

SERFF Tracking Number: ASPX-125448495 State: Arkansas
Filing Company: American Reliable Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: SC03 DF AR02789
TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)
Product Name: SCO - Dwelling
Project Name/Number: SCO - Dwelling/DF AR02789ARF01

Filing at a Glance

Company: American Reliable Insurance Company

Product Name: SCO - Dwelling SERFF Tr Num: ASPX-125448495 State: Arkansas
TOI: 01.0 Property SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines) Co Tr Num: SC03 DF AR02789 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Becky Harrington, Betty Montesi, Brittany Yielding
Author: SPI AssurantPC Disposition Date: 02/06/2008
Date Submitted: 01/23/2008 Disposition Status: Approved
Effective Date Requested (New): 04/01/2008 Effective Date (New): 04/01/2008
Effective Date Requested (Renewal): 05/01/2008 Effective Date (Renewal): 05/01/2008

State Filing Description:

General Information

Project Name: SCO - Dwelling Status of Filing in Domicile:
Project Number: DF AR02789ARF01 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 02/06/2008 Deemer Date:
State Status Changed: 01/23/2008
Corresponding Filing Tracking Number:
Filing Description:
American Reliable Insurance Company is proposing forms revisions to its currently approved Modified Dwelling Product. This filing will be replacing previous internal lines of business 50 and 53 filings. There is a companion rate and rule filing. The requested effective dates are 4/1/08 for new and 5/1/08 for renewal business.

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Company and Contact

Filing Contact Information

Wendy Sara-Kalisz,
 8655 East Via De Ventura (800) 535-1333 [Phone]
 Scottsdale, AZ 85258

Filing Company Information

American Reliable Insurance Company CoCode: 19615 State of Domicile: Arizona
 11222 Quail Roost Dr Group Code: 19 Company Type:
 Miami, FL 33157 Group Name: Assurant, Inc. Group State ID Number:
 (305) 253-2244 ext. [Phone] FEIN Number: 41-0735002

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Reliable Insurance Company	\$50.00	01/23/2008	17625944

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	02/06/2008	02/06/2008

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	01/30/2008	01/30/2008	SPI AssurantPC	02/04/2008	02/04/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
HAZARDOUS SUBSTANCE EXCLUSION		SPI AssurantPC	02/04/2008	02/04/2008
AR Cert of Compliance	Supporting Document	SPI AssurantPC	01/23/2008	01/23/2008

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Disposition

Disposition Date: 02/06/2008

Effective Date (New): 04/01/2008

Effective Date (Renewal): 05/01/2008

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	AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4/30/03)), AR - NAIC FORM FILING SCHEDULE	Approved	Yes
Supporting Document	AR - FORM FILING ABSTRACT F-1	Approved	Yes
Supporting Document	Cover Letter, Forms Filing Memorandum	Approved	Yes
Supporting Document	AR Cert of Compliance	Approved	Yes
Form	POLICY COVER	Approved	Yes
Form	MODIFIED DWELLING FORM	Approved	Yes
Form	PERSONAL LIABILITY	Approved	Yes
Form	SEXUAL MOLESTATION, CORPORAL PUNISHMENT OR PHYSICAL OR MENTAL ABUSE EXCLUSION	Approved	Yes
Form	MOLD EXCLUSION	Approved	Yes
Form (revised)	PUNITIVE DAMAGES EXCLUSION	Approved	Yes
Form	PUNITIVE DAMAGES EXCLUSION		Yes
Form (revised)	HAZARDOUS SUBSTANCE EXCLUSION	Approved	Yes
Form	HAZARDOUS SUBSTANCE EXCLUSION		Yes
Form	HAZARDOUS SUBSTANCE EXCLUSION		Yes
Form	BUILDING EXCLUSION ENDORSEMENT	Approved	Yes
Form	TRAMPOLINE EXCLUSION	Approved	Yes
Form	ALL TERRAIN VEHICLE EXCLUSION	Approved	Yes
Form	DWELLING UNDER CONSTRUCTION	Approved	Yes
Form	SWIMMING POOL OR SPA EXCLUSION	Approved	Yes
Form	SPECIFIC BREED ANIMAL EXCLUSION	Approved	Yes
Form	RESIDENTIAL BURGLARY ENDORSEMENT	Approved	Yes
Form	NO COVERAGE FOR HOME DAY CARE	Approved	Yes

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BUSINESS

Form	ADDITIONAL LIVING EXPENSE	Approved	Yes
Form	LIABILITY SPECIAL PROVISIONS - AR	Approved	Yes
Form	PROPERTY SPECIAL PROVISIONS - AR	Approved	Yes
Form	ACTUAL CASH VALUE DEFINED	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/30/2008
Submitted Date 01/30/2008
Respond By Date

Dear Wendy Sara-Kalisz,

This will acknowledge receipt of the captioned filing.

