

SERFF Tracking Number: ARKS-125444584 State: Arkansas  
Filing Company: MDOW Insurance Company State Tracking Number: #1043 \$50  
Company Tracking Number: AF-2007-24DPF  
TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
Product Name: N/A  
Project Name/Number: /

## Filing at a Glance

Company: MDOW Insurance Company

Product Name: N/A

TOI: 01.0 Property

Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Filing Type: Form

SERFF Tr Num: ARKS-125444584 State: Arkansas

SERFF Status: Closed

Co Tr Num: AF-2007-24DPF

Co Status:

Author:

Date Submitted: 01/22/2008

State Tr Num: #1043 \$50

State Status: Fees verified and received

Reviewer(s): Becky Harrington, Betty Montesi, Brittany Yielding

Disposition Date: 01/22/2008

Disposition Status: Approved

Effective Date (New): 02/01/2008

Effective Date (Renewal):

Effective Date Requested (New):

Effective Date Requested (Renewal):

State Filing Description:

Initial filing DP-1 program

## General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 01/22/2008

State Status Changed: 01/22/2008

Corresponding Filing Tracking Number:

Filing Description:

Initial filing of forms for DP-1 program. AAIS ref filing plus 3 forms

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: ARKS-125444584 State: Arkansas  
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TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
Product Name: N/A  
Project Name/Number: /

NA NA, NA@NA.com  
NA (123) 555-4567 [Phone]  
NA, AR 00000

**Filing Company Information**

MDOW Insurance Company CoCode: 12810 State of Domicile: Texas  
2200 W Alabama St Group Code: Company Type:  
Suite 210  
Houston, TX 77098 Group Name: State ID Number:  
(713) 528-6686 ext. [Phone] FEIN Number: 20-5465843  
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SERFF Tracking Number: ARKS-125444584

State: Arkansas

Filing Company: MDOW Insurance Company

State Tracking Number: #1043 \$50

Company Tracking Number: AF-2007-24DPF

TOI: 01.0 Property

Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Product Name: N/A

Project Name/Number: /

## Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

Per Company: No

SERFF Tracking Number: ARKS-125444584

State: Arkansas

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Company Tracking Number: AF-2007-24DPF

TOI: 01.0 Property

Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Product Name: N/A

Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	01/22/2008	01/22/2008

SERFF Tracking Number: ARKS-125444584

State: Arkansas

Filing Company: MDOW Insurance Company

State Tracking Number: #1043 \$50

Company Tracking Number: AF-2007-24DPF

TOI: 01.0 Property

Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Product Name: N/A

Project Name/Number: /

## Disposition

Disposition Date: 01/22/2008

Effective Date (New): 02/01/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARKS-125444584 State: Arkansas  
 Filing Company: MDOW Insurance Company State Tracking Number: #1043 \$50  
 Company Tracking Number: AF-2007-24DPF  
 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
 Product Name: N/A  
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	ARKS-125444584	Approved	No
Form	Notice	Approved	Yes
Form	Dec	Approved	Yes
Form	Jacket	Approved	Yes

SERFF Tracking Number: ARKS-125444584 State: Arkansas  
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 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
 Product Name: N/A  
 Project Name/Number: /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Notice	MDOW EQ	12 07	Other	New		0.00	
Approved	Dec	DWF Dec	11 07	Declaration	New s/Schedule		0.00	
Approved	Jacket	MDOW DWF FL-1	11 07	Policy/Cove	New rage Form		0.00	

*SERFF Tracking Number:* ARKS-125444584

*State:* Arkansas

*Filing Company:* MDOW Insurance Company

*State Tracking Number:* #1043 \$50

*Company Tracking Number:* AF-2007-24DPF

*TOI:* 01.0 Property

*Sub-TOI:* 01.0002 Personal Property (Fire and Allied Lines)

*Product Name:* N/A

*Project Name/Number:* /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: ARKS-125444584

State: Arkansas

Filing Company: MDOW Insurance Company

State Tracking Number: #1043 \$50

Company Tracking Number: AF-2007-24DPF

TOI: 01.0 Property

Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Product Name: N/A

Project Name/Number: /

## Supporting Document Schedules

<b>Unsatisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	01/22/2008
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**Comments:**

<b>Satisfied -Name:</b>	ARKS-125444584	<b>Review Status:</b>	Approved	01/23/2008
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**Comments:**

**Attachment:**

ARKS-125444584.pdf

ARKS-125444584

Property & Casualty Transmittal Document

OK 1043  
50.00

**1. Reserved for Insurance Dept. Use Only**

Approved until [blank] or revoked [blank]

**FILED**  
JAN 14 2008  
PROPERTY AND CASUALTY DIVISION  
ARKANSAS INSURANCE DEPT.

JAN 2 2008

**2. Insurance Department Use only**

a. Date the filing is received: [blank]

b. Analyst: [blank]

c. Disposition: [blank]

d. Date of disposition of the filing: [blank]

e. Effective date of filing: [blank]

Insurance Department Business  
Renewal Business

f. State Filing #: [blank]

g. SERFF Filing #: [blank]

h. Subject Codes [blank]

**3. Group Name** [blank] **Group NAIC #** 0000

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
MDOW Insurance Company	TX	12810	20-5465843	

**RECEIVED**  
JAN 14 2008  
PROPERTY AND CASUALTY DIVISION  
ARKANSAS INSURANCE DEPARTMENT

**5. Company Tracking Number** AF-2007-24DPF

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

6. Name and address	Title	Telephone #s	FAX #	e-mail
Tiffany Phoummarath	Underwriting Manager	713-528-6686	713-528-7003	tiffany@columbialloyds.com

**7. Signature of authorized filer** *T Phoummarath*

**8. Please print name of authorized filer** Tiffany Phoummarath

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

<b>9. Type of Insurance (TOI)</b>	01.0 Property
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	01.0002 Personal Property (Fire and Allied Lines)
<b>11. State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing Title)</b>	
<b>13. Filing Type</b>	<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)
<b>14. Effective Date(s) Requested</b>	New: 02/01/2008    Renewal: [blank]
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	1/11/08
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document

<b>20.</b> This filing transmittal is part of Company Tracking #	AF-2007-24DPF
--	---------------

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

Re: AF-2007-24DPF  
MDOW Insurance Company NAIC #: 12810, FEIN: 20-5465843  
Dwelling Properties Program  
Initial Adoption of AAIS Forms and Endorsements

Dear Sir or Madam:

MDOW Insurance Company (MDOW) is submitting their initial filing to adopt the AAIS Dwelling Properties forms and endorsements. MDOW is affiliated with AAIS for this line of insurance.

