

<i>SERFF Tracking Number:</i>	<i>TRGR-125377302</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Southern Insurance Company</i>	<i>State Tracking Number:</i>	<i>#302179 \$50</i>
<i>Company Tracking Number:</i>	<i>07-210</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0002 Personal Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Arkansas Home Protectors</i>		
<i>Project Name/Number:</i>	<i>Initial Forms and Endorsements Filing/07-210</i>		

## Filing at a Glance

Company: Southern Insurance Company	SERFF Tr Num: TRGR-125377302	State: Arkansas
Product Name: Arkansas Home Protectors	SERFF Status: Closed	State Tr Num: #302179 \$50
TOI: 01.0 Property	Co Tr Num: 07-210	State Status: Fees verified and received
Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)	Co Status: Submitted	Reviewer(s): Becky Harrington, Betty Montesi, Brittany Yielding
Filing Type: Form	Author: William Bradford	Disposition Date: 12/14/2007
	Date Submitted: 12/07/2007	Disposition Status: Approved
Effective Date Requested (New): 02/01/2008		Effective Date (New): 02/01/2008
Effective Date Requested (Renewal): 02/01/2008		Effective Date (Renewal): 02/01/2008

State Filing Description:

## General Information

Project Name: Initial Forms and Endorsements Filing  
Project Number: 07-210

Status of Filing in Domicile: Authorized  
Domicile Status Comments: A similar low value program is approved in Texas  
Reference Number: DP-2003-002FR  
Advisory Org. Circular: LI-DP-2003-110

Reference Organization: ISO  
Reference Title: Dwelling 2002 Program  
Filing Status Changed: 12/14/2007  
State Status Changed: 12/13/2007  
Corresponding Filing Tracking Number:

Deemer Date:

Filing Description:

This is our initial filing to adopt forms and endorsements for our Arkansas Home Protectors Program. This is a low value dwelling program.

The form we will use is the ISO DP 00 01. We will use several other standard ISO endorsements as well as company

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and program specific endorsements.

The references below for reference organization refer to the ISO endorsements.

## Company and Contact

### Filing Contact Information

William Bradford, Senior Products Filing Specialist  
 5525 LBJ Freeway  
 Dallas, TX 75240  
 bill.bradford@republicgroup.com  
 (972) 788-6617 [Phone]  
 (972) 788-6609[FAX]

### Filing Company Information

Southern Insurance Company  
 5525 LBJ Freeway  
 Dallas, TX 75240  
 (972) 788-6001 ext. [Phone]  
 CoCode: 19216 State of Domicile: Texas  
 Group Code: 3489 Company Type:  
 Group Name: The Republic Group State ID Number:  
 FEIN Number: 75-6021170  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50 x 1 company  
 Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0000302179	\$50.00	12/07/2007

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	12/14/2007	12/14/2007

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Becky Harrington	12/10/2007	12/10/2007	William Bradford	12/13/2007	12/13/2007

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Filing Memorandum	Supporting Document	William Bradford	12/08/2007	12/08/2007

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*Project Name/Number:* Initial Forms and Endorsements Filing/07-210

## **Disposition**

Disposition Date: 12/14/2007

Effective Date (New): 02/01/2008

Effective Date (Renewal): 02/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Form	Dwelling Property I – Basic Form	Approved	Yes
Form	Special Provisions Endorsement – Arkansas	Approved	Yes
Form	Additional Living Expense	Approved	Yes
Form	Additional Insured	Approved	Yes
Form	Premises Alarm or Fire Protection System	Approved	Yes
Form	Amendatory Mandatory Endorsement	Approved	Yes
Form (revised)	Home Protectors Additional Extended Coverage	Approved	Yes
Form	Home Protectors Additional Extended Coverage		Yes
Form	Exclusion of Cosmetic Damage to Roof Coverings Caused by Hail	Approved	Yes
Form	Amendatory Mandatory Asbestos and Lead Exclusion	Approved	Yes
Form	Arkansas Fraud Statement	Approved	Yes
Form	Privacy Notice	Approved	Yes
Form	Notice to Policyholders	Approved	Yes
Form	Declarations Page	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 12/10/2007  
Submitted Date 12/10/2007

Respond By Date

Dear William Bradford,

This will acknowledge receipt of the captioned filing.