Objection 1

- PUNITIVE DAMAGES EXCLUSION (Form)

Comment:

This filing must be amended to comply with Bulletin 4-82 which requires punitive or exemplary damages to be defined. An acceptable definition would be "Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Objection 2

- HAZARDOUS SUBSTANCE EXCLUSION (Form)

Comment: The attachment for this endorsement does not match the title listed.

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/04/2008
Submitted Date 02/04/2008

Dear Becky Harrington,

Comments:

2-4-08 This correspondence is in response to your objection letter dated 1-30-08.

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Response 1

Comments: Obj #1 - Form A6137E has been replaced with Form A6381E1107 - Punitive Damages Exclusion.
 Obj #2 - Form A6381E has been replaced with Form A6346E1206 - Hazardous Substance Exclusion

Related Objection 1

Applies To:
 - PUNITIVE DAMAGES EXCLUSION (Form)

Comment:

This filing must be amended to comply with Bulletin 4-82 which requires punitive or exemplary damages to be defined. An acceptable definition would be "Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Related Objection 2

Applies To:
 - HAZARDOUS SUBSTANCE EXCLUSION (Form)

Comment:

The attachment for this endorsement does not match the title listed.

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
PUNITIVE DAMAGES EXCLUSION	A6381E	1107	Endorsement/Amendment/Conditions	New		0	A6381E.PDF
Previous Version							
PUNITIVE DAMAGES EXCLUSION	A6137E	0501	Endorsement/Amendment/Conditions	New		0	A6137E.PDF
HAZARDOUS SUBSTANCE EXCLUSION	A6346E	1206	Endorsement/Amendment/Conditions	New		0	
Previous Version							

<i>SERFF Tracking Number:</i>	<i>ASPX-125448495</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Reliable Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SC03 DF AR02789</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>SCO - Dwelling</i>		
<i>Project Name/Number:</i>	<i>SCO - Dwelling/DF AR02789ARF01</i>		
HAZARDOUS SUBSTANCE EXCLUSION	A6381E 1107	Endorsement/AmendmentNew /Conditions	0 A6381E.P DF

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Amendment Letter

Amendment Date:
 Submitted Date: 02/04/2008

Comments:

2-4-08 Please be advised the attached form was inadvertently omitted from the forms tab in today's objection letter response. Please refer to this form for our objection response to your letter dated 1/30/08. We apologize for any inconvenience this may have caused you. Thank you.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
HAZARDOUS SUBSTANCES EXCLUSION	A6346E	1206	Endorsement/Conditions	New			0	A6346E.PDF

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Amendment Letter

Amendment Date:

Submitted Date: 01/23/2008

Comments:

1-23-08 - Please accept our apology for having omitted the attached executed Certificate of Compliance from our original filing. Thank you.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: AR Cert of Compliance

Comment:

AR Cert of Compliance.PDF

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	POLICY COVER	A6100P	0206	Policy/Coverage Form		0.00	A6100P.PDF
Approved	MODIFIED DWELLING FORM	A6025P	1007	Policy/Coverage Form		0.00	A6025P.PDF
Approved	PERSONAL LIABILITY	A6026P	1007	Policy/Coverage Form		0.00	A6026P.PDF
Approved	SEXUAL MOLESTATION, CORPORAL PUNISHMENT OR PHYSICAL OR MENTAL ABUSE EXCLUSION	A6319E	0506	Endorsement/Amendment/Conditions	Replaced Form #:0.00 A8601E Previous Filing #:		A6319E.PDF
Approved	MOLD EXCLUSION	A6348E	0107	Endorsement/Amendment/Conditions	Replaced Form #:0.00 A6224E Previous Filing #:		A6348E.PDF
Approved	PUNITIVE DAMAGES EXCLUSION	A6381E	1107	Endorsement/Amendment/Conditions		0.00	A6381E.PDF
Approved	HAZARDOUS SUBSTANCE EXCLUSION	A6346E	1206	Endorsement/Amendment/Conditions		0.00	A6346E.PDF
Approved	BUILDING EXCLUSION ENDORSEMENT	A6246E	0404	Endorsement/Amendment/Conditions		0.00	A6246E.PDF
Approved	TRAMPOLINE	A6226E	0306	Endorsement New		0.00	A6226E.PDF