With this filing, MDOW is adopting the AAIS Dwelling Properties forms and endorsements as identified in Exhibit A. Also included are the company specific forms.

MDOW proposes to implement this filing effective February 1, 2008.

Should you have any questions concerning this filing, please do not hesitate to contact us.

Sincerely,

Tiffany Phoummarath  
Underwriting Manager  
tiffany@columbialloyds.com

<b>22.</b> 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 #: 1043  
Amount: 50.00

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

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

## 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>	AF-2007-24DPF
-----------	--	---------------

<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	AF-2007-24DPR
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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	Notice to Policyholders - Earthquake	MDOW EQ 1 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Declaration Page	DWF Dec 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Policy Jacket	MDOW DWF FL-1 11 07	<input checked="" 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		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

ARKANSAS INSURANCE DEPARTMENT

FORM FILING ABSTRACT

**ALL QUESTIONS MUST BE ANSWERED**

**Page 1 of 2**

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 1/11/08

2. Company Name(s) MDOW Insurance Company

Group Name \_\_\_\_\_ NAIC No. 12810 Group No. 0000

3. (a) Annual Statement Line of Business Number (Page 14) 1.0

(b) Class of Business Dwelling Properties

© Coverages Affected All

4. (a) Name of Advisory Organization, if any American Association of Insurance Services

(b) Affiliations with Advisory Organization: Member (  ) Subscriber (  )

5. Is this a reference filing? Yes (  ) No (  ) If yes, please provide the following:

(a) Name of Advisory Organization (or Affiliated Company)

American Association of Insurance Services

(b) Date of Filing varies

© Filing Designation Number or Description See attached Exhibit A

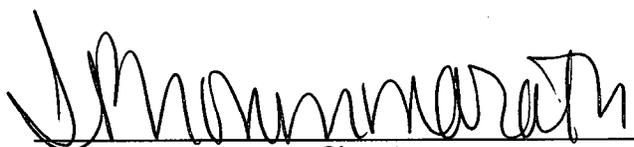
**PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM**

7. Has the form(s) been approved for use in your domiciliary state and/or other states?  
n/a

8. Is the form filed in response to or due to legislation? If so, specify legislation.  
n/a

9. Is the form in response to or due to recent court decisions? If so, give citation.  
n/a

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Signature

Underwriting Manager

Title

713-528-6686

Telephone Number

**Page 2 of 2**

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
	2/1/08	MDOW EQ 1 12 07	Notice to Policyholders - Earthquake Company required Notice to Policyholder regarding availability of Earthquake coverage
	2/1/08	DWF Dec 11 07	Declaration Page company dec page
	2/1/08	MDOW DWF FL-1 11 07	Policy Jacket company policy jacket

AMERICAN ASSOCIATION OF INSURANCE SERVICES  
DWELLING PROPERTIES PROGRAM

ARKANSAS

LISTING OF FORMS AND ENDORSEMENTS REV 12 21 07

FORMS

Number	Edition	Eff Date	Form Title	AAIS File Number	State File Number
FL-1	1.0	11/15/93	Basic Form	AAIS-92-83F	None
FL-2	1.0	11/15/93	Broad Form	AAIS-92-83F	None
FL-3	1.0	11/15/93	Special Form	AAIS-92-83F	None
<b>MANDATORY ENDORSEMENTS</b>					
Number	Edition	Eff Date	Form Title	AAIS File Number	State File Number
CL-300	1.0	07/01/97	Amendatory Endorsement	AAIS-97-8	None
FL 0131	02 06	x 09/01/06	Amendatory Endorsement - Arkansas	AAIS-2006-9 DP/FP	AR-PC-06-018197

OTHER ENDORSEMENTS

Number	Edition	Eff Date	Form Title	AAIS File Number	State File Number
FL-10	1.0	11/15/93	Automatic Increase in Insurance	AAIS-92-83F	None
FL-11	1.0	11/15/93	Deferred Premium Payment Plan	AAIS-92-83F	None
FL-12	1.0	11/15/93	Earthquake	AAIS-92-83F	None
FL-14	1.0	11/15/93	Insurance By More Than One Company	AAIS-92-83F	None
FL-15	1.0	11/15/93	Coverage C - Higher Limit of Liability on Certain Property	AAIS-92-83F	None
FL-16	1.0	11/15/93	Incidental Bus. Activities/Private Structures	AAIS-92-83F	None
FL-25	1.0	11/15/93	Consent to Move Mobile Home	AAIS-92-83F	None
FL-26	1.0	11/15/93	Collision or Upset Coverage	AAIS-92-83F	None
FL-27	1.0	11/15/93	Additional Secured Party's Interest	AAIS-92-83F	None
FL-28	1.0	11/15/93	Additional Secured Party's Interest	AAIS-92-83F	None
FL-30	1.0	11/15/93	Incidental Coverages - Higher Limits	AAIS-92-83F	None
FL-32	1.0	11/15/93	Condominium Unit-Owner Additions	AAIS-92-83F	None
FL-33	1.0	11/15/93	Condo Unit-Owner Additions - Special	AAIS-92-83F	None
FL-34	1.0	11/15/93	Broad Theft Coverage	AAIS-92-83F	None
FL-35	1.0	11/15/93	Limited Theft Coverage	AAIS-92-83F	None
FL-36	1.0	11/15/93	Credit Cards and Depositors Forgery	AAIS-92-83F	None
FL-41	1.0	11/15/93	Additional Interests	AAIS-92-83F	None
FL-45	1.0	11/15/93	Change Endorsement	AAIS-92-83F	None
FL-50	1.0	11/15/93	Residential Association Loss Assessment	AAIS-92-83F	None
FL-52	1.0	11/15/93	Continuous Renewal Plan	AAIS-92-83F	None