Objection 1

- Home Protectors Additional Extended Coverage (Form)

Comment: This endorsement does not appear to comply with Bulletin 10-2002. Loss caused by mold/fungus that is the result of a covered peril must be covered.

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 12/13/2007  
Submitted Date 12/13/2007

Dear Becky Harrington,

**Comments:**

### Response 1

Comments: Ms. Harrington:

I have deleted the words "MOLD, FUNGUS" from b.3.

Bill Bradford

**Related Objection 1**

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 Product Name: Arkansas Home Protectors  
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Applies To:  
 - Home Protectors Additional Extended Coverage (Form)

Comment:  
 This endorsement does not appear to comply with Bulletin 10-2002. Loss caused by mold/fungus that is the result of a covered peril must be covered.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Home Protectors Additional Extended Coverage	HP 111AR02	08	Endorsement/Amendment/Conditions	New		0	HP 111AR02 08 Additional Extended Coverage Water.pdf
<b>Previous Version</b>							
Home Protectors Additional Extended Coverage	HP 111	02 08	Endorsement/Amendment/Conditions	New		0	HP 111 07 07 Additional Extended Coverage Water 07 03 07 CD (2).pdf

No Rate/Rule Schedule items changed.

Sincerely,  
 William Bradford

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**Amendment Letter**

Amendment Date:  
Submitted Date: 12/08/2007

**Comments:**

Adding the Filing Memorandum, which was left out in error.

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Filing Memorandum**

Comment:  
Filing Memorandum AHP DW.pdf

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Dwelling Property I – Basic Form	DP 00 01	12 02	Policy/Coverage Form		0.00	DP0001.pdf
Approved	Special Provisions Endorsement – Arkansas	DP 01 03	02 07	Endorsement/Amendment/Conditions		0.00	DP0103.pdf
Approved	Additional Living Expense	DP 04 14	12 02	Endorsement/Amendment/Conditions		0.00	DP0414.pdf
Approved	Additional Insured	DP 04 41	12 02	Endorsement/Amendment/Conditions		0.00	DP0441.pdf
Approved	Premises Alarm or Fire Protection System	DP 04 70	12 02	Endorsement/Amendment/Conditions		0.00	DP0470.pdf
Approved	Amendatory Mandatory Endorsement	HPAR 100	02 08	Endorsement/Amendment/Conditions		0.00	HPAR 100 02 08 AR Amendatory Mandatory Endorsement.pdf
Approved	Home Protectors Additional Extended Coverage	HP 111AR	02 08	Endorsement/Amendment/Conditions		0.00	HP 111AR 02 08 Additional Extended Coverage Water.pdf
Approved	Exclusion of Cosmetic	RD 122	07 07	Endorsement/Amendment		0.00	RD 122 07 Exclusion

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	Damage to Roof Coverings Caused by Hail			ent/Conditions		of Cosmetic Damage To Roof Surfacing Caused By Hail 07 06 07 CD.pdf
Approved	Amendatory Mandatory Asbestos and Lead Exclusion	HP 954	07 07	Endorsement/Amendment/Conditions	0.00	HP 954 07 07 Asbestos and Lead Excl 07 03 07 CD.pdf
Approved	Arkansas Fraud Statement	IL N 016	09 03	Disclosure/ New Notice	0.00	ILN0169.pdf
Approved	Privacy Notice	PR 2001	08 04	Disclosure/ New Notice	0.00	PR2001-0804-CD.pdf
Approved	Notice to Policyholders	PHAR 100	02 08	Disclosure/ New Notice	0.00	PHAR 100 EQ Notice to Policyholders.pdf
Approved	Declarations Page	F-DEC	11 09	Declaration News/Schedule	0.00	dw dec p1.pdf Dw dec p2.pdf



# DWELLING PROPERTY 1 – BASIC FORM

## AGREEMENT

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

## DEFINITIONS

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

## DEDUCTIBLE

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

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

## COVERAGES

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

### A. Coverage A – Dwelling

#### 1. We cover:

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

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

### B. Coverage B – Other Structures

1. We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line or similar connection.

#### 2. We do not cover:

- a. Land, including land on which the other structures are located;
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

- c. Other structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or
- d. Gravemarkers, including mausoleums.