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EXCLUSION				nt/Amendm ent/Condi tions		
Approved	ALL TERRAIN VEHICLE EXCLUSION	A6227E	0803	Endorseme New nt/Amendm ent/Condi tions	0.00	A6227E.PDF
Approved	DWELLING UNDER CONSTRUCTIO N	A6386E	0108	Endorseme New nt/Amendm ent/Condi tions	0.00	A6386E.PDF
Approved	SWIMMING POOL OR SPA EXCLUSION	A6310E	0306	Endorseme New nt/Amendm ent/Condi tions	0.00	A6310E.PDF
Approved	SPECIFIC BREED ANIMAL EXCLUSION	A6349E	0107	Endorseme New nt/Amendm ent/Condi tions	0.00	A6349E.PDF
Approved	RESIDENTIAL BURGLARY ENDORSEMENT	A6371E	1007	Endorseme New nt/Amendm ent/Condi tions	0.00	A6371E.PDF
Approved	NO COVERAGE FOR HOME DAY CARE BUSINESS	A6372E	1007	Endorseme New nt/Amendm ent/Condi tions	0.00	A6372E.PDF
Approved	ADDITIONAL LIVING EXPENSE	A6373E	1007	Endorseme New nt/Amendm ent/Condi tions	0.00	A6373E.PDF
Approved	LIABILITY SPECIAL PROVISIONS - AR	A6379E	1107	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 A6054E; A6258E Previous Filing #:	A6379E.PDF
Approved	PROPERTY SPECIAL	A6380E	1107	Endorseme Replaced nt/Amendm	Replaced Form #:0.00 A6054E; A6258E	A6380E.PDF

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	PROVISIONS -		ent/Condi	Previous Filing #:		
	AR		ons			
Approved	ACTUAL CASH A8481E	0402	Endorseme New		0.00	A8481E.PDF
	VALUE DEFINED		nt/Amendm			
			ent/Condi			
			ons			

American Reliable Insurance Company

A Stock Insurance Company

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

A.M. Best Rated A-, Excellent

We welcome you as a policyholder to
American Reliable Insurance Company

READ YOUR POLICY CAREFULLY.

This is a legal contract between the policyowner and the company.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



SECRETARY



PRESIDENT

MODIFIED DWELLING 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. 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.

2. 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.

3. 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 row-boats or canoes.

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

4. 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.

5. 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.

6. 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.

7. 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.

PERSONAL LIABILITY

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

A. 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.

B. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in b. below, mean the following:

a. Liability for "bodily injury" or "property damage" arising out of the:

- (1) Ownership of such vehicle or craft by an "insured";
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an "insured" to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
- (4) Motor vehicle means a "motor vehicle" as defined in 7. below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" means:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

(3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

(4) The rendering of home day care services to a relative of an "insured".

4. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

5. "Insured" means:

a. You and residents of your household who are:

- (1) Your relatives; or
- (2) Other persons under the age of 21 and in the care of any person named above;

b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

- (1) 24 and your relative; or
- (2) 21 and in your care or the care of a person described in a.(1) above;

c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in a. or b. above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or

d. With respect to a "motor vehicle" to which this policy applies:

- (1) Persons while engaged in your employ or that of any person included in a. or b. above; or
- (2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

6. "Insured location" means:

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in a. and b. above;
- d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;

- e. Vacant land, other than farm land, owned by or rented to an "insured";
 - f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
 - g. Individual or family cemetery plots or burial vaults of an "insured"; or
 - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
7. "Motor vehicle" means:
- a. A self-propelled land or amphibious vehicle; or
 - b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.
8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
- a. "Bodily injury"; or
 - b. "Property damage".
9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
10. "Residence employee" means:
- a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

11. "Residence premises" means:
- a. The one family dwelling where you reside;
 - b. The two, three or four family dwelling where you reside in at least one of the family units; or
 - c. That part of any other building where you reside;
- and which is shown as the "residence premises" in the Declarations.
- "Residence premises" also includes other structures and grounds at that location.

LIABILITY COVERAGES

A. Coverage L – Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and

2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage M – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages L and M do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
 - a. In dead storage on an "insured location";
 - b. Used solely to service an "insured's" residence;
 - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
 - d. Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions B. 6.a., b., d., e. or h.; or

e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

(1) A golfing facility and is parked or stored there, or being used by an "insured" to:

- (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
- (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
- (c) Cross public roads at designated points to access other parts of the golfing facility; or

(2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

B. "Watercraft Liability"

1. Coverages L and M do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

- a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
- b. Rented to others;
- c. Used to carry persons or cargo for a charge; or
- d. Used for any "business" purpose.

