

SERFF Tracking Number: HART-125372250 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.07.006.2007.15 - F
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
Liability
Product Name: Property Choice
Project Name/Number: 2007 Financial Services - MPI/FF.07.006.2007.15

Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Insurance Company of the Midwest, Hartford Underwriters Insurance Company, Property and Casualty Insurance Company of Hartford, Trumbull Insurance Company, Twin City Fire Insurance Company, Hartford Accident and Indemnity Company, Hartford Fire Insurance Company

Product Name: Property Choice SERFF Tr Num: HART-125372250 State: Arkansas
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Sub-TOI: 05.0000 CMP Sub-TOI Combinations Co Tr Num: FF.07.006.2007.15 - F State Status: Fees verified and received

Filing Type: Form Co Status: Initial Filing Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Disposition Date: 12/06/2007
Authors: Stephanie Wiczorek, Doug Wootten
Date Submitted: 11/30/2007 Disposition Status: Approved

Effective Date Requested (New): 01/12/2008 Effective Date (New): 01/12/2008
Effective Date Requested (Renewal): 01/12/2008 Effective Date (Renewal): 01/12/2008

State Filing Description:

General Information

Project Name: 2007 Financial Services - MPI Status of Filing in Domicile: Pending
Project Number: FF.07.006.2007.15 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 12/06/2007
State Status Changed: 12/03/2007 Deemer Date:
Corresponding Filing Tracking Number:

Filing Description:

This filing introduces new, optional Property Choice coverages targeted toward the financial services industry, specifically banks, credit unions and mortgage companies.

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Company and Contact

Filing Contact Information

Stephanie Wieczorek, Product Consultant Stephanie.Wieczorek@thehartford.com
 The Hartford (860) 547-9125 [Phone]
 Hartford, CT 06155 (860) 547-3519[FAX]

Filing Company Information

Hartford Casualty Insurance Company	CoCode: 29424	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0294398	

Hartford Insurance Company of the Midwest	CoCode: 37478	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1008026	

Hartford Underwriters Insurance Company	CoCode: 30104	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1222527	

Property and Casualty Insurance Company of Hartford	CoCode: 34690	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1276326	

Trumbull Insurance Company	CoCode: 27120	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1184984	

Twin City Fire Insurance Company	CoCode: 29459	State of Domicile: Indiana
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Hartford Plaza Group Code: 91 Company Type: Property
Hartford, CT 06115 Group Name: State ID Number:
(860) 547-5000 ext. [Phone] FEIN Number: 06-0732738

Hartford Accident and Indemnity Company CoCode: 22357 State of Domicile: Connecticut
690 Asylum Ave Group Code: 91 Company Type: Property
Hartford, CT 06115 Group Name: State ID Number:
(860) 547-5000 ext. [Phone] FEIN Number: 06-0383030

Hartford Fire Insurance Company CoCode: 19682 State of Domicile: Connecticut
Hartford Plaza Group Code: 91 Company Type:
690 Asylum Avenue Group Name: State ID Number:
Hartford, CT 06115 FEIN Number: 06-0383750
(860) 547-5000 ext. [Phone] -----

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Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Casualty Insurance Company	\$0.00	11/30/2007	
Hartford Insurance Company of the Midwest	\$0.00	11/30/2007	
Hartford Underwriters Insurance Company	\$0.00	11/30/2007	
Property and Casualty Insurance Company of Hartford	\$0.00	11/30/2007	
Trumbull Insurance Company	\$0.00	11/30/2007	
Twin City Fire Insurance Company	\$0.00	11/30/2007	
Hartford Accident and Indemnity Company	\$0.00	11/30/2007	
Hartford Fire Insurance Company	\$50.00	11/30/2007	16897943

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/06/2007	12/06/2007

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Disposition

Disposition Date: 12/06/2007
Effective Date (New): 01/12/2008
Effective Date (Renewal): 01/12/2008
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	Explanatory Memorandum and Form Listing	Approved	Yes
Form	Property Choice Mortgage Protection Insurance Coverage Form	Approved	Yes
Form	Foreclosed Buildings - Limited Coverage	Approved	Yes
Form	Fungus, Wet Rot, Dry Rot, Bacteria Or Virus - Limited Coverage	Approved	Yes
Form	Additional Coverage - Trust Properties	Approved	Yes
Form	Additional Coverage - Business Personal Property As Mortgaged Property	Approved	Yes
Form	Additional Coverage - Mobile Homes	Approved	Yes
Form	Additional Coverage - Loss Of Mortgagee's Interest From Seizure And Sale	Approved	Yes
Form	Mortgage Protection Insurance - Retroactive Coverage Endorsement	Approved	Yes
Form	Supplemental Extended Reporting Period Endorsement - Mortgagee's Errors Or Omissions (Claims-Made)	Approved	Yes
Form	Additional Coverage - Residential Mortgages - Other Insurance Placement Services	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Property Choice Mortgage Protection Insurance Coverage Form	PC6000	1007	Policy/Coverage New Form		0.00	PC 60 00 10 07.pdf
Approved	Foreclosed Buildings - Limited Coverage	PC6002	1007	Endorsement/New Amendment/Conditions		0.00	PC 60 02 10 07.pdf
Approved	Fungus, Wet Rot, Dry Rot, Bacteria Or Virus - Limited Coverage	PC6003	1007	Endorsement/New Amendment/Conditions		0.00	PC 60 03 10 07.pdf
Approved	Additional Coverage - Trust Properties	PC6004	1007	Endorsement/New Amendment/Conditions		0.00	PC 60 04 10 07.pdf
Approved	Additional Coverage - Business Personal Property As Mortgaged Property	PC6005	1007	Endorsement/New Amendment/Conditions		0.00	PC 60 05 10 07.pdf
Approved	Additional Coverage - Mobile Homes	PC6006	1007	Endorsement/New Amendment/Conditions		0.00	PC 60 06 10 07.pdf
Approved	Additional Coverage - Loss Of Mortgagee's Interest From	PC6007	1007	Endorsement/New Amendment/Conditions		0.00	PC 60 07 10 07.pdf

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Seizure And Sale

Approved	Mortgage Protection Insurance - Retroactive Coverage Endorsement	PC6008	1007	Endorsement/Amendment/Conditions	0.00	PC 60 08 10 07.pdf
Approved	Supplemental Extended Reporting Period Endorsement - Mortgagee's Errors Or Omissions (Claims-Made)	PC6009	1007	Endorsement/Amendment/Conditions	0.00	PC 60 09 10 07.pdf
Approved	Additional Coverage - Residential Mortgages - Other Insurance Placement Services	PC6010	1007	Endorsement/Amendment/Conditions	0.00	PC 60 10 10 07.pdf



PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM

PLEASE NOTE THAT SECTION III – MORTGAGEE’S ERRORS OR OMISSIONS (CLAIMS-MADE) OF THIS COVERAGE FORM PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Schedule

1. LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

SECTION I – "MORTGAGEE'S INTEREST"

Limits of Insurance

Coverage A – Loss or Damage From "Required Perils" Other Than "Flood"	\$	For any one mortgage in any one occurrence
Coverage A – Loss or Damage From "Required Perils" Other Than "Flood"	\$	In total for all mortgages in any one occurrence
Coverage B – Loss or Damage From the "Required Peril" of "Flood"	\$	In total for all mortgages in any one "Policy Year"

SECTION II – MORTGAGEE'S LIABILITY

Limits of Insurance

Coverage C – Property Hazard Placement Services	\$	In total for all "Damages" in any one occurrence
Coverage D – "Flood" Hazard Determination And Maintaining "Flood" Insurance	\$	In total for all "Damages" in any one occurrence

SECTION III – MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)

Limits of Insurance

Coverage E – Real Estate Tax Administration Services	\$	For any one claim
Coverage F – "Mortgage Life And Mortgage Disability" Insurance Placement Services	\$	For any one claim
Coverage G – Mortgage Guaranty Insurance Placement Services	\$	For any one claim
Coverage H – Document Custodial Services	\$	For any one claim
Coverage I – Recordation Services	\$	For any one claim

COMBINED LIMIT- SECTION II - MORTGAGEE'S LIABILITY AND SECTION III - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)	\$	In total for all mortgages in any one "Policy Year"
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2. DEDUCTIBLE

The deductibles, subject to all the terms and conditions of this Policy are:

COVERAGE	DEDUCTIBLE	
Section I Coverages	\$	To any one mortgage in any one occurrence
Section II Coverages	\$	To any one mortgage in any one occurrence
Section III Coverages	\$	To any one claim

3. RETROACTIVE DATE – MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE):

The insurance provided under SECTION III - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE) do not apply to a negligent act, error or omission which takes place before the Retroactive Date, if any, shown below.

Retroactive Date: _____ (If no date is entered, no retroactive date applies.)

4. Annual Premium: \$ _____

5. Endorsements applicable to this
**PROPERTY CHOICE MORTGAGE
 PROTECTION INSURANCE
 COVERAGE FORM:**

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Solely with respect to the insurance provided by this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM, the terms and conditions of this form replace any terms and conditions contained in the following Property Choice Coverage Forms:

1. PROPERTY CHOICE - COVERED CAUSES OF LOSS AND EXCLUSIONS FORM, and
2. PROPERTY CHOICE CONDITIONS AND DEFINITIONS FORM.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Property Choice Declarations, and any other person or organization qualifying as a Named Insured under this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION VI – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning.

Refer to **SECTION XII - DEFINITIONS**.

SECTION I – "MORTGAGEE'S INTEREST"

A. Coverage A – Loss or Damage From "Required Perils" Other Than "Flood"

We will pay for the loss of, or reduction in, your "Mortgagee's Interest" resulting from direct physical loss or direct physical damage to the subject "Mortgaged Property" caused by or resulting from a "Required Peril" other than "Flood", which:

1. Takes place during the policy period shown in the Declarations; and
2. Is not excluded in **SECTION V - EXCLUSIONS**.

The most we will pay for the loss of, or reduction in, your "Mortgagee's Interest" is the applicable limit of insurance as stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

B. Coverage B – Loss or Damage From the "Required Peril" of "Flood"

We will pay for the loss of, or reduction in, your "Mortgagee's Interest" resulting from direct physical loss or direct physical damage to the subject "Mortgaged Property" caused by or resulting from the "Required Peril" of "Flood", which:

1. Takes place during the policy period shown in the Declarations; and
2. Is not excluded in **SECTION V - EXCLUSIONS**.

The most we will pay for the loss of, or reduction in, your "Mortgagee's Interest" is the applicable limit of insurance as stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

C. Insurance applies under Coverages A or B only if all of the following conditions apply:

1. The direct physical loss or direct physical damage to the subject "Mortgaged Property" is

caused by or results from a "Required Peril", and

2. There is a "Lack of Insurance" applicable to the direct physical loss or direct physical damage to the "Mortgaged Property", and
3. The mortgagor has defaulted on the mortgage payments on the "Mortgaged Property", and
4. You have taken prompt action to the extent permitted by law, other than foreclosure or sale of the "Mortgaged Property", to collect the unpaid balance of the mortgage, and
5. You have not released the mortgagor from the obligation to pay the unpaid balance of the mortgage, and
6. Your "Mortgage Agreement" contains a clause requiring the mortgagor to maintain insurance protecting the "Mortgaged Property" against at least "Required Perils", and
7. The mortgagor provided written verification of the actual existence of such insurance, at the mortgage closing, and
8. Pursuant to a "Mortgage Agreement", you or any entity on whose behalf you act as a mortgage servicing agent, were named as the mortgagee and/or loss payee on such insurance, and
9. You recorded the amount of insurance, the name of the issuing insurance company, the policy number, and the name of the agent who procured the insurance for the mortgagor, and
10. The direct physical loss or direct physical damage to the "Mortgaged Property" takes place:
 - a. Before you knew of the "Lack of Insurance"; or
 - b. Within 90 days after you knew of the "Lack of Insurance", but prior to force placement of insurance or foreclosure.