### C. Coverage C – Personal Property

#### 1. Covered Property

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

#### 2. Property Not Covered

We do not cover:

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

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

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

#### (1) This includes:

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

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

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

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

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

- (b) Designed to assist the handicapped;

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

- g. Data, including data stored in:

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

- (2) Computers and related equipment;

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

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

- i. Water or steam; or

- j. Gravemarkers, including mausoleums.

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

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

## D. Coverage D – Fair Rental Value

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

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

2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.

3. The periods of time referenced above are not limited by the expiration of this policy.

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

## E. Other Coverages

### 1. Other Structures

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

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

### 2. Debris Removal

We will pay your reasonable expense for the removal of:

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

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

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

### 3. Improvements, Alterations And Additions

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

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

#### 4. World-Wide Coverage

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

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

#### 5. Rental Value

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

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

#### 6. Reasonable Repairs

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

b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by a Peril Insured Against. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Condition **D.2**.

#### 7. Property Removed

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

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

#### 8. Fire Department Service Charge

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

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

#### PERILS INSURED AGAINST

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

##### 1A. Fire Or Lightning

##### 1B. Internal Explosion

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

b. Explosion does not mean:

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

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

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

##### 2. Windstorm Or Hail

This peril does not include loss:

a. To the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or

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

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

(2) Canoes and rowboats.

### 3. Explosion

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

Explosion does not mean:

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

This peril replaces Peril **1B**.

### 4. Riot Or Civil Commotion

### 5. Aircraft

This peril includes self-propelled missiles and spacecraft.

### 6. Vehicles

This peril does not include loss caused by:

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

### 7. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from fireplaces or from agricultural smudging or industrial operations.

### 8. Volcanic Eruption

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

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

### 9. Vandalism Or Malicious Mischief

This peril does not include loss:

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

## GENERAL EXCLUSIONS

**A.** We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

### 1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

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

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

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

### 2. Earth Movement

Earth Movement means:

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

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

### 3. Water Damage

Water Damage means:

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

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

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

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

#### **4. Power Failure**

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

#### **5. Neglect**

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

#### **6. War**

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

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

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

#### **7. Nuclear Hazard**

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

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

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

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

#### **9. Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property described in Coverage A, B or C by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

- B. We do not cover loss to lawns, plants, shrubs or trees outside of buildings.

### **CONDITIONS**

#### **A. Policy Period**

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

#### **B. Insurable Interest And Limit Of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

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

#### **C. Concealment Or Fraud**

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

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

#### **D. Duties After Loss**

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

1. Give prompt notice to us or our agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of a claim;
4. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
5. As often as we reasonably require:
  - a. Show the damaged property;

- b. Provide us with records and documents we request and permit us to make copies; and
  - c. Submit to examination under oath, while not in the presence of another named insured, and sign the same;
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
- a. The time and cause of loss;
  - b. Your interest and that of all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. Changes in title or occupancy of the property during the term of the policy;
  - e. Specifications of damaged buildings and detailed repair estimates;
  - f. The inventory of damaged personal property described in Paragraph **D.3.**;
  - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

**E. Loss Settlement**

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

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

In case of loss to a pair or set we may elect to:

- 1. Repair or replace any part to restore the pair or set to its value before the loss; or
- 2. Pay the difference between actual cash value of the property before and after the loss.

**G. Glass Replacement**

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

**H. Appraisal**

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

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

**I. Other Insurance And Service Agreement**

If property covered by this policy is also covered by:

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

**J. Subrogation**

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

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

**K. Suit Against Us**

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

#### **L. Our Option**

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

#### **M. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

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

We need not accept any property abandoned by you.