2. If Exclusion B.1. does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:

- a. Is stored;
- b. Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
- c. Is not a sailing vessel and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) 50 horsepower or less and not owned by an "insured"; or
 - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
 - (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or

(d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:

- (i) You declare them at policy inception; or
- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others

Coverages L and M do not apply to the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion E.1. does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. This Exclusion E.2. does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
- b. Rented to an "insured"; or
- c. Rented to others by an "insured";

that is not an "insured location";

5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

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

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

6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

8. Controlled Substance

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

Exclusions A. "Motor Vehicle Liability", B. "Watercraft Liability", C. "Aircraft Liability", D. "Hovercraft Liability" and E.4. "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

F. Coverage L – Personal Liability

Coverage L does not apply to:

1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;
- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence";unless excluded in a. above or elsewhere in this policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

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

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

5. "Bodily injury" or "property damage" for which an "insured" under this policy:

- a. Is also an insured under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;or any of their successors; or
- b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. "Bodily injury" to you or an "insured" as defined under Definitions 5.a. or b.

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

- a. To repay; or
- b. Share damages with;
another person who may be obligated to pay damages because of "bodily injury" to an "insured".

G. Coverage M – Medical Payments To Others

Coverage M does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":

- a. Occurs off the "insured location"; and
- b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";

2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

3. From any:

- a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;
- all whether controlled or uncontrolled or however caused; or
- d. Any consequence of any of these; or

4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage L limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

CONDITIONS

A. Limit Of Liability

Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the Coverage L limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage M for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage M limit of liability shown in the Declarations.

B. Severability Of Insurance

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

C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:

- a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to C. Damage To Property Of Others under Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
 6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

D. Duties Of An Injured Person – Coverage M – Medical Payments To Others

1. The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim – Coverage M – Medical Payments To Others

Payment under this coverage is not an admission of liability by an "insured" or us.

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this policy.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage L can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

H. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

I. Policy Period

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

J. Subrogation

An "insured" 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, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage M or Paragraph C. Damage To Property Of Others under Additional Coverages.

K. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

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

AMERICAN RELIABLE INSURANCE COMPANY SEXUAL MOLESTATION, CORPORAL PUNISHMENT OR PHYSICAL OR MENTAL ABUSE EXCLUSION

Under **EXCLUSIONS – E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others**, number 7. is deleted and replaced by the following:

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse.

Coverage afforded by this policy **does not** apply to any alleged or actual “bodily injury” or “property damage” arising out of:

- A. the actual, threatened or alleged:
 - 1. physical abuse or corporal punishment of any kind committed by any person, whether or not with the actual or constructive consent or participation of any “insured”;
 - 2. emotional or mental abuse of any kind committed by any person, whether or not with the actual or constructive consent or participation of any “insured”; or
 - 3. sexual abuse; molestation; licentious, immoral or sexual behavior of any kind committed by any person, whether or not with the actual or constructive consent or participation of any “insured”; or
- B. the failure of any “insured,” member of the household or anyone else for whom an “insured” is legally responsible to prevent or suppress any such actual or threatened behavior; and/or
- C. the negligent selection, employment, training, supervision, or retention of any person whose conduct is described in A.1., A.2. and/or A.3.above; or,
- D. the erroneous, mistaken or negligent reporting of the above described acts to proper authorities, or the failure to report such acts.

The Company shall have no duty to defend any claim or suit that includes any of the above claims, regardless of the circumstances involved in the claim or suit, even though the allegations may be groundless, false or fraudulent.

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

AMERICAN RELIABLE INSURANCE COMPANY MOLD EXCLUSION

The following **EXCLUSION** is added to **Coverage L - Personal Liability and Coverage M - Medical Payments to Others** do not apply to "bodily injury" or "property damage":

Arising out of any claim of any kind, whether occurring independently or if directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or other fungi and their secretions of any kind whatsoever.

We do not cover any loss consisting of, caused by, contributed to, or aggravated by mold, mildew or fungi.

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

This exclusion applies to the policy and any and all attached endorsements.

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

All other terms and conditions of the policy remain the same.