D. But the amount we will pay for loss of, or reduction in, your "Mortgagee's Interest" in "Mortgaged Property" shall not exceed the lesser of:

1. The amount that should have been paid for the direct physical damage or direct physical loss had the insurance for the "Required Perils" that was required of the mortgagor in a "Mortgage Agreement" been in full force and effect at the time of the loss or damage, less any other amounts due you from other insurance; or
2. The amount of your "Mortgagee's Interest"; or
3. The applicable Limit of Insurance as stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

SECTION II - MORTGAGEE'S LIABILITY

A. Coverage C – Property Hazard Placement Services

We will pay those sums that the insured becomes legally obligated to pay as "Damages" because of a negligent act, error or omission in procuring or maintaining property hazard insurance for the benefit of your mortgagor as required in a "Mortgage Agreement".

1. This insurance applies only if:
 - a. Direct physical loss or direct physical damage to the subject "Mortgaged Property" is caused by or results from a "Required Peril" other than "Flood"; and
 - b. Such loss or damage to "Mortgaged Property" takes place during the policy period shown in the Declarations; and
 - c. The negligent act, error or omission results in a "Lack of Insurance" on the "Mortgaged Property"; and
 - d. The direct physical loss or direct physical damage is not excluded in **SECTION V - EXCLUSIONS**.
2. But the amount we will pay in "Damages" is limited to the direct physical loss or direct physical damage to the "Mortgaged Property" and shall not exceed the lesser of:
 - a. The amount that should have been paid had the insurance for "Required Perils" other than "Flood" been in full force and effect at the time of the direct physical loss or direct physical damage to "Mortgaged Property"; or
 - b. The Limit Of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as

applying to **Coverage C – Property Hazard Placement Services**; or

- c. The amount in "Damages" for which the insured is legally liable.

B. Coverage D – "Flood" Hazard Determination And Maintaining "Flood" Insurance

1. We will pay those sums that the insured becomes legally obligated to pay as "Damages" because of a negligent act, error or omission in:
 - a. Determining if "Mortgaged Property" is located in a Special "Flood" Hazard Area as defined by the Federal Emergency Management Agency (FEMA) or any successor agency thereof;
 - b. Advising the mortgagor that the "Mortgaged Property" is located in such Special "Flood" Hazard Area; or
 - c. Procuring or maintaining insurance for the "Required Peril" of "Flood" for the benefit of your mortgagor as required of you in a "Mortgage Agreement".
2. This insurance applies only if:
 - a. The "Mortgaged Property" is located in a Special "Flood" Hazard Area as defined by the Federal Emergency Management Agency (FEMA) or any successor agency, and
 - b. The mortgagor is required to purchase "Flood" insurance from the National "Flood" Insurance Program by the "Flood Act", and
 - c. Direct physical loss or direct physical damage to the subject "Mortgaged Property":
 - (1) Is caused by or results from the "Required Peril" of "Flood"; and
 - (2) Takes place during the policy period shown in the Declarations; and
 - (3) Is not excluded in **SECTION V – EXCLUSIONS**; and
 - d. The negligent act, error or omission results in a "Lack of Insurance" on the "Mortgaged Property" that applies to such direct physical loss or direct physical damage.
3. This insurance does not apply to the decision whether or not to procure or maintain "Flood" coverage.
4. But the amount we will pay in "Damages" is

limited to "Damages" arising from the direct physical loss or direct physical damage to the "Mortgaged Property" and shall not exceed the lesser of:

- a. The amount that should have been paid had the insurance for the "Required Perils" of "Flood" been in full force and effect at the time of the direct physical loss or direct physical damage to "Mortgaged Property"; or

- b. The Limit Of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying to **Coverage D – "Flood" Hazard Determination And Maintaining "Flood" Insurance**; or
- c. The amount in "Damages" for which the insured is legally liable.

SECTION III – MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)

THE COVERAGE AFFORDED BY THIS SECTION IS CLAIMS-MADE COVERAGE. THERE IS NO COVERAGE FOR LOSS OR "DAMAGES" ARISING OUT OF A NEGLIGENT ACT, ERROR OR OMISSION THAT OCCURS PRIOR TO THE RETROACTIVE DATE, IF ANY, SHOWN ON THE SCHEDULE OF THIS PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM. THIS COVERAGE, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO A CLAIM FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD.

A BASIC EXTENDED REPORTING PERIOD OF 60 DAYS IS AUTOMATICALLY PROVIDED. A SUPPLEMENTAL EXTENDED REPORTING PERIOD OF UNLIMITED DURATION IS AVAILABLE AT AN ADDITIONAL PREMIUM. COVERAGE GAPS MAY OCCUR IF CLAIMS ARE MADE AFTER THE EXPIRATION OF THE POLICY, OR AFTER THE END OF ANY APPLICABLE EXTENDED REPORTING PERIOD.

A. MORTGAGEE'S ERRORS OR OMISSIONS

1. Coverage E – Real Estate Tax Administration Services

We will pay those sums the insured becomes legally obligated to pay as "Damages" for a negligent act, error or omission in paying real estate taxes or real estate assessments on "Mortgaged Property" on behalf of the mortgagor in accordance with a "Mortgage Agreement".

This insurance applies only if "Damages" do not arise from loss or damage excluded under **SECTION V – EXCLUSIONS**.

But the amount we will pay for "Damages" shall not exceed the lesser of:

- a. Interest and penalties that accrued during the period you did not pay such real estate taxes or real estate assessments on behalf of the mortgagor; or
- b. The Limit Of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying to **Coverage E – Real Estate Tax Administration Services**; or
- c. The amount in "Damages" for which the insured is legally liable.

2. Coverage F – "Mortgage Life and Mortgage Disability Insurance" Placement Services

- a. If a limit of insurance is shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM for **Coverage F – "Mortgage Life And Mortgage Disability Insurance" Placement Services**, we will pay those sums that the insured becomes legally obligated to pay as "Damages" for a negligent act, error or omission in procuring or maintaining any "Mortgage Life and Mortgage Disability Insurance" for the benefit of your mortgagor or the mortgagee in accordance with a "Mortgage Agreement".

- b. This insurance applies only:
 - (1) If the negligent act, error or omission results in a "Lack of Insurance"; and
 - (2) To "Damages" representing the amount that should have been paid had the insurance you were required to procure or maintain been in full force and effect at the time of the death, disability or dismemberment of the mortgagor; and
 - (3) If "Damages" do not arise from loss or damage excluded under **SECTION V – EXCLUSIONS**.

c. But the amount we will pay for "Damages" shall not exceed the lesser of:

- (1) The amount that should have been paid had the insurance been in full force and effect; or
- (2) The Limit Of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying to **Coverage F – "Mortgage Life And Mortgage Disability Insurance" Placement Services**; or
- (3) The amount in "Damages" for which the insured is legally liable; or
- (4) Your "Mortgagee's Interest" in the subject "Mortgaged Property."

3. Coverage G – Mortgage Guaranty Insurance Placement Services

a. If a limit of insurance is shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM for **Coverage G - Mortgage Guaranty Insurance Placement Services**, we will pay for loss of, or reduction in, your "Mortgagee's Interest" in "Mortgaged Property" resulting from your negligent act, error or omission in failing to:

- (1) Procure or maintain Mortgage Guarantee Insurance from the Veterans Administration, Federal Housing Administration, Small Business Administration or other private mortgage insurer in accordance with a "Mortgage Agreement"; or,
- (2) Notify the Veterans Administration, Federal Housing Administration, Small Business Administration or other Private Mortgage Insurer, as a guarantying agency or insurer, of mortgage payments that are in arrears within the notice period required by each agency.

b. This insurance applies only if:

- (1) You agreed in a "Mortgage Agreement" to procure, maintain or process mortgage guaranty insurance on "Mortgaged Property"; and
- (2) The mortgage guaranty insurance did not take effect and/or failed to provide the full guaranty that should have been in effect, which resulted in a loss of, or reduction in, your "Mortgagee's Interest"; and

(3) The loss of, or reduction in, your "Mortgagee's Interest" is not subject to any of the EXCLUSIONS in **SECTION V – EXCLUSIONS**.

c. The amount we will pay for your loss of, or reduction in, your "Mortgagee's Interest" shall be determined as follows:

- (1) If the guarantor accepts title to the "Mortgaged Property" but does not pay you the full guaranty value, the most we will pay is the amount the guarantor would have paid had you properly complied with its requirements less the amount the guarantor actually paid to you;
- (2) If the guarantor does not accept title to the "Mortgaged Property" and does not make payment of the full value of its guaranty, we will, upon the sale of the "Mortgaged Property," pay the lesser of:
 - (a) Your "Mortgagee's Interest" less the amount you received from the sale of the "Mortgaged Property"; or
 - (b) The amount you would have received from the guarantor had the mortgage guaranty insurance been in full force and effect less the amount the guarantor actually paid you.

In no event, however, will we pay more than the Limit Of Insurance shown in the Schedule of the Mortgage Protection Coverage Form Schedule as applying to **Coverage G – Mortgage Guaranty Insurance Placement Services**.

4. Coverage H – Document Custodial Services

a. If a limit of insurance is shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM for **Coverage H – Document Custodial Services**, we will pay those sums you become legally obligated to pay as "Damages" for a negligent act, error or omission relating to the verification, certification, maintenance or custody of documents concerning mortgage loans you sold to:

- (1) Federal Agricultural Mortgage Corporation also known as Farmer Mac;

- (2) Federal Home Loan Mortgage Corporation, also known as Freddie Mac;
- (3) Federal National Mortgage Association, also known as Fannie Mae; or
- (4) Government National Mortgage Association, also known as Ginnie Mae.

But the amount we will pay for "Damages" shall not exceed the **Coverage H – Document Custodial Services** Limit Of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

- b. This insurance applies only if:
 - (1) There is a written custodial agreement between you and the agency described in Paragraph 4. a. above; and
 - (2) The negligent act, error or omission is a violation of a duty described in such custodial agreement; and
 - (3) The "Damages" do not arise out of:
 - (a) The sufficiency, genuineness, legality, or validity of any mortgage document; or
 - (b) A responsibility to enforce the rights of any agency described in Paragraph 4. a. above; and
 - (4) "Damages" do not arise from loss or damage excluded under **SECTION V – EXCLUSIONS**.