AMERICAN ASSOCIATION OF INSURANCE SERVICES  
DWELLING PROPERTIES PROGRAM

ARKANSAS

LISTING OF FORMS AND ENDORSEMENTS REV 12 21 07

OTHER ENDORSEMENTS

Number	Edition	Eff Date	Form Title	AAIS File Number	State File Number
FL-53	1.0	11/15/93	Residential Association Loss Assessment - Earthquake	AAIS-92-83F	None
FL-55	1.0	11/15/93	Replacement Value	AAIS-92-83F	None
FL-60	1.0	11/15/93	Debris Removal	AAIS-92-83F	None
FL-155	1.0	11/15/93	Added Perils for Refrigerated Food Products	AAIS-92-83F	None
FL-200	1.0	11/15/93	Replacement Cost Terms - Mobile Homes	AAIS-92-83F	None
FL-208	1.0	11/15/93	Water Damage	AAIS-92-83F	None
FL-216	1.0	11/15/93	Premises Alarm or Fire Protection Systems	AAIS-92-83F	None
FL-255	1.0	11/15/93	Repair Cost Terms - Coverage A	AAIS-92-83F	None
FL-256	1.0	11/15/93	Modified Replacement Cost Terms - Coverage A	AAIS-92-83F	None
FL-257	1.0	11/15/93	Ordinance or Law	AAIS-92-83F	None
FL 0670	06 06	09/01/06	Certified Terrorism Loss	AAIS-2006-23DP	AR-PC-06-02000
ML-405	1.0	09/01/95	Windstorm or Hail Deductible	AAIS-95-20	None

LANDLORD'S PREMISES ONLY LIABILITY  
COVERAGE OPTION

FORMS

Number	Edition	Eff Date	Form Title	AAIS File Number	State File Number
GL 0605	01 99	07/01/01	Commercial Liability Coverage (Premises Only -- Landlords)	AAIS-99-11F	None

MANDATORY ENDORSEMENTS

Number	Edition	Eff Date	Form Title	AAIS File Number	State File Number
GL 0651	11 01	06/01/02	Amendatory Endorsement - Arkansas	AAIS-2001-79P	None

OTHER ENDORSEMENTS

Number	Edition	Eff Date	Form Title	AAIS File Number	State File Number
GL-108	1.0	07/01/01	Additional Insureds	AAIS-99-11F	None
GL 0621	01 99	07/01/01	Exclusion -- Coverage P Personal Injury Liability	AAIS-99-11F	None



# Filing Authorization Notification

Email: PatP@AAISonline.com

Line of Insurance: Dwelling Properties Program

Filing Authorization Effective Date: 11/27/07

Company Name:	MDOW Insurance Company
Company Address:	2200 West Alabama Suite 210 Houston, TX 77098
NAIC# :	12810

Type of Notification	
X	Initial Filing Authorization
	Revised Filing Authorization

The company identified above is an affiliate of the American Association of Insurance Services (AAIS) and elects to change AAIS filing authority for Loss Costs, Rules, and/or Forms as indicated in the chart below. For those items that indicate filing authorization has been granted, please consider all currently filed and approved AAIS materials and any materials filed by AAIS in the future as filed on behalf of this company.

Filing Authorization Legend		
C= Current Authorization	A=Add Authorization	D=Delete Authorization

State	Loss Costs	Rules	Forms
Alabama			
Arizona*	Exempt		
Arkansas <sup>oo</sup>	Filing Authorization Not Available		A
California <sup>oo</sup>	Filing Authorization Not Available		
Colorado <sup>oo*</sup>	Filing Authorization Not Available		Exempt
Connecticut			
Delaware <sup>oo</sup>	Filing Authorization Not Available		
District of Columbia			
Florida <sup>oo</sup>	Filing Authorization Not Available		
Georgia			
Idaho			
Illinois <sup>(CG)</sup>	See Compliance Guide		
Indiana			
Iowa			
Kansas			
Kentucky			
Louisiana	Loss Costs/Rules are currently not available		
Maine			
Maryland			
Massachusetts <sup>oo</sup>	Filing Authorization Not Available		
Michigan <sup>oo*</sup>	Filing Authorization Not Available		Exempt
Minnesota <sup>oo</sup>	Filing Authorization Not Available		
Mississippi	Loss Costs/Rules are currently not available		
Missouri			
Montana			
Nebraska			

State	Loss Costs	Rules	Forms
Nevada			
New Hampshire			
New Jersey <sup>oo</sup>	Filing Authorization Not Available		
New Mexico			
New York <sup>oo</sup>	Filing Authorization Not Available		
North Carolina <sup>oo</sup>	Filing Authorization Not Available		
North Dakota			
Ohio			
Oklahoma	A	A	A
Oregon			
Pennsylvania			
Rhode Island			
South Carolina			
South Dakota			
Tennessee			
Texas <sup>oo</sup>	Loss Costs/Rules are currently not available		Filing Authorization Not Available
Utah			
Vermont			
Virginia			
Washington <sup>oo</sup>	Filing Authorization Not Available		
West Virginia			
Wisconsin			
Wyoming*	Exempt		
Hawaii	Program Currently Not Available		
Alaska			
Puerto Rico	Program Currently Not Available		

<sup>oo</sup> Loss Costs, Rules and/or Forms have been filed on an advisory basis. Affiliated companies must reference file to adopt

\* Loss Costs, Rules and/or Forms are not subject to state filing requirements

(CG) See Company Action in "State Notes" section of the Compliance Guide

This Authorization supersedes any previous Authorization and shall remain in effect until written notice of amendment or cancellation is filed by the undersigned or by the American Association of Insurance Services in your office

Signed By: James R. DeCavan  
 Title: President  
 Date: 11/27/07

## NOTICE TO POLICYHOLDERS

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.