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

1. If a mortgagee is named in this policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
  - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Paragraphs **G**. Appraisal, **J**. Suit Against Us and **L**. Loss Payment also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
  - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

#### **P. No Benefit To Bailee**

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

#### **Q. Cancellation**

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

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

3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

#### **R. Nonrenewal**

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

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

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

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

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

#### **T. Waiver Or Change Of Policy Provisions**

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

#### **U. Assignment**

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

#### **V. Death**

If you die, we insure:

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

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

#### **W. Nuclear Hazard Clause**

1. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

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

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

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

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

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

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

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

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

## **SPECIAL PROVISIONS – ARKANSAS**

### **CONDITIONS**

**G. Appraisal** is replaced by the following:

#### **G. Appraisal**

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

Each party will:

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

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

**I. Subrogation** is replaced by the following:

#### **I. Subrogation**

You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. However, we will be entitled to a recovery only after the insured person has been fully compensated for the loss sustained.

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

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

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

#### **J. Suit Against Us**

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

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

#### **N. Mortgage Clause**

Paragraph **3.** is replaced by the following:

**3.** If we decide to cancel this policy, the mortgagee will be notified:

**a.** At least 10 days before the date cancellation takes effect if:

**(1)** We cancel for nonpayment of premium; or

**(2)** The policy has been in effect less than 60 days and is not a renewal with us.

**b.** At least 20 days before the date cancellation takes effect in all other cases.

If we decide not to renew this policy, the mortgagee will be notified at least 30 days before the date nonrenewal takes effect.

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

#### **P. Cancellation**

Paragraphs **2.c.** and **2.d.** are replaced by the following:

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

**(1)** Upon discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining or continuing this policy, or in presenting a claim under this policy;

**(2)** Upon the occurrence of a material change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

- (3) If there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy of such property which substantially increases any hazard insured against;
- (4) For nonpayment of membership dues required by us as a condition of the issuance and maintenance of the policy; or
- (5) In the event of a material violation of a material provision of this policy.

This can be done by letting you know at least 20 days before the date cancellation takes effect.

- d. When this policy is written for a period of more than one year, we may cancel for any reason(s) noted in **2.c.** at anniversary by letting you know at least 20 days before the date cancellation takes effect.

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

**Y. Loss Payable Clause** is replaced by the following:

**Y. Loss Payable Clause**

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

If we decide to cancel this policy, that loss payee will be notified in writing.

If we decide to not renew this policy, that loss payee will be notified in writing at least 30 days before the date nonrenewal takes effect.

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

All other provisions of this policy apply.

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

## **ADDITIONAL LIVING EXPENSE**

FORM DP 00 01 ONLY

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

All other provisions of this policy apply.

POLICY NUMBER:

DWELLING  
DP 04 41 12 02

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

**ADDITIONAL INSURED**  
DESCRIBED LOCATION

**SCHEDULE\***

Name And Address Of Person Or Organization

Interest

Described Location

(Number, Street, Apartment, Town or City, County, State, ZIP Code)

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

The person or organization named in the Schedule above is considered an insured in this policy with respect to Coverage **A** – Dwelling and Coverage **B** – Other Structures at the Described Location listed above.

If we decide to cancel or not to renew this policy, the party named in the Schedule will be notified in writing. All other provisions of this policy apply.

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

## **PREMISES ALARM OR FIRE PROTECTION SYSTEM**

We acknowledge the installation of an alarm system and/or automatic sprinkler system approved by us on the Described Location. You agree to maintain this system or systems, for which we have granted a credit, in working order and to let us know promptly of any change, including removal, made to the system(s).

# Amendatory Mandatory Endorsement

This Endorsement Changes The Policy. Please Read It Carefully.

For Use With Form DP 00 01 12 02

## GENERAL EXCLUSIONS

The first paragraph of General Exclusions is deleted in its entirety and replaced with the following:

- A.** We do not insure under any coverage for loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, or arises from natural or external forces.

Exclusion **3. Water Damage** is deleted in its entirety and replaced with the following:

### **3. Water Damage**

Water Damage means:

- a.** "Flood";
- b.** Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- c.** Water or water borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

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

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

Flood means:

- (1)** Flood, storm surge, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2)** Release of water held by a dam, levee or dike or by a water or flood control device, or spray from any of these, whether or not driven by wind.

All other provisions of the policy apply.

# Home Protectors Additional Extended Coverage

This Endorsement Changes The Policy. Please Read It Carefully.

