

City of Fayetteville Staff Review Form

2019-0324

Legistar File ID

6/4/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

5/17/2019

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a damage claim payment to Phillip Hoskins in the amount of \$6,113.11 for a damage claim arising at 983 North Lewis Avenue, in addition to a previous payment made to ServiceMaster in the amount of \$3,600.58 and Accelerated Plumbing in the amount of \$100.00.

Budget Impact:

5400.720.4410-5311.04

Water and Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 27,855.51

Funds Obligated \$ -

Current Balance \$ 27,855.51

Does item have a cost? Yes

Item Cost \$ 6,113.11

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 21,742.40

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF JUNE 4, 2019

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: May 17, 2019
SUBJECT: Sewer Damage Claim at 983 North Lewis

RECOMMENDATION:

Staff recommends the approval of a damage claim payment to Phillip Hoskins in the amount of \$6,113.11 for a damage claim arising at 983 North Lewis Avenue, in addition to a previous payment made to ServiceMaster in the amount of \$3,600.58 and Accelerated Plumbing in the amount of \$100.00.

BACKGROUND:

On April 30, 2019, a City sewer main had a blockage and caused a sewer overflow in the residence of 983 North Lewis. The home is owned by Phillip Hoskins. The basement of the home was damaged as a result of the overflow.

DISCUSSION:

ServiceMaster was called in for the immediate mitigation, which has already been paid for by the City in the amount of \$3,600.58. A plumbing issue was also repaired by Accelerated Plumbing and Backflow in the amount of \$100.00, which was also paid by the City. The home requires restoration to return it to good condition following the sewer overflow and water damage. Three (3) quotes were received for the restoration. Northwest Restoration submitted the lowest quote in the amount of \$6,113.11. Staff recommends a payment to Phillip Hoskins in the amount of \$6,113.11 to restore the home.

BUDGET/STAFF IMPACT:

Funds are available in the self-insurance (non-vehicular) account within the Water and Sewer fund.

Attachments:

ServiceMaster Mitigation Invoice
Accelerated Plumbing Invoice
Three Restoration Quotes
Insurance Letter



ServiceMaster by Quality Restoration

4208 Johnson Rd.
Springdale, AR 72762
(479) 756-4169

Insured: City of Fayetteville
Property: 983 Lewis
Fayetteville, AR 72703

Home: (479) 313-2684

Claim Rep.: Weston Bryant

Business: (479) 530-6081
E-mail: weston.bryant@servicemasterqr.com

Estimator: Weston Bryant

Business: (479) 530-6081
E-mail: weston.bryant@servicemasterqr.com

Claim Number:

Policy Number:

Type of Loss: Sewage

Date Contacted: 4/30/2019

Date of Loss: 4/30/2019

Date Inspected: 4/30/2019

Date Received: 4/30/2019

Date Entered: 5/6/2019 3:15 PM

Price List: ARFA8X_MAY19
Restoration/Service/Remodel

Estimate: CITY_OF_FAY_983_LEWI

Thank you for allowing ServiceMaster by Quality Restoration to meet your mitigation needs.

Tax ID: 20-1283784
PSP Code: 215592



ServiceMaster by Quality Restoration

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CITY_OF_FAY_983_LEWI

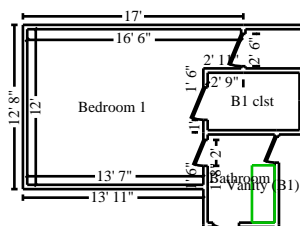
Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
44. Emergency service call - during business hours	1.00 EA	113.25	11.04	124.29	(0.00)	124.29
45. Equipment setup, take down, and monitoring (hourly charge)	7.00 HR	40.83	27.87	313.68	(0.00)	313.68
46. Haul debris - per pickup truck load - including dump fees	1.00 EA	113.19	11.04	124.23	(0.00)	124.23
47. Equipment decontamination charge - per piece of equipment replace dehu hose and filter	1.00 EA	24.25	2.36	26.61	(0.00)	26.61
Totals: Miscellaneous			52.31	588.81	0.00	588.81

Main Level

Bedroom 1

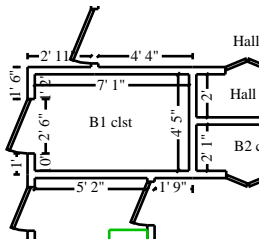
Height: 8'



409.33 SF Walls	171.82 SF Ceiling
581.15 SF Walls & Ceiling	171.82 SF Floor
19.09 SY Flooring	50.00 LF Floor Perimeter
57.00 LF Ceil. Perimeter	

Door	2' X 6' 8"	Opens into BATHROOM
Door	2' 6" X 6' 8"	Opens into B1_CLST
Door	2' 6" X 6' 8"	Opens into HALLWAY

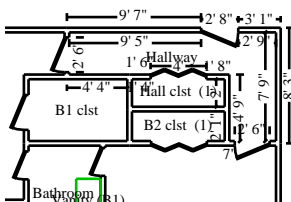
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
29. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	76.00 SF	0.60	4.45	50.05	(0.00)	50.05
30. Tear out wet carpet pad, cut/bag - Category 3 water	76.00 SF	0.57	4.22	47.54	(0.00)	47.54
31. Tear out tackless strip and bag for disposal - Category 3	12.00 LF	0.84	0.98	11.06	(0.00)	11.06
32. Tear out trim and bag for disposal - up to Cat 3	12.00 LF	0.68	0.80	8.96	(0.00)	8.96
33. Content Manipulation charge - per hour	0.50 HR	28.05	1.37	15.40	(0.00)	15.40
34. Apply anti-microbial agent to the surface area	76.00 SF	0.18	1.33	15.01	(0.00)	15.01
35. Air mover (per 24 hour period) - No monitoring 2 air movers, 3 days	6.00 EA	26.01	15.22	171.28	(0.00)	171.28
36. Dehumidifier (per 24 hour period) - XLarge - No monitoring 1 dehu, 3 days	3.00 EA	101.35	29.64	333.69	(0.00)	333.69
Totals: Bedroom 1			58.01	652.99	0.00	652.99


B1 clst
Height: 8'

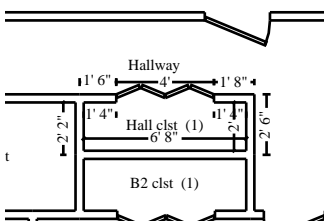
167.57 SF Walls	31.39 SF Ceiling
198.97 SF Walls & Ceiling	31.39 SF Floor
3.49 SY Flooring	20.53 LF Floor Perimeter
23.03 LF Ceil. Perimeter	

Door
2' 6" X 6' 8"
Opens into BEDROOM_1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
37. Apply anti-microbial agent to the floor	31.39 SF	0.18	0.55	6.20	(0.00)	6.20
38. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	31.39 SF	0.60	1.84	20.67	(0.00)	20.67
39. Tear out wet carpet pad, cut/bag - Category 3 water	31.39 SF	0.57	1.74	19.63	(0.00)	19.63
40. Tear out trim and bag for disposal - up to Cat 3	20.53 LF	0.68	1.36	15.32	(0.00)	15.32
41. Tear out tackless strip and bag for disposal - Category 3	20.53 LF	0.84	1.68	18.93	(0.00)	18.93
42. Content Manipulation charge - per hour	0.25 HR	28.05	0.68	7.69	(0.00)	7.69
43. Air mover (per 24 hour period) - No monitoring	6.00 EA	26.01	15.22	171.28	(0.00)	171.28
2 air movers, 3 days						

Totals: B1 clst
23.07 259.72 0.00 259.72

Hallway
Height: 8'

284.17 SF Walls	60.80 SF Ceiling
344.97 SF Walls & Ceiling	60.80 SF Floor
6.76 SY Flooring	33.58 LF Floor Perimeter
45.24 LF Ceil. Perimeter	

Door
2' 6" X 6' 8"
Opens into BEDROOM_2
Door
2' 8" X 6' 8"
Opens into Exterior
Door
2' 6" X 6' 8"
Opens into BEDROOM_1

Subroom: Hall clst (1)
Height: 8'

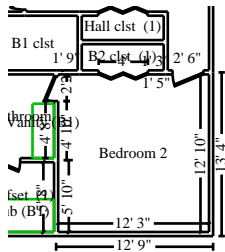
111.39 SF Walls	13.15 SF Ceiling
124.54 SF Walls & Ceiling	13.15 SF Floor
1.46 SY Flooring	13.26 LF Floor Perimeter
17.26 LF Ceil. Perimeter	

Door
4' X 6' 8"
Opens into HALLWAY

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
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CONTINUED - Hallway

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Apply anti-microbial agent to the floor	73.95 SF	0.18	1.30	14.61	(0.00)	14.61
3. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	73.95 SF	0.60	4.33	48.70	(0.00)	48.70
4. Tear out wet carpet pad, cut/bag - Category 3 water	73.95 SF	0.57	4.11	46.26	(0.00)	46.26
5. Tear out trim and bag for disposal - up to Cat 3	46.83 LF	0.68	3.10	34.94	(0.00)	34.94
6. Tear out tackless strip and bag for disposal	46.83 LF	0.69	3.15	35.46	(0.00)	35.46
7. Content Manipulation charge - per hour	0.25 HR	28.05	0.68	7.69	(0.00)	7.69
9. Air mover (per 24 hour period) - No monitoring	9.00 EA	26.01	22.82	256.91	(0.00)	256.91
3 air movers, 3 days						
Totals: Hallway			39.49	444.57	0.00	444.57



Bedroom 2

Height: 8'

344.05 SF Walls	156.74 SF Ceiling
500.79 SF Walls & Ceiling	156.74 SF Floor
17.42 SY Flooring	41.59 LF Floor Perimeter
50.09 LF Ceil. Perimeter	

Door

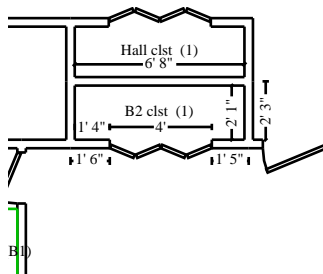
2' 6" X 6' 8"

Opens into HALLWAY

Door

2' X 6' 8"

Opens into BATHROOM



Subroom: B2 clst (1)

Height: 8'

113.72 SF Walls	14.11 SF Ceiling
127.83 SF Walls & Ceiling	14.11 SF Floor
1.57 SY Flooring	13.55 LF Floor Perimeter
17.55 LF Ceil. Perimeter	

Door

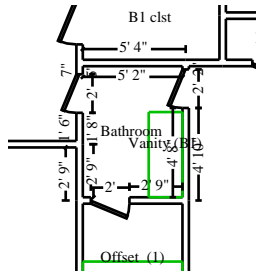
4' X 6' 8"

Opens into BEDROOM_2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
23. Apply anti-microbial agent to the floor	170.85 SF	0.18	3.00	33.75	(0.00)	33.75
24. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	94.00 SF	0.60	5.50	61.90	(0.00)	61.90
25. Tear out wet carpet pad, cut/bag - Category 3 water	94.00 SF	0.57	5.22	58.80	(0.00)	58.80
26. Tear out trim and bag for disposal - up to Cat 3	26.00 LF	0.68	1.72	19.40	(0.00)	19.40
27. Content Manipulation charge - per hour	0.25 HR	28.05	0.68	7.69	(0.00)	7.69

CONTINUED - Bedroom 2

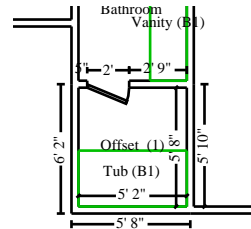
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
28. Air mover (per 24 hour period) - No monitoring 4 air movers, 3 days	12.00 EA	26.01	30.43	342.55	(0.00)	342.55
Totals: Bedroom 2			46.55	524.09	0.00	524.09



Bathroom

Height: 8'

151.38 SF Walls	35.11 SF Ceiling
186.49 SF Walls & Ceiling	35.11 SF Floor
3.90 SY Flooring	11.76 LF Floor Perimeter
23.92 LF Ceil. Perimeter	

Door
2' X 6' 8"
Opens into BEDROOM_2
Door
2' X 6' 8"
Opens into BEDROOM_1


Subroom: Offset (1)

Height: 8'

160.00 SF Walls	29.28 SF Ceiling
189.28 SF Walls & Ceiling	29.28 SF Floor
3.25 SY Flooring	9.17 LF Floor Perimeter
21.67 LF Ceil. Perimeter	

Door
2' X 6' 8"
Opens into BATHROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
10. Apply anti-microbial agent to the floor	64.38 SF	0.18	1.13	12.72	(0.00)	12.72
11. Tear out non-salvageable tile floor & bag - Cat 3 water	42.38 SF	3.68	15.21	171.17	(0.00)	171.17
12. Remove 1/2" Cement board	42.38 SF	0.58	2.40	26.98	(0.00)	26.98
14. Toilet - Detach	1.00 EA	33.10	3.23	36.33	(0.00)	36.33
15. Interior door slab only - Detach	1.00 EA	4.37	0.43	4.80	(0.00)	4.80
16. Tear out wet drywall, cleanup, bag, per LF - up to 2' tall	3.00 LF	2.54	0.74	8.36	(0.00)	8.36
17. Tear out trim and bag for disposal - up to Cat 3	20.92 LF	0.68	1.39	15.62	(0.00)	15.62
18. Remove Base shoe	20.92 LF	0.13	0.27	2.99	(0.00)	2.99
20. Air mover (per 24 hour period) - No monitoring 4 air movers, 3 days	12.00 EA	26.01	30.43	342.55	(0.00)	342.55



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CONTINUED - Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Totals: Bathroom			55.23	621.52	0.00	621.52

Crawlspace

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
21. Apply anti-microbial agent to the surface area	320.00 SF	0.18	5.62	63.22	(0.00)	63.22
22. Air mover (per 24 hour period) - No monitoring 2 air movers, 3 days	6.00 EA	26.01	15.22	171.28	(0.00)	171.28
Totals: Crawlspace			20.84	234.50	0.00	234.50
Total: Main Level			243.19	2,737.39	0.00	2,737.39

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
8. General labor - labor minimum	1.00 EA	7.06	0.69	7.75	(0.00)	7.75
13. Tile floor covering labor minimum	1.00 EA	130.13	12.69	142.82	(0.00)	142.82
19. Finish carpentry labor minimum	1.00 EA	112.81	11.00	123.81	(0.00)	123.81
Totals: Labor Minimums Applied			24.38	274.38	0.00	274.38
Line Item Totals: CITY_OF_FAY_983_LEWI			319.88	3,600.58	0.00	3,600.58

Grand Total Areas:

1,741.62 SF Walls	512.39 SF Ceiling	2,254.01 SF Walls and Ceiling
512.39 SF Floor	56.93 SY Flooring	193.42 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	255.76 LF Ceil. Perimeter
512.39 Floor Area	573.77 Total Area	1,741.62 Interior Wall Area
952.72 Exterior Wall Area	107.83 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

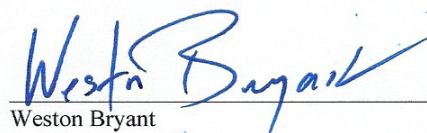


ServiceMaster by Quality Restoration

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(479) 756-4169

Summary for Dwelling

Line Item Total	3,280.70
Total Sales Tax	319.88
Replacement Cost Value	\$3,600.58
Net Claim	\$3,600.58