# ARKANSAS DWELLING POLICY- FORM FL-1

DECLARATIONS PAGE

**MDOW Insurance Company**

PO BOX 540548 / Houston, Texas 77254/ (866) 837-4668

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">POLICY NUMBER</td> </tr> <tr> <td style="height: 20px;"> </td> </tr> </table>	POLICY NUMBER		<input type="checkbox"/> NEW	<input type="checkbox"/> RENEWAL	<input type="checkbox"/> AMENDED EFFECTIVE:	
POLICY NUMBER						
NAMED INSURED/MAILING ADDRESS		AGENT'S NAME, ADDRESS, PHONE NUMBER				
POLICY PERIOD EFFECTIVE DATE:		EXPIRATION DATE:				
AT 12:01 A.M. STANDARD TIME AT LOCATION OF DESCRIBED PROPERTY						
LOCATION OF PROPERTY						
ROOF TYPE	CONSTRUCTION	OCCUPANCY	INSIDE CITY LIMIT Y/N	PPC		
Coverage	Deductible	Limit of Liability	Description of Coverage			
A			Residence			
B			Related Private Structures			
C			Personal Property			
D			Additional Living Cost/Fair Rental Value			
PERILS INSURED AGAINST				PREMIUM		
FIRE OR LIGHTNING; EXPLOSION						
WINDSTORM OR HAIL; RIOT OR CIVIL COMMOTION; AIRCRAFT; VEHICLES; SMOKE; VOLCANIC ACTION; SINKHOLE COLLAPSE; VANDALISM						
ADDITIONAL ENDORSEMENTS ATTACHED TO POLICY						
TOTAL POLICY PREMIUM						
MORTGAGEE		LOAN NUMBER				
MDOW DWF DEC (11/07)						
OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY- REFER TO YOUR POLICY						

# ARKANSAS DWELLING FIRE POLICY FL - 1



**MDOW**  
Insurance  
Company

MDOW INSURANCE COMPANY  
PO BOX 540548  
HOUSTON, TX 77254  
(866) 837-4668  
[www.mdowinsurance.com](http://www.mdowinsurance.com)

## BASIC FORM

The following Table of Contents shows how the policy is organized. It will help **you** locate particular sections of the policy.

### TABLE OF CONTENTS

	<b>Page</b>
Agreement .....	1
Definitions .....	2
Principal Coverages .....	2
Incidental Coverages.....	4
Perils Insured Against -- Coverages A, B, C, and D.....	5
General Exclusions.....	6
What <b>You</b> Must Do in Case of Loss .....	7
How Much <b>We</b> Pay for Loss or Claim .....	8
Payment of Loss.....	9
Policy Conditions .....	9
Farm Coverages (when applicable).....	Separate Forms

Required state endorsements may also be part of this policy.

Refer to the Definitions for words that have special meaning. These words are shown in "**bold type**".

### AGREEMENT

This policy, subject to all of its **terms**, provides property insurance and other described coverages during the policy period. In return **you** must pay the required premium. Each of the Principal Coverages described in this policy applies only if a **limit** is shown on the Declarations for that coverage.

## DEFINITIONS

1. The words **you** and **your** mean the person or persons named on the Declarations and **your** spouse if a resident of **your** household. The words **we**, **us**, and **our** mean the company providing this insurance.
2. **Business** means a trade, profession, or occupation including farming, all whether full or part time.
3. **Credit Card** means a card, plate, coupon book, or other credit device used to obtain money, property, labor, or services on credit. This includes debit cards or fund transfer cards used to deposit, withdraw or transfer funds.
4. **Insured Premises** means the location shown on the Declarations.
5. **Limit** means the limit of liability that applies.
6. **Motorized Vehicle** means a self-propelled land or amphibious vehicle regardless of method of surface contact.
7. **Pollutant** means any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, or waste. Waste includes materials to be disposed of, recycled, reconditioned, or reclaimed.
8. **Terms** means all provisions, limitations, exclusions, conditions, and definitions used in this policy.

## PRINCIPAL COVERAGES

### Coverage A -- Residence

1. **We** cover the residence on the **insured premises**, including its additions, built-in components, and attached fixtures. On the **insured premises**, **we** also cover:
  - a. building items that can be detached from the covered residence, such as screens and storm doors;
  - b. appliances, carpets, and window coverings in that part of the residence **you** rent to others;
  - c. building materials and supplies for use in construction on the **insured premises**; and
  - d. if this policy does not provide Coverage C, tools and equipment used to service the **insured premises**. This includes **motorized vehicles** used only to service the **insured premises** that are not required to be licensed for road use.
2. Coverage A does not cover:
  - a. land, including the land on which the property is located, underground water or surface water;
  - b. trees, plants, shrubs, and lawns; and
  - c. farm tools, farm equipment, and farm **motorized vehicles**.

### Coverage B -- Related Private Structures

1. **We** cover related private structures on the **insured premises** which are not attached to the residence, including their additions, built-in components, and attached fixtures. Structures that are connected to the residence by only a fence, a utility line, or a similar connection are not considered attached. On the **insured premises**, **we** also cover:
  - a. fences, driveways, and sidewalks;
  - b. other permanently installed outdoor fixtures; and
  - c. building items that can be detached from covered related private structures, such as screens and storm doors.
2. Coverage B does not cover:
  - a. land, including the land on which the property is located, underground water or surface water;
  - b. trees, plants, shrubs, and lawns;
  - c. structures used for **business**; and
  - d. structures rented or held for rental. This does not apply to structures:
    - 1) rented or held for rental to a tenant of the covered residence and not used for **business** by the tenant; or
    - 2) used solely as a private garage.

