SCO - Mobile - Manufactured Home
Project Name/Number: SCO - Mobile - Manufactured Home/HO AR02533ARF01

Filing at a Glance

Company: American Reliable Insurance Company

Product Name: SCO - Mobile - Manufactured Home SERFF Tr Num: ASPX-125348413 State: Arkansas

TOI: 04.0 Homeowners SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 04.0002 Mobile Homeowners Co Tr Num: A-MH-07 4950 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Becky Harrington, Betty Montesi, Brittany Yielding
Author: SPI AssurantPC Disposition Date: 11/14/2007
Date Submitted: 11/05/2007 Disposition Status: Approved

Effective Date Requested (New): 02/01/2008

Effective Date Requested (Renewal):

Effective Date (New):

Effective Date (Renewal):

General Information

Project Name: SCO - Mobile - Manufactured Home

Project Number: HO AR02533ARF01

Reference Organization:

Reference Title:

Filing Status Changed: 11/14/2007

State Status Changed: 11/07/2007

Corresponding Filing Tracking Number:

Filing Description:

American Reliable Insurance Company respectfully submits the attached forms revision filing to our currently approved Mobile Home programs in Arkansas. Our proposed effective dates are February 1, 2008 for new and March 1, 2008 for renewal business.

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Please note there is a companion rate and rule filing.

Company and Contact

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	11/14/2007	11/14/2007

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	11/14/2007	11/14/2007	SPI AssurantPC	11/14/2007	11/14/2007
Pending Industry Response	Becky Harrington	11/07/2007	11/07/2007	SPI AssurantPC	11/09/2007	11/09/2007

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Effective Dates	Note To Filer	Becky Harrington	11/16/2007	11/16/2007
11-14-07 - AR - A-MH-07 4950 - Forms, Rates & Rules	Note To Reviewer	SPI AssurantPC	11/14/2007	11/14/2007

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Disposition

Disposition Date: 11/14/2007

Effective Date (New):

Effective Date (Renewal):

- Effective Date (New) changed from 02/01/2008 to by Harrington, Becky on 11/16/2007.

Status: Approved

Comment:

Rate data does NOT apply to filing.

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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	Approved	Yes
Supporting Document	Form Filing Sch F778	Approved	Yes
Supporting Document	Forms Filing Memo	Approved	Yes
Supporting Document	Certificate of Compliance	Approved	Yes
Supporting Document	A5153P0892 (R12/97) - Special MH Policy	Approved	Yes
Form	Trip Collision Coverage	Approved	Yes
Form	Natural Disaster Protection	Approved	Yes
Form	Occasional Rental Coverage	Approved	Yes
Form	Lender's Interest Protection	Approved	Yes
Form	Declarations Page	Approved	Yes
Form	Mobile Home Replacement Cost	Approved	Yes
Form	Mold Exclusion Liability	Approved	Yes
Form	Mobile Home Swimming Pool Exclusion	Approved	Yes
Form	Mobile Home Trampoline Exclusion	Approved	Yes
Form	Builders Risk Coverage	Approved	Yes
Form (revised)	Building Exclusion Endorsement	Approved	Yes
Form	Building Exclusion Endorsement		Yes
Form	Hazardous Substance Exclusion	Approved	Yes
Form	All Terrain Vehicle Exclusion	Approved	Yes
Form	Actual Cash Value Defined	Approved	Yes
Form	Specific Breed Animal Exclusion	Approved	Yes
Form	Golf Cart Coverage	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/14/2007
Submitted Date 11/14/2007
Respond By Date

Dear Wendy Sara-Kalisz,

This will acknowledge receipt of the captioned filing.

I was unable to locate a copy of the A5153 to verify the hail settlement language. Has this form been previously approved? If so, please attach a copy for informational purposes (under the supporting document tab) so that I may verify the language in question. If no, attach a copy for formal approval (under the form schedule tab).

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/14/2007
Submitted Date 11/14/2007

Dear Becky Harrington,

Comments:

11-14-07 AR - A-MH-07 4950 - Form

This correspondence is in response to your objection letter dated today.

Response 1

Comments: Per your request, attached you will find Form A5153 in order that you may verify the hail settlement language. To the best of my knowledge, this form was previously approved.

Changed Items:

Supporting Document Schedule Item Changes

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Satisfied -Name: A5153P0892 (R12/97) - Special MH Policy

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We apologize for any inconvenience this may have caused you. Please feel free to contact me if you should have any questions.

Sincerely,
SPI AssurantPC

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/07/2007
Submitted Date 11/07/2007

Respond By Date

Dear Wendy Sara-Kalisz,

This will acknowledge receipt of the captioned filing.

Objection 1

- Mobile Home Replacement Cost (Form)

Comment: Explain how hail losses are settled.

Objection 2

- Building Exclusion Endorsement (Form)

Comment: Endorsement language states "upon insured's signature of the endorsement". A signature line is not shown.

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/09/2007
Submitted Date 11/09/2007

Dear Becky Harrington,

Comments:

11-9-07 - AR - A-MH-07 4950 Forms

This correspondence is in response to your objection letter dated 11/7/07.

Response 1

Comments: Obj #1 - the second to the last line of A4401E0596 - MH Replacement Cost states, "The section titled ""Our Payments Methods for Specific Types of Losses"" has not changed." The first item under the above mentioned section

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pertains to our loss settlement methods for Hail losses. Please see Page 2 of the policy, A5153P0892(R12/97).
 Obj #2 - We have amended the endorsement language and removed "upon the insured's signature of the endorsement" and have attached the updated for, A6168E1107.

Related Objection 1

Applies To:
 - Mobile Home Replacement Cost (Form)
 Comment:
 Explain how hail losses are settled.

Related Objection 2

Applies To:
 - Building Exclusion Endorsement (Form)
 Comment:
 Endorsement language states "upon insured's signature of the endorsement". A signature line is not shown.

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
Building Exclusion Endorsement	A6168E	0903	Endorsement/Amendment/Conditions	Replaced		0	A6168E.P DF
Previous Version							
<i>Building Exclusion Endorsement</i>	<i>A6168E</i>	<i>0903</i>	<i>Endorsement/Amendment/Conditions</i>	<i>New</i>		<i>0</i>	<i>A6168E.P DF</i>

No Rate/Rule Schedule items changed.

We trust this information adequately satisfies your Department's inquiry. Please feel free to contact me if you should have any questions. Thank you.

Sincerely,
 SPI AssurantPC

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Note To Filer

Created By:

Becky Harrington on 11/16/2007 08:01 AM

Subject:

Effective Dates

Comments:

Effective dates changed to TBA per your request.