Weston Bryant

4208 Johnson Rd.
Springdale, AR 72762
(479) 756-4169



1

1-DSCF9765

Date Taken: 5/1/2019

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2

2-DSCF9766

Date Taken: 5/1/2019

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3

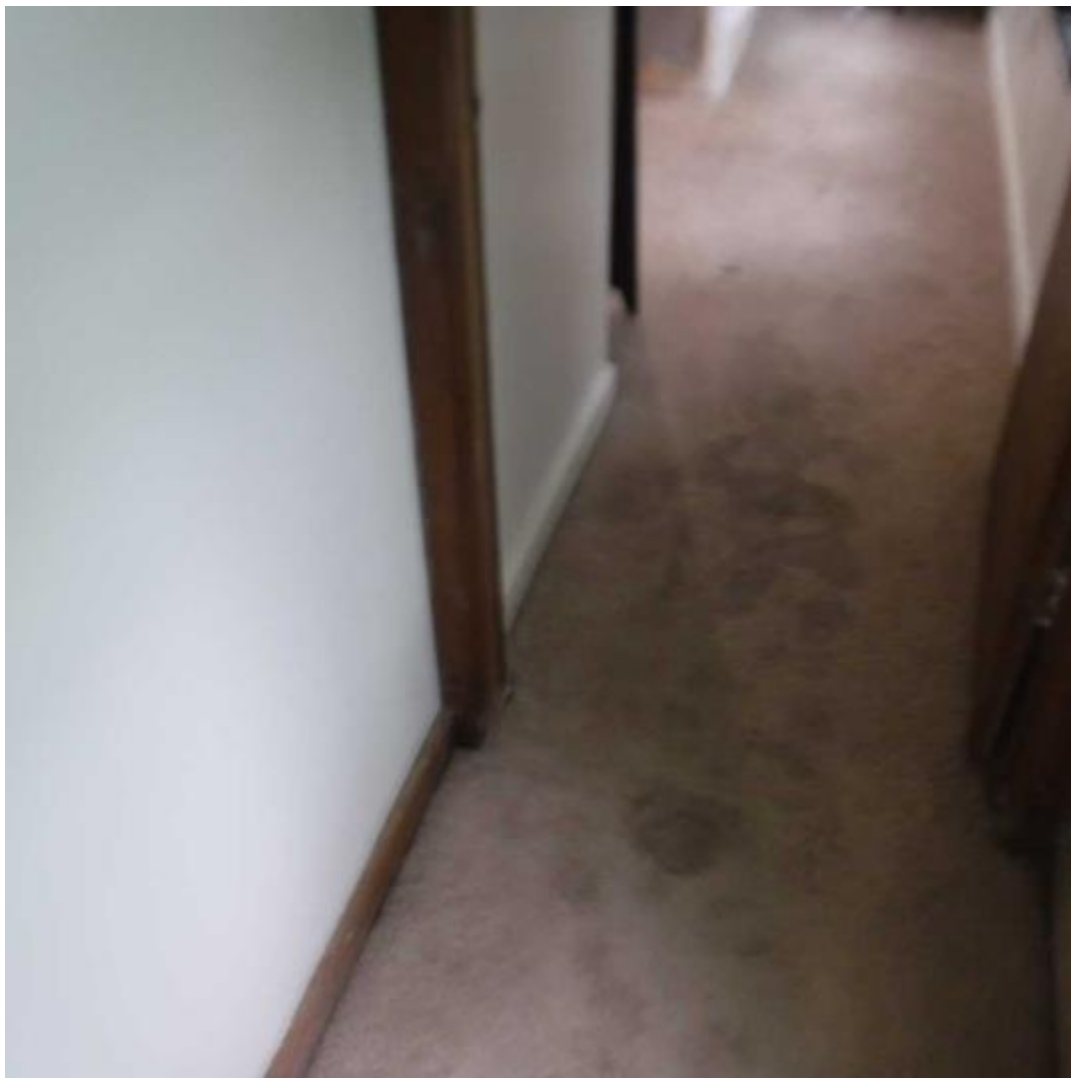
3-DSCF9767

Date Taken: 5/1/2019



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4

4-DSCF9768

Date Taken: 5/1/2019



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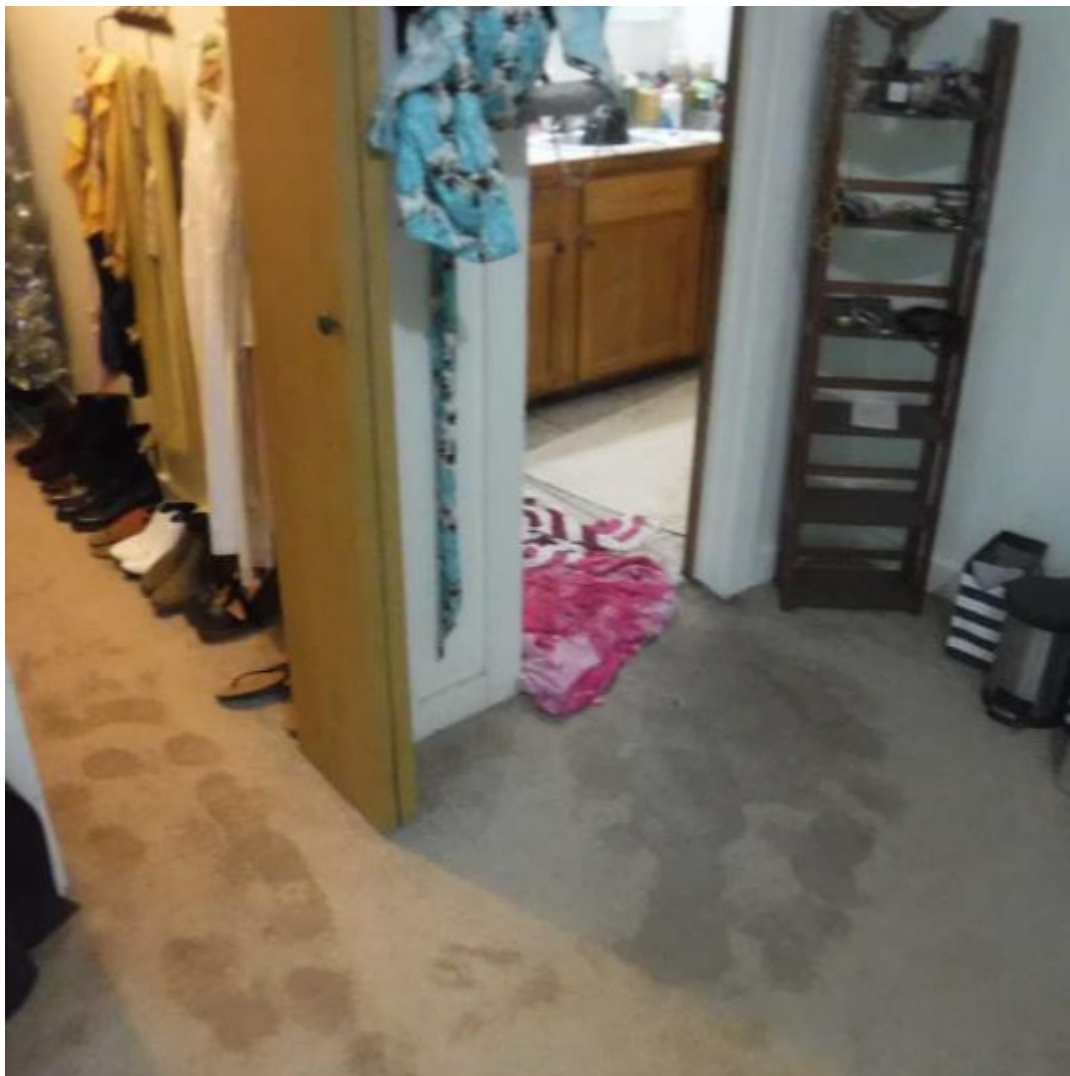


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5-DSCF9769

Date Taken: 5/1/2019

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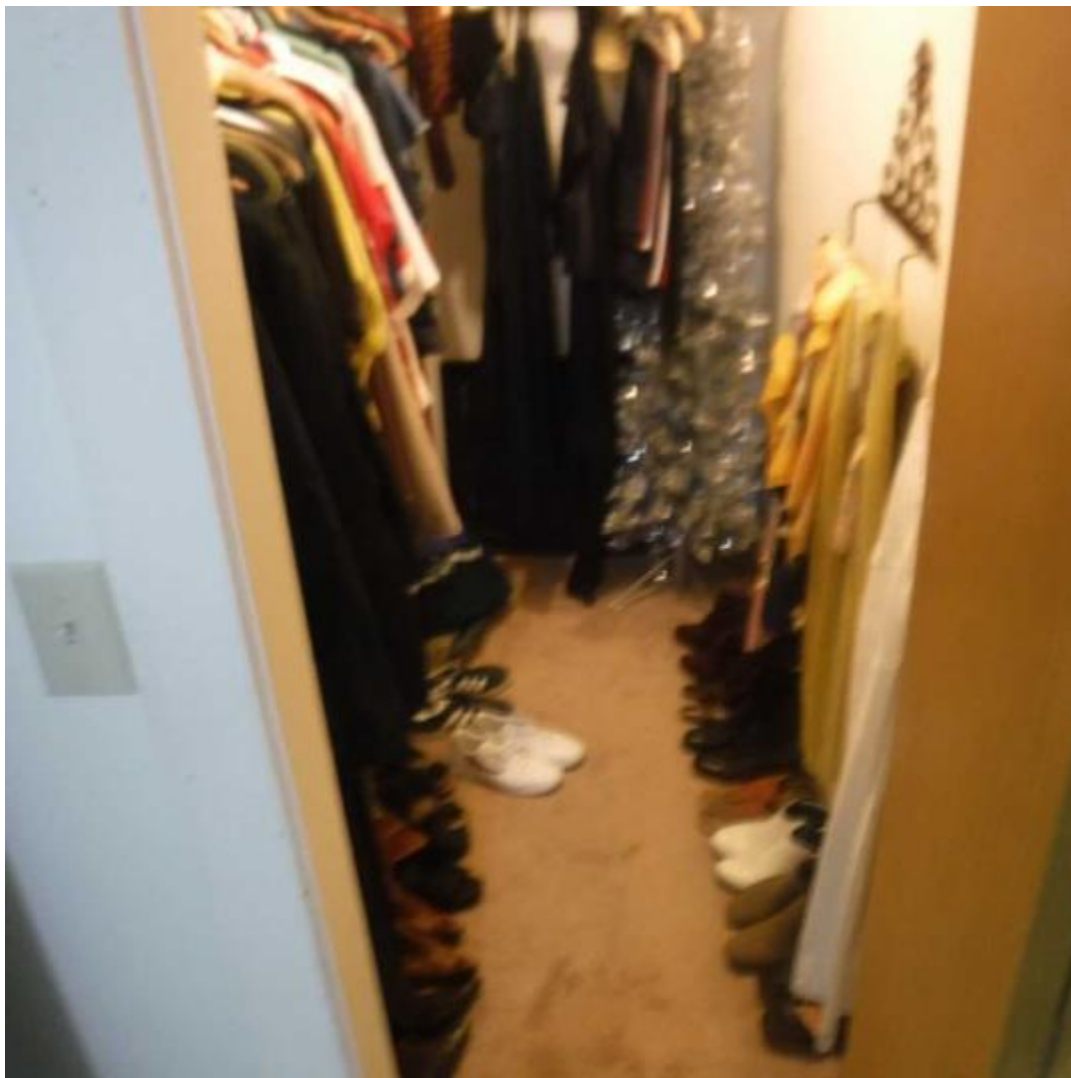


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6-DSCF9770

Date Taken: 5/1/2019

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7

7-DSCF9771

Date Taken: 5/1/2019

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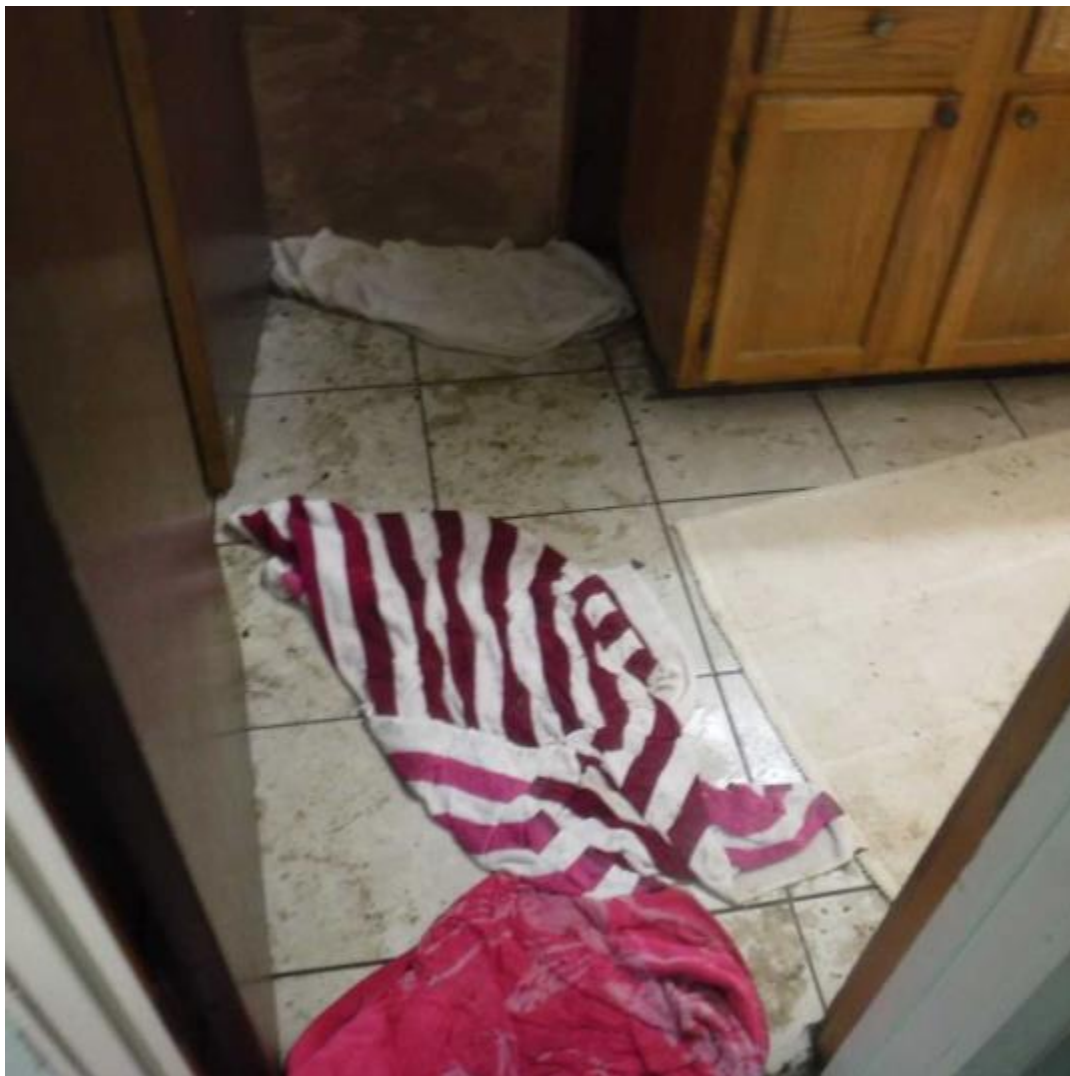


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8-DSCF9772

Date Taken: 5/1/2019

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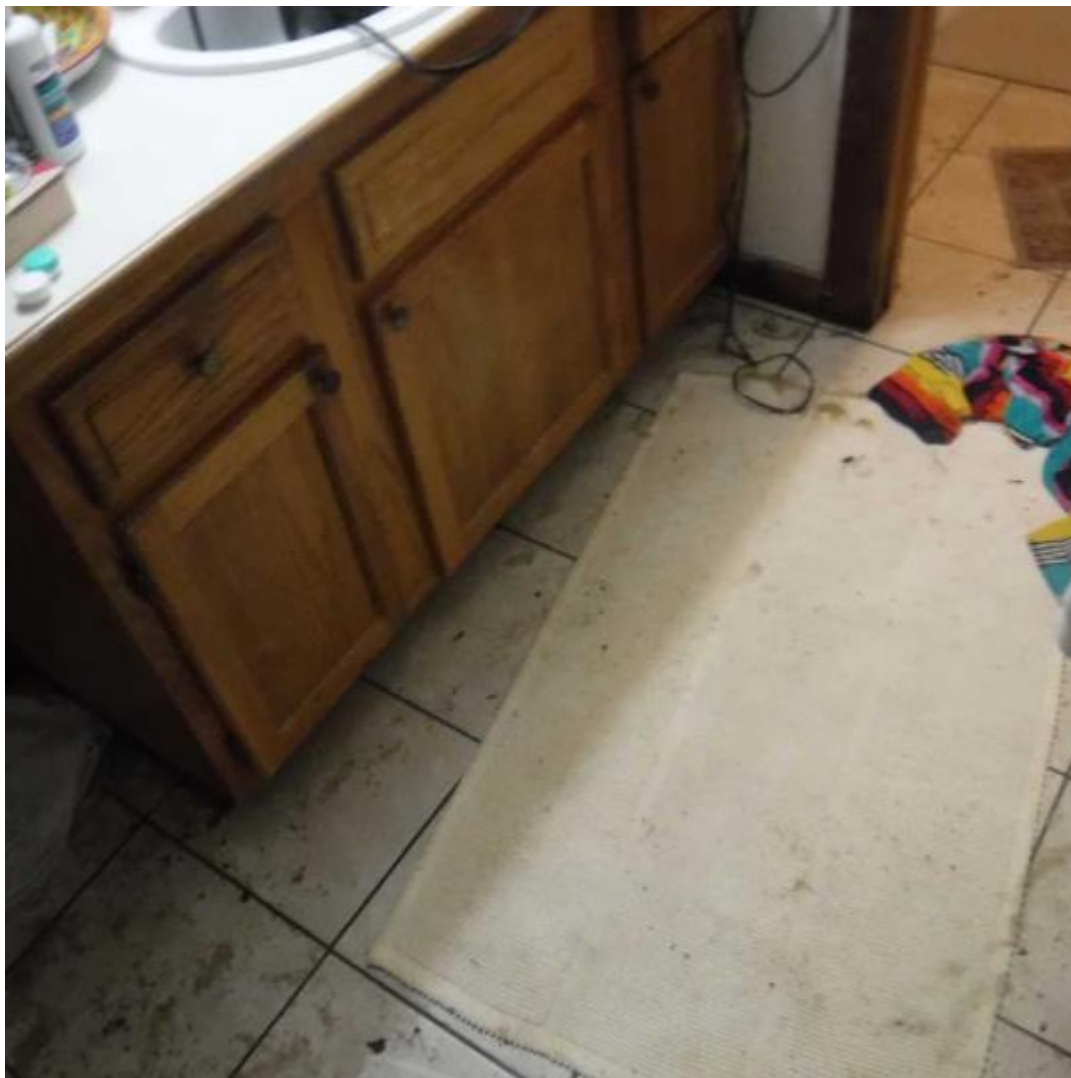