5. Coverage I – Recordation Services

If a limit of insurance is shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM for **Coverage I - Recordation Services**, we will pay for loss of your "Mortgagee's Interest" in "Mortgaged Property" due to your negligent act, error or omission in preparing, recording, or releasing your "Mortgagee's Interest" in "Mortgaged Property".

But the amount we will pay for "Damages" shall not exceed the **Coverage I – Recordation Services** Limit Of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

This insurance applies only if the mortgagee commits a negligent act, error or omission when acting as a trustee for, seller to, or

servicer of mortgage loans for:

- a. Federal Agricultural Mortgage Corporation also known as Farmer Mac; or
- b. Federal Home Loan Mortgage Corporation, also known as Freddie Mac; or
- c. Federal National Mortgage Association, also known as Fannie Mae; or
- d. Government National Mortgage Association, also known as Ginnie Mae; and

"Damages" do not arise from loss or damage excluded under **SECTION V – EXCLUSIONS**.

B. Claims - Made Common Provisions

With respect to each of the Claims-Made coverages provided under this **SECTION III – MORTGAGEE'S ERRORS AND OMISSIONS (CLAIMS MADE)**, the following provisions also apply

1. Retroactive date

This insurance applies only if the negligent act, error or omission did not occur before the Retroactive Date, if any, shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM or after the end of the policy period.

2. Claim is Made During Policy Period or Extended Reporting Period

This insurance applies only if a claim for loss of, or reduction in, your "Mortgagee's Interest" or "Damages" because of the negligent act, error or omission is first made against any insured, in accordance with Paragraph **B. 3.** below, during the policy period or any Extended Reporting Period we provide under **SECTION XI – EXTENDED REPORTING PERIODS (CLAIMS MADE)**.

3. When Claim Is First Made

A claim by a person or organization seeking "Damages" will be deemed to have been made at the earlier of the following times:

- a. When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- b. When we make settlement in connection with any coverage described in **SECTION III – MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS MADE)**.

4. Two or More Claims

All claims for loss or "Damages" arising out of the same negligent act, error or omission, or a series of related acts, errors or omissions will

be treated as a single claim and will be deemed to have been made at the time the first of those claims is made against any insured.

5. Prior Or Pending Claims

This insurance applies only to such claims not arising out of any demand, "Suit" or proceeding pending against any insureds prior to or as of the inception date of this policy, or which were the subjects of any notice given under any other insurance policy.

SECTION IV – DEFENSE - MORTGAGEE'S LIABILITY AND MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS MADE)

A. The following provisions apply only to the following coverages:

1. All coverages provided under **SECTION II - MORTGAGEE'S LIABILITY**; and
2. All coverages provided under **SECTION III - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS MADE)**.

B. Duty To Defend

We will have the right and duty to defend the insured against any "Suit" seeking "Damages". However, we will have no duty to defend the insured against any "Suit" seeking "Damages" to which this insurance does not apply. We may, at our discretion, investigate any negligent act, error or omission and settle any claim or "Suit" that may result. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **C.**, **Supplementary Payments**.

C. Supplementary Payments

With respect to any claim we investigate or settle, or any "Suit" against an insured we defend as described in Paragraph **B.** above, we will also pay:

1. All expenses we incur;
2. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "Suit", including actual loss of earnings up to \$500 a day because of time off from work;
4. All costs taxed against the insured in the "Suit";
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If

we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer; and

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION V – EXCLUSIONS

A. "MORTGAGEE'S INTEREST" AND MORTGAGEE'S LIABILITY EXCLUSIONS

In addition to the **GENERAL EXCLUSIONS** in Paragraph **B.** of Section **V**, the following exclusions apply with respect to loss of, or reduction in, your "Mortgagee's Interest" or "Damages" arising out of direct physical loss or direct physical damage to "Mortgaged Property" provided under any coverage described in **SECTION I – "MORTGAGEE'S INTEREST"** or in **SECTION II - MORTGAGEE'S LIABILITY**.

1. Acts or Decisions

We will not pay for loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

But if direct physical loss or direct physical damage by a "Required Peril" ensues to "Mortgaged Property", we will pay only for such ensuing loss or damage.

This exclusion does not apply to a negligent act, error or omission by any insured.

2. Burglary, Larceny, or Robbery

We will not pay for loss or damage caused by or resulting from burglary, larceny or robbery.

3. Business Errors

We will not pay for loss or damage caused by or resulting from error in the:

- a. Alteration;
- b. Distribution;
- c. Installation;
- d. Manufacturing;
- e. Maintenance;
- f. Processing;
- g. Repair; or
- h. Testing,

of that "Mortgaged Property".

But if direct physical loss or direct physical damage by a "Required Peril" ensues to

"Mortgaged Property", we will pay only for such ensuing loss or damage.

4. Earth Movement

We will not pay for loss of or damage" caused by, resulting from, arising out of, or in any way related to:

- a. Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground tectonic forces resulting in breaking, shifting, rising, settling, sinking or lateral movement or other movement, including any related earth sinking, rising or shifting;
- b. Landslide, including any related earth sinking, rising or shifting;
- c. Subsidence of a man-made mine, whether or not mining activity has ceased;
- d. Earth sinking (other than "Sinkhole Collapse"), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other part of buildings or structures. Soil conditions included contraction, expansion, freezing, thawing, erosion, improper compaction of soil and the action of water under the ground surface.

But if direct physical loss or direct physical damage by fire or explosion, ensues to "Mortgaged Property", we will pay for such ensuing loss or damage.

This exclusion applies whether or not caused by a weather condition.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

5. Equipment Breakdown

a. Artificial Electrical Current

- (1) We will not pay for loss or damage caused by or resulting from artificially generated electrical current, including electric arcing, that disturbs electrical devices, equipment, appliances or wires.
- (2) If direct physical loss or direct physical damage by fire ensues to "Mortgaged Property", we will pay only for such ensuing loss or damage.

b. Boiler Explosion

- (1) We will not pay for loss or damage caused by or resulting from explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

- (2) But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for loss or damage from that resulting fire or combustion explosion.

- (3) We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

c. Boiler Condition

(1) Hot Water Boilers

We will not pay for loss of or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion. We will not pay for any loss or damage that is a consequence of such loss or damage.

(2) Steam Boilers

- (a) We will not pay for loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment.

- (b) We will not pay for any loss or damage that is a consequence of such loss or damage.

- (c) But, we will pay for loss or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

d. Mechanical Breakdown

- (1) We will not pay for loss or damage caused directly or indirectly by mechanical breakdown, including rupture or bursting caused by centrifugal force.

- (2) But if direct physical loss or direct physical damage by a "Required Peril" ensues to "Mortgaged Property", we will pay only for such ensuing loss or damage.

6. "Fungus", Wet Rot, Dry Rot, Bacteria or Virus

- a. We will not pay for loss or damage caused directly or indirectly by any of

the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- (1) Presence, growth, proliferation, spread or any activity of "Fungus", wet rot, dry rot, bacteria or virus.
- (2) But if "Fungus", wet rot, dry rot, bacteria or virus results in a "specified cause of loss" to "Mortgaged Property", we will pay for the loss or damage caused by that "Specified Cause of Loss".

b. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

7. Ordinance Or Law

a. We will not pay for loss or damage caused by, resulting from, or arising out of the enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

b. This exclusion applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law while in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

c. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

8. Latent Defect

We will not pay for loss or damage caused by or resulting from hidden or latent defect.

9. Missing Property

We will not pay for loss or damage caused by or resulting from disappearance or shortage disclosed on taking inventory, where there is no physical evidence to show what happened. This would include a shortage disclosed on taking inventory or auditing records.

10. Nesting or Infestation

a. We will not pay for loss or damage caused by, resulting from, or arising out of nesting or infestation, or discharge or

release of waste products or secretions, by insects, birds, rodents or other animals.

b. But if direct physical loss or direct physical damage by a "Required Peril" ensues to "Mortgaged Property", we will pay only for such ensuing loss or damage.

11. Planning, Design, Materials or Maintenance

We will not pay for loss or damage, including the costs of correcting or making good, caused by or resulting from any faulty, inadequate or defective:

- a. Planning, zoning, development, surveying, siting;
- b. Design, specifications, plans, 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 "Mortgaged Property" on or off the premises of the "Mortgaged Property".

But if direct physical loss or direct physical damage by a "Required Peril" ensues to "Mortgaged Property", we will pay only for such ensuing loss or damage.

12. Rust

We will not pay for loss or damage caused by, resulting from or arising out of rust, oxidation, corrosion or discoloration.

But if direct physical loss or direct physical damage by a "Required Peril" ensues to "Mortgaged Property", we will pay only for such ensuing loss or damage.

13. Settling, Cracking Of Buildings Or Structures

We will not pay for loss or damage resulting from or arising out of settling, cracking, shrinking, bulging or expansion of buildings or structures, bridges, roadways, walks, patios or concrete or paved or concrete surfaces.

But if direct physical loss or direct physical damage by a "Required Peril" ensues to "Mortgaged Property", we will pay only for such ensuing loss or damage.

14. Utility Services Interruption

We will not pay for loss or damage caused by, resulting from, arising out of, or in any way related to the failure of power or other utility service supplied to a "Mortgaged Property", however caused. Failure includes lack of sufficient capacity and reduction in supply.

This exclusion applies whether or not caused by a weather condition.

But if direct physical loss or direct physical damage by a "Required Peril" ensues to "Mortgaged Property", we will pay only for such ensuing loss or damage.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

15. Voluntary Parting

We will not pay for loss or damage caused by, resulting from or arising out of voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick devise or false pretense.

16. Water (including "Flood") Damage

a. We will not pay for loss or damage caused by, resulting from arising out of, or in any way related to

- (1) "Flood";
- (2) Release of water held by a dam, levee or dike or by a water or "Flood" control device; or
- (3) Water under the ground surface pressing on, or flowing or seeping through foundations, walls, floors or paved surfaces basements, whether paved or not; doors, windows or other openings.

b. This exclusion applies whether or not caused by a weather condition.

c. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

d. This exclusion does not apply to:

- (1) Coverage B – Loss or Damage From the "Required Peril" of "Flood"
- (2) Coverage D – "Flood" Hazard Determination And Maintaining "Flood" Insurance

17. Wear And Tear

We will not pay for any loss or damage caused by, resulting from or arising out of wear and tear or deterioration.

But if direct physical loss or direct physical damage by a "Required Peril" ensues to "Mortgaged Property", we will pay only for such ensuing loss or damage.

B. GENERAL EXCLUSIONS

The exclusions described in this paragraph apply, with respect to loss of, or reduction in, your "Mortgagee's Interest" or "Damages", to all

coverages provided under this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

1. Asbestos

We will not pay for:

a. Any injury, loss or damage arising out of the asbestos hazard.

b. Any "Damages", judgments, settlements, loss, costs or expenses that:

(1) May be awarded or incurred by reason of any claim or "Suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the asbestos hazard;

(2) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an asbestos hazard; or

(3) Arise out of any claim or "Suit" for "Damages" because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an asbestos hazard.

As used in this exclusion, asbestos hazard means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

2. "Bodily Injury"

We will not pay for loss or "Damages" arising out of "Bodily Injury".