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Trip Collision Coverage	A4267E	0892	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #:		
Approved	Natural Disaster Protection	A4272E	0892	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #:		
Approved	Occasional Rental Coverage	A4275E	0892	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #:		
Approved	Lender's Interest Protection	A4273E	0892	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #:		
Approved	Declarations Page	A6018D	1206	Policy/Coverage Form		0.00	A6018D.PDF
Approved	Mobile Home Replacement Cost	A4401E	0596	Endorsement/Amendment/Conditions	New	0.00	A4401E.PDF
Approved	Mold Exclusion Liability	A4567E	0107	Endorsement/Amendment/Conditions	New	0.00	A4567E.PDF
Approved	Mobile Home Swimming Pool Exclusion	A4608E	0306	Endorsement/Amendment/Conditions	New	0.00	A4608E.PDF
Approved	Mobile Home Trampoline Exclusion	A4609E	0306	Endorsement/Amendment/Conditions	New	0.00	A4609E.PDF

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Approval	Policy Description	Policy No	Code	Endorsement	Amount	File Name
Approved	Builders Risk Coverage	A4611E	0606	Endorsement/Amendment/Conditions	0.00	A4611E.PDF
Approved	Building Exclusion Endorsement	A6168E	0903	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	A6168E.PDF
Approved	Hazardous Substance Exclusion	A6174E	0107	Endorsement/Amendment/Conditions	0.00	A6174E.PDF
Approved	All Terrain Vehicle Exclusion	A6227E	0803	Endorsement/Amendment/Conditions	0.00	A6227E.PDF
Approved	Actual Cash Value Defined	A8481E	0402	Endorsement/Amendment/Conditions	0.00	A8481E.PDF
Approved	Specific Breed Animal Exclusion	A8526E	0307	Endorsement/Amendment/Conditions	0.00	A8526E.PDF
Approved	Golf Cart Coverage	A4234E	0304	Endorsement/Amendment/Conditions	Replaced Form #:0.00 A4234E Previous Filing #:	A4234E.PDF

**<STATE> <PROGRAM> POLICY – FORM <FORM #>
DECLARATIONS PAGE**

**American Reliable
Insurance Company**
A Stock Insurance Company

AMERICAN RELIABLE INSURANCE COMPANY
8655 E. VIA DE VENTURA
SCOTTSDALE, AZ 85258

POLICY NUMBER:

LOB:

NAMED INSURED AND ADDRESS

AGENT

POLICY PERIOD:

to

12:01 A.M. Standard time at the Residence Premises

The described property covered hereunder is located at the above address, unless otherwise stated herein. Insurance is provided only with respect to the following Coverages for which an amount of insurance is specified, subject to all conditions of this policy.

PROPERTY LOCATION:

COUNTY:

TERRITORY:

PROTECTION CLASS:

ROOF TYPE:

YEAR BUILT:

CONSTRUCTION:

OCCUPANCY:

STOVE:

NUMBER OF FAMILIES:

SECTION I PROPERTY

LIMIT OF LIABILITY

PREMIUM

SECTION II LIABILITY

DEDUCTIBLES (SECTION I ONLY)

DEDUCTIBLE AMOUNT

DED. ADJ. PREMIUM

Deductible

Basic premium

OTHER COVERAGES AND ENDORSEMENTS:

Refer to Schedule on next page.

MANAGING GENERAL AGENT

Policy Premium:

THIS DECLARATIONS PAGE, WITH POLICY JACKET AND ENDORSEMENTS, IF ANY, COMPLETES THE ABOVE NUMBERED POLICY.

THIS POLICY CONTAINS A FLOOD EXCLUSION. FLOOD COVERAGE MAY BE PURCHASED SEPARATELY FROM THE NATIONAL FLOOD INSURANCE PROGRAM, IF AVAILABLE IN YOUR AREA.

THIS POLICY CONTAINS AN EARTHQUAKE EXCLUSION. CONTACT YOUR AGENT FOR INFORMATION CONCERNING THE AVAILABILITY OF EARTHQUAKE COVERAGE.

Authorized Representative

Other Endorsements and Coverages Schedule

Company:

Policy Number:

Named Insured:

OTHER COVERAGES AND ENDORSEMENTS:
Forms attached to and made part of this policy.

**LIMITS OF LIABILITY
IF APPLICABLE**

PREMIUM

Total:

MORTGAGEE(S):

**AMERICAN RELIABLE INSURANCE COMPANY
COMPREHENSIVE MOBILE HOME AND UNATTACHED
ADJACENT STRUCTURES COVERAGE REPLACEMENT COST
SPECIAL MOBILE HOME PROGRAM**

The section titled, "**OUR PAYMENTS METHODS**", is deleted and replaced with the following:

The most **we** will pay for loss, except hail losses, shall be the smallest of the following amounts:

The amount actually and necessarily spent to repair or replace the damaged mobile home or unattached adjacent structures;

The **replacement cost** at the time of loss; or

The Amount of Insurance applying to the mobile home or unattached adjacent structures.

If **you** decide not to repair or replace then, except for hail, the amount **we** pay for loss of, or damage to **your** mobile home or unattached adjacent structures, will be the lowest of:

The difference between the **actual cash value** of **your** property immediately before the loss and its **actual cash value** immediately after the loss; or

The cost of repairing the damage; or

The **actual cash value** of **your** property immediately preceding the loss; or

The cost of replacing **your** property; or

The Amount of Insurance shown on the **declaration page**.

We may also replace the property with property of similar kind, quality, and value.

This choice will not affect **your** right to pursue **your** claim within 180 days after the loss for any additional payments that may be due **you**.

If, as a result of loss to **your** mobile home or unattached adjacent structures, **we** pay **you** in cash or by replacement, at **our** option, **we** have the right to take legal title of **your** property.

The section titled "**OUR PAYMENTS METHODS FOR SPECIFIC TYPES OF LOSSES**" has not changed.

All other provisions of **your** policy apply.

AMERICAN RELIABLE INSURANCE COMPANY

MOLD EXCLUSION - LIABILITY

LIABILITY SECTION

Liability and Medical Payment to Others coverages do not apply to:

Any bodily injury, property damage or medical payment claim of any kind, whether occurring independently or if directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever.

We will not defend you with respect to any claim or lawsuit seeking such damages.

We will not pay for any loss, cost or expense that you may incur in testing for, monitoring, removing, treating, or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever. We do not cover any loss consisting of, caused by, contributed to, or aggravated by mold, mildew or fungi.

This exclusion does not apply to damage caused by heat, smoke or fumes from a hostile fire.

This exclusion applies to the policy and any and all attached endorsements. All other terms and conditions of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
MOBILE HOME SWIMMING POOL EXCLUSION**

The following EXCLUSION applies to all coverages:

We do not pay for:

1. Any "bodily injury" or "property damage" arising out of any "occurrence" involving any swimming pool owned by, or in the care, custody, or control of the "insured" or any member of the insured's family or household; or
2. Any other loss or expense arising out of any "occurrence" involving any swimming pool owned by, or in the care, custody, or control of the "insured" or any member of the insured's family or household.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
MOBILE HOME TRAMPOLINE EXCLUSION**

The following EXCLUSION applies to all coverages:

We do not pay for:

1. Any "bodily injury" or "property damage" arising out of any "occurrence" involving any trampoline owned by, or in the care, custody, or control of the "insured" or any member of the insured's family or household; or
2. Any other loss or expense arising out of any "occurrence" involving any trampoline owned by, or in the care, custody, or control of the "insured" or any member of the insured's family or household.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
SPECIAL MOBILE HOMEOWNERS
BUILDERS RISK COVERAGE**

PHYSICAL DAMAGE

1. The following types of property, if shown on the **declaration page**, will not be covered until the Mobile Home has been delivered to the address where **you** will reside:
 - a. Mobile Home;
 - b. Unattached Adjacent Structures (except as provided in Item 3. below);
 - c. Personal Effects.
2. In addition, **YOUR ADDITIONAL COVERAGES** will not apply until the Mobile Home has been delivered to the address where **you** will reside.
3. If any site improvements are made to the land prior to the delivery of the Mobile Home, such site improvements will be covered, if damaged by a covered loss. The land itself is not covered.

PHYSICAL DAMAGE DOES NOT PROVIDE PAYMENT FOR:

With respect to this endorsement, the last Exclusion is deleted and replaced with the following:

Loss to **your** Mobile Home, Adjacent Structures, or Personal Effects while the Mobile Home is in Transit. The Mobile Home is considered in transit until the home is delivered to the address where **you** will reside.

SPECIAL DEDUCTIBLE

We will pay only that part of the loss that exceeds \$500. No other deductible applies to this coverage.

GENERAL POLICY CONDITIONS

With respect to this endorsement, the coverage provided shall apply until one of the following occurs:

1. The policy expires or is canceled;
2. **Your** interest in the property ceases;
3. **You** abandon construction with no intention to complete it;
4. 180 days after the policy effective date; or
5. **You** occupy the Mobile Home.