AMERICAN RELIABLE INSURANCE COMPANY PUNITIVE DAMAGES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to any claim of or indemnification for punitive or exemplary damages. If a suit seeking both compensatory and punitive or exemplary damages has been brought against you for a claim covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages. This endorsement does not exclude wrongful death punitive damages.

Punitive or Exemplary Damages definition: Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
HAZARDOUS SUBSTANCE EXCLUSION**

The following EXCLUSION applies to all coverages:

We do not pay for:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
BUILDING EXCLUSION ENDORSEMENT**

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

DESCRIPTION OF BUILDING

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
TRAMPOLINE EXCLUSION**

Under **EXCLUSION, SECTION E. Coverage L – Personal Liability and Coverage M – Medical Payments to Others**, the following exclusion is added:

Any “bodily injury” or “property damage” arising out of any “occurrence” involving any trampoline owned by, or in the care, custody, or control of the “insured” or any member of the insured’s family or household; or

Any other loss or expense arising out of any “occurrence” involving any trampoline owned by, or in the care, custody, or control of the “insured” or any member of the insured’s family or household.

All other conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

The following EXCLUSION applies to all coverages:

We do not pay for:

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

All other provisions of this policy apply.

AMERICAN RELIABLE INSURANCE COMPANY
DWELLING UNDER CONSTRUCTION

BUILDERS' RISK

The insurance applies only to the dwelling or structure under Coverage A while under construction.

PREMIUM

The premium is based on an average amount of insurance during construction.

AMOUNT OF INSURANCE

The limit of liability stated in the declarations for Coverage A is provisional. The actual amount of insurance on any date while the policy is in force will be a percentage of the provisional amount. The percentage will be the proportion that the actual value of the property bears to the value at the date of completion.

POLICY PROVISIONS

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMERICAN RELIABLE INSURANCE COMPANY
SWIMMING POOL OR SPA EXCLUSION**

Under **EXCLUSION, SECTION E. Coverage L – Personal Liability and Coverage M – Medical Payment to Others**, the following exclusion is added:

Any “bodily injury” or “property damage” arising out of the ownership, maintenance or use of a swimming pool or spa (hot tub) that is located on the “insured location”.

All other conditions of this policy remain unchanged.

AMERICAN RELIABLE INSURANCE COMPANY SPECIFIC BREED ANIMAL EXCLUSION

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

The following EXCLUSION applies to all coverages:

We do not pay for:

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

Animal:

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

Breed of Dog:

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

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

AMERICAN RELIABLE INSURANCE COMPANY

RESIDENTIAL BURGLARY ENDORSEMENT

In consideration of an additional premium, it is agreed that the following items are changed:

I. Under "PERILS INSURED AGAINST", item #10 is added to read:

Burglary, meaning that we cover personal property only when:

- A.** It is within the dwelling insured.
- B.** The dwelling is forcibly entered.
- C.** There exists evidence of such forceful entry.

Any loss by burglary must be immediately reported to the police.

II. C. Coverage C - Personal Property is deleted and replaced with the following:

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. Special Limits of Liability.

These limits do not increase the Coverage C limit of liability. The special limit for each following numbered category is the total limit for each occurrence for all property in that numbered category.

- a. \$100 on money, bank notes.
- b. \$100 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets and stamps.
- c. \$100 on watercraft, including their trailers, furnishings, equipment and outboard motors.
- d. \$100 on hand and power tools.
- e. \$250 on jewelry, watches, furs, precious and semi- precious stones and all articles of gold and silver.

3. Property Not Covered. We do not cover:

- a. articles separately described and specifically insured in this or any other insurance;
- b. animals, birds or fish;
- c. automobiles, motorcycles and all land motor vehicles whether licensed for road use or not;
- d. automobile and motorcycle parts and equipment;
- e. aircraft and parts;
- f. property of roomers, boarders and other tenants, except property of roomers and boarders related to any insured;
- g. property contained in an apartment regularly rented or held for rental to others by any insured;
- h. property rented or held for rental to others away from the residence premises;
- i. property pertaining to the **business** or occupation of the **insured**.