3. Commercial Activities Insurance

With respect to a "Commercial Mortgage", other than insurance for direct physical loss or direct physical damage to "Mortgaged Property", we will not pay loss of, or reduction in, your "Mortgagee's Interest" or "Damages" arising out of your negligent acts errors or omissions in procuring or maintaining or failing to procure or maintain valid insurance for commercial activities, including but not limited to:

a. Automobile Liability or Aircraft Liability;

b. Business Interruption;

c. Commercial Liability, including Product Liability;

- d. Directors and Officers Liability;
- e. Employment Practices Liability;
- f. Pollution Liability; or
- g. Workers Compensation or Employers Liability.

4. Contractual Liability

We will not pay for any loss or damage for which the insured is obligated to pay "Damages" by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for "Damages" that the insured would have in the absence of the contract or agreement.

5. Dishonest Acts

We will not pay for loss or "Damages" caused by, resulting from, or arising out of dishonest or criminal acts or omissions by you, any of your partners, members, officers, managers, directors, officers, trustees, Employees, temporary workers, contracted workers, independent contractors, authorized representatives or anyone else to whom you entrust the property for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees.

6. Fees or Charges

We will not pay for loss or damage arising from or in consequence of disputes involving costs or fees the insured charges for its services.

7. Fines or Penalties

We will not pay for fines or penalties, punitive, exemplary or multiplied "Damages", or for matters deemed uninsurable under the law under which this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM shall be construed.

This EXCLUSION does not apply under **Coverage E - Real Estate Tax Administration Services** to interest and other penalties assessed by a governmental entity because of your failure to pay real estate taxes or real estate assessments to such governmental entity on behalf of a mortgagor as required in a "Mortgage Agreement".

8. Governmental Action

- a. We will not pay for loss or damage caused by, resulting from, or arising out of seizure or destruction of property by order of governmental authority.

- b. But we will pay for covered loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this insurance.

- c. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

- d. This exclusion does not apply to the extent that coverage is provided under **Coverage E - Real Estate Tax Administration Services**.

9. Loss of Market

We will not pay for loss or damage caused by or resulting from loss of market, loss of use or delay.

10. Nuclear Hazard

- a. We will not pay for loss or damage caused by, resulting from, or arising out of, or in any way related to nuclear reaction, nuclear radiation or radioactive contamination, however caused.

- b. But if direct physical loss or direct physical damage by a "Required Peril" ensues to "Mortgaged Property", we will pay only for such ensuing loss or damage.

- c. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

11. "Pollutants And Contaminants"

- a. We will not pay for any injury, damage, loss, cost or expense, caused by, resulting from arising out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants and contaminants".

- (1) If direct physical loss or direct physical damage by a "Specified Cause of Loss" that is a "Required Peril" ensues to "Mortgaged Property", we will pay only for such ensuing loss or damage.

- (2) This exclusion does not apply to damage if the discharge, dispersal, seepage, migration, release or escape is itself caused by a "Specified Cause of Loss" that is a "Required Peril".

- (3) This exclusion does not apply to the accidental or malicious application of chemicals to glass that is part of a building, structure or showcase.

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

- (1) Request, demand, order or statutory or regulatory requirement that any 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 And Contaminants"; or
- (2) Claim or "Suit" by or on behalf of a governmental authority for "Damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "Pollutants and Contaminants".

12. Title Insurance

We will not pay for loss or damage covered under a Title Insurance Policy.

As used in this exclusion, Title Insurance means insurance issued by a Title Insurance Company which indemnifies the owner and/or lender in the event that the ownership of the real property is challenged by the discovery of a lien, fault or defect in the title that existed prior to the effective date of the Title Insurance Policy.

13. War, Military Action

We will not pay for injury, damage, loss, cost or expense caused by, resulting from, arising out of, or in any way related to:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

SECTION VI – WHO IS AN INSURED

A. If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

As used in this paragraph, executive officer means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

5. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

B. Each of the following is also an insured:

1. "Employees"

Your "Employees" or your managers but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

2. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

C. Newly Acquired or Formed Organizations

1. Any organization conducting a similar type of business as the Named Insured, that you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However coverage under this provision is afforded only until the 60th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. You will advise us promptly when you newly form or acquire an organization whose operations include mortgages that organization owns or services. Coverage will not continue for the newly acquired or formed organization beyond 60 days after you acquire

or form the organization unless you:

- a. Provide us with application information on the mortgage portfolio of the newly acquired or formed organization; and
 - b. Accept any new terms, conditions or limitations of coverage we require; and
 - c. Pay any additional premium we require.
3. Any coverage provided by this provision does not apply:
- a. Under **SECTION I – "MORTGAGEE'S INTEREST"**, to any direct physical loss or direct physical damage to "Mortgaged Property" that took place before you acquired or formed the organization.
 - b. Under **SECTION II – MORTGAGEE'S LIABILITY** or under **SECTION III – MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS MADE)** to any claim arising out of a negligent act, error or omission that took place before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION VII – LIMITS OF INSURANCE AND DEDUCTIBLE

A. The Most We will Pay

1. The Limits of Insurance shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "Suits" brought;
 - c. Persons or organizations making claims or bringing "Suits";
 - d. Buildings or structures involved; or
 - e. Mortgages involved.
2. **For Any One Mortgage In Any One Occurrence Limit Of Insurance**

Under **Coverage A – Loss or Damage From "Required Perils" Other Than "Flood"**, the Limit of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying For Any One Mortgage In Any One Occurrence, is the most we will pay for the sum of all loss or damage arising out of any one mortgage regardless of the number of buildings or structures involved in any one occurrence.

3. In Total For All Mortgages In Any One Occurrence Limit Of Insurance

Under **Coverage A – Loss or Damage From "Required Perils" Other Than "Flood"**, the Limit of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying In Total For All Mortgages In Any One occurrence, is the most we will pay for the sum of all loss or damage arising out of any one occurrence regardless of the number of mortgages or the number of buildings or structures involved in any one occurrence.

4. In Total For All "Damages" In Any One Occurrence Limit Of Insurance

Under **SECTION II – MORTGAGEE'S LIABILITY** coverages, the Limit of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying In Total For All "Damages" In Any One Occurrence, is the most we will pay for the sum of all "Damages" arising out of any one occurrence regardless of the number of mortgages or the number of buildings or structures involved in any one occurrence.

5. For Any One Claim Limit Of Insurance

Under **SECTION III – MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS MADE)** coverages, the Limit of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying For Any One Claim, is the most we will pay for the sum of all losses or "Damages" arising out of any one claim.

6. "Policy Year" Limit Of Insurance

The "Policy Year" Limit of Insurance shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM applies as follows:

a. Coverage B – Loss or Damage From the "Required Peril" of "Flood"

The "Policy Year" Limit of Insurance shown as applying to **Coverage B – Loss or Damage From the "Required Peril" of "Flood"** is the most we will pay in total for all "Damages" in any one "Policy Year".

b. COMBINED LIMIT - SECTION II - MORTGAGEE'S LIABILITY AND SECTION III - MORTGAGEE'S

ERRORS OR OMISSIONS (CLAIMS-MADE)

The "Policy Year" Limit of Insurance shown as applying to **COMBINED LIMIT - SECTION II - MORTGAGEE'S LIABILITY AND SECTION III - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)** is the most we will pay in total for all "Damages" or claims in any one "Policy Year" under all coverages described in

- (1) **SECTION II - MORTGAGEE'S LIABILITY**; and
- (2) **SECTION III - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS MADE)**.

B. Deductible

The Deductibles shown in Item 2. of the Schedule of this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM apply as follows:

1. To Any One Mortgage In Any One Occurrence

For coverages under **SECTION I - "MORTGAGEE'S INTEREST"** and under **SECTION II - MORTGAGEE'S LIABILITY**, we will not pay for loss or damage to "Mortgaged Property" that is subject to any one mortgage if such loss or damage takes place in any one occurrence until the amount of the loss or damage exceeds the applicable deductible stated in the Schedule of this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM. We will then pay the amount of loss or damage in excess of the applicable deductible, up to the applicable Limit Of Insurance.

When claim is made for loss or damage under more than one type of coverage and different deductible amounts apply in the same occurrence, we will only apply the largest applicable deductible for which claim is made.

2. To Any One Claim

For coverages under **SECTION III - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS MADE)**, we will not pay for loss or "Damages" arising out of any one claim until the amount of the loss or "Damages" exceeds the applicable deductible stated in the Schedule of this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM. We will then pay the amount of loss or "Damages" in excess of the applicable deductible, up to the applicable Limit Of Insurance.

When a claim is made for loss or "Damages" under more than one coverage and different deductible amounts apply in the same occurrence, we will only apply the largest applicable deductible for which claim is made.

SECTION VIII - "MORTGAGEE'S INTEREST" CONDITIONS

The following Conditions apply to **SECTION I - MORTGAGEE'S INTEREST - Coverage A - Loss or Damage From "Required Perils" Other Than "Flood"** and **Coverage B - Loss or Damage From the "Required Peril" of "Flood"**:

A. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

If there is an appraisal, we will still retain our right to deny the claim on the grounds that it is not covered under this policy.

B. Claim Settlement

- 1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- 2. We will pay for covered loss or damage within 30 days after we receive your sworn proof of loss, if you have complied with all of the terms of this Coverage Part; and:
 - a. We have reached agreement with you on the amount of loss; or
 - b. An appraisal award has been made.
- 3. We will not pay you more than your "Mortgagee's Interest" in the "Mortgaged Property".
- 4. We may adjust losses with the owners of a loan you service, if that loan is secured by the insured "Mortgaged Property". If we pay the owners, such payments will satisfy your claims against us for the "Mortgaged Property". We will not pay the owners more than their financial interest in such property.

C. Duties In Event Of Loss Or Damage

- 1. In event of loss or damage, you must see

that the following are done:

a. Notify Police

Notify the police if a law may have been broken.

b. Notify Us

Give us prompt notice of the loss or damage. Include a description of the property involved.

As soon as possible, give us a description of how, when and where the loss or damage occurred.

We will not deny coverage due to your unintentional failure to notify us about the loss or damage provided notice is given as soon as practicable after you become aware of such loss or damage.

c. Protect Property

Take all reasonable steps to protect the property from further damage, and keep a record of your expenses necessary to protect the "Mortgaged Property", for consideration in the settlement of the claim. This will not increase the applicable Limit of Insurance.

Also, if feasible, set the damaged property aside and in the best possible order for examination.

d. Take Inventory

At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

e. Inspect Property, Books

As often as may be reasonably required, permit us to:

(1) Inspect the damaged and undamaged property and take samples for testing and analysis.

(2) Examine and make copies of your books and records including electronic records and data.

f. Proof of Loss

Send us a signed, sworn proof of loss containing the information we request during our investigation of your claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

g. Cooperate

Cooperate with us in the investigation or settlement of the claim.

2. Examination Under Oath

We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

D. Loss Payee

1. For insured "Mortgaged Property" in which both you and a loss payee as shown in the Declarations have an insurable interest, we will adjust losses with you and pay any claim for loss or damage jointly to you and the loss payee, as interests may appear.