All other terms, conditions, exclusions and agreements of the policy shall remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
BUILDING EXCLUSION ENDORSEMENT**

The Named Insured, agrees to accept and comply with the following conditions:

The coverages provided by this policy under Coverage B, Other Structures, are amended to exclude the following described building(s) located on the insured property as listed below:

DESCRIPTION OF BUILDING

All other terms, conditions, exclusions and agreements of the policy shall remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
HAZARDOUS SUBSTANCE EXCLUSION**

The following EXCLUSION applies to all coverages:

We do not pay for:

1. Any "bodily injury" or "property damage" arising out of contact or exposure to "hazardous substance"; or
2. Any other loss or expense arising out of contact or exposure to "hazardous substances."

Definition: "Hazardous substances" include asbestos, benzene, gasoline, lead, mercury, any pollutants, toxins, chemical waste, biological waste, nuclear waste, and any other materials that cause or are alleged to cause injury or harm to any person or damage to property.

This exclusion does not apply to damage caused by heat, smoke or fumes from a hostile fire.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
ALL TERRAIN VEHICLE EXCLUSION**

The following EXCLUSION applies to all coverages:

We do not pay for:

1. Any "bodily injury" or "property damage" arising out of any "occurrence" involving any all terrain vehicle, motorcycle or go carts owned by, or in the care, custody, or control of the "insured" or any member of the insured's family or household; or
2. Any other loss or expense arising out of any "occurrence" involving any all terrain vehicle, motorcycle or go carts owned by, or in the care, custody, or control of the "insured" or any member of the insured's family or household.

All other provisions of this policy apply.

AMERICAN RELIABLE INSURANCE COMPANY
ACTUAL CASH VALUE DEFINED

This endorsement modifies insurance provided under the policy.

The following definition is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
SPECIFIC BREED ANIMAL EXCLUSION**

The following EXCLUSION applies to all coverages:

We do not pay for:

1. Any bodily injury or property damage arising out of any occurrence involving any animal or breed of dog listed below owned by, or in the care, custody, or control of the insured or any member of the insured's family or household; or
2. Any other loss or expense arising out of any occurrence involving any animal or breed of dog listed below owned by, or in the care, custody, or control of the insured or any member of the insured's family or household.

Animal:

1. Any animal with a previous bite history;
2. Snakes;
3. Monkeys;
4. Ostriches.

Breed of Dog:

1. Akita;
 2. Anatolian Shepherd;
 3. Chow;
 4. Doberman;
 5. Pit Bull;
 6. Rottweiler;
 7. Presa Canario;
 8. Wolf;
 9. Wolf Hybrids;
 10. A mix of any of the above breeds with any other breed whether listed above or not.
3. This exclusion does not apply to heat, smoke, or fumes from a hostile fire, if hostile fire was caused by an excluded animal or dog.

All other terms, conditions, exclusions and agreements of the policy shall remain unchanged.

AMERICAN RELIABLE INSURANCE COMPANY

GOLF CART COVERAGE

Comprehensive Golf Cart Coverage

We will pay for direct, sudden, and accidental loss of or damage to your golf cart, as on file with us, its original parts, equipment, and accessories furnished by the manufacturer, dealer or seller of the golf cart and replacements of these items.

Your Comprehensive Golf Cart Coverage will include all items listed in the certificate of origin, bill of sale, manufacturer's invoice, or on the original sales invoice given to you at the time you purchased your golf cart.

Comprehensive Golf Cart Coverage Payment Methods

The amount we pay for loss of or damage to your golf cart will be the lowest of:

1. The difference between the actual cash value of your property immediately before the loss and its actual cash value immediately after the loss; or
2. The cost of repairing the damage; or
3. The actual cash value of your property immediately preceding the loss; or
4. The cost to replace or replacement at our cost, of your property of similar kind, quality and value.

In each claim for loss or damage to your golf cart, \$100 will be deducted from the amount of the loss.

If, as a result of your loss, we pay you in cash or by replacement an amount equal to the actual cash value of your property before the loss, we have the right, and may at our option take legal title to your property.

Comprehensive Golf Cart Coverage Will Not Pay For

1. Loss or damage intentionally caused by you or performed at any of your direction.
2. Loss or damage due and confined to wear and tear, freezing, neglect, mechanical or electrical breakdown or failure, or manufacturer defect.
3. Any loss or damage if your golf cart is being used for any illegal trade or business.
4. Loss or damage if your golf cart is used for business or professional purposes.
5. Loss or damage intentionally caused by you, or if you intentionally gave us materially false information with intent to deceive in order to obtain this coverage or in your presentation of a claim.
6. Loss due to nuclear reaction, radiation, or radioactive contamination. Direct loss by fire resulting from nuclear action is insured.
7. Loss or damage due to war, hostile or warlike action in time of peace or war, whether declared or not declared.
8. Loss or damage if limited only to the tires and wheels, unless damaged by fire or stolen.
9. Loss or damage to your golf cart, its parts and equipment, caused only by impact of its wheels with the road or ground.
10. Loss or damage to any sound equipment not permanently installed in your golf cart or to tapes, records or similar items used with sound equipment.
11. Loss or damage to sound receiving or transmitting equipment designed for use as citizens band radios, two-way mobile radios, telephones, scanning monitor receivers, or their accessories or antennas.

Golf Cart Liability Coverage

For purposes of this endorsement, the Comprehensive Personal Liability Coverage of your policy applies to your use of your golf cart while used for golfing and other transportation off public roads.

The Comprehensive Personal Liability limit shown on the declaration page applies to your golf cart.

All other terms and conditions of this policy remain unchanged.

NEBRASKA, NEW JERSEY, TEXAS AND VIRGINIA EXCEPTION -- Under "**Comprehensive Golf Cart Coverage Will Not Pay For**", items 1 and 5 are amended to show that they do not apply to the innocent insured.

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TOI: 04.0 Homeowners *Sub-TOI:* 04.0002 Mobile Homeowners
Product Name: SCO - Mobile - Manufactured Home
Project Name/Number: SCO - Mobile - Manufactured Home/HO AR02533ARF01

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ASPX-125348413 State: Arkansas
Filing Company: American Reliable Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: A-MH-07 4950
TOI: 04.0 Homeowners Sub-TOI: 04.0002 Mobile Homeowners
Product Name: SCO - Mobile - Manufactured Home
Project Name/Number: SCO - Mobile - Manufactured Home/HO AR02533ARF01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/14/2007

Comments:

Attachment:

P&C Transmittal Forms F777.PDF

Satisfied -Name: Cover Letter **Review Status:** Approved 11/14/2007

Comments:

Attachment:

Cover Letter.PDF

Satisfied -Name: Form Filing Sch F778 **Review Status:** Approved 11/14/2007

Comments:

Attachment:

Form Filing Sch F778.PDF

Satisfied -Name: Forms Filing Memo **Review Status:** Approved 11/14/2007

Comments:

Attachment:

Forms Filing Memo.PDF

Satisfied -Name: Certificate of Compliance **Review Status:** Approved 11/14/2007

Comments:

Attachment:

Certificate of Compliance.PDF

Review Status:

SERFF Tracking Number: ASPX-125348413 State: Arkansas
Filing Company: American Reliable Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: A-MH-07 4950
TOI: 04.0 Homeowners Sub-TOI: 04.0002 Mobile Homeowners
Product Name: SCO - Mobile - Manufactured Home
Project Name/Number: SCO - Mobile - Manufactured Home/HO AR02533ARF01
Satisfied -Name: A5153P0892 (R12/97) - Special MH Policy Approved 11/14/2007

Comments:

Attachment:

A5153P0892 (R12_97) - Special MH Policy.PDF

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #
Assurant, Inc. Group	0019

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
American Reliable Insurance Company	AZ	19615	41-0735002	

5. Company Tracking Number	A-MH-07 4950
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Wendy Sara-Kalisz 8655 East Via De Ventura Scottsdale AZ 85258		800-535-1333		

7.	Signature of authorized filer	<i>Wendy Sara</i>
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8.	Please print name of authorized filer	Wendy Sara-Kalisz
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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)	04.0002 Mobile Homeowners
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	Mobile Home Programs
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: 02/01/08 Renewal: 03/01/08
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	NA
17.	Reference Organization # & Title	NA
18.	Company's Date of Filing	10/29/07
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	A-MH-07 4950
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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American Reliable Insurance Company respectfully submits the attached forms revision filing to our currently approved Mobile Home programs in Arkansas. Our proposed effective dates are February 1, 2008 for new and March 1, 2008 for renewal business.