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9-DSCF9773

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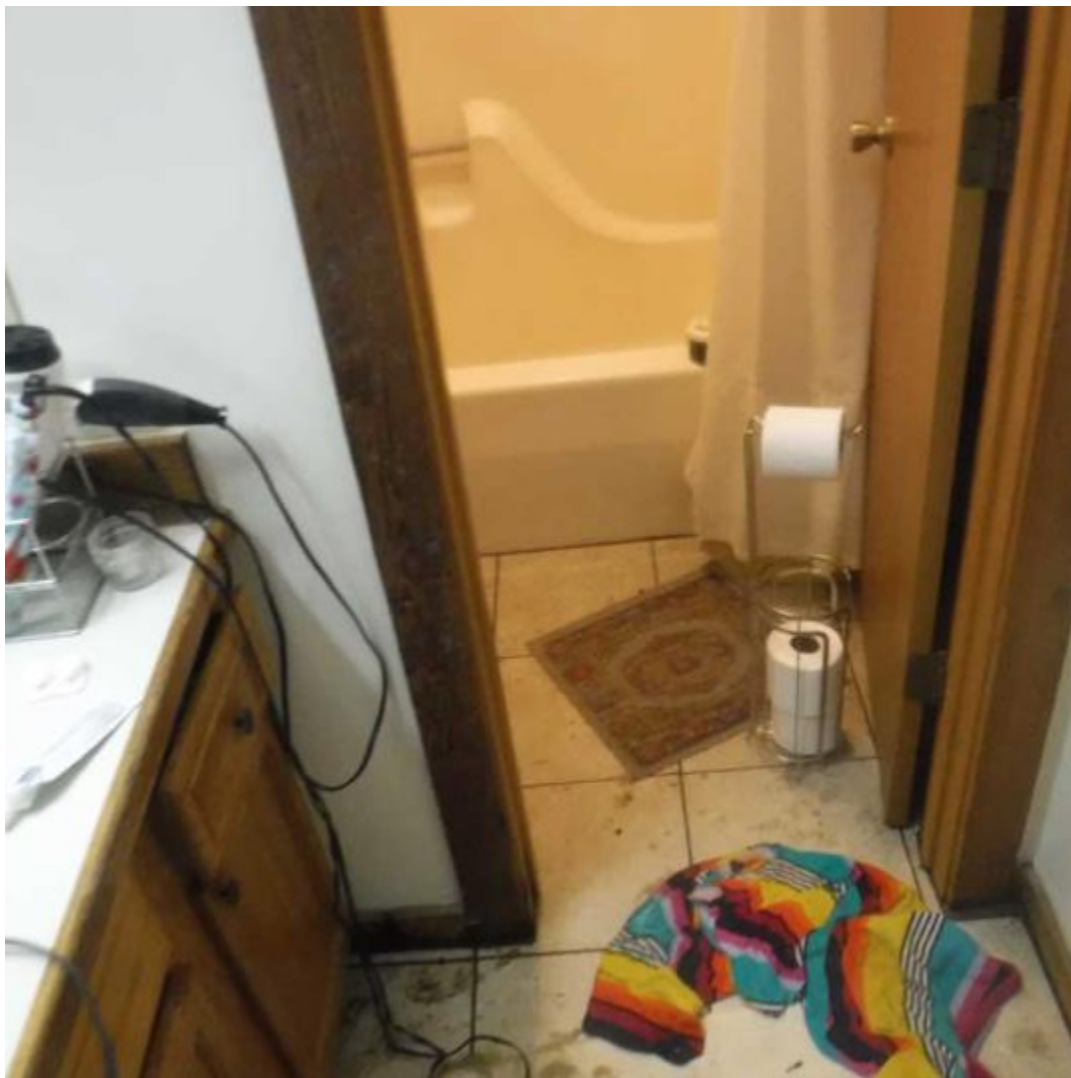
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10 10-DSCF9774

Date Taken: 5/1/2019

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11 11-DSCF9775

Date Taken: 5/1/2019

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12 12-DSCF9776

Date Taken: 5/1/2019

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13 13-DSCF9777

Date Taken: 5/1/2019

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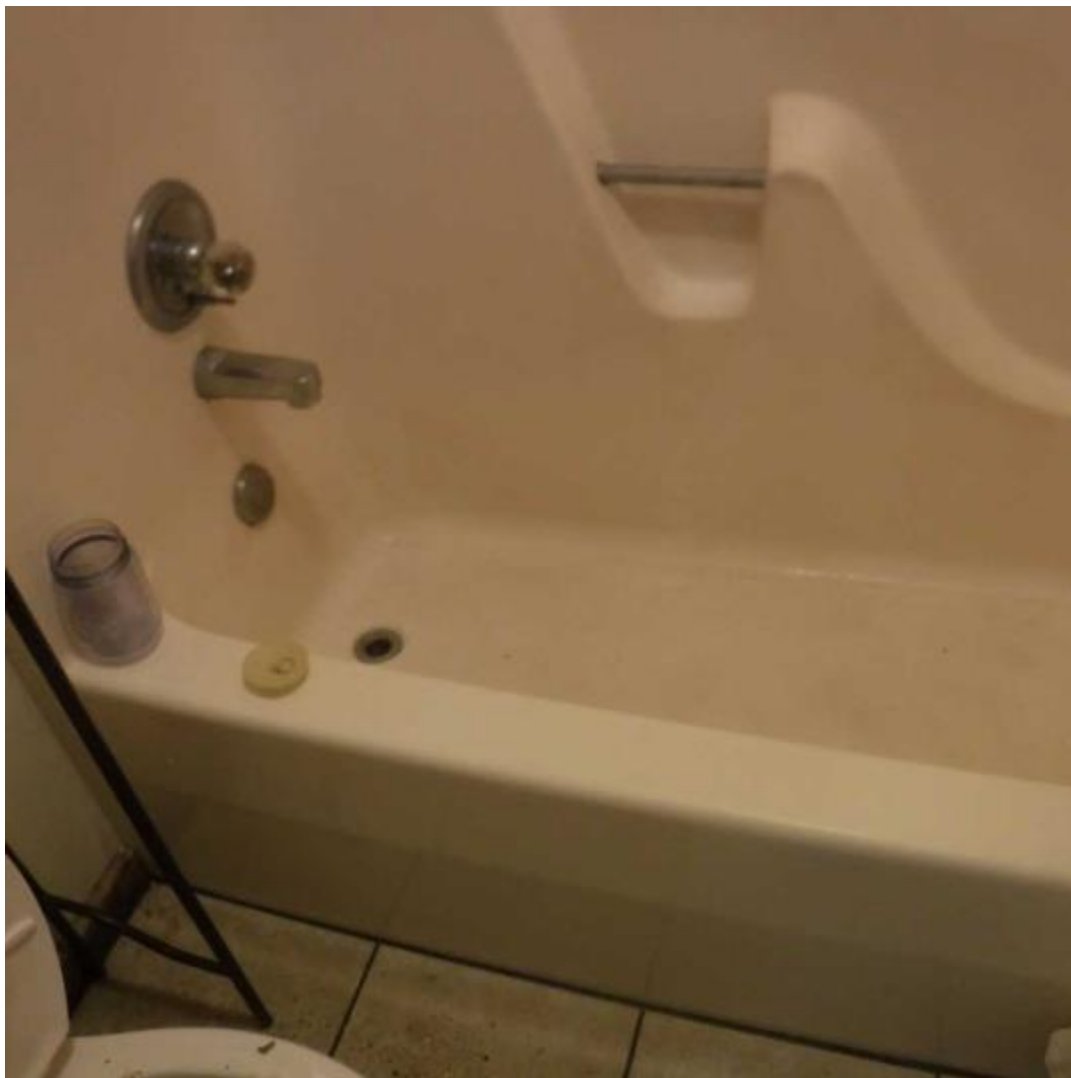
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Date Taken: 5/1/2019



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15 15-DSCF9779

Date Taken: 5/1/2019



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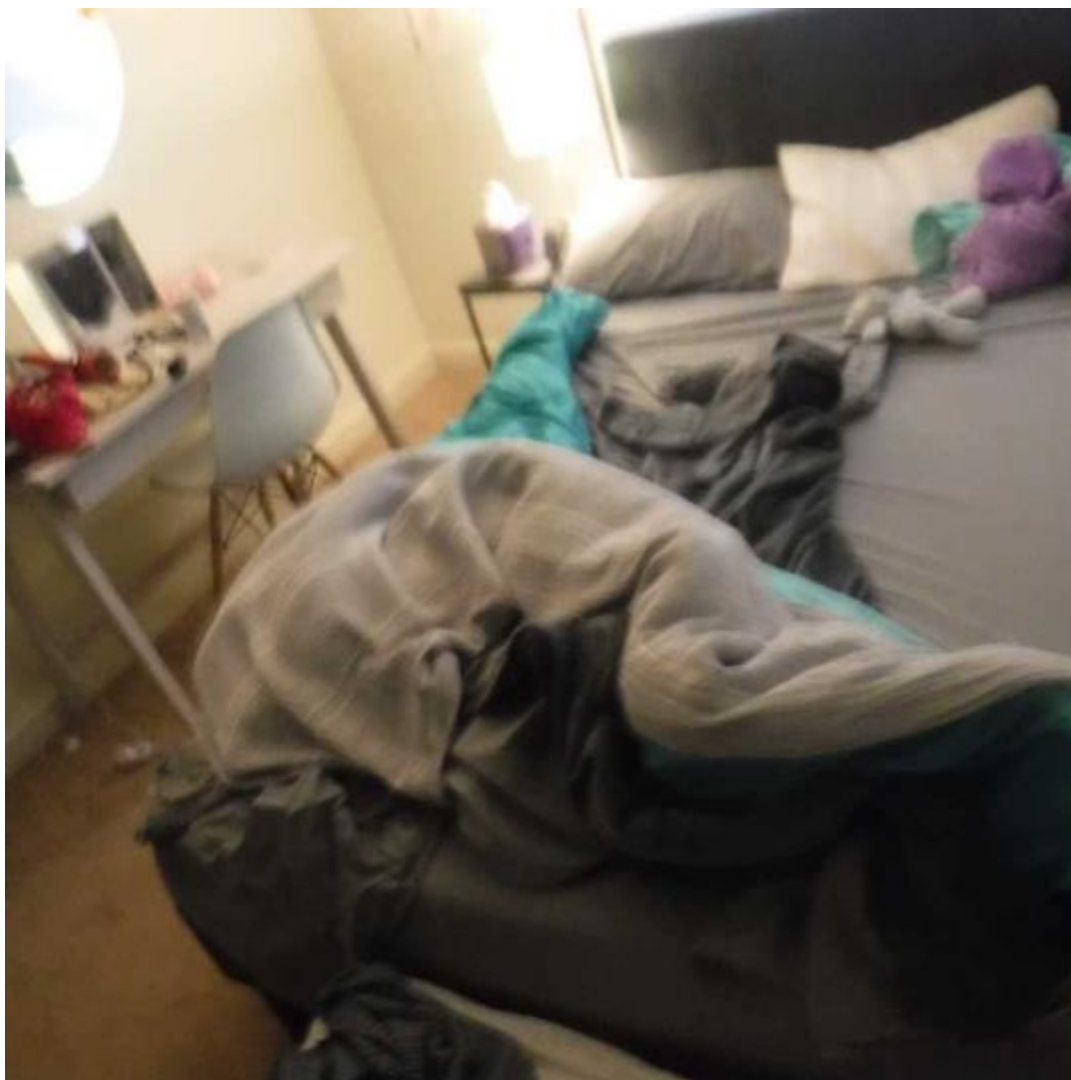


16

16-DSCF9780

Date Taken: 5/1/2019

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17 17-DSCF9781

Date Taken: 5/1/2019

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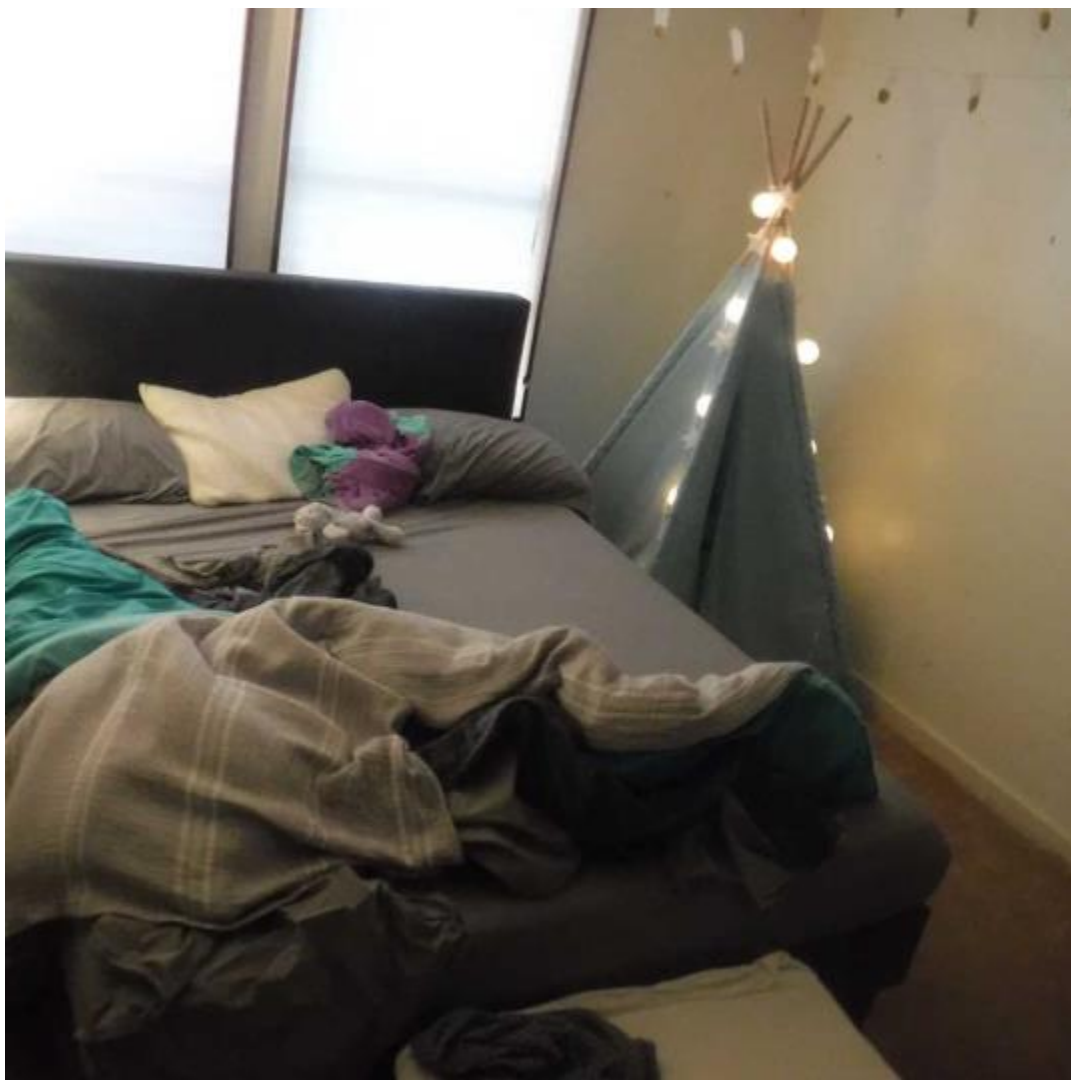