**AMERICAN RELIABLE INSURANCE COMPANY
NO COVERAGE FOR HOME DAY CARE BUSINESS**

THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

- A.** "Business", as defined in the policy, means:
- 1.** A trade, profession or occupation engaged in on a full time, part-time or occasional basis; or
 - 2.** Any other activity engaged in for money or other compensation, except the following:
 - a.** One or more activities:
 - (1)** Not described in **b.** through **d.** below,
 - (2)** For which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - b.** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d.** The rendering of home day care services to a relative of an "insured".
- B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
- 1.** That an "insured" engages in for money or other compensation; and
 - 2.** From which an "insured" receives more than \$2,000 in total/combined compensation from it for the 12 months before the beginning of the policy period,
- the home day care service and other activity will be considered a "business".
- D.** With respect to **C.** above home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
- 1.** Described in **A.2.** above, and
 - 2.** Engaged in for money by a single "insured";
- may be considered a "business" if the \$2000 threshold is exceeded.
- E.** With respect to **A.** through **D.** above, coverage does not apply with respect to home day care service which is a "business". This policy does not provide coverage because a "business" of an "insured" is excluded under Exclusion **E.2.**

AMERICAN RELIABLE INSURANCE COMPANY ADDITIONAL LIVING EXPENSE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

AMERICAN RELIABLE INSURANCE COMPANY
LIABILITY SPECIAL PROVISIONS – ARKANSAS

CONDITIONS

The following condition is added:

J. Subrogation

The first paragraph is deleted and replaced by the following:

An "insured" 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 are entitled to a recovery only after an "insured" has been fully compensated for the loss sustained.

All other provisions of this policy apply.

AMERICAN RELIABLE INSURANCE COMPANY

PROPERTY SPECIAL PROVISIONS – ARKANSAS

CONDITIONS

H. Appraisal is replaced by the following:

H. 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.

J. Subrogation is replaced by the following:

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. 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.

K. Suit Against Us is replaced by the following:

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 five years after the date of loss.

O. 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.

Q. 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.

Z. Loss Payable Clause is replaced by the following:

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 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.

All other provisions of this policy apply.

**AMERICAN RELIABLE INSURANCE COMPANY
ACTUAL CASH VALUE DEFINED**

This endorsement modifies insurance provided under the policy.

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

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

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

SERFF Tracking Number: ASPX-125448495 *State:* Arkansas
Filing Company: American Reliable Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: SC03 DF AR02789
TOI: 01.0 Property *Sub-TOI:* 01.0002 Personal Property (Fire and Allied Lines)
Product Name: SCO - Dwelling
Project Name/Number: SCO - Dwelling/DF AR02789ARF01

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ASPX-125448495 State: Arkansas
 Filing Company: American Reliable Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: SC03 DF AR02789
 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)
 Product Name: SCO - Dwelling
 Project Name/Number: SCO - Dwelling/DF AR02789ARF01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 02/06/2008

Comments:

Attachment:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

Satisfied -Name: AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4/30/03)), AR - NAIC FORM FILING SCHEDULE **Review Status:** Approved 02/06/2008

Comments:

Attachments:

AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4_30_03)).PDF
 AR - NAIC FORM FILING SCHEDULE.PDF

Satisfied -Name: AR - FORM FILING ABSTRACT F-1 **Review Status:** Approved 02/06/2008

Comments:

Attachment:

AR - FORM FILING ABSTRACT F-1.PDF

Satisfied -Name: Cover Letter, Forms Filing Memorandum **Review Status:** Approved 02/06/2008

Comments:

Attachments:

Cover Letter.PDF
 Forms Filing Memorandum.PDF

SERFF Tracking Number: ASPX-125448495 State: Arkansas
Filing Company: American Reliable Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: SC03 DF AR02789
TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)
Product Name: SCO - Dwelling
Project Name/Number: SCO - Dwelling/DF AR02789ARF01

Satisfied -Name: AR Cert of Compliance **Review Status:** Approved 02/06/2008
Comments:
Attachment:
AR Cert of Compliance.PDF

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only

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

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

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

5. Company Tracking Number	SC03 DF AR02789
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

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

7.	Signature of authorized filer	<i>Wendy Sara</i>
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8.	Please print name of authorized filer	Wendy Sara-Kalisz
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Filing Information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	01.0 Property
10.	Sub-Type of Insurance (Sub-TOI)	01.0002 Personal Property (Fire and Allied Lines)
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	Dwelling Program
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 4/1/2008 Renewal: 5/1/2008
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	1/22/2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

ARKANSAS CERTIFICATE OF COMPLIANCE

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



I, _____, _____ of
(Name) (Title of Authorized Officer)

 American Reliable Insurance Company
 (Name of Insurer)

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

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

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

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

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

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

Does this Certification apply to all the companies in this filing? <i>(Yes or No)</i> •	
---	--

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

Company Name(s)	NAIC #

Company Tracking Number • SC03 DF AR02789	
Signature of Authorized Officer •	
Name of Authorized Officer •	
Title of Authorized Officer •	
Email address of Authorized Officer •	
Telephone # of Authorized Officer •	Date •