2. If you are a mortgage servicing agent, we will pay you and the mortgage owner as interests may appear.

E. Loss Payee - FHLMC, FNMA And GNMA

1. In the event of loss or damage affecting the interest of the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA) or Government National Mortgage Association (GNMA), then the FHLMC, FNMA or GNMA, its successors and assigns, shall be paid jointly to you and the loss payee, as interests may appear.

2. Should this policy be canceled for any reason during the policy period we will use our best efforts to provide notice to the FHLMC, FNMA or GNMA. Failure to give such notice shall not affect our rights and duties under this policy.

F. Recovered Property

1. If any lost or damaged "Mortgaged Property" is recovered by you or us after a loss payment is made, the party making the recovery must give the other party prompt notice.

2. When "Mortgaged Property" is recovered, you may:

a. Keep the recovered property and return the loss payment to us; or

b. Keep the loss payment and we will keep the recovered property.

3. If any recovered property has salvage value, or if there is any "money" recovered through subrogation, we will reimburse you, from the amount recovered, for the deductible amount that was paid and any proportional share of any uninsured loss or damage resulting from an insufficient Limit of Insurance.

4. If there are any expenses in recovering any lost or damaged "Mortgaged Property", or through subrogation, we will share the expenses with you in proportion to the amount we are each reimbursed.
5. When any recovered "Mortgaged Property" that you choose to keep is in need of repair, we will pay for the repairs subject to terms and conditions of this policy and the applicable Limit of Insurance shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

SECTION IX - MORTGAGEE'S LIABILITY AND MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS MADE) CONDITIONS

The following conditions apply to all coverages under:

- SECTION II - MORTGAGEE'S LIABILITY;** and
SECTION III - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS MADE):

A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

B. Duties In The Event Of Negligent Act, Error Or Omission, Loss, Claim Or "Suit"

1. Notice Of Act, Error Or Omission

You must see to it that we are notified as soon as practicable of a negligent act, error or omission which may reasonably be expected to result in a loss or claim. To the extent possible, notice should include:

- a. How, when and where the negligent act, error or omission took place; and
- b. The names and addresses of any injured persons and witnesses; and
- c. The location of the "Mortgaged Property"; and
- d. A description of any direct physical damage or direct physical loss to the subject "Mortgaged Property"; and
- e. Information or documentation relating to the "Mortgage Agreement" pertaining to the subject "Mortgaged Property".

Notice of an act, error or omission is not notice of a claim.

2. Notice Of Claim

If a claim is received by any insured, you must:

- a. Immediately record the specifics of the claim and the date received; and
- b. Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "Suit" as soon as practicable.

3. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "Suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "Suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

5. Knowledge Of An Act, Error or Omission, Offense, Claim or "Suit"

Paragraphs 2.a. and 2.b. apply to you only when such act, error or omission, or claim is known to:

- a. You if you are an individual;
- b. Any partner, if you are a partnership;
- c. Any manager, if you are a limited liability company;
- d. Any executive officer or insurance manager, if you are a corporation;
- e. Any trustee, if you are a trust; or
- f. Any "Employee" authorized by you to give or receive notice of a claim or a negligent act, error or omission.

This duty applies separately to you and to any additional insured.

C. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "Suit" is brought.

D. Your Right To Claim, And Act, Error or Omission Information (Claims-Made)

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding Mortgage Protection Insurance claims-made coverage we have issued to you during the previous three years:

1. A list or other record of each claim or negligent act, error or omission, not previously reported to any other insurer, of which we were notified in accordance with Paragraph **B.1.**, Duties In The Event Of Negligent Act, Error Or Omission, Loss, Claim Or "Suit" Condition of **SECTION IX - MORTGAGEE'S LIABILITY AND MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS MADE) CONDITIONS**. We will include the date and brief description of the loss or negligent act, error or omission if that information was in the notice we received.
2. A summary by "Policy Year", of payments made and amounts reserved, stated separately, under any applicable "Policy Year" Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and negligent act, error or omission information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

SECTION X – MORTGAGE PROTECTION INSURANCE GENERAL CONDITIONS

The following conditions apply to all coverages provided under this PROPERTY CHOICE

MORTGAGE PROTECTION INSURANCE COVERAGE FORM

A. Abandonment

There can be no abandonment of any property to us without our consent.

B. If Two or More Coverages Apply

If two or more coverages in this policy apply to the same loss or "Damages", we will not pay more than the actual amount of loss or damage.

C. Legal Action Against Us

1. No one may bring a legal action against us in connection with any coverage under **SECTION I – "MORTGAGEE'S INTEREST"** of this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM unless:

- a. There has been full compliance with all of the terms of this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM; and
- b. The action is brought within 2 years after the date on which the direct physical loss or direct physical damage to "Mortgaged Property" occurred.

2. No person or organization has a right under any coverage provided under this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM:

- a. To join us as a party or otherwise bring us into a "Suit" asking for "Damages" from an Insured; or
- b. To sue us on this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "Damages" that are not payable under the terms of this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

D. Mortgages Serviced For Others

If you service mortgages owned by Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA) or Government National Mortgage Association (GNMA), then the FHLMC, FNMA or

GNMA, have the right to file the claim directly with us. We will settle such claims as though such mortgages were yours.

E. Other Insurance

1. You may have other insurance applicable to the loss or "Damages" covered under this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM. If so, and only to the extent such other insurance is subject to the same or similar plan, terms, conditions and provisions as the insurance under this Coverage Form, we will only pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM bears to the sum of the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or "Damages", other than that described in **E. 1.** above, we will pay only for the amount of covered loss or "Damages" in excess of the amount due from that other insurance. But we will not pay more than the applicable Limit of Insurance to this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.
3. If there is no other insurance covering the loss or "Damages", we will pay for the amount of covered loss or "Damages" under the terms and conditions of this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM. But we will not pay more than the applicable Limit of Insurance to this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

F. Representations--When You Accept This Policy

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

G. Transfer Of Rights Of Recovery Against Others To Us

1. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments under **SECTION IV – DEFENSE –**

MORTGAGE'S LIABILITY AND MORTGAGEE'S ERRORS OR OMISSIONS, we have made under this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "Suit" or transfer those rights to us and help us enforce them.

2. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments under **SECTION III – DEFENSE - MORTGAGE'S LIABILITY AND MORTGAGEE'S ERRORS OR OMISSIONS,** we have made under this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or "Damages".

H. When We Do Not Renew

If we decide not to renew this Property Choice Mortgage Protection Insurance coverage, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION XI – EXTENDED REPORTING PERIODS (CLAIMS-MADE)

This Section applies only to such insurance as provided under **SECTION III – MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)**

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. THIS PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM is canceled or not renewed; or

2. We renew or replace the insurance provided under **SECTION III – MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)** of this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM with insurance that:

- a. Has a Retroactive Date later than the date shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM; or
- b. Does not apply to "Damages" on a claims-made basis.

B. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "Damages" caused by a negligent act, error or omission before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

Once in effect, Extended Reporting Periods may not be cancelled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

1. Five years with respect to claims because of "Damages" arising out of a negligent act, error or omission reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph **B.1., Duties In The Event Of Negligent Act, Error Or Omission, Loss, Claim Or "Suit"** Condition of **SECTION IX - MORTGAGEE'S LIABILITY AND MORTGAGEE'S ERRORS OR OMISSIONS CONDITIONS**; and
2. Sixty days with respect to claims arising from negligent acts, errors or omissions not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

D. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

E. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph **C.** above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;
2. Previous types and amounts of insurance;
3. Limits of Insurance available under this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM for future payment of claims; and

4. Other related factors.

The additional premium will not exceed 200% of the annual premium for this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

F. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental "Policy Year" limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental "Policy Year" limits of insurance will be equal to the dollar amount shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM in effect at the end of the policy period for **Combined Limit – Section II – Mortgagee's Liability And Section III – Mortgagee's Errors Or Omissions (Claims-Made)**.

SECTION VII – LIMITS OF INSURANCE AND DEDUCTIBLE will be amended accordingly. Other limits shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM will then continue to apply.

SECTION XII – DEFINITIONS

A. "Bodily Injury" means physical:

1. Injury;
2. Sickness; or
3. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

B. "Commercial Mortgages" means a mortgage secured by real estate, and for which the real estate is used or zoned for business purposes or multi-unit dwellings.

C. "Damages" means "money" claimed by, or ordered to be paid to, a person or organization as compensation for loss or injury. "Damages" do not include injunctive relief.

D. "Employee" includes a leased worker, but does not include a temporary worker. A leased worker is a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. Leased worker does not include a temporary worker. A temporary

worker is a person who is furnished to you for a finite time period to support or supplement your work force in special work situations such as "employee" absence, temporary skill shortages and seasonal workloads.

E. "Flood" means:

1. Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of water from its boundaries, all whether driven by wind or not; or
2. Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground.

"Flood" includes water or other material that backs up from any sewer, if such back-up is caused by any of the conditions in 1. and 2. above, regardless of the proximity of the back-up to such conditions.

"Flood" does not include back-up of water or other material arising from any other origin.

F. "Flood Act" means The Flood Disaster Protection Act of 1973, The National Flood Insurance Reform Act of 1994 and any amendment thereof.

G. "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.

H. "Lack of Insurance" means insurance that is invalid, non-existent, insufficient, or uncollectible.

I. "Mobile Home" means a structure or trailer with a permanent chassis that is capable of being transported, towed or otherwise moved from one place to another, whether or not:

1. Connected to a permanent foundation or utility services; or
2. Affixed with wheels.

J. "Money" means:

1. Currency, coins and bank notes; and
2. Travelers checks, register checks and money orders held for sale to the public.

K. "Mortgage Agreement" means the written mortgage agreement or deed of trust:

1. Between you as the mortgagee and your mortgagor; or
2. Between a mortgagor and another on whose behalf you are providing mortgage services.

L. "Mortgage Life and Mortgage Disability Insurance" means insurance to pay:

1. The balance due on a mortgage upon the death of the mortgagor; or
2. The periodic payments on a mortgage as

they fall due in the event of the death, disability, or dismemberment of the mortgagor.

M. "Mortgagee's Interest" means your interest in the unpaid principal on the valid mortgage or deed of trust and, where applicable, accrued interest as of the date of default by the mortgagor. This does not include late charges and penalty interest.

"Mortgagee's Interest" includes only your interest:

1. In "Mortgaged Property" as a mortgagee;
2. In mortgage loans in which you are one of several participants; or
3. In "Mortgaged Property" as a mortgage servicing agent.

N. "Mortgaged Property"

1. Means real property located in the fifty United States or the District Of Columbia, which is security for a loan:

- a. You own; or
- b. You service for others under a written contract, as if the loan were owned by you; or
- c. Real property sold under a conditional sales agreement or other agreement in which you retain title.

2. Does not mean:

- a. Property that you have acquired through a foreclosure process; or
- b. Property that you have acquired through a repossession process; or
- c. Property that is insured in a Forced Placed insurance program; or
- d. Property that is leased to others under a finance agreement; or
- e. Property that is a "Mobile Home".

O. "Policy Year" means the period of time that:

1. Begins with the inception or anniversary date of this policy; and
2. Ends at the expiration or at the next anniversary date of this policy.