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18-DSCF9782

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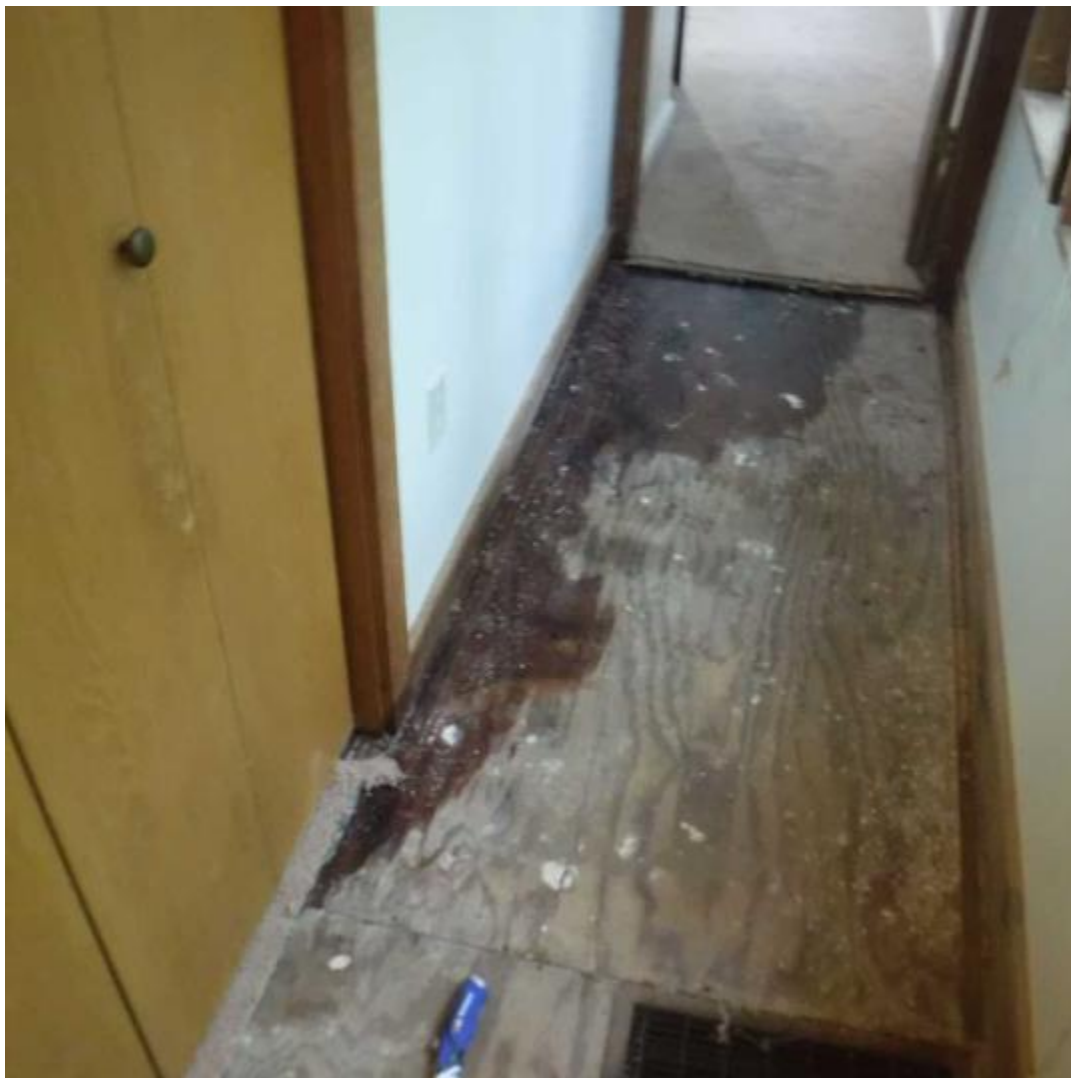
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19 19-DSCF9783

Date Taken: 5/1/2019

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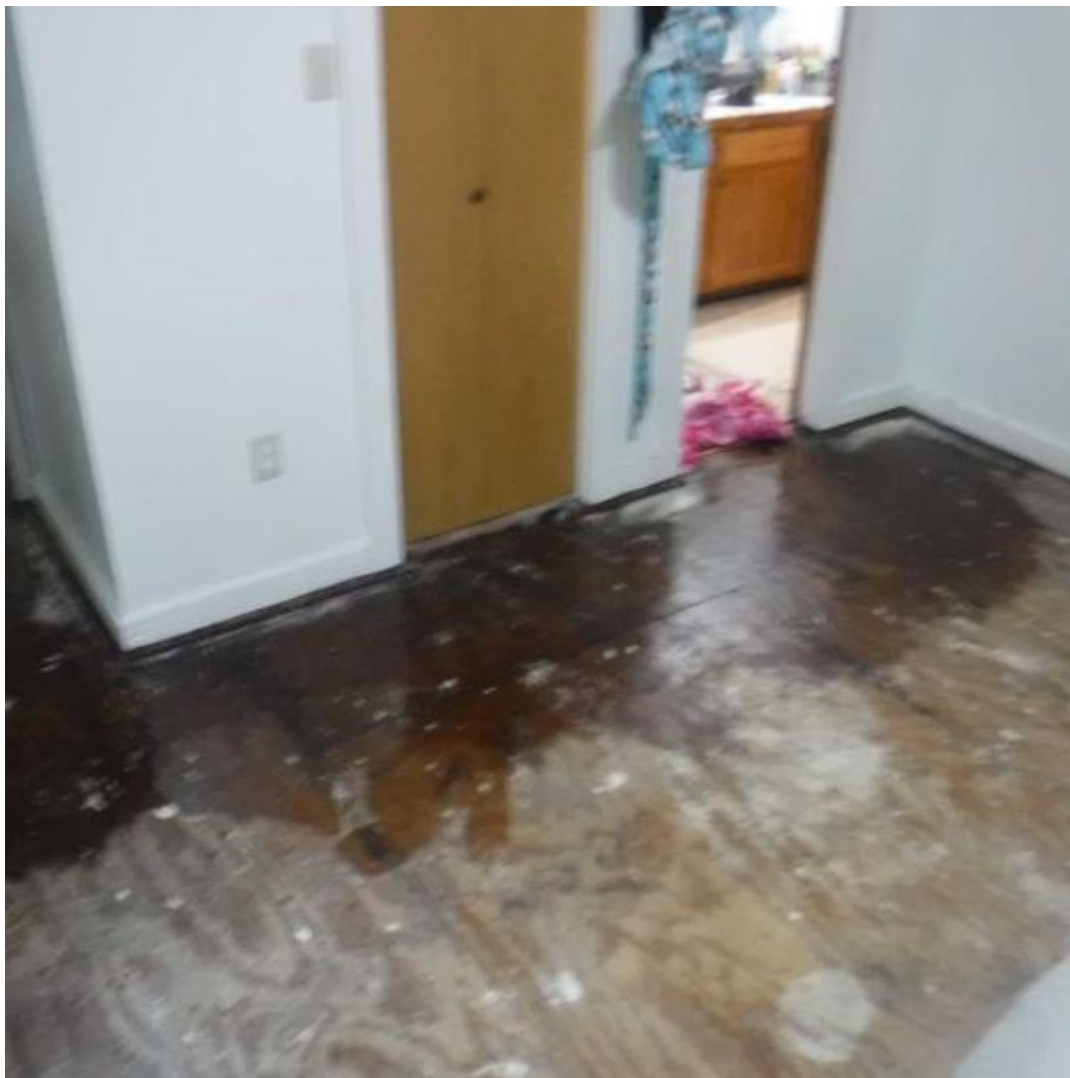


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20-DSCF9784

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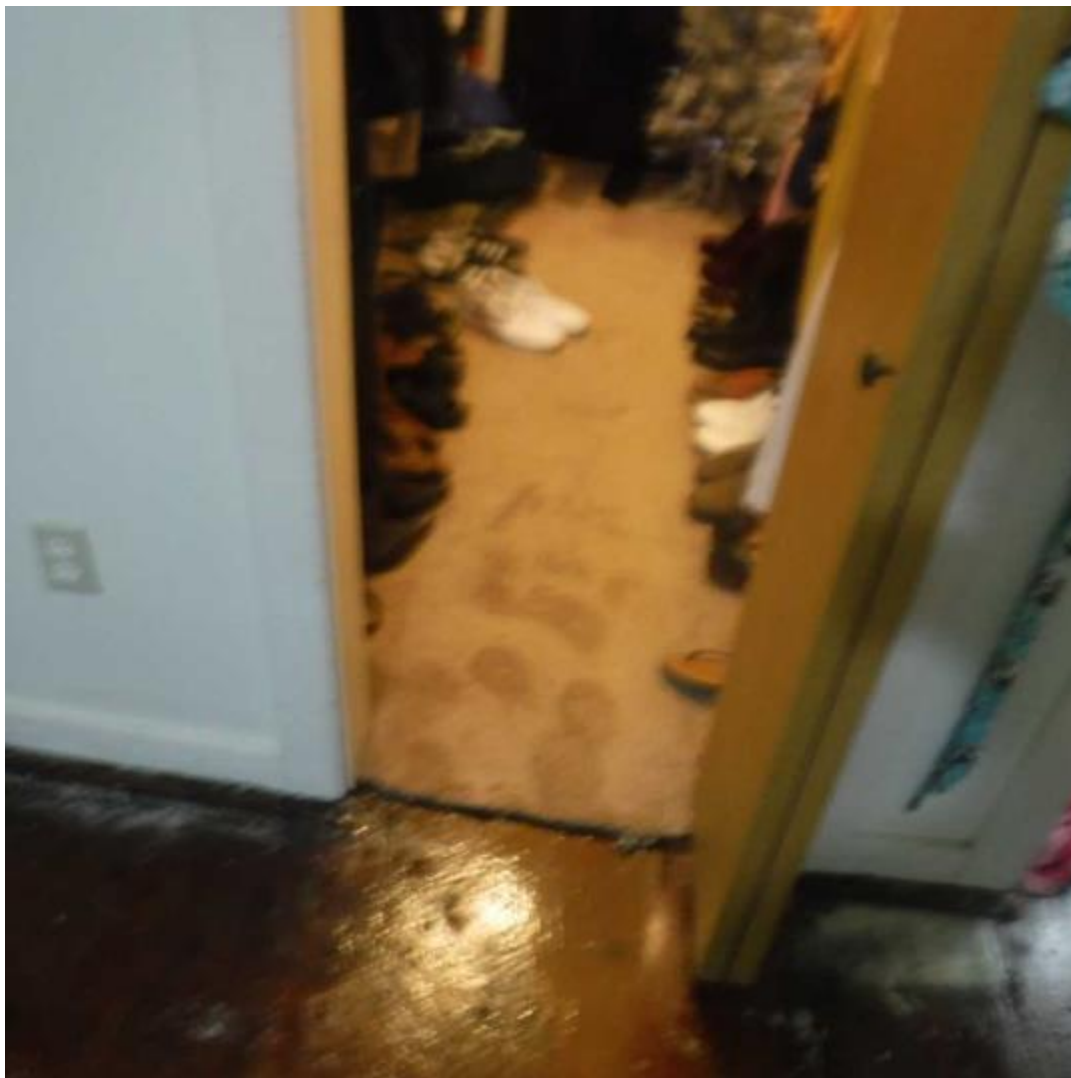
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21 21-DSCF9785

Date Taken: 5/1/2019

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22

22-DSCF9786

Date Taken: 5/1/2019

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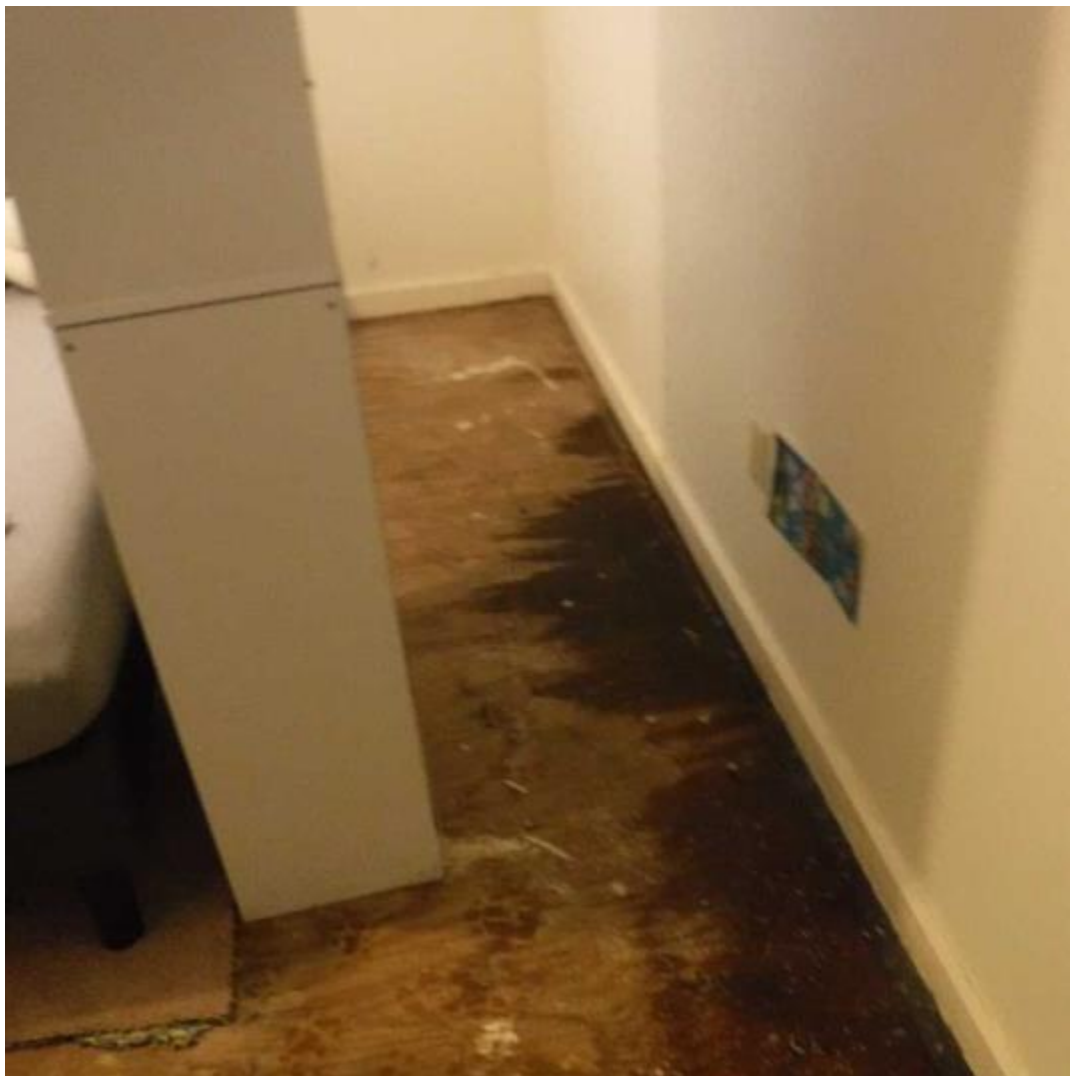


23

23-DSCF9787

Date Taken: 5/1/2019

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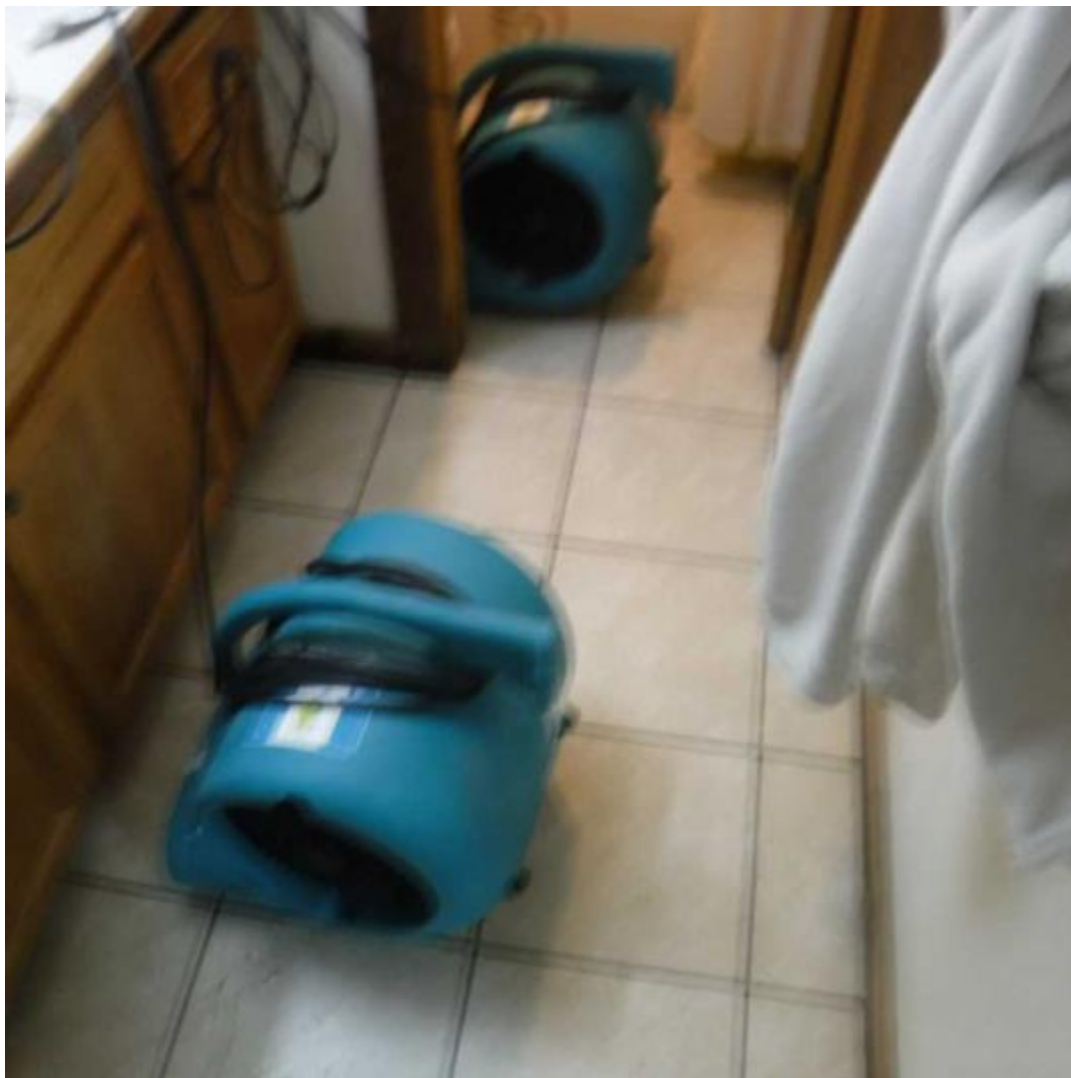