## Coverage C -- Personal Property

1. **While on the Insured Premises** -- This policy covers personal property, while on the **insured premises**, which is usual to the occupancy of the dwelling as a residence. The personal property must be owned or used by **you** or **your** family members who reside with **you**.
2. **While Away from the Insured Premises** -- **You** may apply up to 10 percent of the Coverage C **limit** to cover personal property, while away from the **insured premises**, which is usual to the occupancy of the dwelling as a residence. The personal property must be owned or used by **you**, or **your** family members who reside with **you**.
3. **While in a Newly Acquired Principal Residence** -- **We** pay for loss to covered personal property in a newly acquired principal residence. The full Coverage C **limit** applies for 30 days from the date **you** begin to move. After that, coverage for personal property in a newly acquired principal residence is limited to 10 percent of the Coverage C **limit**. This coverage does not extend past the date on which the policy expires or the date on which the policy is terminated.
4. **Property of Others** -- At **your** option, personal property owned by a guest or domestic employee is covered while it is in that part of the **insured premises** occupied by **you**.
5. **Limitations on Certain Property** -- The special **limits** shown below do not increase the Coverage C **limit**. The **limit** for each class is the total **limit** per occurrence for all items in that class.
  - a. \$200 on money, bank notes, bullion, gold other than goldware and gold-plated ware, silver other than silverware and silver-plated ware, platinum, coins, and numismatic property.
  - b. Regardless of their storage medium, \$1,000 on securities, bills, letters of credit, notes other than bank notes, tickets, accounts, deeds, evidence of debt, passports, manuscripts, stamps, and philatelic property.
  - c. \$1,000 on watercraft including their trailers, furnishings, equipment, and motors.
  - d. **Business** property, up to the amounts shown below:
    - 1) \$2,500 while on the **insured premises**;
    - 2) \$250 while away from the **insured premises**.
  - e. \$1,000 on trailers not otherwise provided for.

## 6. Personal Property Not Covered -- Coverage C does not cover:

- a. land, including the land on which the property is located, underground water or surface water;
- b. trees, plants, shrubs, and lawns;
- c. animals, birds, fish, or insects;
- d. **motorized vehicles**. This includes their parts, equipment, and accessories while in or on a **motorized vehicle**. **We** do cover **motorized vehicles** that are not subject to motor vehicle registration if they are designed and used to assist the handicapped or used only to service the **insured premises**;
- e. aircraft, including their parts and equipment;
- f. electronic devices, accessories, or antennas that may be operated from the electrical system of a **motorized vehicle**, farm equipment, or watercraft while in or on the **motorized vehicle**, farm equipment, or watercraft. This includes films, tapes, wires, discs, records, or other media for use with such devices;
- g. loss that results from **credit cards**; or
- h. farm property.

## Coverage D -- Additional Living Costs and Fair Rental Value

**We** pay the necessary and reasonable increase in living costs **you** incur to maintain the normal standard of living of **your** household if the part of the **insured premises** containing **your** household is made unfit for use by an insured loss. **We** pay only for the period of time reasonably required to make that part of the **insured premises** containing **your** household fit for use or to settle **your** household in new quarters, whichever is less. This period of time is not limited by the policy period.

**We** pay for the fair rental value if the part of the **insured premises** rented or held for rental to others is made unfit for use by an insured loss. **We** only

pay for the period of time reasonably required to make that part of the **insured premises** rented or held for rental to others fit for use. Fair rental value is the amount **you** would have received less the charges and expenses that do not continue while the **insured premises** is unfit for use. This period of time is not limited by the policy period.

**We** pay **your** additional living costs and fair rental value for up to two weeks if the premises next to the

**insured premises** is damaged by a peril insured against and **you** may not, by order of civil authority, use the **insured premises**. This period of time is not limited by the policy period.

**We** do not pay for additional living costs or fair rental value due to the cancellation of a lease or an agreement.

## INCIDENTAL COVERAGES

This policy provides the following Incidental Coverages. They are subject to all of the **terms** of the applicable Coverages A, B, or C. They are not extended to farm property. These coverages provide additional insurance unless otherwise stated.

1. **Emergency Removal** -- **We** pay for loss to covered property that is moved to prevent loss by a peril insured against. The property is covered for direct physical loss not excluded, for up to 30 days. This coverage does not extend past the date on which this policy terminates.

**We** pay up to a \$250 towing charge to move a covered mobile home that is in danger from a peril insured against.

This coverage does not increase the **limits** shown for the property being removed.

2. **Debris Removal** -- **We** pay for the cost to remove the debris of covered property after an insured loss. This includes the cost to remove volcanic ash, dust, or particulate matter that causes direct physical loss to covered property.

**You** may apply up to 25% of the **limit** that applies to the damaged property to cover debris removal. **We** will not pay more for direct loss to property and debris removal combined than the **limit** that applies to the damaged property. However, when the covered loss plus the cost of debris removal is more than the applicable **limit**, **we** will pay up to an extra 5% of the applicable **limit** to cover the cost of debris removal.

This coverage does not include costs to extract **pollutants** from land or water; or remove, restore, or replace polluted land or water.

**We** also pay the cost to remove fallen trees which cause damage to property covered under Coverages A, B, or C if:

- a. the falling of the tree is caused by any of the perils insured against; and
- b. coverage is not provided elsewhere by this policy.

Regardless of the number of fallen trees, the most **we** will pay is \$500 per occurrence.

3. **Trees, Plants, Shrubs, or Lawns** -- **We** pay for loss to trees, plants, shrubs, or lawns on the **insured premises** caused by:

- a. fire or lightning, explosion, riot or civil commotion, aircraft;
- b. vehicles, if not owned or operated by **you** or an occupant of the **insured premises**; or
- c. if covered by this policy, vandalism or theft.

**We** do not cover trees, plants, shrubs, or lawns grown for **business**.

**You** may apply up to 5 percent of the Coverage A **limit** on the **insured premises** to cover trees, plants, shrubs, or lawns. **We** do not pay more than \$500 for each tree, plant, or shrub. This includes the cost to remove the debris of the covered item.

4. **Fire Department Service Charge** -- **We** pay up to \$500 for charges assumed by **you** under a contract or agreement when a fire department is called to protect covered property from a peril insured against.

5. **Tenant's Improvements** -- If **you** are a tenant, **we** pay for loss by perils insured against to improvements on the **insured premises** made or acquired at **your** expense. These are permanent fixtures, alterations, decorations, and additions.

**You** may apply up to 10 percent of the Coverage C **limit** to cover tenant's improvements.

## PERILS INSURED AGAINST -- COVERAGES A, B, C, AND D

### PERILS INSURED AGAINST -- COVERAGES A, B, C, AND D

We insure against direct physical loss caused by the following perils, unless the loss is excluded under the General Exclusions:

1. **Fire or Lightning**
2. **Explosion**

**Optional Perils -- Extended Coverage** -- The following perils (Numbers 3 through 9) are subject to an additional premium charge and apply only if coverage for Extended Coverage is shown on the Declarations.