For Use With Form DP 00 01 12 02

**When a Premium for Additional Extended Coverage is shown in the Declarations, the following is made part of Perils Insured Against.**

## **Sudden and Accidental Discharge, Leakage, Overflow or Release of Water or Steam**

- a. This peril means sudden and accidental discharge, leakage, overflow or release of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance that occurs quickly and abruptly.
- b. This peril does not include loss:
  - (1) Caused by constant, repeated or intermittent discharge, leakage, overflow or release of water or steam or the presence or condensation of humidity, moisture or vapor over a period of weeks, months or years, even if the discharge, leakage, overflow or release of water or steam, or any resulting loss, is hidden or concealed;
  - (2) Caused by sudden and accidental discharge, leakage, overflow or release of water or steam from within a plumbing, heating or air conditioning system that is either below the surface of the ground or within or below the slab or foundation;
  - (3) Caused by wet rot, dry rot, rust, corrosion, decay or deterioration of covered property;
  - (4) To the system or appliance from which the water or steam escaped;
  - (5) Caused by or resulting from freezing;
  - (6) To property on the Described Location caused by sudden and accidental discharge or overflow which occurs off the Described Location; or

(7) To property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. This peril covers the cost of tearing out and replacing any part of the dwelling structure, excluding the slab or foundation necessary to repair or replace the system or appliance from which the water or steam was discharged, leaked, overflowed or was released.
- e. The total limit of liability for the combined amount of all physical loss to the property described in Coverage A – Dwelling, Coverage B – Other Structures and Coverage C – Personal Property is indicated in the Declarations under **Additional Extended Coverage Endorsement**. This limit of liability is not additional insurance. It is included in the limits of liability for Coverage A - Dwelling, Coverage B – Other Structures and Coverage C – Personal Property.

All other terms of this policy apply.

# Exclusion of Cosmetic Damage to Roof Surfacing Caused by Hail

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**This Endorsement Changes The Policy. Please Read It Carefully.**

(This endorsement may be attached only to policies insuring risks with metal roofs.)

**For Use With Form DP 00 01 12 02 and DP 00 03 12 02**

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## **General Exclusions**

The following exclusion is added to Part A of  
**General Exclusions:**

### **Cosmetic Roof Damage**

Cosmetic Roof Damage means hail damage to roof surfacing that alters its physical appearance but does not cause an opening in the roof surfacing.

All other provisions of the policy apply

# **Amendatory Mandatory Asbestos And Lead Exclusion**

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**This Endorsement Changes The Policy. Please Read It Carefully.**

**For Use With Form DP 00 01 12 02**

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## **GENERAL EXCLUSIONS**

The following exclusion is added to Part **A** of **General Exclusions**:

### **Asbestos or Lead**

Asbestos or Lead means:

- (1)** the contact with;
- (2)** exposure to;
- (3)** contamination by; or
- (4)** discharge, dispersal, seepage, migration, release, escape, spread, presence, existence, or any effect of asbestos or lead.

All other provisions of this policy apply.

## ARKANSAS FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



## **Important Notice About The Protection Of Your Privacy**

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We value your business and the trust you've placed in us. That's why we want to assure you that we are serious about keeping your personal information private before, during and after your business relationship with us. This notice describes our policy regarding the collection and disclosure of personal information.

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### **Collecting Information**

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transactions with us, our affiliates or others
- Information we receive from a consumer reporting agency

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### **Disclosing Information**

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

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### **Confidentiality and Security**

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Your policy is written in one of the following companies, each a separate legal entity:

Republic Underwriters Insurance Company  
Republic Fire and Casualty Insurance Company  
Republic-Vanguard Insurance Company  
Republic Lloyds  
Southern Insurance Company  
Southern County Mutual Insurance Company  
Southern Underwriters Insurance Company  
Southern Vanguard Insurance Company

# **Notice To Policyholders**

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## **Earthquake Market Assistance Program**

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The possibility of a major earthquake occurring in the state poses a serious threat to citizens of Arkansas. Most homeowner (including renter and condominium owners), farmowner and dwelling fire policies do not provide earthquake coverage or may provide less than 100% coverage for damage due to an earthquake. You should review your policy or talk with your agent to determine whether you have earthquake coverage.