P. "Pollutants and Contaminants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemical and waste, or any other material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.

Q. "Required Perils" means any of the perils that you require to be insured under a "Mortgage Agreement" for the subject "Mortgaged

Property", unless excluded under Paragraph A., **"MORTGAGEE'S INTEREST AND MORTGAGEE'S LIABILITY EXCLUSIONS of SECTION V - EXCLUSIONS.** "Required Peril" includes the peril of "Flood", provided:

1. The "Mortgaged Property" is located in an area identified by the Federal Emergency Management Agency (FEMA), or any successor thereof, as a Special "Flood" Hazard Area; and
 2. The mortgagor is required by the "Flood Act" to purchase "Flood" insurance and such "Flood" insurance is available for such "Mortgaged Property" through the National Flood Insurance Program (NFIP).
- R. "Securities" means negotiable and non-negotiable instruments or contracts representing either "Money" or other property and includes:
1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter); and
 2. Evidences of debt issued in connection with credit or charge cards, which cards are not of your own issue;
- but does not include "Money" or lottery tickets held for sale.
- S. "Sinkhole Collapse" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations.
- This cause of loss does not include:
1. The cost of filling sinkholes; or
 2. Sinking or collapse of land into man-made underground cavities.
- T. "Specified Causes of Loss" means:
1. Fire.
 2. Lightning.
 3. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:
 - a. Rupture, bursting or operation of pressure relief devices; or
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.
 2. Windstorm or hail, but not including:
 - a. Frost or cold weather;
 - b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
 - c. Loss or damage to the interior of any

building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.

3. Smoke, causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.
4. Aircraft or vehicles meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle. This cause of loss includes loss or damage by objects falling from aircraft.
5. Riot or civil commotion, including:
 - a. Acts of striking employees; and
 - b. Looting occurring at the time and place of a riot or civil commotion.
6. Vandalism meaning willful and malicious damage to, or destruction of covered building property.

We will not pay for loss or damage:

 - a. To glass that is part of a building, structure, or an outside sign, but we will pay for loss or damage to other property caused by or resulting from breakage of glass by vandals.
 - b. Caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.
7. "Sinkhole Collapse".
8. "Volcanic Action".
9. Falling objects.

Falling objects does not include loss or damage to:

 - a. Personal property in the open; or
 - b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall or the building structure is first damaged by a falling object.
10. Weight of snow, ice or sleet, but we will not pay for loss or damage to:
 - a. Gutters and downspouts; or
 - b. Personal property outside of buildings or structures.
11. Water damage.
 - a. Water damage, meaning accidental discharge or leakage of water or steam as the direct result of the breaking apart

or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

However, Water Damage does not include:

- (1) Discharge or leakage from:
 - (a) An Automatic Sprinkler System; or
 - (b) A sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
- (2) The cost to repair any defect that caused the loss or damage;
- (3) Loss or damage caused by or resulting from continuous or repeated seepage or leakage that occurs over a period of 14 days or more; or
- (4) Loss or damage caused by or resulting from freezing, unless:
 - (a) You do your best to maintain heat in the building or structure; or
 - (b) You drain the equipment and shut off the water supply if the heat is not maintained.

- b. If coverage applies subject to a. above, and the building or structure containing the system or appliance is a Covered Building, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or steam escapes. But we will not pay the cost to repair any defect that caused the loss or damage.

12. Sprinkler Leakage.

- a. Sprinkler Leakage means a leakage or discharge of any substance from an Automatic Fire Extinguishing System, including collapse of a tank that is part of the system.

If the building or structure containing the Automatic Sprinkler System is a Covered Building, we will also pay the cost to:

- (1) Repair or replace damaged parts of the Automatic Sprinkler System if the damage:
 - (a) Results in sprinkler leakage; or
 - (b) Is directly caused by freezing.
- (2) Tear out and replace any part of the building or structure to repair damage to the Automatic Sprinkler System that has resulted in sprinkler leakage.

- b. Automatic Fire Extinguishing System means:

- (1) Any automatic fire protective or extinguishing system, including connected:
 - (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:
 - (a) Non-automatic fire protective systems; and
 - (b) Hydrants, standpipes and outlets.

13. Theft, meaning any act of stealing.

14. Building glass breakage, meaning glass that is part of the building or structure, including solar heating panels, glass building blocks, skylights, glass doors and windows and their encasement frames, alarm tape, lettering and ornamentation.

This does not include art glass, half tone screens, lenses, memorial windows, mosaic art, rotogravure screens or any stained glass.

U. "Suit" means a civil proceeding in which "Damages" because of injury, loss or damage to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such "Damages" are claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such "Damages" are claimed and to which the insured submits with our consent.

V. Volcanic Action meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

1. Airborne volcanic blast or airborne shock waves;
2. Ash, dust or particulate matter; or
3. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or direct physical damage to property.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORECLOSED BUILDINGS - LIMITED COVERAGE

This endorsement modifies insurance under the following:

PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM

A. COVERAGE

The PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM is revised to include:

We will pay for loss or damage by a Covered Cause of Loss, as specified in this endorsement, to Foreclosed Buildings you have acquired through your normal foreclosure process.

Foreclosed Buildings means a building or structure to which acquired through foreclosure, because the building was security for a loan you owned or serviced and there was a default on that loan. Foreclosed Building does not include land (including the land on which the property is located) and land values, paved or concrete surfaces, retaining walls, or foundations or supports below the surface of the lowest floor or basement.

Coverage for Foreclosed Buildings will end when any of the following first occurs:

1. This policy expires;
2. The Foreclosed Building is sold;
3. 60 days expire after you acquire the Foreclosed Building; or
4. The Foreclosed Building is specifically insured elsewhere.

B. COVERED CAUSES OF LOSS

Foreclosed Buildings are only covered for loss or damage caused by or resulting from a "Required Peril" as contained in the most recent "Mortgage Agreement".

C. LIMITS OF INSURANCE

1. The most we will pay for loss or damage to any one Foreclosed Building is the Foreclosed Building Financial Interest as defined in item E. Valuation of this endorsement.

2. The most we will pay for any one Foreclosed Building Financial Interest as respects loss or damage from "Required Perils" other than "Flood" is the Limit of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying to **SECTION I – "MORTGAGEE'S INTEREST" – Coverage A Loss or Damage From "Required Perils" Other Than "Flood" - For Any One Mortgage In Any One Occurrence.** This limit of insurance is included in and not in addition to the applicable limit of insurance.

3. The most we will pay for all direct physical loss or direct physical damage to your Foreclosed Building Financial Interest in any one occurrence is the Limit Of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying to **SECTION I – "MORTGAGEE'S INTEREST" - Coverage A - Loss or Damage From "Required Perils" Other Than "Flood" - In Total For All Mortgages In Any One occurrence.**

Such limit is the most we will pay for the sum of all loss or damage arising out of any one occurrence regardless of the number of mortgages or the number of buildings or structures involved in any one occurrence. This limit of insurance is included in and not in addition to the applicable limit of insurance.

4. The most we will pay for any one Foreclosed Building Financial Interest as respects loss or damage from "Required Peril" of "Flood" is the Limit of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying to **SECTION I – "MORTGAGEE'S INTEREST" – Coverage B**

Loss or Damage From "Required Peril" of "Flood". This limit of insurance is included in and not in addition to the applicable limit of insurance.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable deductible stated in the Schedule of the **Property Choice Mortgage Protection Insurance Coverage Form** applicable to **Section I Coverages**. We will then pay the amount of loss or damage in excess of the applicable deductible, up to the applicable Limit of Insurance.

E. VALUATION

This is the only valuation that applies to Foreclosed Buildings:

Subject to the applicable Limit of Insurance, Foreclosed Buildings will be valued at the lesser of:

1. The full cost to repair or replace the damaged Foreclosed Building at the time and place of loss; or
2. Your Foreclosed Building Financial Interest.

Foreclosed Building Financial Interest means:

- a. The unpaid principle balance on the mortgage or loan, adjusted to the appraised market value of the Foreclosed Building following:
 - (1) The perfection of your right to possess the Foreclosed Building; or
 - (2) Your receipt of the deed or title to the Foreclosed Building; plus
 - b. The expenses you incurred in perfecting your right to possess the Foreclosed Building; plus
 - c. The cost of structural repairs or renovations you made to the Foreclosed Building; plus
 - d. Expenses you incurred to secure the Foreclosed Building against trespass or malicious mischief;
- minus the market value, following the loss or damage to the Foreclosed Building of any land which was subject to the same mortgage as was the Foreclosed Building.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGUS, WET ROT, DRY ROT, BACTERIA OR VIRUS - LIMITED COVERAGE

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM

- A.** The following is added to:
- 1. SECTION I – "MORTGAGEE'S INTEREST" – Coverage A - Loss or Damage From "Required Perils" Other Than "Flood" and**
 - 2. SECTION II - MORTGAGEE'S LIABILITY:**
- B. Fungus, Wet Rot, Dry Rot, Bacteria or Virus – Limited Coverage**
- The coverage described in Paragraph **C.** below only applies:
- 1.** To affected "mortgaged property" when the "Fungus", wet or dry rot, bacteria or virus is the result of a loss from a "Specified Cause of Loss" that is also a "Required Peril", other than fire or lightning or "flood", that takes place during the policy period; and
 - 2.** If all reasonable means were used to save and preserve the "mortgaged property" from further damage at the time of and after that damage.
 - 3.** We will pay for the loss of, or reduction in:
 - a.** Your "mortgagee's interest"; or
 - b.** "Damages";
 arising from direct physical loss or direct physical damage to "mortgaged property" caused by or resulting from "Fungus", wet rot, dry rot, bacteria or virus.
- C.** The amount that we will pay for loss or "Damages" under this Limited Coverage shall be limited to:
- 1.** The cost of repairing the direct physical loss or direct physical damage to "mortgaged property" caused by "Fungus", wet rot, dry rot, bacteria or virus, including the cost of removal of the "Fungus", wet rot, dry rot, bacteria or virus;
 - 2.** The cost to tear out and replace any part of the building or other property as needed to gain access to the "Fungus", wet rot, dry rot, bacteria or virus; and
 - 3.** The cost of testing performed after removal, repair, replacement or restoration of the damaged "mortgaged property" is completed, provided there is a reason to believe that "Fungus", wet rot, dry rot, bacteria or virus are present.
- D.** The coverage described under Paragraph **C.** of this Limited Coverage is limited to \$25,000 for "Fungus", Wet Rot, Dry Rot, Bacteria or Virus - Limited Coverage. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out a "Specified Cause of Loss" that is a "Required Peril", which takes place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular loss which results in "Fungus", wet rot, dry rot, bacteria or virus, we will not pay more at a "Mortgaged Property" than the total amount applicable to "Fungus", Wet Rot, Dry Rot, Bacteria or Virus - Limited Coverage even if the "Fungus", wet rot, dry rot, bacteria or virus continues to be present or active, or recurs, in a later policy period.
- E.** This limitation does not apply to resultant "Fungus", wet rot, dry rot, bacteria or virus loss or damage if that resultant loss or damage is due to Fire, lightning or "flood" and if these are "Required Perils".
- F.** This Limited Coverage does not increase the applicable Limit of Insurance on any "mortgaged property". If loss or damage results in loss or damage by "Fungus", wet rot, dry rot, bacteria or virus, and there is other loss or damage, we will not pay more, for the total of all loss or damage,

than the applicable Limit of Insurance on the affected "Mortgaged Property".