24

24-DSCF9788

Date Taken: 5/1/2019

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25

25-DSCF9789

Date Taken: 5/1/2019

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26

26-DSCF9790

Date Taken: 5/1/2019

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27

27-DSCF9791

Date Taken: 5/1/2019

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Springdale, AR 72762
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28

28-DSCF9809

Date Taken: 5/3/2019

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(479) 756-4169



29

29-DSCF9810

Date Taken: 5/3/2019

4208 Johnson Rd.
Springdale, AR 72762
(479) 756-4169

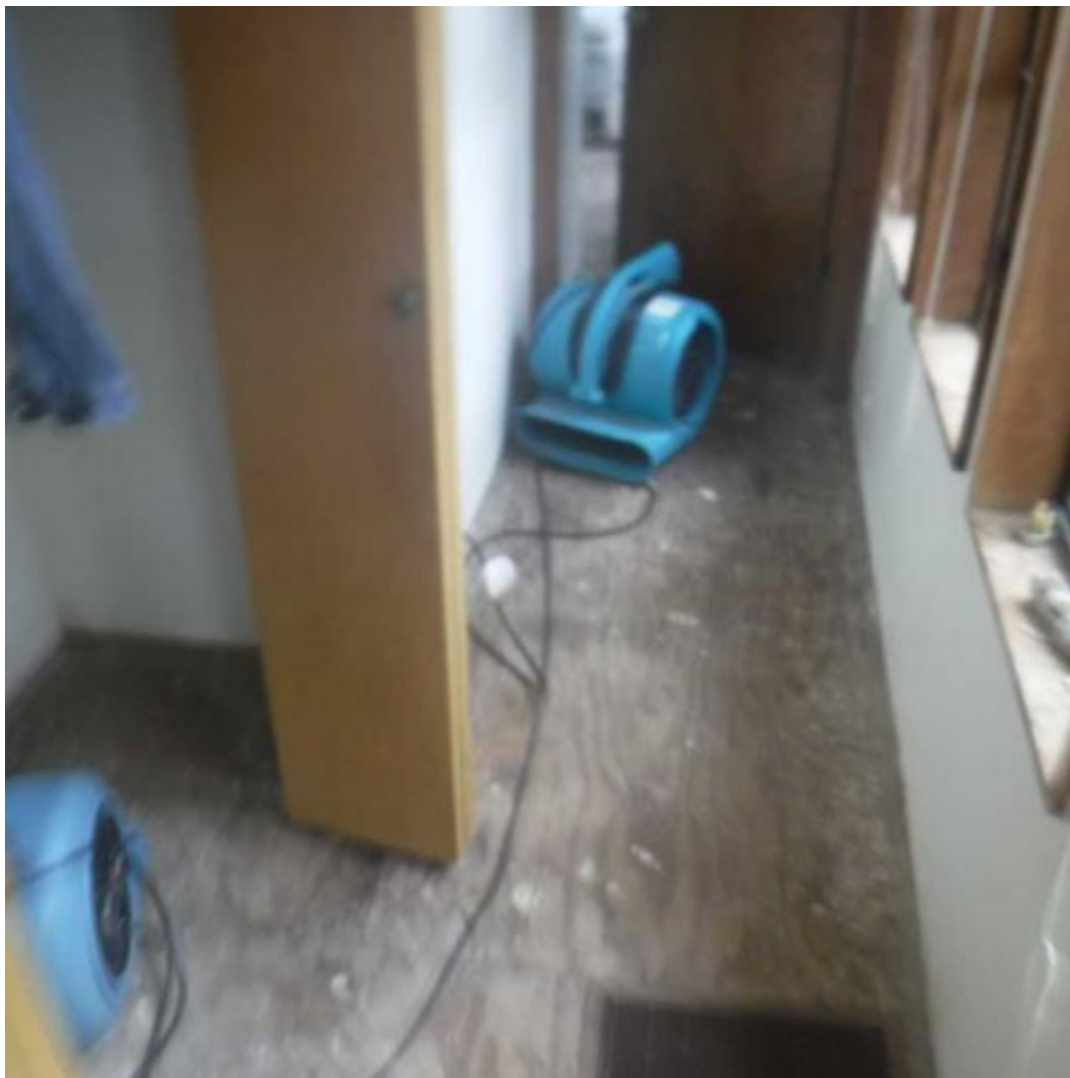


30

30-DSCF9812

Date Taken: 5/3/2019

4208 Johnson Rd.
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31 31-DSCF9813

Date Taken: 5/3/2019

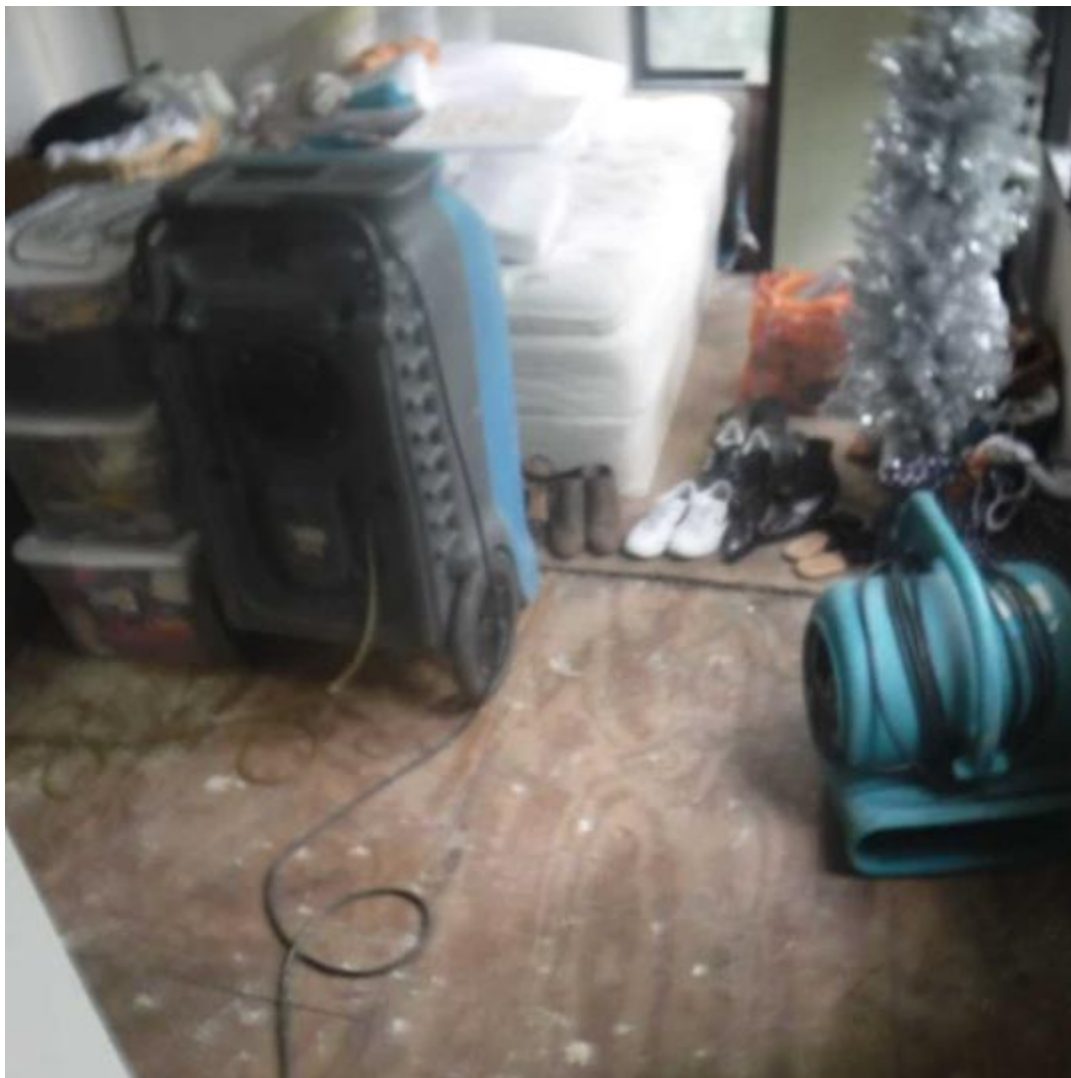
4208 Johnson Rd.
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(479) 756-4169



32 32-DSCF9814

Date Taken: 5/3/2019

4208 Johnson Rd.
Springdale, AR 72762
(479) 756-4169



33 33-DSCF9815

Date Taken: 5/3/2019

4208 Johnson Rd.
Springdale, AR 72762
(479) 756-4169



34

34-DSCF9816

Date Taken: 5/3/2019

4208 Johnson Rd.
Springdale, AR 72762
(479) 756-4169



35 35-DSCF9817

Date Taken: 5/3/2019



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36

36-DSCF9818

Date Taken: 5/3/2019

4208 Johnson Rd.
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(479) 756-4169



37 37-DSCF9819

Date Taken: 5/3/2019

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(479) 756-4169



38

38-DSCF9820

Date Taken: 5/3/2019

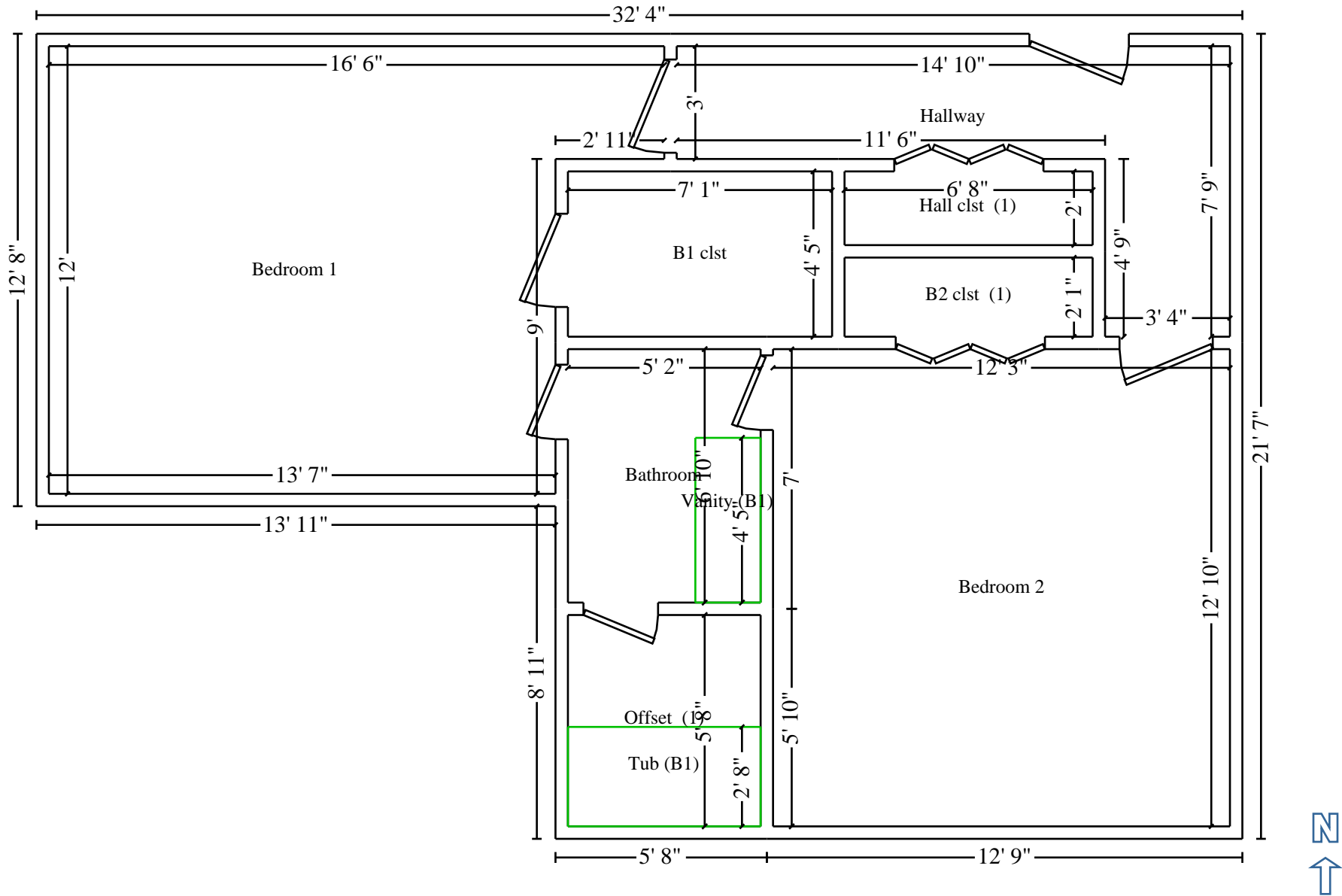
4208 Johnson Rd.
Springdale, AR 72762
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39

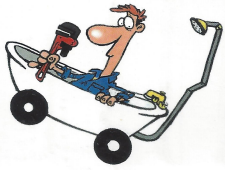
39-DSCF9821

Date Taken: 5/3/2019



Main Level

Accelerate Plumbing and Backflow



12994 Knight Lane
Lowell, AR 72745

Invoice

Date	Job #
4/28/2019	784575

Bill To
city of fayetteville 2

Work Location
983 lewis fayetteville ar

P.O. No.	Terms	Project

Item	Quantity	Description	Rate	Amount
14 Plumbing		reset stool	100.00	100.00
Thank you for your business.			Total	\$100.00

Backflow testing and repair
Commercial and Residential
New and Remodel

NORTHWEST RESTORATION, INC.

1380 N. Oak Grove Road
Springdale, AR 72762
Phone: 479-750-7821
Fax: 479-750-7834
adavis@northwestrestoration.com
Tax ID: 71-08-22298

Client: Hoskins, Phillip
Property: 983 North Lewis
Fayetteville, AR

Cellular: (479) 466-5821

Operator: JDAVIS

Estimator: DAVIS, JEFF
Business: 1416 OAK GROVE RD.
SPRINGDALE, AR 72762

Business: (479) 750-7821

Reference:
Company: NORTHWEST RESTORATION, INC.
Business: 1380 Oak Grove Road
Springdale, AR 72762

Business: (479) 750-7821

Type of Estimate: Sewage
Date Entered: 5/10/2019 Date Assigned:

Price List: ARFA8X_MAY19
Labor Efficiency: Restoration/Service/Remodel
Estimate: 11502-HOSKINS
File Number: 11502-Hoskins

NORTHWEST RESTORATION, INC.