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

FORM FILING SCHEDULE

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

1. This filing transmittal is part of Company Tracking # SC03 DF AR02789

2. This filing corresponds to rate/rule filing number
 (Company tracking number of rate/rule filing, if applicable)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	POLICY COVER	A6100P 0206	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	MODIFIED DWELLING FORM	A6025P 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	PERSONAL LIABILITY	A6026P 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	SEXUAL MOLESTATION, CORPORAL PUNISHMENT OR PHYSICAL OR MENTAL ABUSE EXCLUSION	A6319E 0506	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A8601E	
05	MOLD EXCLUSION	A6348E 0107	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A6224E	
06	PUNITIVE DAMAGES EXCLUSION	A6137E 0501	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	HAZARDOUS SUBSTANCE EXCLUSION	A6381E 1107	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	BUILDING EXCLUSION ENDORSEMENT	A6246E 0404	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	TRAMPOLINE EXCLUSION	A6226E 0306	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	ALL TERRAIN VEHICLE EXCLUSION	A6227E 0803	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	DWELLING UNDER CONSTRUCTION	A6386E 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # SC03 DF AR02789 Page 2 of 2

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
12	SWIMMING POOL OR SPA EXCLUSION	A6310E 0306	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	SPECIFIC BREED ANIMAL EXCLUSION	A6349E 0107	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	RESIDENTIAL BURGLARY ENDORSEMENT	A6371E 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	NO COVERAGE FOR HOME DAY CARE BUSINESS	A6372E 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	ADDITIONAL LIVING EXPENSE	A6373E 1007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	LIABILITY SPECIAL PROVISIONS - AR	A6379E 1107	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A6054E A6258E	
18	PROPERTY SPECIAL PROVISIONS - AR	A6380E 1107	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	A6054E A6258E	
19	ACTUAL CASH VALUE DEFINED	A8481E 0402	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	POLICY JACKET	A5100P 0197	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
21	POLICY JACKET	A6011P 1192	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
22	FUNGI EXCLUSION	A6259E 0405	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		

ARKANSAS INSURANCE DEPARTMENT

FORM FILING ABSTRACT

ALL QUESTIONS MUST BE ANSWERED

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

1. Date Filed 1/22/2008

2. Company Name(s) American Reliable Insurance Company

Group Name Assurant, Inc. Group NAIC No. 19615 Group No. 0019

3. (a) Annual Statement Line of Business Number (Page 14) 1.

(b) Class of Business 01.0002 Personal Prop (Fire & Allied Lines)

© Coverages Affected Dwelling

4. (a) Name of Advisory Organization, if any NA

(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)

(b) Date of Filing _____

© Filing Designation Number or Description _____

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?

Yes

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

No

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

No

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

Wendy Sara

Signature

Wendy Sara-Kalisz

Title

800-535-1333

Telephone Number

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
A8601E 1203 A6224E 0703		A6100P 0206	POLICY COVER
		A6025P 1007	MODIFIED DWELLING FORM
		A6026P 1007	PERSONAL LIABILITY
		A6319E 0506	SEXUAL MOLESTATION, CORPORAL PUNISHMENT OR PHYSICAL OR MENTAL ABUSE EXCLUSION
		A6348E 0107	MOLD EXCLUSION
		A6137E 0501	PUNITIVE DAMAGES EXCLUSION
		A6381E 1107	HAZARDOUS SUBSTANCE EXCLUSION
		A6246E 0404	BUILDING EXCLUSION ENDORSEMENT
		A6226E 0306	TRAMPOLINE EXCLUSION
		A6227E 0803	ALL TERRAIN VEHICLE EXCLUSION
		A6386E 0108	DWELLING UNDER CONSTRUCTION
		A6310E 0306	SWIMMING POOL OR SPA EXCLUSION
		A6349E 0107	SPECIFIC BREED ANIMAL EXCLUSION
		A6371E 1007	RESIDENTIAL BURGLARY ENDORSEMENT
		A6372E 1007	NO COVERAGE FOR HOME DAY CARE BUSINESS
	A6373E 1007	ADDITIONAL LIVING EXPENSE	

A6054E 0694 A6258E 0405		A6379E 1107	LIABILITY SPECIAL PROVISIONS - AR
A6054E 0694 A6258E 0405		A6380E 1107	PROPERTY SPECIAL PROVISIONS - AR
		A8481E 0402	ACTUAL CASH VALUE DEFINED
		A5100P 0197	POLICY JACKET
		A6011P 1192	POLICY JACKET
		A6259E 0405	FUNGI EXCLUSION