3. **Windstorm or Hail** -- However, we do not pay for loss:
  - a. to the interior of a building or mobile home, or to property inside a structure caused by dust, rain, sand, sleet, snow or water, all whether driven by wind or not, which enter through an opening not made by the direct force of wind or hail;
  - b. to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building. (We do cover canoes and rowboats while on the **insured premises**.); or
  - c. to outdoor antennas, including their lead-in wiring, masts and towers.
4. **Riot or Civil Commotion**
5. **Aircraft** -- This means direct loss from actual physical contact of an aircraft with covered property and includes objects falling from aircraft.

6. **Vehicles** -- However, we do not pay for loss to fences, driveways and walks caused by a vehicle owned or operated by **you** or an occupant of the **insured premises**.

7. **Sudden and Accidental Damage from Smoke** -- However, we do not pay for loss caused by smoke from agricultural smudging or industrial operations.

8. **Sinkhole Collapse** -- This means loss caused by sudden settlement or collapse of earth supporting covered property. The earth settlement or collapse must result from subterranean voids created by the action of water on a limestone or similar rock formation.

However, we do not cover the value of land or the cost of filling sinkholes.

9. **Volcanic Action** -- This means:

- a. airborne volcanic blast or airborne shock waves;
- b. ash, dust, or particulate matter; or
- c. lava flow.

However, we do not cover removal of ash, dust, or particulate matter that does not cause direct physical loss to covered property.

**Optional Peril -- Vandalism** -- This peril (Number 10) is subject to an additional premium charge and applies only if coverage for Vandalism is shown on the Declarations.

10. **Vandalism** -- However, we do not pay for loss on the **insured premises** if the residence is vacant for more than 30 days in a row just before the loss. A residence being built is not vacant.

## GENERAL EXCLUSIONS

**We** do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

1. **Business Interruption** -- **We** do not pay for loss which results from interruption of **business**.
2. **Civil Authority** -- **We** do not pay for a loss which results from order of civil authority.

**We** pay for loss which results from acts of a civil authority to prevent the spread of fire. **We** do not pay if the fire was caused by an excluded peril.

3. **Earth Movement** -- **We** do not pay for loss which results from earth movement whether the earth movement results from natural or artificial causes.

Earth movement includes but is not limited to:

- a. earthquake;
- b. landslide, subsidence, erosion;
- c. mudflow;
- d. earth sinking, rising, shifting, expanding, or contracting. This does not include Sinkhole Collapse as described under Perils Insured Against; or
- e. volcanic explosion. Volcanic explosion does not include Volcanic Action as described under Perils Insured Against.

**We** do pay for direct loss caused by fire, explosion (other than a volcanic explosion) and, if covered by this policy, theft resulting from earth movement.

4. **Intentional Acts** -- **We** do not pay for loss which results from an act committed with intent to cause a loss:
  - a. by **you** or at **your** direction; or
  - b. by or at the direction of any other insured.
5. **Neglect** -- **We** do not pay for loss which results from **your** neglect to use all reasonable means to save and preserve covered property at and after the time of a loss.

6. **Nuclear Hazard** -- **We** do not pay for loss which results from nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by, contributed to or aggravated by a peril insured against and whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

7. **Ordinance or Law** -- **We** do not pay for loss or increased cost which results from the enforcement of a code, ordinance, or law which regulates the use, construction, repair, demolition of property, or removal of its debris.

8. **Power Disruption** -- **We** do not pay for loss which results from the disruption of power or other utility service, whether or not it is caused by a peril insured against, if the cause of the disruption is not on the **insured premises**.

**We** do pay for direct loss by a peril insured against which occurs on the **insured premises** as a result of the disruption of power.

9. **War** -- **We** do not pay for loss which results from declared or undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure, or use of property for a military purpose. It includes the consequences of these. Discharge of a nuclear weapon is deemed an act of war even if it is accidental.

10. **Water Damage** -- **We** do not pay for loss which results from the following:

- a. flood, surface water, waves, tidal water, overflow of a body of water, or spray, all whether driven by wind or not;
- b. water which backs up through or overflows from sewers, drains, or sumps; or
- c. water below the surface of the ground. This includes water which exerts pressure on, or seeps or leaks through or into a building, sidewalk, driveway, foundation, swimming pool, or other structure.

**We** pay for direct loss caused by fire; explosion (other than a volcanic explosion); and, if covered by this policy, theft resulting from water damage.

11. **Wear and Tear** -- **We** do not pay for loss which results from wear and tear, marring, deterioration, inherent vice, latent defect, mechanical breakdown, rust, wet or dry rot, corrosion, mold, contamination, or smog. **We** do pay for an ensuing loss unless the ensuing loss itself is excluded.

12. **Weather Conditions** -- **We** do not pay for loss which results from weather conditions that initiate, set in motion, or in any way contribute to losses excluded under the preceding General Exclusions (Numbers 1 through 11).

**We** do pay for an ensuing loss unless the ensuing loss itself is excluded.

13. **Errors, Omissions, and Defects** -- **We** do not pay for loss which results from one or more of the following:

a. an act, error, or omission (negligent or not) relating to:

- 1) land use;
- 2) the design, specification, construction, workmanship, or installation of property;
- 3) planning, zoning, development, surveying, siting, grading, compaction; or
- 4) maintenance of property (including land, structures, or improvements);

whether on or off the **insured premises**;

b. a defect, a weakness, the inadequacy, a fault, or unsoundness in materials used in construction or repair whether on or off the **insured premises**.

**We** do pay for an ensuing loss unless the ensuing loss itself is excluded.

## WHAT YOU MUST DO IN CASE OF LOSS

1. **Notice** -- In case of a loss, **you** must:

- a. give **us** or **our** agent prompt notice (**We** may request written notice); and
- b. give notice to the police when the act that causes the loss is a crime.

The notice to **us** must state:

- a. **your** name, the policy number and the time, place, and the details of the loss; and
- b. the names and addresses of all known potential claimants and witnesses.

2. **Cooperation** -- **You** must cooperate with **us** in investigating and settling the claim.