Please note there is a companion rate and rule filing.

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

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



ASSURANT
Specialty
Property

American Reliable
Insurance Company
American Bankers Insurance
Company of Florida
8655 E. Via De Ventura, Suite E200
Scottsdale, AZ 85258
T 480.483.8666 F 480.483.1675

SENT VIA SERFF

www.assurant.com

October 24, 2007

Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201

**Re: American Reliable Insurance Company
Forms Revisions
Mobile Home Programs
Internal LOBs – 37, 48 & 77
Company Filing No.: A-MH-07 4950
Proposed Effective Dates:**

**NAIC # 0019-19615
FEIN: 41-0735002**

**02/01/2008 New Business
03/01/2008 Renewal Business**

American Reliable Insurance Company respectfully submits the attached forms revision filing to our currently approved Mobile Home programs in Arkansas. Our proposed effective dates are February 1, 2008 for new and March 1, 2008 for renewal business.

Enclosed for your review and consideration are:

- Ø This letter
- Ø Filing Memorandum
- Ø Certificate of Compliance
- Ø \$50.00 EFT Filing Fee

Please note there is a companion rate and rule filing.

We request the option of moving boxes, reformatting text and changing page size to accommodate system programming and client needs. The content will remain as approved by your Department.

Please feel free to contact me at the email address or telephone number listed below if you should have any questions. We look forward to receiving your Department's approval.

Regards,
Wendy Sara
Regulatory Analyst
New Email: Wendy.Sara@assurant.com
Phone: (800)-535-1333, Ext. 563

Attachments

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.)

1.	This filing transmittal is part of Company Tracking #	A-MH-07 4950
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	Companion rate & rule filing
-----------	---	------------------------------

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	Declarations Page	A6018D 1206	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Mobile Home Replacement Cost	A4401E 0596	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Mold Exclusion Liability	A4567E 0107	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Mobile Home Swimming Pool Exclusion	A4608E 0306	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Mobile Home Trampoline Exclusion	A4609E 0306	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Builders Risk Coverage	A4611E 0606	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Building Exclusion Endorsement	A6168E 0903	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Hazardous Substance Exclusion	A6174E 0107	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	All Terrain Vehicle Exclusion	A6227E 0803	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Actual Cash Value Defined	A8481E 0402	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Specific Breed Animal Exclusion	A8526E 0307	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE *(cont.)*

State: Arkansas **Company Tracking #** A-MH-07 4950 **Page** 2 **of** 2

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
12	Golf Cart Coverage	A4234E 0304	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A4234E	
13	Trip Collision Coverage	A4267E 0892	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
14	Natural Disaster Protection	A4272E 0892	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
15	Lender's Interest Protection	A4273E 0892	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
16	Occasional Rental Coverage	A4275E 0892	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		

FILING MEMORANDUM

FORM CHANGES

1. MLFP.1

This page shows the forms used for this program.

The following forms have been added:

A6018D1206	Declarations Page
A4401E0596	Mobile Home Replacement Cost
A4567E0107	Mold Exclusion – Liability
A4608E0306	Mobile Home Swimming Pool Exclusion
A4609E0306	Mobile Home Trampoline Exclusion
A4611E0606	Builders Risk Coverage
A6168E0903	Building Exclusion Endorsement
A6174E0107	Hazardous Substance Exclusion
A6227E0803	All Terrain Vehicle Exclusion
A8481E0402	Actual Cash Value Defined
A8526E0307	Specific Breed Animal Exclusion

The following form has been revised:

A4234E0304 Golf Cart Coverage replaces the previous 05/94 edition.

The following forms have been withdrawn:

A4267E0892	Trip Collision Coverage
A4272E0892	Natural Disaster Protection
A4273E0892	Lender's Interest Protection
A4275E0892	Occasional Rental Coverage

ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)



I, Valley Owens, Vice President of
(Name) (Title of Authorized Officer)

American Reliable Insurance Company
(Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- a. Arkansas Code Annotated;
- b. Arkansas Rules and Regulations;
- c. Arkansas Insurance Bulletins, Directives and Orders;
- d. Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- e. Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? *(Yes or No)* ▶ Yes

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number ▶	A-MH-07 4950
Signature of Authorized Officer ▶	<i>Valley Owens</i>
Name of Authorized Officer ▶	Valley Owens
Title of Authorized Officer ▶	Vice President
Email address of Authorized Officer ▶	Valley.Owens@assurant.com
Telephone # of Authorized Officer ▶	800-535-1333
Date ▶	10/29/2007

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: information.pnc@state.ar.us

American Reliable
Insurance Company

A Stock Insurance Company

8655 E Via De Ventura
Scottsdale, AZ 85258-3321
(800) 535-1333 (480) 483-8666

A.M. Best Rated A-, Excellent

Special Mobile Homeowners Policy

DEAR POLICYHOLDER:

In the event you need to contact someone about this policy, please contact your agent. If you have additional questions or need further information, you may contact us at the address and telephone numbers shown above.

We welcome you as a policyholder of American Reliable Insurance Company.

POLICY INDEX

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Comprehensive Unattached Adjacent Structures		Damage To Property Of Others.....	4
Coverage	1	Comprehensive Personal Liability Exclusions	4
Comprehensive Personal Effects Coverage.....	1	Comprehensive Personal Liability Coverage	
Personal Effects Do Not Include	1	Does Not Pay For	5
Personal Effects Items Subject To Limited Coverage.....	1	Medical Payments Exclusions.....	5
Extension of Personal Effects Coverage	2	Damage To Property Of Others Does Not Pay	5
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DEFINITIONS

WE, US, OUR, always means the Insurance Company as named on the **declaration page**.

YOU, YOUR, YOURS, means the person named on the **DECLARATION PAGE** and that person's spouse, or other relatives related to you by blood, marriage, or adoption, including a ward or foster child, who permanently reside in the same Mobile Home as the named insured. The named insured is the person or persons named on the **declaration page**. **You, your, yours** can mean each or all of **you**.

Declaration page is the separate enclosed page that shows the coverages **you** have selected. The **declaration page** is a part of this policy.

OCCURRENCE means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**.

COLLISION means **collision** or upset of the mobile home while in transit or collision by a motor vehicle owned or operated by **you** or any member of **your** household.

These definitions will be bold faced throughout the text.

INSURING AGREEMENT

With **your** payment of the premium, **we** agree to provide the insurance **you** have selected as shown on the **declaration page**. This is subject to all policy terms and conditions. A premium charge or the word "included"

will be shown on the **declaration page** next to the coverages **you** select. **We** provide coverage only for losses which occur between the "from" and "to" dates shown on the **declaration page**.

PHYSICAL DAMAGE

Physical Damage always refers to damage to property **you** own. **We** will identify the coverage **we** provide for **your** Mobile Home, Unattached Adjacent Structures, and Personal Effects.