If there is covered loss or damage to "Mortgaged Property", not caused by "Fungus", wet rot, dry rot, bacteria or virus, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot, bacteria or virus causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERAGE - TRUST PROPERTIES

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM

Schedule

Trust Properties Limit of Insurance: \$

The following Additional Coverage is added:

Trust Properties

A. SECTION II - MORTGAGEE'S LIABILITY – Loss or Damage From "Required Perils" - Coverage C. Property Hazard Placement Services is revised to include those sums you are legally obligated to pay as "Damages" due to your negligent act, error or omission in procuring or maintaining property hazard insurance against direct physical loss or direct physical damage to property you hold in trust.

Trust Property means real property for which:

1. You have no mortgage interest;
2. Pursuant to a trust agreement you have agreed to act in one of the following capacities:
 - a. Trustee;
 - b. Administrator;
 - c. Executor;
 - d. Guardian;
 - e. Committee,
 - f. Receiver; or
 - g. Agent.

B. This insurance only applies if all of the following conditions are met:

1. The direct physical loss or direct physical damage to the Trust Property resulting from a Required Peril must take place during the policy period, and
2. Your negligent act, error or omission in procuring or maintaining property hazard insurance according to a trust agreement

resulted in a "lack of insurance" applicable to the direct physical loss or direct physical damage.

Required peril as used in this Additional Coverage means perils that you are required to insure against in a trust agreement for the Trust Property, unless the loss or damage is:

1. Excluded under **SECTION V. EXCLUSIONS**; or
2. Caused by or resulting from "Flood".

C. The most we will pay for "Damages" applicable to this Additional Coverage is the lesser of:

1. The amount of direct physical loss or direct physical damage determined in accordance with the insurance policies that would have covered the loss or damage if the required insurance was in full force and effect and was caused by a required peril, less the amount of any insurance recovery payable to you on the property you hold in trust; or
2. The Trust Properties Limit of Insurance stated in the above Schedule; or
3. The amount in "Damages" for which the insured is legally liable.

D. The Limit of Insurance is included in and not in addition to the Limit of Insurance stated for **MORTGAGEE'S LIABILITY – Coverage C. Property Hazard Services** including the Policy Year Limit applicable to **COMBINED LIMIT - SECTION II - MORTGAGEE'S LIABILITY AND SECTION III MORTGAGEE'S LIABILITY AND MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS - MADE)**.

E. We will not pay for loss or damage to any one Trust Property until the amount of loss or damage exceeds the Deductible amount stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM applicable to **Section II Coverages.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERAGE - BUSINESS PERSONAL PROPERTY AS MORTGAGED PROPERTY

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM

A. The following Additional Coverage applies to:

- 1. SECTION I – "MORTGAGEE'S INTEREST":
Coverage A – Loss Or Damage From
"Required Perils" Other Than "Flood".**
- 2. SECTION II - MORTGAGEE'S LIABILITY:
Coverage C – Property Hazard Placement
Services.**

B. Business Personal Property As "Mortgaged Property"

The definition of "Mortgaged Property" is revised to include business personal property that is machinery, equipment, inventory, furniture and fixtures pledged as security for a "Commercial Mortgage".

C. How This Insurance Applies

The insurance provided by this Additional Coverage for **Coverage A – Loss Or Damage From "Required Perils" Other Than "Flood"** and **Coverage C – Property Hazard Placement Services** applies only if the direct physical loss or direct physical damage to "Mortgaged Property" is from a "Required Peril" that is a "Specified Cause of Loss".

D. Property Not Covered

The following property is not covered under this Additional Coverage:

1. Vehicles, aircraft or watercraft;
2. Crops, livestock, seeds or standing timber; or
3. Rolling stock.

E. Limits of Insurance

1. As respects coverage provided under **SECTION I. – "MORTGAGEE'S INTEREST": Coverage A – Loss Or Damage From "Required Perils" Other Than "Flood"**, the Limit of Insurance for Business Personal Property that is "Mortgaged Property" is

included in and not in addition to in the Limits of Insurance for **"MORTGAGEE'S INTEREST" – Coverage A. - Loss or Damage from "Required Perils" Other Than "Flood"** as shown in the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM Schedule.

2. As respects coverage provided under **SECTION II - MORTGAGEE'S LIABILITY: Coverage C – Property Hazard Placement Services**, the Limit of Insurance for Business Personal Property that is "Mortgaged Property" is included in and not in addition to in the Limits of Insurance for **MORTGAGEE'S LIABILITY: Coverage C – Property Hazard Placement Services** as shown in the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM Schedule.

F. Deductible

1. As respects coverage provided Under **SECTION I – "MORTGAGEE'S INTEREST": Coverage A – Loss Or Damage From "Required Perils" Other Than "Flood"**, we will not pay for loss or damage to any one "Mortgaged Property" that includes Business Personal Property in any one occurrence until the amount of loss or damage exceeds the deductible amount shown in the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM Schedule applicable to **Section I Coverages**. We will then pay the amount of loss in excess of the deductible, up to the applicable Limit of Insurance. If two or more deductibles apply to the same "Mortgaged Property" in the same occurrence, only the largest single deductible will apply.

2. As respects coverage provided under **SECTION II - MORTGAGEE'S LIABILITY: Coverage C – Property Hazard Placement Services**, we will not pay for loss or damage from any one claim until the amount of loss or damage exceeds the deductible amount shown in PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM Schedule applicable to **Section II Coverages**. We will then pay the amount of loss in excess of the deductible, up to the applicable Limit of Insurance. If two or more deductibles apply to the same mortgaged property in the same claim, only the largest single deductible will apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERAGE - MOBILE HOMES

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM

Schedule

Mobile Homes Limits of Insurance:

"MORTGAGEE'S INTEREST": Coverage A – Loss Or Damage From
"Required Perils" Other Than "Flood" \$

"MORTGAGEE'S INTEREST": Coverage B – Loss Or Damage From
"Required Peril" of "Flood" \$

The following Additional Coverage is added to
**SECTION I – MORTGAGEE'S INTEREST –
Coverage A – Loss Or Damage From "Required
Perils" Other Than "Flood" and Coverage B – Loss
Or Damage From "Required Peril" of "Flood":**

Additional Coverage - Mobile Homes

A. The definition of "Mortgaged Property" as used in the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM is revised to include Mobile Homes as respects **Section I - Mortgagee's Interest:**

1. **Coverage A. – Loss or Damage From "Required Perils" Other Than "Flood";** and
2. **Coverage B. – Loss or Damage From "Required Peril" of "Flood".**

B. Mobile Homes as used in this Additional Coverage means a structure that:

1. Is intended for use as a private residence, and
2. Is immobilized by the removal of any wheels, and
3. Is situated on a permanent foundation or blocks, and
4. Is tied down and skirted.

C. The most we will pay for the loss of, or reduction in, your "Mortgagee's Interest" caused by or resulting from direct physical loss or direct physical damage to Mobile Homes is the Mobile Homes Limit of Insurance shown in the above Schedule regardless of the number of Mobile Homes involved in any one occurrence.

D. The Limit of Insurance provided under this Additional Coverage does not increase any

applicable Limit of Insurance.

1. As respects coverage provided under **SECTION I – "MORTGAGEE'S INTEREST": Coverage A – Loss Or Damage From "Required Perils" Other Than "Flood"**, the Limit of Insurance for Mobile Homes that are "Mortgaged Property" is included in and not in addition to in the Limits of Insurance for **"MORTGAGEE'S INTEREST" – Coverage A. - Loss or Damage from "Required Perils"** as shown in the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM Schedule.

2. As respects Coverage provided under **SECTION I – "MORTGAGEE'S INTEREST": Coverage B – Loss Or Damage From "Required Peril" of "Flood"**, the Limit of Insurance for Mobile Homes that are "Mortgaged Property" is included in and not in addition to in the Limits of Insurance for **"MORTGAGEE'S INTEREST" – Coverage B. - Loss or Damage from "Required Peril" of "Flood"** as shown in the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM Schedule.

E. We will not pay for loss or damage to any one Mobile Home until the amount of loss or damage exceeds the Deductible amount stated in the schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM applicable to **Section I Coverages**. We will then pay the amount of loss in excess of the deductible, up to the applicable Limit of Insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERAGE - LOSS OF MORTGAGEE'S INTEREST FROM SEIZURE AND SALE

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM

The insurance provided under **SECTION I - COVERAGE A - MORTGAGEE'S INTEREST** is extended to apply to loss of, or reduction in, your "Mortgagee's Interest" in the event of the irrevocable seizure and sale of "Mortgaged Property" because of the failure of the mortgagor to pay real estate taxes or other assessments on "Mortgaged Property" without your knowledge.

The most we will pay under this Additional Coverage is reduction of your "Mortgagee's Interest".

- A.** This Additional Coverage applies only if all of the following conditions apply:
1. Your "Mortgage Agreement" does not require you to pay such real estate taxes or other assessments; and
 2. Without your knowledge, the mortgagor failed to pay real estate taxes or other assessments on the "Mortgaged Property", and
 3. Such failure resulted in the irrevocable seizure and sale of the "Mortgaged Property" by a governmental agency or political subdivision thereof.
- B.** The amount we will pay for loss of, or reduction in, your "Mortgagee's Interest" in "Mortgaged Property" under this Additional Coverage shall not exceed the amount of your "Mortgagee's Interest".
- We will determine the date of the loss of, or reduction in, your "Mortgagee's Interest" as the date of issue of the order authorizing the irrevocable seizure and sale of the "Mortgaged Property".
- C.** The Limit of Insurance available under this Additional Coverage is included in and not in addition to the Limits of Insurance for **SECTION I - MORTGAGEE'S INTEREST - Coverage A. - Loss or Damage from Required Perils** as shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.
- D.** We will not pay for loss of, or reduction in, your "Mortgagee's Interest" in "Mortgaged Property" under this Additional Coverage until the amount of loss exceeds the Deductible amount stated in the schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM applicable to Section I. Coverages. We will then pay the amount of loss in excess of the deductible, up to the applicable Limit of Insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MORTGAGE PROTECTION INSURANCE - RETROACTIVE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM

A. This insurance provided by this endorsement applies only to coverage provided under:

- 1. SECTION II - MORTGAGEE'S LIABILITY;**
and
- 2. SECTION III - MORTGAGEE'S ERRORS
OR OMISSIONS (CLAIMS-MADE)**

of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

B. This insurance is extended to apply to any negligent act, error or omission that gives rise to a claim that took place prior to the effective date of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

However, the insurance provided by this endorsement applies only if:

- 1.** The immediate prior policy:
 - a.** Included coverage provided on a claims-made basis; and
 - b.** Does not apply to the claim; but would have applied to the claim had it been reported during its policy period; and
- 2.** The PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM to which this endorsement is attached would have covered the claim:
 - a.** Under **SECTION II - MORTGAGEE'S LIABILITY**, had the direct physical loss or direct physical damage to "Mortgaged Property" out of which the claim arose taken place during its policy period; or
 - b.** Under **SECTION III - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)**,

(1) Had the claim for "Damages" been made during its policy period; and

(2) Had the negligent act, error or omission out of which the claim arose taken place after its retroactive date.