1380 N. Oak Grove Road
Springdale, AR 72762
Phone: 479-750-7821
Fax: 479-750-7834
adavis@northwestrestoration.com
Tax ID: 71-08-22298

11502-HOSKINS**Main Level****Bedroom****Height: 8'****Subroom: clst 1 (1)****Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. R&R Carpet pad	208.72 SF @	0.84 =	175.33
3. R&R Carpet	208.72 SF @	3.67 =	766.01
4. Trim board - 1" x 4" - installed (cedar)	81.33 LF @	2.97 =	241.55
6. Paint baseboard - two coats	81.33 LF @	1.19 =	96.78
8. Content Manipulation charge - per hour	3.00 HR @	28.05 =	84.15

Bathroom**Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
10. 1/2" Cement board	35.42 SF @	3.04 =	107.68
12. Tile floor covering	35.42 SF @	7.97 =	282.30
13. Trim board - 1" x 4" - installed (cedar)	20.17 LF @	2.97 =	59.90
14. Paint baseboard - two coats	20.17 LF @	1.19 =	24.00

tlr**Height: 8'****Missing Wall****5' X 8'****Opens into SHWR**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
15. 1/2" Cement board	17.08 SF @	3.04 =	51.92
16. Tile floor covering	17.08 SF @	7.97 =	136.13
17. Trim board - 1" x 4" - installed (cedar)	4.83 LF @	2.97 =	14.35
18. Paint baseboard - two coats	4.83 LF @	1.19 =	5.75
33. Detach & Reset Toilet	1.00 EA @	180.68 =	180.68

Bedroom 2**Height: 8'****Subroom: clst 2 (1)****Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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NORTHWEST RESTORATION, INC.

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Fax: 479-750-7834
adavis@northwestrestoration.com
Tax ID: 71-08-22298

CONTINUED - Bedroom 2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
19. R&R Carpet pad	171.89 SF @	0.84 =	144.39
20. R&R Carpet	171.89 SF @	3.67 =	630.84
21. Trim board - 1" x 4" - installed (cedar)	67.33 LF @	2.97 =	199.97
22. Paint baseboard - two coats	67.33 LF @	1.19 =	80.12
23. Content Manipulation charge - per hour	3.00 HR @	28.05 =	84.15

Hall **Height: 8'**

Missing Wall **3' X 8'** **Opens into STAIRS**

Subroom: clst 3 (1) **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
24. R&R Carpet pad	74.39 SF @	0.84 =	62.49
25. R&R Carpet	74.39 SF @	3.67 =	273.01
26. Trim board - 1" x 4" - installed (cedar)	59.17 LF @	2.97 =	175.73
27. Paint baseboard - two coats	59.17 LF @	1.19 =	70.41

Stairs **Height: 16' 9"**

Missing Wall **3' X 16' 8 15/16"** **Opens into HALL**

Subroom: Stairs2 (1) **Height: 13'**

Missing Wall **3/4" X 12' 11 15/16"** **Opens into Exterior**

Missing Wall **3' X 12' 11 15/16"** **Opens into STAIRS1**

Missing Wall **7" X 12' 11 15/16"** **Opens into STAIRS1**

Missing Wall **0" X 12' 11 15/16"** **Opens into STAIRS**

Subroom: Stairs1 (2) **Height: 13'**

Missing Wall **3' X 12' 11 15/16"** **Opens into STAIRS**

Missing Wall **11" X 12' 11 15/16"** **Opens into STAIRS2**

Missing Wall **3' X 12' 11 15/16"** **Opens into STAIRS2**

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Tax ID: 71-08-22298

DESCRIPTION	QTY	UNIT PRICE	TOTAL
29. R&R Carpet pad	108.88 SF @	0.84 =	91.46
30. R&R Carpet	108.88 SF @	3.67 =	399.59
31. Step charge for "waterfall" carpet installation	16.00 EA @	4.50 =	72.00

Debris Removal

DESCRIPTION	QTY	UNIT PRICE	TOTAL
32. Tandem axle dump trailer - per load - including dump fees	1.00 EA @	182.81 =	182.81

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	TOTAL
34. Plumbing labor minimum	1.00 EA @	49.92 =	49.92

Grand Total Areas:

2,506.68 SF Walls	589.76 SF Ceiling	3,096.44 SF Walls and Ceiling
627.21 SF Floor	69.69 SY Flooring	284.75 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	282.04 LF Ceil. Perimeter
627.21 Floor Area	665.23 Total Area	2,025.33 Interior Wall Area
940.50 Exterior Wall Area	104.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

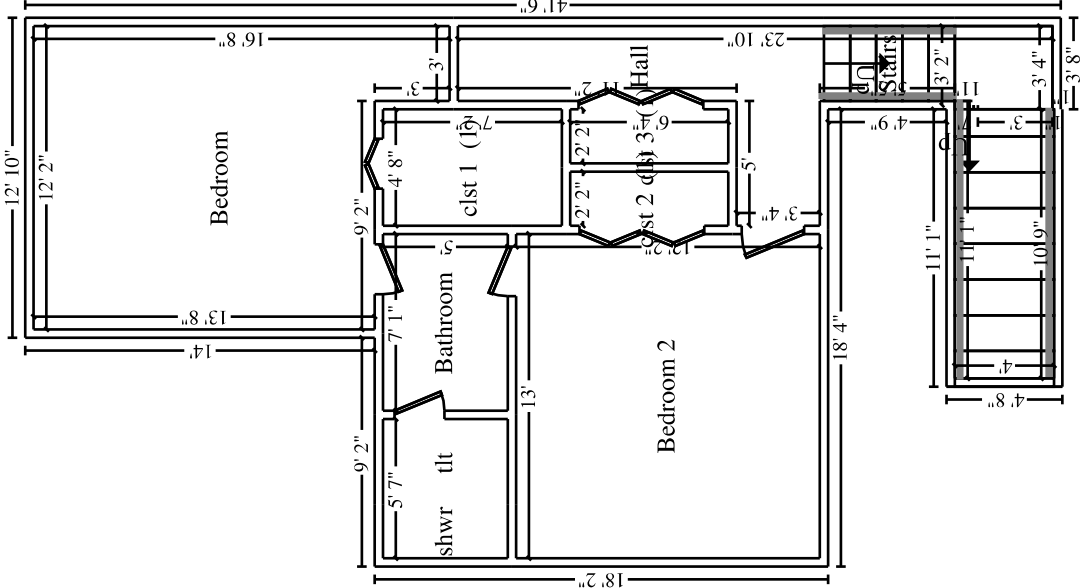
NORTHWEST RESTORATION, INC.

1380 N. Oak Grove Road
Springdale, AR 72762
Phone: 479-750-7821
Fax: 479-750-7834
adavis@northwestrestoration.com
Tax ID: 71-08-22298

Summary

Line Item Total	4,743.42
Material Sales Tax	46.66
Subtotal	4,790.08
Overhead	479.06
Profit	479.06
Service Sales Tax	364.91
Replacement Cost Value	\$6,113.11
Net Claim	\$6,113.11

DAVIS, JEFF





ServiceMaster by Quality Restoration

4208 Johnson Rd.
Springdale, AR 72762
(479) 756-4169

Insured: City of Fayetteville
Property: 983 Lewis
Fayetteville, AR 72701

Claim Rep.: Weston Bryant

Business: (479) 530-6081
E-mail: weston.bryant@servicemasterqr.com

Estimator: Weston Bryant

Business: (479) 530-6081
E-mail: weston.bryant@servicemasterqr.com

Claim Number:

Policy Number:

Type of Loss: Sewage

Date Contacted: 4/30/2019

Date of Loss: 4/30/2019

Date Inspected: 4/30/2019

Date Received: 4/30/2019

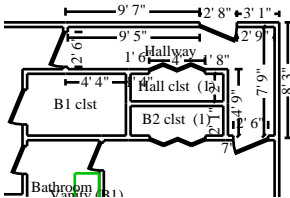
Date Entered: 5/6/2019 4:40 PM

Price List: ARFA8X_APR19
Restoration/Service/Remodel

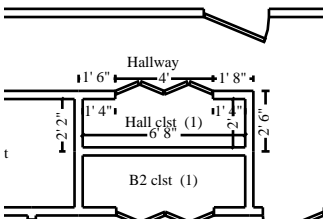
Estimate: CITY_OF_FAY_983_REP

Thank you for allowing ServiceMaster by Quality Restoration to meet your mitigation needs.

Tax ID: 20-1283784
PSP Code: 215592

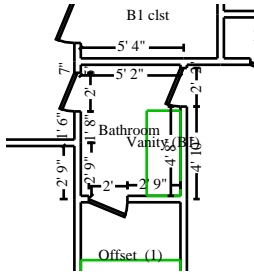
CITY_OF_FAY_983_REP
Main Level


Hallway		Height: 8'
284.17 SF Walls	60.80 SF Ceiling	
344.97 SF Walls & Ceiling	60.80 SF Floor	
6.76 SY Flooring	33.58 LF Floor Perimeter	
45.24 LF Ceil. Perimeter		
Door	2' 6" X 6' 8"	Opens into BEDROOM_2
Door	2' 8" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into BEDROOM_1

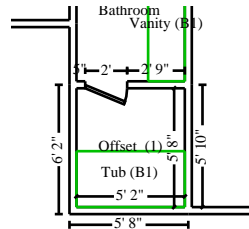


Subroom: Hall clst (1)		Height: 8'
111.39 SF Walls	13.15 SF Ceiling	
124.54 SF Walls & Ceiling	13.15 SF Floor	
1.46 SY Flooring	13.26 LF Floor Perimeter	
17.26 LF Ceil. Perimeter		
Door	4' X 6' 8"	Opens into HALLWAY

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
7. Content Manipulation charge - per hour	0.25 HR	28.05	0.82	1.40	9.23	(0.00)	9.23
42. Tackless strip - per LF	46.83 LF	0.47	2.58	4.40	28.99	(0.00)	28.99
44. Carpet	85.04 SF	3.11	30.95	52.90	348.32	(0.00)	348.32
15 % waste added for Carpet.							
45. Carpet pad	73.95 SF	0.59	5.10	8.72	57.45	(0.00)	57.45
46. Baseboard - 3 1/4"	46.83 LF	2.15	11.78	20.14	132.60	(0.00)	132.60
47. Paint baseboard - two coats	46.83 LF	0.96	5.26	9.00	59.22	(0.00)	59.22
49. Mask and prep for paint - plastic, paper, tape (per LF)	46.83 LF	0.96	5.26	9.00	59.22	(0.00)	59.22
Totals: Hallway			61.75	105.56	695.03	0.00	695.03


Bathroom
Height: 8'

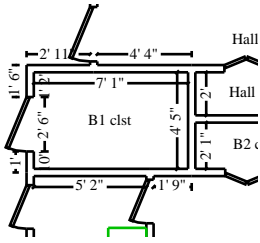
151.38 SF Walls	35.11 SF Ceiling
186.49 SF Walls & Ceiling	35.11 SF Floor
3.90 SY Flooring	11.76 LF Floor Perimeter
23.92 LF Ceil. Perimeter	

Door
2' X 6' 8"
Opens into BEDROOM_2
Door
2' X 6' 8"
Opens into BEDROOM_1

Subroom: Offset (1)
Height: 8'

160.00 SF Walls	29.28 SF Ceiling
189.28 SF Walls & Ceiling	29.28 SF Floor
3.25 SY Flooring	9.17 LF Floor Perimeter
21.67 LF Ceil. Perimeter	

Door
2' X 6' 8"
Opens into BATHROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
12. Remove 1/2" Cement board	42.38 SF	0.58	2.88	4.92	32.38	(0.00)	32.38
17. Baseboard - 3 1/4"	20.92 LF	2.15	5.27	9.00	59.25	(0.00)	59.25
18. Base shoe	20.92 LF	0.91	2.23	3.80	25.07	(0.00)	25.07
50. Re-skin toe kick	5.00 LF	6.33	3.71	6.34	41.70	(0.00)	41.70
53. Paint baseboard - two coats	20.92 LF	0.96	2.35	4.02	26.45	(0.00)	26.45
54. Seal & paint base shoe or quarter round	20.92 LF	0.54	1.32	2.26	14.88	(0.00)	14.88
55. Mask and prep for paint - plastic, paper, tape (per LF)	20.92 LF	0.96	2.35	4.02	26.45	(0.00)	26.45
56. Paint the walls - one coat	311.38 SF	0.45	16.39	28.02	184.53	(0.00)	184.53
57. Tile floor covering	42.38 SF	7.46	36.98	63.24	416.37	(0.00)	416.37
58. Detach & Reset Toilet	1.00 EA	180.68	21.14	36.14	237.96	(0.00)	237.96
60. 1/2" - drywall per LF - up to 2' tall	3.00 LF	5.25	1.85	3.16	20.76	(0.00)	20.76
62. Interior door unit	1.00 EA	146.00	17.09	29.20	192.29	(0.00)	192.29
63. 1/2" Cement board	42.38 SF	3.04	15.07	25.76	169.67	(0.00)	169.67
64. R&R Outlet or switch cover	3.00 EA	2.38	0.83	1.44	9.41	(0.00)	9.41
Totals: Bathroom			129.46	221.32	1,457.17	0.00	1,457.17



B1 clst

Height: 8'

167.57 SF Walls	31.39 SF Ceiling
198.97 SF Walls & Ceiling	31.39 SF Floor
3.49 SY Flooring	20.53 LF Floor Perimeter
23.03 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into BEDROOM_1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
26. Content Manipulation charge - per hour	0.25 HR	28.05	0.82	1.40	9.23	(0.00)	9.23
67. Carpet 15 % waste added for Carpet.	36.10 SF	3.11	13.14	22.46	147.87	(0.00)	147.87
68. Carpet pad	31.39 SF	0.59	2.17	3.70	24.39	(0.00)	24.39
69. Baseboard - 3 1/4"	20.53 LF	2.15	5.16	8.82	58.12	(0.00)	58.12
70. Paint baseboard - two coats	20.53 LF	0.96	2.30	3.94	25.95	(0.00)	25.95
71. Mask and prep for paint - plastic, paper, tape (per LF)	20.53 LF	0.96	2.30	3.94	25.95	(0.00)	25.95
72. Tackless strip - per LF	20.53 LF	0.47	1.13	1.94	12.72	(0.00)	12.72

Totals: B1 clst

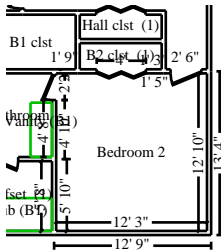
27.02

46.20

304.23

0.00

304.23



Bedroom 2

Height: 8'

344.05 SF Walls	156.74 SF Ceiling
500.79 SF Walls & Ceiling	156.74 SF Floor
17.42 SY Flooring	41.59 LF Floor Perimeter
50.09 LF Ceil. Perimeter	

Door

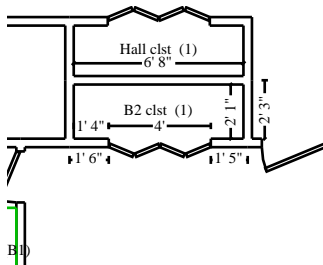
2' 6" X 6' 8"

Opens into HALLWAY

Door

2' X 6' 8"

Opens into BATHROOM



Subroom: B2 clst (1)

Height: 8'

113.72 SF Walls	14.11 SF Ceiling
127.83 SF Walls & Ceiling	14.11 SF Floor
1.57 SY Flooring	13.55 LF Floor Perimeter
17.55 LF Ceil. Perimeter	

Door

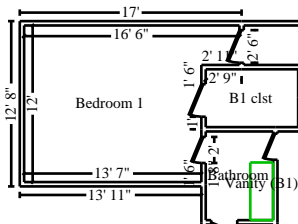
4' X 6' 8"

Opens into BEDROOM_2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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CONTINUED - Bedroom 2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
30. Tear out wet carpet pad, cut/bag - Category 3 water	94.00 SF	0.57	6.26	10.72	70.56	(0.00)	70.56
32. Content Manipulation charge - per hour	3.00 HR	28.05	9.84	16.84	110.83	(0.00)	110.83
73. Carpet 15 % waste added for Carpet.	196.48 SF	3.11	71.50	122.22	804.77	(0.00)	804.77
74. Remove Carpet	76.85 SF	0.19	1.70	2.92	19.22	(0.00)	19.22
75. Carpet pad	170.85 SF	0.59	11.80	20.16	132.76	(0.00)	132.76
76. Remove Carpet pad remaining pad	76.85 SF	0.08	0.72	1.24	8.11	(0.00)	8.11
77. Baseboard - 3 1/4"	55.14 LF	2.15	13.87	23.72	156.14	(0.00)	156.14
78. Paint baseboard - two coats	55.14 LF	0.96	6.19	10.58	69.70	(0.00)	69.70
79. Mask and prep for paint - plastic, paper, tape (per LF)	55.14 LF	0.96	6.19	10.58	69.70	(0.00)	69.70
Totals: Bedroom 2			128.07	218.98	1,441.79	0.00	1,441.79



Bedroom 1

Height: 8'

409.33 SF Walls
581.15 SF Walls & Ceiling
19.09 SY Flooring
57.00 LF Ceil. Perimeter
171.82 SF Ceiling
171.82 SF Floor
50.00 LF Floor Perimeter