COMPREHENSIVE MOBILE HOME COVERAGE

We will pay for direct, sudden, and accidental loss of, or damage to, **your** Mobile Home, described on the **declaration page**, its original parts, equipment and accessories furnished by the manufacturer, dealer or seller of the Mobile Home, subsequent replacement of these items, and extensions or additions that are attached to the Mobile Home at the time of loss. The following items when attached to the Mobile Home are included: above ground foundation supports; water pumps; skirting; steps; water tanks; gas drums furnishing heating or cooking fuel for the Mobile Home; central air conditioning units. Not included are:

1. slabs;
2. driveways;
3. sidewalks;
4. septic tanks;
5. swimming pools;
6. retaining walls; and
7. any other similar items laid or set in the ground.

This coverage does not apply to land, including land on which the home is located.

COMPREHENSIVE UNATTACHED ADJACENT STRUCTURES COVERAGE

We will pay for direct, sudden, and accidental loss of, or damage to, Unattached Adjacent Structures **you** own.

Unattached Adjacent Structures are ONLY private garages, fences, freestanding carports, and utility sheds. This does not include barns, or farm or livestock structures. ANY OTHER items to be covered as Unattached Adjacent Structures must be individually listed. The total amount of insurance for Comprehensive Unattached Adjacent Structures is limited to the amount shown on the **declaration page**.

COMPREHENSIVE PERSONAL EFFECTS COVERAGE

We will pay for direct, sudden, and accidental loss of, or damage, to **your** Personal Effects. Personal Effects are items incidental to the use of **your** Mobile Home as a dwelling. **We** will pay up to the amount shown

on the **declaration page**. These Personal Effects must be located in **your** Mobile Home or an unattached adjacent structure located on **your** premises. Personal Effects coverage includes loss or damage caused by burglary, robbery, and theft except as limited elsewhere in this policy. Burglary means there must be visible signs of forced entry. Robbery means items must be taken by physical force or threat of physical force. Theft means taken without forced entry or without means of threat of physical force. Lost items or mysterious disappearance will not be considered as theft.

PERSONAL EFFECTS DO NOT INCLUDE

Money, notes, deeds, accounts, bills, securities, and other evidences of debt;

Aircraft, any trailers, motorcycles, farm machinery, campers, camper shells, slide-in camper units, boats, and boat motors;

Any motor vehicle, licensed or not for use on or off public roads except golf carts while used for golfing, or equipment usual and incidental to the maintenance of **your** Mobile Home premises;

Vehicle parts or equipment;

Business property or items carried or held as samples, or for sale or delivery after sale;

Animals, fish, or birds;

Property specifically covered by other insurance;

Property of roomers or boarders;

Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures while installed in, or primarily used in any motor vehicle, boat, or aircraft;

Articles leased to **you**;

Any item insured under Comprehensive Mobile Home Coverage or Comprehensive Unattached Adjacent Structures Coverage.

PERSONAL EFFECTS ITEMS SUBJECT TO LIMITED COVERAGE

The special limit for each following numbered category is the total limit for each occurrence for all property in that numbered category.

1. \$250 on bullion, gold, goldware, silver, silverware, platinum, and other precious metals.
2. \$250 on jewelry, watches, furs, precious and semi-precious stones.

3. \$250 on arts and antiques.
4. \$250 on tools and tool boxes.
5. \$250 on golf equipment.
6. \$250 on cameras and camera equipment, including video camera recorders and their equipment.
7. \$250 on books, manuscripts, tickets, photographs, and stamps, cards and comic book collections.
8. \$250 on computer equipment, including its software.
9. \$250 on musical instruments.
10. \$250 on guns and their accessories.

We will pay no more than \$750 for loss of items from three or more of these special categories. We will pay for loss to these special items only when caused by fire, lightning, earthquake, landslide, windstorm, flood, rising water, robbery, burglary, or theft. These limits do not increase the Personal Effects amount of coverage shown on the **declaration page**.

EXTENSION OF PERSONAL EFFECTS COVERAGE

We will pay up to 10% of the amount of Comprehensive Personal Effects Coverage, or \$500, whichever is greater, for loss of or damage to **your** Personal Effects outside of **your** Mobile Home or a fully enclosed unattached adjacent structure. The loss or damage must be caused by fire, lightning, windstorm, earthquake, landslide, flood, rising water, robbery, or burglary.

YOUR ADDITIONAL COVERAGES

When **you** buy Comprehensive Mobile Home Coverage, we automatically include the following additional coverages. We will pay for these losses with no deductible.

Comprehensive Additional Living Expense Coverage

We will pay **you** up to a maximum of 10% of the amount of coverage for **your** Mobile Home for reasonable Additional Living Expenses **you** pay when **you** cannot live in **your** Mobile Home because it is damaged or destroyed by a covered loss. Our payment ends when **your** Mobile Home is repaired or replaced, or seven days after we have offered to make settlement. We will need paid receipts to verify **your** reasonable additional living expenses incurred in addition to **your** normal living expenses.

Debris Removal Coverage

We will pay up to \$250 for the cost of removing debris of covered property when caused by loss from a covered peril. This does not apply to removal of debris which would be considered normal maintenance.

Emergency Removal Service Coverage

We will pay up to \$500 when **your** Mobile Home must be moved when it is threatened by a covered loss. We will pay no more than the actual cost, up to \$500.

Fire Department Service Coverage

(Not applicable in Arizona, New Jersey and New Mexico.)

We will pay when the fire department is called because of a fire in, or endangering **your** Mobile Home. We will pay for the fire department charge up to \$250 or the amount shown on the **declaration page**, whichever is greater.

Radio and Television Antenna Coverage

We will pay the actual cost up to \$100 or the amount shown on the **declaration page** for loss of, or damage to **your** radio antenna, television antenna, or satellite receiving system, including the internal and external components, located on **your** Mobile Home premises. The loss or damage must be caused by fire, lightning, earthquake, landslide, flood, rising water, robbery, burglary, or windstorm.

Trees, Shrubs, Plants, and Lawn Coverage

We will pay for loss or damage to **your** trees, shrubs, plants, and lawn caused by fire, lightning, explosion, riot or civil commotion, aircraft, vandalism, malicious mischief, or motor vehicles, not owned or operated by **you**. We will pay no more than the actual cost up to \$50 for any one plant or shrub, the actual cost up to \$100 for the lawn or one tree, with a maximum combined payment of \$200 for each occurrence. We do not cover property grown for business purposes.

Tie-Down Equipment

We will pay for damage to **your** Mobile Home tie-down anchoring systems. This does not include loss or damage from rust, corrosion, or faulty installation. We will pay no more than the actual cost, up to \$250.

OUR PAYMENT METHODS

The amount we pay for loss of, or damage to, **your** Mobile Home, Unattached Adjacent Structures, and Personal Effects will be the lowest of:

The difference between the actual cash value of **your** property immediately before the loss and its actual cash value immediately after the loss; or

The cost of repairing the damage, less applicable depreciation or betterment; or

The actual cash value of **your** property immediately preceding the loss; or

The cost of replacing **your** property, less applicable depreciation or betterment; or

The amount of insurance shown on the **declaration page**.

We may also replace the property with property of similar kind, quality, and value.

OUR PAYMENT METHODS FOR SPECIFIC TYPES OF LOSSES (THESE PROVISIONS SUPERSEDE ALL OTHER PAYMENT METHODS)

Hail

The amount we will pay **you** for loss or damage from hail depends on the type of loss or damage it causes.

Hail can cause structural damage, which is the actual penetration of the exterior surface or the cracking or breaking of support materials. When this type of damage occurs, we will pay the cost of repairing or replacing the damaged portion of the property less applicable depreciation or betterment.