ASSURANT
Specialty
Property

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

SENT VIA SERFF

www.assurant.com

January 22, 2008

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

**Re: American Reliable Insurance Company
Forms Revisions
Dwelling Programs
Internal LOBs – 50 & 53
Company Filing No.: SC03 DF AR02789
Proposed Effective Dates:**

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

**04/01/2008 New Business
05/01/2008 Renewal Business**

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

Enclosed for your review and consideration are:

- Ø This letter
- Ø P&C Transmittal Document and Forms Schedule
- Ø Forms Filing Memorandum
- Ø Forms Filing Abstract – F-1
- Ø Certificate of Compliance
- Ø \$50.00 EFT Filing Fee

Please note there is a companion rate and rule filing.

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

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

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

Attachments

AMERICAN RELIABLE INSURANCE COMPANY
FORMS FILING MEMORANDUM
DWELLING PROGRAM

American Reliable Insurance Company is proposing forms revisions to its currently approved Modified Dwelling Product. This filing will be replacing our previous internal lines of business 50 and 53 filings. There is a companion rate and rule filing. The following changes have been made to the current filing:

FORM CHANGES

The following forms have been added:

A6100P0206	Policy Cover
A6025P1007	Modified Dwelling Form
A6026P1007	Personal Liability
A6137E0501	Punitive Damages Exclusion
A6381E1107	Hazardous Substance Exclusion
A6246E0404	Building Exclusion Endorsement
A6226E0306	Trampoline Exclusion
A6227E0803	All Terrain Vehicle Exclusion
A6386E0108	Dwelling Under Construction
A6310E0306	Swimming Pool or Spa Exclusion
A6349E0107	Specific Breed Animal Exclusion
A6371E1007	Residential Burglary Endorsement
A6372E1007	No Coverage for Home Day Care Business
A6373E1007	Additional Living Expense
A6379E1107	Liability Special Provisions – Arkansas
A6380E1107	Property Special Provisions – Arkansas
A8481E0402	Actual Cash Value Defined

The following forms are replacements:

A6319E0506	Sexual Molestation, Corporal Punishment or Physical or Mental Abuse Exclusion
A6348E0107	Mold Exclusion

The following forms have been withdrawn:

A5100P0197	Policy Jacket
A6011P1192	Policy Jacket
A6259E0405	Fungi Exclusion

ARKANSAS CERTIFICATE OF COMPLIANCE

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



I, Valley Owens, Vice President of
(Name) *(Title of Authorized Officer)*
American Reliable Insurance Company
(Name of Insurer)

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

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

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

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

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

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

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

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

Company Name(s)	NAIC #

Company Tracking Number ▶	SC03 DF AR02789
Signature of Authorized Officer ▶	
Name of Authorized Officer ▶	Valley Owens
Title of Authorized Officer ▶	Vice President
Email address of Authorized Officer ▶	Valley.Owens@assurant.com
Telephone # of Authorized Officer ▶	800-535-1333
Date ▶	1/22/08

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

SERFF Tracking Number: ASPX-125448495 State: Arkansas
 Filing Company: American Reliable Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: SC03 DF AR02789
 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)
 Product Name: SCO - Dwelling
 Project Name/Number: SCO - Dwelling/DF AR02789ARF01

Superseded Attachments

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

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	PUNITIVE DAMAGES EXCLUSION	01/23/2008	A6137E.PDF
No original date	Form	HAZARDOUS SUBSTANCE EXCLUSION	02/04/2008	
No original date	Form	HAZARDOUS SUBSTANCE EXCLUSION	01/23/2008	A6381E.PDF

**AMERICAN RELIABLE INSURANCE COMPANY
PUNITIVE DAMAGES EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to any claim of or indemnification for punitive or exemplary damages. If a suit seeking both compensatory and punitive or exemplary damages has been brought against you for a claim covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages. This endorsement does not exclude wrongful death punitive damages.

All other provisions of this policy apply.

AMERICAN RELIABLE INSURANCE COMPANY PUNITIVE DAMAGES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to any claim of or indemnification for punitive or exemplary damages. If a suit seeking both compensatory and punitive or exemplary damages has been brought against you for a claim covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages. This endorsement does not exclude wrongful death punitive damages.

Punitive or Exemplary Damages definition: Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

All other provisions of this policy apply.