3. **Volunteer Payments** -- **You** must not make payments, pay or offer rewards or assume obligations or other costs, except at **your** own cost. This does not apply to costs that are allowed by this policy.

4. **Other Duties** -- **You** must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. **We** will pay the reasonable costs incurred by **you** for necessary repairs or emergency measures performed solely

to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. **You** must keep an accurate record of such costs. However, **we** will not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase **our limit**.

At **our** request **you** must:

a. give **us** a signed, sworn proof of loss, within 60 days after **our** request, that shows:

- 1) the time, place, and the details of the loss;
- 2) **your** interest and the interest of all others in the property. This includes all mortgages and liens;
- 3) other policies that may cover the loss;
- 4) changes in title or use;
- 5) available plans and specifications of buildings;
- 6) detailed estimates for repair; and
- 7) in detail, the quantity, description, cost, amount of loss, and actual cash value of the personal property involved in the loss. **You** must give **us** copies of all bills, receipts, and related documents to confirm these;

- b. submit to examination under oath in matters that relate to the loss or claim as often as **we** reasonably request. If more than one person is examined, **we** have the right to examine and receive statements separately from each person and not in the presence of the others;
- c. show the damaged property and allow **us** to take samples of damaged property for inspection, testing, and analysis as often as **we** reasonably request;
- d. show records, including tax returns and bank records of all canceled checks that relate to

the value, loss, and costs, and permit copies to be made of them as often as **we** reasonably request;

- e. assist **us** to enforce any right of recovery which **you** may have against a party causing the loss; and
- f. show records that prove loss of rents and show receipts for additional living costs, and permit copies to be made of them as often as **we** reasonably request.

## HOW MUCH WE PAY FOR LOSS OR CLAIM

**Loss Settlement Terms** -- Subject to the deductible or other limitation that applies, **we** pay the lesser of:

- a) the **limit** that applies;
- b) **your** interest in the property; or
- c) the amount determined under the Actual Cash Value Terms.

1. **Actual Cash Value Terms** -- Actual cash value includes a deduction for depreciation, however caused. The smallest of the following amounts is used in applying the Loss Settlement Terms:

- a. the cost to repair or replace the property with materials of like kind and quality to the extent practical;
- b. the actual cash value of the property at the time of loss; or
- c. (applies only to mobile homes) the difference in the actual cash value just before the loss and the actual cash value just after the loss.

2. **Deductible** -- This applies to Coverages A, B, and C; Debris Removal; Trees, Plants, Shrubs and Lawns; and Tenant's Improvements. It applies to all perils insured against unless otherwise shown.

**We** pay that part of the loss over the deductible. Not more than one deductible applies per occurrence. If this policy covers more than one residence, the deductible applies separately to each residence.

3. **Loss to a Pair or Set** -- If there is loss to an item which is part of a pair or set, **we** pay only to replace or repair the item, or **we** pay the difference in the actual cash value of the pair or set just before the loss and the actual cash value just after the loss.

4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy applies to a loss, **we** pay no more than the actual loss.

5. **Insurance Under More Than One Policy** -- If there is other insurance that applies to the loss, **we** pay **our** share of the loss. **Our** share is that part of the loss that the **limit** of this policy bears to the total amount of insurance that applies to the loss. When a loss is also covered by the master policy of an association or corporation of property owners, this insurance is excess.

6. **Restoration of Limits** -- Each loss **we** pay under this policy does not reduce the **limits** available over the policy term.

## PAYMENT OF LOSS

1. **Your Property -- We** adjust each loss with **you**. **We** pay an insured loss within 30 days after an acceptable proof of loss is received and the amount of the loss is agreed to in writing. If **you** and **we** do not agree, **we** pay within 30 days after the filing of an appraisal award with **us**. Payment is made to **you** unless a loss payee is named.
  - a. to **you** on behalf of the owner; or
  - b. to the owner. If **we** pay the owner, **we** do not have to pay **you**.
2. **Additional Living Costs --** If the **insured premises** is unfit for use for more than one month, covered costs are paid on a monthly basis. **You** must give **us** proof of such costs.
3. **Damage to Personal Property of Others --** At **our** option, an insured loss may be adjusted with and paid:
  - a. pay the loss in money; or
  - b. rebuild, repair or replace the property. **We** must give **you** notice of **our** intent to do so within 30 days after **we** receive an acceptable proof of loss.

**We** may take all or part of the damaged property at the agreed or appraised value. Property paid for or replaced by **us** becomes **ours**.

## POLICY CONDITIONS

1. **Abandonment of Property --** **You** may not abandon the property to **us** unless **we** agree.
2. **Appraisal --** If **you** and **we** do not agree on the amount of the loss, the actual cash value of the property or the cost to repair or replace the property, either party may demand that these amounts be determined by appraisal.

If either party makes a written demand for appraisal, each will select a competent independent appraiser and notify the other of the appraiser's identity within 20 days after the receipt of the written demand. The two appraisers will select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the property is located to select an umpire.

For each building item and each item of personal property, the appraisers will determine:

  - a. the amount of the loss;
  - b. the actual cash value of the property; and
  - c. the cost to repair or replace the property.

Each amount will be stated separately.

If the appraisers submit a written report of an agreement to **us**, the agreement will establish these amounts. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. A written agreement by two of these three will establish the amounts stated above.

Each appraiser will be paid by the party selecting that appraiser. The compensation of the umpire and other costs of the appraisal will be shared equally by **you** and **us**.

If **we** make the written demand for an appraisal, **we** will pay:

  - a. the reasonable and necessary cost for **your** appraiser; and
  - b. **your** share of the cost for the umpire.
3. **Assignment --** This policy may not be assigned without **our** written consent.

4. **Cancellation and Nonrenewal** -- **You** may cancel this policy by returning the policy to **us** or by giving **us** written notice and stating at what future date coverage is to stop.

**We** may cancel or not renew this policy by written notice to **you** at the address shown on the Declarations. Proof of delivery or mailing is sufficient proof of notice.

During the first 60 days this policy is in effect, **we** may cancel for any reason.