Hail often dents the exterior surface of a Mobile Home. Since there is no structural damage, this will in no way affect the utility of the Mobile Home. The amount we pay for this will be the difference between the actual cash value of **your** property immediately before the loss and its actual cash value immediately after the loss.

Pairs and Sets

In case of loss to part of a pair, set, series of objects, pieces or panels, either interior or exterior, **we** may:

Repair or replace any part to restore the pair or set to its value before the loss, or

Pay the difference between the actual cash value of the pair or set before and after the loss.

We cannot guarantee the availability of parts or replacements. **We** will not be obligated to repair or replace the entire pair, set or series of objects, piece or panel when a part is lost or damaged.

Stolen Property

Before a loss for stolen property is paid or the property is replaced, **we** may return any stolen property to **you** at **our** expense with payment for any damage.

If, as a result of **your** loss, **we** pay **you** in cash or by replacement an amount equal to the actual cash value of **your** property before the loss, at **our** option, **we** have the right to take legal title of **your** property.

Deductible

Certain losses or damages are subject to a deductible amount as shown on the **declaration page** or elsewhere in this policy.

When **your** loss is the deductible amount or less, **you** pay it all. When **your** loss is more than the deductible shown, **you** pay the deductible amount and **we** pay the rest up to the amount of insurance provided to **you** in this policy.

This policy may have different deductibles for different coverages. Only one deductible amount will be applied to a loss from one **occurrence**. If the deductible amounts are not equal, the highest deductible for the coverages involved in the loss will apply.

The deductible will apply separately to each Mobile Home insured under this policy.

PHYSICAL DAMAGE DOES NOT PROVIDE PAYMENT FOR:

Loss or damage due and confined to wear and tear, freezing, neglect, mechanical or electrical breakdown or failure, or manufacturer or latent defect, or improper installation;

Loss or damage resulting from or increased by water backing up through sewers or drains or water below the surface of the ground;

Loss or damage to **your** Mobile Home, caused by any governmental requirement regulating construction, confiscation, repair, demolition, sale, occupancy, or relocation of **your** Mobile Home;

Loss or damage if **your** Mobile Home, Unattached Adjacent Structures, Personal Effects or premises are being used for any illegal trade or illegal business;

Loss or damage due and confined to leakage from rain, sleet, or snow or its resulting damage whether or not wind driven;

Loss or damage if **your** Mobile Home, Unattached Adjacent Structures, Personal Effects or premises are used for business or professional purposes;

Loss if **you**, or any resident of **your** Mobile Home, intentionally cause damage to or destruction of **your** Mobile Home, Unattached Adjacent Structures, or Personal Effects, or if **you** intentionally gave **us** materially false information with intent to deceive in order to obtain this policy or in **your** presentation of a claim;

Loss due to nuclear action which means nuclear reaction, radiation or radioactive contamination. Direct loss by fire resulting from nuclear action is covered;

Loss or damage due to war, hostile or war-like action in time of peace or war, whether declared or not declared;

Loss or damage to tires, wheels, and axles, unless damaged by fire or stolen while attached to or from inside the Mobile Home;

Loss by robbery, burglary, theft, vandalism, malicious mischief if the Mobile Home is vacant for more than 30 consecutive days before the loss. Vacancy does not mean temporary unoccupancy;

Loss while **your** Mobile Home is rented to others by **you**, or used for other than private residential purposes, unless such use is described on the **declaration page** and an additional premium has been paid;

Loss caused by insects, vermin, birds, or animals;

Loss caused by or resulting from repairing, adjusting, servicing or maintenance operation, unless fire or explosion ensues, and then only for the loss or damage by the ensuing fire or explosion;

Loss due to acts of malicious mischief, vandalism, or theft caused by any member of the household or a person in lawful possession or custody of the Mobile Home;

Lost items or mysterious disappearance;

Loss or damage caused by **collision**;

Loss to **your** Mobile Home, Adjacent Structures, or Personal Effects while the Mobile Home is in transit. The Mobile Home is considered in transit when the leveling blocks or jacks are removed or utilities are disconnected and until the Mobile Home is re-blocked and leveled with utilities reconnected and ready for occupancy.

PERSONAL LIABILITY COVERAGE

Comprehensive Personal Liability Coverage provides protection against accidents that happen to somebody else, but that **you** are legally responsible for, subject to all policy terms and conditions.

We will pay under Comprehensive Personal Liability Coverage for damages **you** become legally obligated to pay when the damages occur on **your** Mobile Home premises or result from **your** personal actions.

We will pay for certain medical expenses whether or not **you** are legally liable as described under Medical Payments To Others Coverage, subject to all policy terms and conditions.

Comprehensive Personal Liability Coverage and Medical Payments To Others Coverage provides coverage only for:

Activities which are ordinarily incidental to non-business pursuits.

DEFINITIONS

BODILY INJURY means **bodily injury**, sickness, disease, or death of any person, except **you** or any resident of **your** Mobile Home.

PROPERTY DAMAGE means damage or destruction of property of others or damage or injury to it, including loss of its use.

PUNITIVE OR EXEMPLARY DAMAGES are considered to be damages which may be imposed to punish a wrong doer and to deter others from similar conduct.

PREMISES means:

Your Mobile Home as long as it is not for rental, farm, or business use. Included are premises used in connection with your Mobile Home. Also included are adjacent sidewalks and drives to your Mobile Home.

Vacant land other than farmland owned by or rented to you, including land on which a one or two family dwelling is being built for your use;

Premises not owned by you but in which you temporarily live; or

Individual or family cemetery plots or burial vaults.

These definitions will be bold faced throughout the text.

COMPREHENSIVE PERSONAL LIABILITY COVERAGE

If a claim is made or a suit brought against you for damages because of bodily injury or property damage to which this coverage applies, we will:

1. Pay up to our limit of liability shown on the declaration page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice. We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages resulting from the accident equals our limit of liability shown on the declaration page.

MEDICAL PAYMENTS TO OTHERS COVERAGE

We will pay on your behalf, up to our limit of liability shown on the declaration page the necessary medical expenses incurred or medically determined within one year from the date of an accident resulting in bodily injury. The accident must occur between the "from" and "to" dates shown on the declaration page. Medical expenses means reasonable charges for medical, surgical, X-Ray, dental, ambulance, hospital, professional nursing, recognized religious method of healing, prosthetic devices, and funeral services. This coverage does not apply to you or a resident of your Mobile Home other than residence employees. This coverage also does not apply to a person regularly residing in any other dwelling, Mobile Home, or structure located on your premises.

MEDICAL PAYMENTS TO OTHERS COVERAGE APPLIES ONLY:

1. To a person on your premises with your permission;
2. To a person off of your premises if the bodily injury:
 - a. Arises out of a condition in your premises or the sidewalks and drives adjacent to your premises;
 - b. Is caused by your activities;
 - c. Is caused by a residence employee in the course of duties for you; or
 - d. Is caused by an animal owned by you or in your care.

WE COVER THE FOLLOWING IN ADDITION TO THE LIMITS OF LIABILITY:

Claim Expenses

For claim expenses we pay:

Expenses incurred by us and costs taxed against you in any suit we defend;

Premiums on bonds required in a suit defended by us, but not for bond amounts greater than the Limit of Liability for Comprehensive Personal Liability Coverage. We are not obligated to apply for or furnish any bonds;

Expenses incurred by you at our request, including up to \$50 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit; and

Interest on the entire entered judgment until we pay, formally offer, or deposit in Court that part of the judgment which does not exceed the limit of our liability on that judgment.

First Aid Expenses

We will pay your expenses for first aid to others at the scene of an accident caused by you. We will not pay for first aid to you.

Damage To Property of Others

We will pay for Damage To Property Of Others caused by you up to \$250 per accident subject to all policy terms and conditions.