3. You have provided us with:

- a.** A copy of the immediate prior claims-made policy or coverage; and
- b.** A list of all incidents or claims reported to such prior policy's insurer.

C. The most we will pay for the insurance provided under this endorsement is the lesser of:

- 1.** The Limit Of Insurance remaining available to pay for claims under the immediate prior policy had the claim been reported during its policy period; or
- 2.** The Limit Of Insurance available for payment under this PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM.

In no event will the maximum Limit Of Insurance for the combination of claims under this endorsement and claims under **SECTION II - MORTGAGEE'S LIABILITY**; and **SECTION III - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)** of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM exceed the **Combined Limit – Section II – Mortgagee's Liability And Section III – Mortgagee's Errors Or Omissions (Claims-Made)** Limit Of Insurance shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying In Total For All "Damages" Or Claims In Any One "Policy Year".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM

Schedule

A. Extended Reporting Period:	From	To
B. Premium	\$	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. A Supplemental Extended Reporting Period Endorsement is provided, as described in **SECTION XI – EXTENDED REPORTING PERIOD**. The supplemental reporting period lasts for the period of time shown in the schedule.

The Supplemental Extended Reporting Period applies only to such insurance as provided under **SECTION III - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)**.

B. A Supplemental "Policy Year" limit of insurance applies, as set forth in Paragraph **C.** below, to claims under **SECTION III – MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)** first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the dollar amount shown in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying to the **Combined Limit – Section II – Mortgagee's Liability And Section III - Mortgagee's Errors Or Omissions (Claims-Made)** which was in effect at the end of the policy period.

C. Paragraph **6.b.** of **SECTION VII – LIMITS OF INSURANCE AND DEDUCTIBLE** is replaced by the following:

b. Combined Limit – Section II - Mortgagee's Liability And Section III - Mortgagee's Errors Or Omissions (Claims-Made)

The "Policy Year" Limit Of Insurance shown as applying to the **Combined Limit – Section II – Mortgagee's Liability And Section III - Mortgagee's Errors Or Omissions (Claims-Made)** is the most we will pay in total for all "Damages" or claims in any one "Policy Year" under all Coverages described in **SECTION II - MORTGAGEE'S LIABILITY**; and **SECTION III - MORTGAGEE'S ERRORS OR OMISSIONS (CLAIMS-MADE)**.

However, the **Combined Limit – Section II – Mortgagee's Liability And Section III - Mortgagee's Errors Or Omissions (Claims-Made)** does not apply to claims first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental "Policy Year" Limit is the most we will pay for the sum of loss or "Damages" under **SECTION III – MORTGAGEES' ERRORS OR OMISSIONS (CLAIMS-MADE)** for claims first received and recorded during the Supplemental Extended Reporting Period.

D. Section VII – Limits Of Insurance And Deductible, as amended by Paragraph **C.** above, is otherwise unchanged and applies in its entirety.

E. Solely with respect to the insurance provided by this endorsement, Paragraph **E.**, **Other Insurance of SECTION X – MORTGAGE PROTECTION INSURANCE GENERAL CONDITIONS** is replaced by the following:

E. Other Insurance

This insurance provided by this endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

1. That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to loss or "Damages" on other than a claims-made basis, if:
 - a. No Retroactive Date is shown in the Declarations of this insurance; or
 - b. The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.
 2. Whose policy period begins or continues after the Supplemental Extended Reporting Period begins.
- F.** This endorsement will not take effect unless the additional premium for it, as set forth in **SECTION XI – EXTENDED REPORTING PERIOD**, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERAGE - RESIDENTIAL MORTGAGES - OTHER INSURANCE PLACEMENT SERVICES

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM

The insurance provided under **Section II – "Mortgagee's Liability"** is extended to apply to those sums that the insured becomes legally obligated to pay as "Damages" for a negligent act, error or omission in procuring or maintaining insurance other than insurance described in **Coverages C or D** to which this insurance applies.

The most we will pay under this Additional Coverage as "Damages" shall not exceed the Limit Of Insurance stated in the Schedule of the PROPERTY CHOICE MORTGAGE PROTECTION INSURANCE COVERAGE FORM as applying to **Coverage C – Property Hazard Placement Services** or **Coverage D - "Flood" Hazard Determination And Maintaining "Flood" Insurance**.

A. This Additional Coverage applies only if:

1. You agreed in a "Mortgage Agreement" pertaining to "Residential Mortgages" to procure and maintain such other insurance for the benefit of the mortgagor; and
2. The insurance is not required of the mortgagor in the "Mortgage Agreement"; and
3. The insurance is of a type customarily acceptable to you that includes:
 - a. Protection for your "Mortgagee's Interest" in "Mortgaged Property"; and
 - b. Protection against direct physical loss or direct physical damage from "Required Perils" to "Mortgaged Property"; and
4. The "Damages" are for that amount that would have been paid to the mortgagor had the insurance you were required to procure or maintain been in full force and effect at the time of the loss or damage; and

5. Such "Damages:"

- a. Do not arise from any loss or damage excluded in **Section V – Exclusions**; or
 - b. Do not arise from liability of the mortgagor, or any other person or entity that would have been an insured under such other insurance, for:
 - (1) Bodily injury,
 - (2) Property damage, or
 - (3) Personal injury
 sustained by another.
- B.** The amount we will pay in "Damages" under this Additional Coverage shall not exceed the lesser of:
1. The amount that would have been paid had the insurance been in full force and effect; or
 2. The Limit Of Insurance stated in the Schedule of the Mortgage Protection Insurance Coverage Form as applying to **Coverage C – Property Hazard Placement Services** or **Coverage D - "Flood" Hazard Determination And Maintaining "Flood" Insurance**; or
 3. The amount in "Damages" for which the insured is legally liable.

SERFF Tracking Number: HART-125372250 *State:* Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: FF.07.006.2007.15 - F
TOI: 05.0 Commercial Multi-Peril - Liability & Non- *Sub-TOI:* 05.0000 CMP Sub-TOI Combinations
Liability
Product Name: Property Choice
Project Name/Number: 2007 Financial Services - MPI/FF.07.006.2007.15

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HART-125372250 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.07.006.2007.15 - F
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
Liability
Product Name: Property Choice
Project Name/Number: 2007 Financial Services - MPI/FF.07.006.2007.15

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 12/06/2007

Comments:

Attachments:

ffs.pdf

PCTD-1.pdf

Satisfied -Name: Explanatory Memorandum and
Form Listing **Review Status:** Approved 12/06/2007

Comments:

Attachments:

FORMS LISTINGS.pdf

PCTD-1.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.)

1.	This filing transmittal is part of Company Tracking #	FF.07.006.2007.15			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
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	Property Choice Mortgage Protection Insurance Coverage Form	PC 60 00 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Foreclosed Buildings - Limited Coverage	PC 60 02 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Fungus, Wet Rot, Dry Rot, Bacteria Or Virus - Limited Coverage	PC 60 03 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Additional Coverage - Trust Properties	PC 60 04 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Additional Coverage - Business Personal Property As Mortgaged Property	PC 60 05 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Additional Coverage - Mobile Homes	PC 60 06 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Additional Coverage - Loss Of Mortgagee's Interest From Seizure And Sale	PC 60 07 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Mortgage Protection Insurance - Retroactive Coverage Endorsement	PC 60 08 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Supplemental Extended Reporting Period Endorsement - Mortgagee's Errors Or Omissions (Claims-Made)	PC 60 09 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Additional Coverage - Residential Mortgages - Other Insurance Placement Services	PC 60 10 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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 #
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Hartford Fire Ins. Co.	Connecticut	00914-19682	06-0383750	
Hartford Accident & Indemnity Co.	Connecticut	00914-22357	06-0383030	
Hartford Casualty Ins.Co.	Indiana	00914-29424	06-0294398	
Hartford Underwriters Ins. Co.	Connecticut	00914-30104	06-1222527	
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	
Hartford Ins. Co. of the Midwest	Indiana	00914-37478	06-1008026	
Trumbull Ins. Co.	Connecticut	00914-27120	06-1184984	
Property & Casualty Ins. Co. of Hartford	Indiana	00914-34690	06-1276326	

5. Company Tracking Number	FF.07.006.2007.15
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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
	Stephanie Wieczorek	Product			Stephanie.Wieczorek
	Hartford Plaza, Hartford, CT 06115	Consultant	860-547-9125	860-547-3519	@TheHartford.com
7.	Signature of authorized filer		<i>Stephanie L. Wieczorek</i>		
8.	Please print name of authorized filer		Stephanie L. Wieczorek		

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

9.	Type of Insurance (TOI)	CMP - 05.0
10.	Sub-Type of Insurance (Sub-TOI)	CMP Combinations - 05.00
11.	State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	2007 Financial Services - MPI
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input checked="" type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 1/12/08 Renewal: 1/12/08
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	11/30/07
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	FF.07.006.2007.15
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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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This filing introduces new, optional Property Choice coverages targeted toward the financial services industry, specifically banks, credit unions and mortgage companies.

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

ARKANSAS

FORMS A PART OF THIS FILING

FORM NO.

TITLE

PC 60 00 10 07	Property Choice Mortgage Protection Insurance Coverage Form
PC 60 02 10 07	Foreclosed Buildings - Limited Coverage
PC 60 03 10 07	Fungus, Wet Rot, Dry Rot, Bacteria Or Virus - Limited Coverage
PC 60 04 10 07	Additional Coverage - Trust Properties
PC 60 05 10 07	Additional Coverage - Business Personal Property As Mortgaged Property
PC 60 06 10 07	Additional Coverage - Mobile Homes
PC 60 07 10 07	Additional Coverage - Loss Of Mortgagee's Interest From Seizure And Sale
PC 60 08 10 07	Mortgage Protection Insurance - Retroactive Coverage Endorsement
PC 60 09 10 07	Supplemental Extended Reporting Period Endorsement - Mortgagee's Errors Or Omissions (Claims-Made)
PC 60 10 10 07	Additional Coverage - Residential Mortgages - Other Insurance Placement Services

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 #
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4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
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5. Company Tracking Number	FF.07.006.2007.15
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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
	Stephanie Wieczorek	Product			Stephanie.Wieczorek
	Hartford Plaza, Hartford, CT 06115	Consultant	860-547-9125	860-547-3519	@TheHartford.com

7. Signature of authorized filer	<i>Stephanie L. Wieczorek</i>
8. Please print name of authorized filer	Stephanie L. Wieczorek

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

9. Type of Insurance (TOI)	CMP - 05.0
10. Sub-Type of Insurance (Sub-TOI)	CMP Combinations - 05.00
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	2007 Financial Services - MPI
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input checked="" type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 1/12/08 Renewal: 1/12/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	11/30/07
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

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