Door **2' X 6' 8"** **Opens into BATHROOM**
Door **2' 6" X 6' 8"** **Opens into B1_CLST**
Door **2' 6" X 6' 8"** **Opens into HALLWAY**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
38. Content Manipulation charge - per hour	3.00 HR	28.05	9.84	16.84	110.83	(0.00)	110.83
80. Carpet 15 % waste added for Carpet.	197.59 SF	3.11	71.89	122.90	809.29	(0.00)	809.29
81. Carpet pad	171.82 SF	0.59	11.86	20.28	133.51	(0.00)	133.51
82. Tackless strip - per LF	12.00 LF	0.47	0.66	1.12	7.42	(0.00)	7.42
83. Remove Baseboard - 3 1/4" remove additional base and replace all to match	38.00 LF	0.33	1.46	2.50	16.50	(0.00)	16.50
84. Remove Carpet	95.82 SF	0.19	2.14	3.64	23.99	(0.00)	23.99



ServiceMaster by Quality Restoration

4208 Johnson Rd.
Springdale, AR 72762
(479) 756-4169

CONTINUED - Bedroom 1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
85. Remove Carpet pad	95.82 SF	0.08	0.90	1.54	10.11	(0.00)	10.11
86. Paint baseboard - two coats	50.00 LF	0.96	5.62	9.60	63.22	(0.00)	63.22
87. Mask and prep for paint - plastic, paper, tape (per LF)	50.00 LF	0.96	5.62	9.60	63.22	(0.00)	63.22
remove rest of carpet and pad that was not affected							
Totals: Bedroom 1			109.99	188.02	1,238.09	0.00	1,238.09

Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
88. Cleaning Technician - per hour post construction cleaning	16.00 HR	32.80	61.40	104.96	691.16	(0.00)	691.16
Totals: Miscellaneous			61.40	104.96	691.16	0.00	691.16
Total: Main Level			517.69	885.04	5,827.47	0.00	5,827.47

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
2. Water extract/remediation labor minimum*	1.00 EA	54.15	6.34	10.84	71.33	(0.00)	71.33
52. Cabinetry labor minimum*	1.00 EA	101.63	11.89	20.32	133.84	(0.00)	133.84
59. Plumbing labor minimum*	1.00 EA	49.92	5.84	9.98	65.74	(0.00)	65.74
61. Drywall labor minimum*	1.00 EA	198.24	23.20	39.64	261.08	(0.00)	261.08
66. Electrical labor minimum*	1.00 EA	150.99	17.66	30.20	198.85	(0.00)	198.85
Totals: Labor Minimums Applied			64.93	110.98	730.84	0.00	730.84
Line Item Totals: CITY_OF_FAY_983_REP			582.62	996.02	6,558.31	0.00	6,558.31



ServiceMaster by Quality Restoration

4208 Johnson Rd.
Springdale, AR 72762
(479) 756-4169

Grand Total Areas:

1,741.62	SF Walls	512.39	SF Ceiling	2,254.01	SF Walls and Ceiling
512.39	SF Floor	56.93	SY Flooring	193.42	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	255.76	LF Ceil. Perimeter
512.39	Floor Area	573.77	Total Area	1,741.62	Interior Wall Area
952.72	Exterior Wall Area	107.83	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



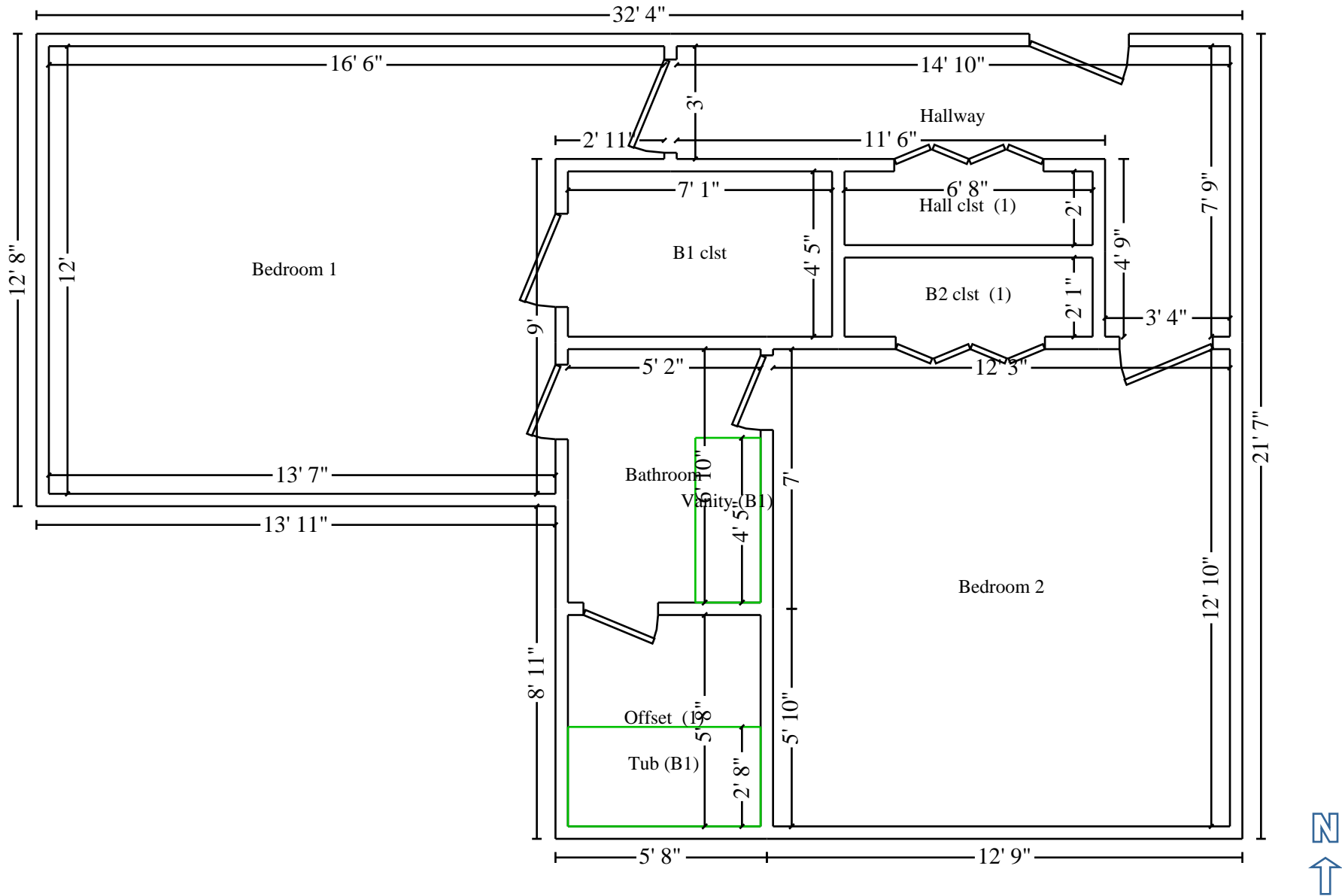
ServiceMaster by Quality Restoration

4208 Johnson Rd.
Springdale, AR 72762
(479) 756-4169

Summary for Dwelling

Line Item Total	4,979.67
Overhead	498.01
Profit	498.01
Total Sales Tax	582.62
	<hr/>
Replacement Cost Value	\$6,558.31
Net Claim	\$6,558.31
	<hr/> <hr/>

Weston Bryant



Main Level

Crossland Remodeling

18557 Habberton Road

Springdale Arkansas

72764

Office 479-439-0444

Text 479-313-5177

983 North Lewis Avenue Fayetteville Arkansas, water damage job.

I apologize we are unable to give you a quote at this time. We are just overwhelmed with our current workload. Please keep us in mind for future jobs.

Thanks Leeroy Crossland owner



Darrin Taylor
188 W Main #3
Farmington AR 72730



PHILLIP T HOSKINS
1874 MADISON 7755
HUNTSVILLE AR 72740-7151

Information as of June 29, 2018

Policyholder(s)

Page 1 of 2

Phillip T Hoskins

Policy number

815 378 442

Your Allstate agency is

Darrin Taylor

(479) 267-5700

DARRINTAYLOR@allstate.com



**Protect what makes
your house a home.**

TrueFit® life insurance offers customized coverage that could help your loved ones pay off the mortgage in the event you're no longer around. **Call me today.**

\$200,000 coverage

30-year term:* \$23.85 to \$38.28 per month

Welcome to Allstate!

Thank you for choosing Allstate for your House & Home insurance. We look forward to protecting what's important to you for many years.

Here's your insurance policy

Along with your new House & Home policy, we've included a guide to what's in this package and answers to some common questions.

How to contact us

Please give your Allstate Agent a call at (479) 267-5700 if you have any questions. It's our job to make sure you're in good hands.

Sincerely,

Julie Parsons
President, Allstate Vehicle and Property Insurance Company

NP210

*Term based on your estimated mortgage. Rates shown are for Preferred thru Standard Non-Smoker and based on Male, 25 as of the date above for Allstate TrueFit®, a term life insurance policy issued by Allstate Assurance Co., Home Office: Northbrook, IL (series ICC14AC1 or AC14-1); in New York, Allstate Life Insurance Co. of New York, Hauppauge, NY (series NYLU818). Rate quoted is set at company's sole discretion, subject to change and to insured meeting underwriting criteria. Other face amounts, guaranteed premium terms, or underwriting classes available, but will have different rates, which may be higher. Premium paid differs by payment mode. Medical exam may be required. Premiums are level for term period selected then increase annually to age 95. Policy exclusions, limitations and terms may affect coverage, renewal, cancellation, termination or other contractual rights and benefits.



Your Insurance Coverage Checklist

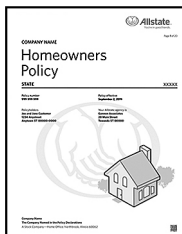
We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

- ☐ **What's in this package?**
 See the guide below for the documents that are included.
Next steps: review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.
- ☐ **What about my bill?**
 Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it.
 You can also pay your bill online at allstate.com or by calling 1-800-ALLSTATE (1-800-255-7828). Para español, llamar al 1-800-979-4285. If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule.
- ☐ **Am I getting all the discounts I should?**
 Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.
- ☐ **What if I have questions?**
 You can either contact your Allstate Agent or call us 24/7 at 1-800-ALLSTATE (1-800-255-7828) – para español, llamar al 1-800-979-4285 – with questions about your coverage, or to update your coverages, limits, or deductibles. Or visit us online at allstate.com.

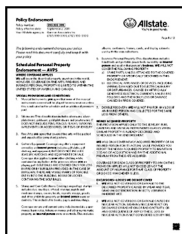
A guide to your welcome package



Policy Declarations*
 The Policy Declarations lists policy details, such as your property details and coverages.



Policy
 Your policy is your insurance contract; it lists all of the terms and conditions of your coverage.



Policy Endorsements
 If we make any changes to your policy, these documents will include your new contract language.



Important Notices
 We use these notices to call attention to particularly important coverages, policy changes and discounts.



Insurance Made Simple
 Insurance seem complicated? Our online guides explain coverage terms and features:
www.allstate.com/madesimple
Espanol.allstate.com/facildeentender

* To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.

Policy number:
Policy effective date:

815 378 442
July 6, 2018

Page **1** of 1



Important Notice Regarding Fire Protection

Did you know that the firefighting ability of your Fire Department helps lower your insurance rates? It's true! The better your firefighters are equipped and trained, the better their access to water for fighting fires, the length of time it takes for them to arrive at a fire, are a few of the many factors that have an impact on your property insurance rates. Help your firefighters help you! They need your support, financial and otherwise. Adequate funding is important to improving the protection that may translate to lower premiums!

X73652



House & Home Policy Declarations

Your policy effective date is July 6, 2018



Page 1 of 3

Total Premium for the Policy Period

Premium for property insured \$2,278.24

Total	\$2,278.24
--------------	-------------------

Discounts (included in your total premium)

Protective Device	\$106.26	Home Buyer	\$232.93
Early Signing	\$152.97	Responsible Payment	\$815.71
Welcome	\$225.82		

Total discount savings	\$1,533.69
-------------------------------	-------------------

Insured property details*

Please review and verify the information regarding your insured property. Please refer to the Important Notice (X73182) for additional coverage information. Contact us if you have any changes.

Location of property insured: 983 and 985 Lewis, Fayetteville, AR 72701

Dwelling Style:

Built in 1985; 2 families; 3000 sq. ft.; 2 stories

Foundation:

Slab at grade, 100%

Interior details:

Two builders grade kitchens One softwood straight staircase
Four builders grade full baths

Exterior wall type:

100% wood siding

Interior wall partition:

100% drywall

Heating and cooling:

Average cost heat & central air conditioning, 100%

Additional details:

Standard wood sash with glass, 100% Interior wall height - 8 ft, 100%
Two exterior wood doors

Fire protection details:

Fire department subscription - no 2 miles to fire department

Roof surface material type:

Composition
• 100% architectural shingles

Information as of June 29, 2018

Summary

Named Insured(s)

Phillip T Hoskins

Mailing address

**1874 Madison 7755
Huntsville AR 72740-7151**

Policy number

815 378 442

Your policy provided by
**Allstate Vehicle and Property
Insurance Company**

Policy period

Beginning **July 6, 2018** through **July 6, 2019** at 12:01 a.m. standard time

Your Allstate agency is

Darrin Taylor

188 W Main #3

Farmington AR 72730

(479) 267-5700

DARRINTAYLOR@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

(continued)

AR070NBD



Policy number:

815 378 442

Policy effective date:

July 6, 2018

Insured property details* (continued)**Roof details:**

Predominant roof type: Composition Age of roof - 16 years

Roof geometry - Gable

Reminder about your Roof Surface Coverage:

Your policy provides coverage for your roof surface as described in the Roof Surfaces Endorsement, which states that we will pay for covered windstorm and/or hail damage to your roof surface according to the Roof Surfaces Payment Schedule included on the endorsement.

Mortgagee

ARVEST BANK ISAOA ATIMA MORTGAGE DIVISION

P O Box 163289, Fort Worth, TX 76161-3289

Loan number: 0775115316

Additional Interested Party - None

*This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Allstate representative for a complete description of additional property details.

Coverage detail for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Dwelling Protection	\$254,349	<ul style="list-style-type: none"> ▪ \$2,500 Windstorm and Hail ▪ \$2,500 All other perils
Other Structures Protection	\$25,435	<ul style="list-style-type: none"> ▪ \$2,500 Windstorm and Hail ▪ \$2,500 All other perils
Personal Property Protection	\$152,610	<ul style="list-style-type: none"> ▪ \$2,500 Windstorm and Hail ▪ \$2,500 All other perils
Additional Living Expense	Up to 24 months not to exceed \$101,740	
Family Liability Protection	\$300,000 each occurrence	
Guest Medical Protection	\$5,000 each person	
Building Codes	Not purchased*	
Excess Dwelling	Not purchased*	
Roof Surfaces Extended Coverage	Not purchased*	
Water Back-Up	Not purchased*	
Extended Premises	Included	

► **Other Coverages Not Purchased:**

- Additional Fire Department Charges*
- Building Materials Theft*
- Dwelling in the Course of Construction*
- Electronic Data Recovery*
- Extended Coverage on Cameras*
- Extended Coverage on Jewelry, Watches and Furs*
- Extended Coverage on Musical Instruments*
- Extended Coverage on Sports Equipment*
- Fair Rental Income*
- Golf Cart*
- Green Improvement*
- Home Day Care*
- Identity Theft Expenses*
- Increased Coverage on Business Property*
- Increased Coverage on Theft of Silverware*
- Loss Assessments*
- Secondary Residence*
- Select Value*
- Select Value with Roof Surfaces Extended Coverage*
- Yard and Garden*

*** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.**

Scheduled Personal Property Coverage

Your policy does not include Scheduled Personal Property Coverage. This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

Your policy documents

Your House & Home policy consists of the Policy Declarations, any Policy Declarations Addendum, and the following documents. Please keep them together.

- House & Home Policy - AVP81
- Amendatory Endorsement - AP4922
- Extended Premises Endorsement - AVP19
- Arkansas Amendatory Endorsement - AVP159-1
- Windstorm and Hail Deductible Endorsement - AVP82
- Roof Surfaces Endorsement - AVP247

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- The Property Insurance Adjustment condition applies.
- Do not pay. Mortgagee has been billed.

Allstate Vehicle and Property Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.



Julie Parsons
President



Susan L. Lees
Secretary



ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

House & Home Policy

ARKANSAS

AVP81

Policy number
815 378 442

Policy effective
July 6, 2018

Policyholders
Phillip T Hoskins
1874 Madison 7755
Huntsville AR 72740-7151

Your Allstate agency is
Darrin Taylor
188 W Main #3
Farmington AR 72730



Allstate Vehicle and Property Insurance Company
The Company Named in the Policy Declarations
A Stock Company---Home Office: Northbrook, Illinois 60062

064 070 003
1806305700429
110000057004290644R000180630122248000136004023001201

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Agreements We Make With You

We make the following agreements with you:

General

Definitions Used In This Policy

Throughout this policy, when the following words appear in bold type, they are defined as follows:

1. **Bodily injury**—means physical harm to the body, including sickness or disease, and resulting death, except that **bodily injury** does not include:

- a) any venereal disease;
- b) herpes;
- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

In addition, **bodily injury** does not include any symptom, effect, condition, disease or illness resulting in any manner from:

- a) lead in any form;
- b) asbestos in any form;
- c) radon in any form; or
- d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.