COMPREHENSIVE PERSONAL LIABILITY EXCLUSIONS

Comprehensive Personal Liability Coverage and Medical Payments To Others Coverage Does Not Pay For Bodily Injury Or Property Damage:

Which is expected or intended by any of you or performed at any of your direction;

Which is caused by you while under the influence of alcohol, drugs, or any other mind altering substances;

Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician;

Arising out of your business pursuits. This also includes your occasional or part-time business pursuits;

Arising out of the rental or holding for rental of any premises owned by you intended for use as a residence for more than two roomers or boarders;

Arising out of the rendering or failing to render professional services;

Arising out of any premises owned by you or rented to you unless it is shown on the declaration page and a premium charge has been made;

Arising out of the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants at or from premises you own, rent, or occupy;

Arising out of loss, cost, or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants;

Arising out of any loss, cost, obligation, or expense caused by lead, paint containing lead, soil or earth containing lead, or any substance or material containing lead;

Arising out of any loss, cost, obligation or expense arising out of any request, demand or order to test for, monitor, clean-up, remove, abate, contain, treat, detoxify, or neutralize lead, paint containing lead, soil or earth containing lead, or any substance or material

containing lead, or in any way responding to or assessing the effects of lead;

Arising out of any loss, cost, obligation or expense arising out of any claim or suit by or on behalf of any governmental authority, person, or organization for damages resulting from the testing for, monitoring, cleaning-up, removing, abating, containing, treating, detoxifying or neutralizing lead, paint containing lead, soil or earth containing lead, or any substance or material containing lead or in any way responding to or assessing the effects of lead;

Arising out of the ownership, maintenance, use, loading, or unloading of:

Any motor vehicle, licensed or not for use on or off public roads, except golf carts while used for golfing, or equipment while engaged in the maintenance of **your** Mobile Home **premises**;

Aircraft;

Watercraft;

If the watercraft has inboard or inboard-outboard motor(s) exceeding 50 horsepower;

If it is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;

If it is powered by one or more outboard motors with more than 25 combined total horsepower;

Designated as a jet ski or similar type of craft; or

Designated as an air boat, air cushion, or similar type of craft.

Caused directly or indirectly by war, hostile or war-like action, in time of peace or war, whether or not declared, riot or civil disorder;

Arising out of **your** illegal activities;

Arising out of communicable diseases or sickness as may have been transmitted by **you** or as may have arisen from **your** activities.

Arising out of sexual molestation, corporal punishment, or physical or mental abuse.

COMPREHENSIVE PERSONAL LIABILITY COVERAGE DOES NOT PAY FOR:

Bodily injury or **property damage** arising out of any loss assessment charged against you as a member of an association, corporation, or community of property owners;

Liability assumed under any contract or agreement;

Damage to property owned by **you**;

Damage to property rented to **you**, occupied or used by **you** or in **your** care except as provided by Damage To Property Of Others; *(This exclusion does not apply to property damage caused by fire, smoke, or explosion.)*

Bodily injury to any person eligible to receive any benefits required to be provided by **you** under any worker's compensation, non-occupational disability or occupational disease laws;

Bodily injury or **property damage** if **you** are also covered under a nuclear energy liability policy whether or not its limits of liability have been exhausted;

Bodily injury to **you** or other persons under age 21 in **your** care; or

Punitive and exemplary damages. *(This exclusion is not applicable in the states of Alabama, Georgia, Louisiana, Maryland, Michigan, New Jersey, South Carolina, and Tennessee.)*

MEDICAL PAYMENTS EXCLUSIONS

Medical Payments to Others Coverage Does Not Pay for Bodily Injury:

To a residence employee if the **bodily injury** occurs off **your** Mobile Home **premises** and does not arise out of, or in the course of, the employment by **you**;

To any person eligible to receive any benefits required to be provided or voluntarily provided under any worker's compensation, non-occupational disability, or occupational disease law;

From nuclear action meaning nuclear reaction, radiation, or radioactive contamination; or

To any person other than a residence employee of an insured, regularly residing on any part of the insured **premises**.

DAMAGE TO PROPERTY OF OTHERS DOES NOT PAY:

If the loss is insured under any physical damage coverage in this policy;

If the loss is caused intentionally by any one of **you** who is 13 years old or older;

For loss to property owned by or rented to:

you;

your tenant; or

any resident of **your** Mobile Home.

If the loss arises from:

Business pursuits;

Any act or omission in connection with a **premises** owned, rented, or controlled by **you** unless it is shown on the **declaration page** and a premium charge has been made; or

The ownership, maintenance, or use of a motor vehicle, aircraft, or watercraft.

GENERAL POLICY CONDITIONS

These general conditions apply to **your** policy. This policy is issued in reliance upon the truth of **your** representations, and this policy includes all agreements existing between **you** and **us** or any of **your** agents.

APPRAISALS

If settlement cannot be agreed to, then both **you** and **we** have the right to select a competent and disinterested appraiser within 20 days from the date of disagreement. The appraisers will select an umpire. The appraisers will determine the amount of the loss. If they do not agree then each appraiser will submit their amount of the loss to the umpire. The agreement of any two will determine the amount of the loss and be binding on all parties. **You** pay **your** appraiser and **we** pay **our** appraiser. **You** and **we** share equally the expense of the umpire and all other expenses of the appraisals.

ARBITRATION CLAUSE

Any and all disputes, controversies or claims of any kind and nature between you and **us** arising out of or in any way related to the validity, interpretation, performance or breach of any provisions of this policy, and upon which a settlement has not been reached by **you** and **us**, shall be resolved exclusively, by arbitration in accordance with the Federal Arbitration Act (9 U.S.C. § 1 ET SEQ).

You shall appoint one arbitrator and **we** shall appoint an arbitrator. The two arbitrators appointed shall together pick a third arbitrator. Any decision of the arbitrators shall be by majority vote. In all other respects, the rules and procedures of the American Arbitration Association's Commercial Arbitration Rules shall govern the arbitration proceeding, except to the extent that such rules and procedures conflict with the Federal Arbitration Act. Arbitration shall be held in the city and state

where the insured(s) resides, unless otherwise agreed, in writing, by the parties. In no event shall the arbitrators grant any relief not available in the courts of the state where the policy is issued. Judgment upon the arbitration award shall be entered in a court of general jurisdiction in the state where **you** reside. Appeals may be taken from the arbitrators' decision only in accordance with the Federal Arbitration Act.

You and we understand that:

1. discovery in an arbitration proceeding may be more limited than and different from that in a court proceeding;
2. the arbitrators are not required to state the basis of their decision or to issue any findings of fact; and
3. both **your** and **our** right to appeal or to seek modification of rulings by the arbitrators may be limited.

AUTOMATIC REINSTATEMENT OF COVERAGE

Any damage to **your** property will reduce the amount of coverage available by the amount of the damage. **Your** coverage limit will return to its limit of liability shown on the **declaration page** upon completion of repairs or replacements.

AUTOMATIC TERMINATION

If **we** offer to renew your policy and **you** or **your** representative do not accept, the policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal continuation premium when due means that **you** have not accepted **our** offer.

If **you** obtain other insurance on **your** Mobile Home, any similar insurance provided by this policy will terminate on the effective date of the other insurance.

BANKRUPTCY

If **you** become bankrupt or insolvent, **we** will still be obligated under this policy.

CONCEALMENT, FRAUD, OR MISREPRESENTATION

The entire policy will be void if, whether before or after a loss, **you** have:

1. intentionally concealed or misrepresented any material fact or circumstance;
2. engaged in fraudulent conduct; or
3. made false statements

relating to this insurance.