After this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by **us**, **we** may cancel or not renew only at the anniversary date unless:

- a. the premium has not been paid when due;
- b. the policy was obtained through fraud, material misrepresentation or omission of fact, which if known by **us**, would have caused **us** not to issue the policy; or
- c. there has been a material change or increase in hazard of the risk.

If **we** cancel this policy for nonpayment of premium, **we** will give **you** notice at least 10 days before cancellation is effective. Otherwise, **we** will give **you** notice at least 30 days in advance of cancellation or nonrenewal.

**Your** return premium, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

5. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the **terms** of this policy must be issued by **us** in writing to be valid. If, in the policy period, **we** adopt a revision which broadens coverage without an additional premium, the broadened coverage will apply.

**Our** request for an appraisal or examination under oath does not waive policy **terms**.

If this policy has no expiration date, **we** may substitute or **we** may add, at each anniversary date, forms that are then authorized for use.

6. **Conformity With Statute** -- **Terms** in conflict with the laws of the state where the **insured premises** is located are changed to conform to such laws.

7. **Death** -- On **your** death, protection on **your** covered property passes to:

- a. **your** legal representative; or
- b. any other persons having proper, temporary custody of covered property.

8. **Inspection** -- **We** may, but are not required to, inspect **your** property and operations. **Our** inspection or resulting advice or report does not warrant that **your** property or operations are safe or healthful or comply with laws, rules, or regulations.

9. **Misrepresentation, Concealment, or Fraud** -- **We** do not provide coverage if, before or after a loss:

- a. **you** or any other insured have willfully concealed or misrepresented:
  - 1) a material fact or circumstance with respect to this insurance; or
  - 2) their interests herein; or
- b. there has been fraud or false swearing by **you** or any other insured with respect to this insurance or the subject thereof.

10. **Mortgage Clause** -- This applies only to coverage on buildings. The word "mortgagee" includes trustee.

- a. If a mortgagee is named on the Declarations, a loss payable under Coverages 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.

If **we** deny **your** claim, that denial does not apply to a valid claim of the mortgagee, if the mortgagee has:

- 1) notified **us** of change in ownership, occupancy, or substantial change in risk of which the mortgagee became aware;
- 2) paid the premium due under this policy on demand if **you** neglected to pay the premium; and
- 3) submitted a signed, sworn proof of loss within 60 days after receiving notice from **us** if **you** failed to do so.

All **terms** of this policy apply to the mortgagee unless changed by this clause.

- b. If **we** cancel or do not renew this policy, **we** will notify the mortgagee at least 10 days before the date cancellation or nonrenewal takes effect.
- c. If **we** pay the mortgagee for a loss and deny payment to **you**:
  - 1) **we** are subrogated, up to the amount **we** paid for the loss, to all the rights of the mortgagee granted under the mortgage on the property; or
  - 2) at **our** option, **we** may pay to the mortgagee the whole principal on the mortgage plus the accrued interest. In this event, **we** shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

- 11. **No Benefit To Bailee** -- Coverage under this policy will not directly or indirectly benefit those who are paid to assume custody of the covered property.
- 12. **Policy Period** -- This policy only covers losses that occur during the policy period.
- 13. **Recoveries** -- This applies if **we** pay for a loss and lost or damaged property is recovered, or payment is made by those responsible for the loss.
  - a. **You** must inform **us** or **we** must inform **you** if either recovers property or receives payment.
  - b. Proper costs incurred by either party are paid first.
  - c. **You** may keep the property. The amount of the claim paid or a lesser amount to which **we** agree, must be returned to **us**.
  - d. If the claim paid is less than the agreed loss due to a deductible, or other limiting **terms**, the recovery is prorated between **you** and **us** based on the interest of each in the loss.

14. **Safety Glass** -- When breakage of glass is covered, **we** pay to replace the damaged glass with safety glazing materials if required by code, ordinance or law.

15. **Secured Party Coverage** -- This applies only to coverage on mobile homes and personal property. This entire clause is void unless the name of a secured party is shown on the Declarations. This clause applies only to the interest of a secured party and does not affect **your** rights or duties under the policy.

- a. If a secured party is named on the Declarations, a loss payable on property subject to the security interest will be paid to the secured party and **you** as interests may appear. If there is more than one security interest in the same property, the order of payment will be the same as their order of priority.

If **we** deny **your** claim, that denial does not apply to a valid claim of a secured party if the secured party has:

- 1) notified **us** of a change in ownership, occupancy, or substantial change in risk of which the secured party became aware;
- 2) paid the premium due under this policy on demand if **you** neglected to pay the premium; and
- 3) submitted a signed, sworn proof of loss within 60 days after receiving notice from **us** if **you** failed to do so.

All **terms** of this policy apply to the secured party unless changed by this clause.

- b. If **we** cancel or do not renew this policy, **we** will notify the secured party at least 10 days before the date cancellation or nonrenewal takes effect.
- c. If **we** pay the secured party for a loss and deny payment to **you**:
  - 1) **we** are subrogated, up to the amount **we** paid for the loss, to all the rights of the secured party granted under the security agreement; or

2) at **our** option, **we** may pay the secured party the remaining amount due on the security agreement plus the accrued interest. In this event, **we** shall receive full assignment of the security agreement and securities held as collateral for the agreement.

However, the secured party's interest is not covered for **your** conversion, embezzlement, or secretion of encumbered property in **your** possession, unless specifically insured against and premium paid for such.

16. **Subrogation** -- If **we** pay for a loss, **we** may require that **you** assign to **us** the right of recovery up to the amount **we** pay. **We** are not liable for a

loss if, after the loss, **you** impair **our** right to recover against others. **You** may waive **your** right to recover, in writing, before a loss occurs, without affecting coverage. If **we** pay a loss to or for **you** and **you** recover from another party for the same loss, **you** must pay **us** as stated in Recoveries.

17. **Suit Against Us** -- No suit may be brought against **us** unless all the **terms** of this policy have been complied with and the suit is brought within two years after the loss.

17. **Volcanic Action** -- All volcanic action that occurs within a 72-hour period constitutes a single occurrence.

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In Witness Whereof, this Company has executed and attested to these presents; but this policy shall not be valid unless countersigned by an authorized Agent of this Company.



President



Attorney-in-fact