The market for residential earthquake coverage in Arkansas has declined over the past several years. In response to these market conditions, a Market Assistance Program (MAP) has been developed to assist consumers in obtaining residential earthquake coverage. Individuals qualify to purchase residential earthquake coverage through the MAP simply by having underlying homeowners, farmowners or dwelling fire coverage that excludes the earthquake peril.

A list of insurers participating in the MAP may be obtained by contacting your agent or calling 1-800-852-5494. You may also elect to maintain earthquake coverage which you may have already purchased.

This notice does not provide you with earthquake coverage nor does it increase any amounts of earthquake coverage you may have.

Agency and Mailing Address

AGENCY INC

( ) 224 - 1245



Named Insured and Mailing Address

STRANGE; ISSUE 32139  
STRANGE; MODEL

Insuring Company

REPUBLIC

COMPANY

5525 LBJ FREEWAY  
DALLAS, TX 75240-6241

(800) 344-2275

Policy Number FI1 1351012 01

Activity DWELLING FIRE POLICY RENEWAL DECLARATION

Described Location SAME AS ABOVE

Special Messages

Policy Period	Effective	Expires	Effective date of change	At 12:01 AM Standard Time at the Described Location.
01/15/08	01/15/09			

Deductible(s) ALL PERILS DEDUCTIBLE \$500

Coverages & Premiums

Coverage at the Described Location is provided only where a limit of liability or premium is shown.

Coverages	Limit	Fire Coverage	Extended Coverage	Vandalism and Malicious Mischief	Broad Form	Special Form	Total Premiums
A. Dwelling	102,700	271				397	668
B. Other Structure*							
C. Personal Property							
D. Fair Rental Value*							
E. Add'l Living Expenses*							

\* See policy form for coverage provided.

Endorsements & Premiums

DP - 000	FORM
DP - 01	SPECIAL PROVISIONS

Premium Adjustments	Code	Description	Amount
DP - 0470	0788	PREMISES ALARM OR FIRE PROTECTION DEDUCTIBLE ADJUSTMENT	24CR 67CR

\* CHANGE MADE

Total Premium ANNUAL PREMIUM \$ 577

<b>Named Insured</b>	<b>Policy Number</b>
STRANGE; ISSUE 32139	F11 1351012 01

Pay Plan  
BILL INSURED-FULL PAY

Special Messages

<b>Mortgagees</b>	<b>Number 1</b>	<b>Number 2</b>
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Loan Number	Loan Number
-------------	-------------

<b>Rating Information</b>	CONSTRUCTION	YR CONSTRUCTED	FAMILIES	OCCUPANCY	
	FRAME	1999	01	OWNER OCCUPIED	
	TERRITORY	PROT-CLASS/BCEG	FEET TO HYDRANT	MILES FRM STATN	ROOF MATERIAL
	35	02	1	1	COMPOSITION

**Coverage Descriptions**  
 PREMISES ALARM OR FIRE PROTECTION  
 CENTRAL STATION REPORTING FIRE ALARM  
 IDENTITY THEFT COVERAGE 2  
 DEDUCTIBLE AMOUNT - \$250  
 LIMIT OF LIABILITY - \$15000

Issue Date	CO/ST/DO/Agent
12/03/07	12 35 15 5518

Authorized Representative

SERFF Tracking Number: TRGR-125377302 State: Arkansas  
Filing Company: Southern Insurance Company State Tracking Number: #302179 \$50  
Company Tracking Number: 07-210  
TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
Product Name: Arkansas Home Protectors  
Project Name/Number: Initial Forms and Endorsements Filing/07-210

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 12/14/2007

**Comments:**

**Attachments:**

pc\_form - AR p2.pdf  
AR DP Forms.pdf

**Satisfied -Name:** Filing Memorandum **Review Status:** Approved 12/14/2007

**Comments:**

**Attachment:**

Filing Memorandum AHP DW.pdf

**PROPERTY & CASUALTY 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 the state.)

	This filing transmittal is part of Company Tracking #				
	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
	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)
1			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
2			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
3			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
4			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
5			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
6			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
7			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
8			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
9			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

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

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

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input style="width: 100px;" type="text"/> Renewal: <input style="width: 100px;" type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

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.)