CANCELLATION

1. **You** may cancel this policy at any time by returning it to **us** or by letting **us** know, in writing, of the date cancellation is to take effect.
2. **We** may cancel this policy only for the reasons stated below by letting **you** know, in writing, of the date cancellation takes effect. This cancellation notice may be delivered to **you**, or mailed to **you** at **your** mailing address shown on the **declaration page**.

Proof of mailing will be sufficient proof of notice.

- a. When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect.
- b. When this policy has been in effect for less than 60 days, and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 10 days before the date cancellation takes effect.

- c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel if there has been:

- (1) conviction of a crime having as one of its necessary elements an act increasing the hazard insured against;
- (2) discovery of fraud or material misrepresentation; or
- (3) discovery of grossly negligent acts or omissions substantially increasing any of the hazards insured against;
- (4) physical changes in the property insured against which result in the property becoming uninsurable.

This can be done by letting **you** know at least 30 days before the date cancellation takes effect.

- d. When this policy is written for a period of more than one year, **we** may cancel for any reason at anniversary by letting **you** know at least 30 days before the date cancellation takes effect.
- e. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata subject to the minimum earned premium shown on the **declaration page**.
- f. If the return premium is not refunded with the notice of cancellation or when this policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

NON-RENEWAL

If **we** elect not to renew this policy, **we** will notify **you** (and the Lienholder, if shown on the **declaration page**) by delivery to **you**, or mailing to **you** at **your** address shown on the **declaration page**, written notice at least 30 days before the expiration date of this policy (otherwise **we** will be obligated to renew this policy if **you** pay the required premium before the expiration date). Proof of mailing shall be sufficient proof of notice.

CHANGES TO YOUR POLICY

The only other way this policy can be changed is if **we** change it in writing, which will be made a part of this policy. Any change in **your** premium will be made at that time.

LEGAL ACTION AGAINST US

You may not bring legal action against **us** concerning this policy unless **you** have fully complied with all of its terms. Suit must be brought within one (1) year after the loss.

Under the Liability Coverages, no legal action may be brought against **us** until judgment against **you** has been finally determined after trial. **Your** policy does not give anyone the right to make **us** a party to any action to determine **your** liability.

LIBERALIZATION CLAUSE

If any provision of this policy is in conflict with **your** state's or the Federal Government's laws or regulations at the time **your** policy is written, it is automatically changed to conform to them. **We** will automatically give **you** the benefit of any extension or broadening of this policy, if the change does not require additional premium.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of **our** policy.

LIENHOLDER INTEREST

If **you** borrowed money to buy **your** Mobile Home, the person or business that loaned **you** the money is called the lienholder. The designation of a lienholder is considered to be an acknowledgment by

you that the lienholder has a legal interest in the Mobile Home due to an installment sales contract or other security agreement.

When a lienholder is named on the **declaration page**, our payment method will recognize the lienholder's interest in **your** property. If we elect to settle **your** loss or damage in money, both **your** name and **your** lienholder's will appear on our payment check. If **you** have paid off **your** lienholder, please tell **us** so that the lienholder's name may be removed from the **declaration page**.

If **your** interest in the Mobile Home is terminated, **our** payment method will recognize only the lienholder's interest. No change in title or ownership of **your** Mobile Home or any negligent acts of **yours** will cancel the lienholder's interest in this policy.

You or the lienholder must let **us** know of any change of ownership or any increase in hazard which comes to **your** or the lienholder's knowledge. If this change in ownership or increase in hazard requires an additional premium, **you** must pay the additional premium. If **you** fail to pay any premium due for this policy, **your** lienholder may be requested to pay that premium.

If **you** fail to give **us** proof of loss within the required 90 days, the lienholder is given an additional 30 days to notify **us** of the loss.

LIMITS OF LIABILITY

Regardless of the number of insureds, claims made, or persons injured, **our** total liability under Comprehensive Personal Liability stated in this policy for all damages resulting from any one occurrence, shall not exceed the limit of liability for Comprehensive Personal Liability stated on the **declaration page**. All **bodily injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general conditions, shall be considered to be the result of one occurrence.

Our total liability under Medical Payments to Others for all medical expense payable for **bodily injury** to one person as the result of one accident, shall not exceed the limit of liability for Medical Payments stated on the **declaration page**.

LOCATION

If **you** move **your** Mobile Home, **you** must notify **us** or your agent within thirty (30) days.

OTHER INSURANCE

Insurance under this section shall apply as excess insurance over other valid and collectible insurance which would apply in absence of this policy.

OUR RIGHT TO RECOVER FROM OTHERS

After **we** have made payment under this policy, except for Medical Payments To Others, **we** have the right to recover the payment from

anyone who may be held responsible. **You** will be required to sign any papers and do whatever else is necessary to transfer this right to **us**.

Neither **you** nor anyone **we** insure in this policy has the right to do anything to prejudice **our** right to recover from others.

SALVAGE: NO ABANDONMENT TO US

Upon settlement by **us** of any total loss or where **we** have paid the policy limits, the salvage, if any, shall belong to **us** at our option, however, there shall be no abandonment to **us**.

TRANSFER OF THIS POLICY

No interest in this policy can be transferred without **our** written consent. If **you** die, this policy will continue in force for the remainder of the time between the "from" and "to" dates shown on the **declaration page**. This policy will only continue for other members of **your** family entitled to coverage at the time of **your** death or for **your** legal representative.

WHAT TO DO WHEN YOU HAVE A LOSS

Any robbery, burglary, theft, vandalism, or malicious mischief loss must be reported to the appropriate law enforcement agency within 24 hours after **you** discover the loss.

When **you** have a loss, **you** or someone on **your** behalf must notify **us** at once. When **you** notify **your** agent or **us**, please give **your** name, policy number, how the loss happened, including the extent of the damages or injuries, names of witnesses, and all other pertinent facts at the time **you** report the loss. **We** may require this information in writing.

You must forward to **us** every notice, demand, summons or other process relating to the accident or **occurrence**.

If **you** have a loss, **you** must protect **your** insured property from any further damage. If **you** fail to do so, any further damage will not be recoverable under this policy. **We** will pay any actual reasonable expenses for necessary emergency repairs incurred in protecting the insured property from further loss if that loss is covered by this policy.

We may require that **you** file with **us** a notarized proof of loss within 90 days after the loss or damage. **You** may be required to show **us** the damaged property and submit to examination under oath. **You** will be required to cooperate with **us** in **our** effort to investigate the accident or loss, settle any claims against **you**, and defend **you**. If **you** fail to cooperate, **we** have the right to deny **you** coverage.

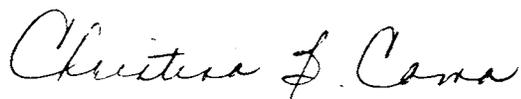
You, except at **your** own expense, may not voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses or emergency repair.

When **you** have a loss **we** insure, **we** will make settlement within 60 days after **we** receive an acceptable proof of loss and the amount of loss is determined as provided in this policy.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the **declaration page** by a duly authorized agent of the Company.

SECRETARY

PRESIDENT



SERFF Tracking Number: ASPX-125348413 *State:* Arkansas
Filing Company: American Reliable Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: A-MH-07 4950
TOI: 04.0 Homeowners *Sub-TOI:* 04.0002 Mobile Homeowners
Product Name: SCO - Mobile - Manufactured Home
Project Name/Number: SCO - Mobile - Manufactured Home/HO AR02533ARF01

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.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Building Exclusion Endorsement	11/05/2007	A6168E.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
BUILDING EXCLUSION ENDORSEMENT**

The Named Insured, upon signature of this endorsement, agrees to accept and comply with the following conditions:

The coverages provided by this policy under Coverage B, Other Structures, are amended to exclude the following described building(s) located on the insured property as listed below:

DESCRIPTION OF BUILDING

All other terms, conditions, exclusions and agreements of the policy shall remain unchanged.