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## FORM FILING SCHEDULE

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

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

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## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5. Overall Rate Information (Complete for Multiple Company Filings only)</b>			
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

## Filing Memorandum – AHP Dwelling Forms

### ISO Endorsements

Endorsements DP 00 01 12, DP 01 03 02 07, DP 04 14 12 02, DP 04 41 12 02, and DP 04 70 12 02 are ISO endorsements and used without modification. DP 04 14 12 02, DP 04 41 12 02, and DP 04 70 12 02 are all optional.

### Mandatory Endorsements

Amendatory Mandatory Endorsement HPAR 100 02 08 clarifies the flood exclusion in the policy. Amendatory Mandatory Asbestos and Lead Exclusion HP 954 07 07 excludes losses from lead and asbestos.

### Mandatory Notices

Arkansas Fraud Statement IL N 016 09 03 provides the required fraud notification.

Privacy Notice PR 2001 08 04 Provides required language on privacy.

Notice to Policyholders PHAR 100 02 08 is required on all renewals and provides the required earthquake notification (note: a separate form is provided to all applicants which also includes this language. Since this form is not included on the declarations page, it is not being filed).

### Mandatory Under Certain Conditions

Exclusion of Cosmetic Damage to Roof Coverings Caused by Hail RD 122 07 07 is required when there is a metal roof (note: metal roofs also receive a premium credit).

### Optional Endorsements

Home Protectors Additional Extended Coverage HP 111 02 08 provides limited water damage coverage.

### Declarations Page

Declarations Page F-DEC 11 99

*SERFF Tracking Number:* TRGR-125377302      *State:* Arkansas  
*Filing Company:* Southern Insurance Company      *State Tracking Number:* #302179 \$50  
*Company Tracking Number:* 07-210  
*TOI:* 01.0 Property      *Sub-TOI:* 01.0002 Personal Property (Fire and Allied Lines)  
  
*Product Name:* Arkansas Home Protectors  
*Project Name/Number:* Initial Forms and Endorsements Filing/07-210

## Superseded Attachments

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

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Home Protectors Additional Extended Coverage	12/07/2007	HP 111 07 07 Additional Extended Coverage Water 07 03 07 CD (2).pdf

# Home Protectors Additional Extended Coverage

This Endorsement Changes The Policy. Please Read It Carefully.

For Use With Form DP 00 01 12 02

**When a Premium for Additional Extended Coverage is shown in the Declarations, the following is made part of Perils Insured Against.**

## **Sudden and Accidental Discharge, Leakage, Overflow or Release of Water or Steam**

- a. This peril means sudden and accidental discharge, leakage, overflow or release of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance that occurs quickly and abruptly.
- b. This peril does not include loss:
  - (1) Caused by constant, repeated or intermittent discharge, leakage, overflow or release of water or steam or the presence or condensation of humidity, moisture or vapor over a period of weeks, months or years, even if the discharge, leakage, overflow or release of water or steam, or any resulting loss, is hidden or concealed;
  - (2) Caused by sudden and accidental discharge, leakage, overflow or release of water or steam from within a plumbing, heating or air conditioning system that is either below the surface of the ground or within or below the slab or foundation;
  - (3) Caused by mold, fungus or wet rot, dry rot, rust, corrosion, decay or deterioration of covered property;
  - (4) To the system or appliance from which the water or steam escaped;
  - (5) Caused by or resulting from freezing;
  - (6) To property on the Described Location caused by sudden and accidental discharge or overflow which occurs off the Described Location; or
  - (7) To property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. This peril covers the cost of tearing out and replacing any part of the dwelling structure, excluding the slab or foundation necessary to repair or replace the system or appliance from which the water or steam was discharged, leaked, overflowed or was released.
- e. The total limit of liability for the combined amount of all physical loss to the property described in Coverage A – Dwelling, Coverage B – Other Structures and Coverage C – Personal Property is indicated in the Declarations under **Additional Extended Coverage Endorsement**. This limit of liability is not additional insurance. It is included in the limits of liability for Coverage A - Dwelling, Coverage B – Other Structures and Coverage C – Personal Property.

All other terms of this policy apply.