2. **Building structure**—means a structure with walls and a roof.

3. **Business**—means:

- a) any full- or part-time activity of any kind engaged in for economic gain including the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is also a **business**.

However, the mutual exchange of home day care services is not considered a **business**;

- b) the rental or holding for rental of property by an **insured person**. Rental of **your residence premises** is not considered a **business** when:
 - 1) it is rented occasionally for residential purposes;
 - 2) a portion is rented to roomers or boarders, provided not more than two roomers or boarders reside on the **residence premises** at any one time; or
 - 3) a portion is rented as a private garage.

4. **Dwelling**—means the single-family **building structure**, identified as the insured property on the Policy Declarations, where **you** reside and which is principally used as a private residence.

5. **Insured person(s)**—means **you** and, if a resident of **your** household:

- a) any relative; and
- b) any person under the age of 21 in **your** care.

Under **Family Liability Protection–Coverage X** and **Guest Medical Protection–Coverage Y**, “insured person” also means:

- a) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an **insured person**. We do not cover any person or organization using or having custody of animals or watercraft in any **business**, or without permission of the owner.
- b) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an **insured person**.

6. **Insured premises**—means:

- a) the **residence premises**; and
- b) under **Section II** only:
 - 1) the part of any other premises, other structures and grounds used by **you** as a residence. This includes premises, structures and grounds **you** acquire for **your** use as a private residence while this policy is in effect;
 - 2) any part of a premises not owned by an **insured person** but where an **insured person** is temporarily living;
 - 3) cemetery plots or burial vaults owned by an **insured person**;
 - 4) land owned by or rented to an **insured person** where a single-family **dwelling** is being built as that person's residence;
 - 5) any premises used by an **insured person** in connection with the **residence premises**; and
 - 6) any part of a premises occasionally rented to an **insured person** for other than **business** purposes.

7. **Occurrence**—means an accident, including continuous or repeated exposure to substantially the same general harmful conditions during the policy period, resulting in **bodily injury** or **property damage**.

8. **Property damage**—means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.

9. **Residence employee**—means an employee of an **insured person** while performing duties arising out of and in the course of employment in connection with the maintenance or use of **your residence premises**. This includes similar duties performed elsewhere for an **insured person**, not in connection with the **business** of an **insured person**.

10. **Residence premises**—means the **dwelling**, other structures and land located at the address stated on the Policy Declarations.

11. **Roof surface**—means the roof surface material type (slate, composition, wood, tile, metal, all other roof surface material types) of a **building structure** or other structure covered under **Dwelling Protection–Coverage A** or **Other Structures Protection–Coverage B** and all other roofing components, including, but not limited to:

- a) flashing, caps, vents, drip edges, and ice shields;
- b) sheeting, felt and membranes;
- c) modified bitumen, bitumen, rubber, built-up and sprayed polyurethane foam roofing;
- d) foam inserts and elastomeric coating;

- e) finials, eave and gable trim and snow guards;
- f) battens, counter battens, bird stops, gravel stops; and
- g) coatings, adhesives, adherents and other finishing materials for roof surface materials and all other roofing components.

12. **We, us, or our**—means the company named on the Policy Declarations.

13. **Windstorm**—means wind with or without precipitation.

14. **You or your**—means the person listed under Named Insured(s) on the Policy Declarations as the insured and that person's resident spouse.

Insuring Agreement

In reliance on the information **you** have given **us**, **we** agree to provide the coverages indicated on the Policy Declarations. In return, **you** must pay the premium when due and comply with the policy terms and conditions, and inform **us** of any change in title, use or occupancy of the **residence premises**.

Subject to the terms of this policy, the Policy Declarations shows the location of the **residence premises**, applicable coverages, limits of liability and premiums. The policy applies only to losses or **occurrences** that take place during the policy period. The Policy Period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

This policy imposes joint obligations on the Named Insured(s) listed on the Policy Declarations and on that person's resident spouse. These persons are defined as **you** or **your**. This means that the responsibilities, acts and omissions of a person defined as **you** or **your** will be binding upon any other person defined as **you** or **your**.

This policy imposes joint obligations on persons defined as an **insured person**. This means that the responsibilities, acts and failures to act of a person defined as an **insured person** will be binding upon another person defined as an **insured person**.

Conformity To State Statutes

When the policy provisions conflict with the statutes of the state in which the **residence premises** is located, the provisions are amended to conform to such statutes.

Coverage Changes

When **we** broaden coverage during the policy period without charge, **you** have the new features if **you** have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy are based on information **you** have given **us**. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that if this information changes, or if this information is incorrect or incomplete, **we** may adjust **your** coverage and premium accordingly during the policy period.

Any calculation of **your** premium or changes in **your** coverage will be made using the rules, rates and forms on file, if required, for **our** use in **your** state. The rates in effect at the beginning of **your** current policy period will be used to calculate any change in **your** premium.

Policy Transfer

You may not transfer this policy to another person without **our** written consent.

Continued Coverage After Your Death

If **you** die, coverage will continue until the end of the current policy period for:

1. **your** legal representative while acting as such, but only with respect to the **residence premises** and property covered under this policy on the date of **your** death.
2. an **insured person**, and any person having proper temporary custody of **your** property until a legal representative is appointed and qualified.

Cancellation

Your Right to Cancel:

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

Our Right to Cancel:

We may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 60 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason by giving **you** at least 10 days notice before the cancellation takes effect.

When the policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

1. nonpayment of premium;
2. the policy was obtained by misrepresentation, fraud or concealment of material facts;
3. material misrepresentation, fraud or concealment of material facts in presenting a claim, or violation of any of the policy terms; or
4. there has been a substantial change or increase in hazard in the risk **we** originally accepted.

If the cancellation is for nonpayment of premium, **we** will give **you** at least 10 days notice. If the cancellation is for any of the other reasons, **we** will give **you** at least 30 days notice.

Our mailing the notice of cancellation to **you** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

Our Right Not to Renew or Continue:

We have the right not to renew or continue the policy beyond the current policy period. If **we** do not intend to continue or renew the policy, **we** will mail **you** notice at least 30 days before the end of the policy period. **Our** mailing the notice of nonrenewal to **you** will be deemed proof of notice.

Misrepresentation, Fraud Or Concealment

We may void this policy if it was obtained by misrepresentation, fraud or concealment of material facts. If **we** determine that this policy is void, all premiums paid will be returned to **you** since there has been no coverage under this policy.

We do not cover any loss or **occurrence** in which any **insured person** has concealed or misrepresented any material fact or circumstance.



What Law Will Apply

This policy is issued in accordance with the laws of the state in which the **residence premises** is located and covers property or risks principally located in that state. Subject to the following paragraph, the laws of the state in which the **residence premises** is located shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy, happens outside the state in which the **residence premises** is located, claims or disputes regarding that covered loss to property, or other covered **occurrence**, may be governed by the laws of the jurisdiction in which that covered loss to property or other covered **occurrence** happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the **residence premises** is located. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the **residence premises** is located, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy, happens outside the state in which the **residence premises** is located, lawsuits regarding that covered loss to property, or other covered **occurrence**, may also be brought in the judicial district where that covered loss to property or other covered **occurrence** happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

Action Against Us

No one may bring an action against **us** unless there has been full compliance with all policy terms.

Any action against **us** to which neither the **Action Against Us** provision located in **Section I Conditions** nor the **Action Against Us** provision located in **Section II Conditions** applies must be commenced within one year of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

Arbitration

Any claim or dispute in any way related to this policy, by an **insured person** against **us** or **us** against an **insured person**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

1. no arbitrator shall have the authority to award punitive damages or attorney's fees;
2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Section I—Your Property

Dwelling Protection—Coverage A

Property We Cover Under Coverage A:

1. **Your dwelling**, including attached structures. Structures connected to **your dwelling** by only a fence, utility line, or similar connection are not considered attached structures.
2. Construction materials and supplies at the **residence premises** for use in connection with **your dwelling**.
3. Wall-to-wall carpeting fastened to **your dwelling**.

Property We Do Not Cover Under Coverage A:

1. Any structure, including fences, or other property covered under **Other Structures Protection—Coverage B**.
2. Land.
3. Satellite dish antennas and their systems, whether or not attached to **your dwelling**.

Other Structures Protection—Coverage B

Property We Cover Under Coverage B:

1. Structures at the address shown on the Policy Declarations separated from **your dwelling** by clear space.
2. Structures at the address shown on the Policy Declarations connected to **your dwelling** by only a fence, utility line, or similar connection.
3. Construction materials and supplies at the **residence premises** for use in connection with structures other than **your dwelling**.
4. Wall-to-wall carpeting fastened to **building structures**, other than **your dwelling**, at the address shown on the Policy Declarations.

Property We Do Not Cover Under Coverage B:

1. Structures used in whole or in part for **business** purposes.
2. Any structure or other property covered under **Dwelling Protection—Coverage A**.
3. Land.
4. Construction materials and supplies at the **residence premises** for use in connection with the **dwelling**.
5. Satellite dish antennas and their systems, whether or not attached to **building structures**.

Losses We Cover Under Coverages A and B:

We will cover sudden and accidental direct physical loss to property described in **Dwelling Protection-Coverage A** and **Other Structures Protection-Coverage B** except as limited or excluded in this policy.

Losses We Do Not Cover Under Coverages A and B:

- A. Under **Dwelling Protection-Coverage A** and **Other Structures Protection-Coverage B** of this policy, **we** do not cover any loss which consists of, is caused by, or would not have occurred but for, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of: a) the cause or source of the excluded event, peril or condition; b) any other causes contributing concurrently or in any sequence with the excluded event, peril or condition to produce the loss; or c) whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.
1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
 2. Water or any other substance that backs up through sewers or drains.
 3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
 4. Water or any other substance on or below the surface of the ground. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.

5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from earth movement.

6. Actions taken by civil, governmental or military authorities:
 - a) to enforce any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**; or
 - b) requesting, demanding or ordering that an **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, or neutralize, or in any way respond to or assess the effects of, any loss or potential loss at the **residence premises**.

However, **we** will cover sudden and accidental direct physical loss caused by actions of civil, governmental or military authority to prevent the spread of fire.

7. Nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss which consists of, is caused by, or would not have occurred but for, the nuclear hazard is not considered loss by fire, explosion or smoke.
8.
 - a) War, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or
 - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
9. Soil conditions, including, but not limited to, corrosive action, chemicals, compounds, elements, suspensions, crystal formations or gels in the soil.
10. Vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

However, **we** will not apply this exclusion to sudden and accidental direct physical loss which consists of, is caused by, or would not have occurred but for:

- a) a fire or an explosion at **your residence premises**;
- b) smoke or soot resulting from food preparation at **your residence premises**;
- c) the malfunction of a heating or air conditioning system or a household appliance at **your residence premises**;
- d) smoke, soot or fumes originating away from **your residence premises**, provided the smoke, soot or fumes:
 - 1) were not from industrial, governmental or military operations, agricultural smudging, or the manufacturing of any controlled substance; and
 - 2) did not result from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;
- e) spray, overspray, spatter, or spillage, by a person located on the ground at the **residence premises** or in or upon a structure **we** cover at the **residence premises**, of lawfully possessed, commercially available supplies manufactured or produced for use in food preparation, personal hygiene, or for cleaning or maintaining a residential property or personal property;
- f) spray, overspray, spatter or spillage of lawfully possessed, commercially available supplies by a person performing



cleaning or other maintenance services at a premises located within 500 feet of the **residence premises**;

- g) spillage or release at **your residence premises** of gas or oil, in any form, used to prepare foods at **your residence premises**, or to heat the **dwelling** or other **building structures at your residence premises**, when such spillage or release results in a fire or an explosion at **your residence premises**; or
- h) fuel, oil or other fluids necessary to operate a motorized land vehicle if, at the time of the loss, such fuel, oil or other fluids are being used solely for the purpose of operating a motorized land vehicle and the loss results from a collision, at the **residence premises**, of the motorized land vehicle with property **we** cover under **Dwelling Protection–Coverage A** or **Other Structures Protection–Coverage B**.

- 11. Lack of utility services at the **residence premises**, meaning loss or interruption of, lack or loss of access to, or unavailability of, one or more utility services for the **residence premises**, including, but not limited to, electric, natural gas or other fuels, water, sanitation, sewer, cable or communication services, unless the lack of utility services results solely from a sudden and accidental direct physical loss to property located at the **residence premises** caused by an event, peril or condition not excluded by this policy.

When the lack of utility services results in freezing of:

- a) plumbing, automatic fire protective sprinkler systems, heating or air conditioning systems;
- b) household appliances; or
- c) swimming pools, hot tubs or spas located within a heated portion of the **dwelling**, or their filtration and circulation systems located within a heated portion of the **dwelling**;

or when the lack of utility services results in discharge, leakage or overflow from within a), b) or c) above caused by freezing, **we** do cover sudden and accidental direct physical loss caused by the freezing if **you** used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems, appliances, swimming pools, hot tubs, spas and their filtration and circulation systems instead of maintaining heat in the **building structure**.

- 12. Inability of an **insured person** to use, access or remain at the **residence premises** due to an actual, impending or expected lack, impassability or unavailability of any reasonable means of ingress to or egress from the **residence premises**, including, but not limited to, roads, highways, causeways, sidewalks, paths, rails, bridges, tunnels or waterways.

For purposes of this exclusion, a particular means of ingress or egress will be considered impassable or unavailable if:

- a) it cannot be safely traveled due to physical damage or destruction of that means of ingress or egress; or
- b) it cannot be traveled due to actions by others, including, but not limited to, civil, governmental or military authorities which prohibit or restrict travel using that means of ingress or egress.

- 13. Seizure, confiscation or quarantine by civil, governmental or military authority.

We will cover sudden and accidental direct physical loss caused by actions of civil, governmental or military authority to prevent the spread of fire.

- 14. The manufacturing of any controlled substance.
- 15. Weather Conditions that contribute in any way with an event, peril or condition excluded under **Losses We Do Not Cover Under Coverages A and B** to produce a loss.

- B. Under **Dwelling Protection–Coverage A** and **Other Structures Protection–Coverage B** of this policy, **we** do not cover any loss consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

- C. When loss is not excluded under paragraph A or paragraph B of **Losses We Do Not Cover Under Coverages A and B**, and there are two or more causes of loss to the covered property, **we** do not cover the loss if the predominant cause(s) of loss is (are) excluded under paragraph D, immediately below.

- D. Under **Dwelling Protection–Coverage A** and **Other Structures Protection–Coverage B** of this policy, **we** do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

- 1. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover.
- 2. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.
- 3. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
 - a) may be reasonably expected to result from such acts; or
 - b) is the intended result of such acts.

This exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime.

4. Collapse, except as specifically provided in **Section I Additional Protection** under item 10, "Collapse."
5.
 - a) Wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect;
 - b) mechanical breakdown;
 - c) growth of trees, shrubs, plants or lawns, regardless of whether such growth is above or below the surface of the ground;
 - d) rust or other corrosion;
 - e) settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings; or
 - f) insects, rodents, birds or domestic animals. **We** do cover the breakage of glass or safety glazing materials caused by birds.

If any of a) through f) causes the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system, a household appliance or an automatic fire protective sprinkler system within **your dwelling**, **we** cover the direct physical damage caused by the water or steam.

If loss to covered property is caused by water or steam not otherwise excluded, **we** will cover the cost of tearing out and replacing any part of **your dwelling** necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water or steam escaped.

6. Freezing of:
 - a) plumbing, automatic fire protective sprinkler systems, heating or air conditioning systems;
 - b) household appliances; or
 - c) swimming pools, hot tubs or spas located within a heated portion of the **dwelling**, or their filtration and circulation systems located within a heated portion of the **dwelling**;

or discharge, leakage or overflow from within a), b) or c) above, caused by freezing, while the **building structure** is vacant, unoccupied or being constructed, unless **you** have used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems, appliances, swimming pools, hot tubs, spas and their filtration and circulation systems instead of maintaining heat in the **building structure**.

7. Freezing, thawing, pressure or weight of water, snow or ice, whether or not driven by wind. This exclusion applies to fences, pavements, patios, foundations, retaining walls, bulkheads, piers, wharves and docks. This exclusion also applies to swimming pools, hot tubs, spas, and their filtration and circulation systems, which are not located within a heated portion of the **dwelling**.

8. Seepage, meaning continuous or repeated seepage or leakage over a period of weeks, months, or years, of water, steam or fuel:
 - a) from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a domestic appliance; or
 - b) from, within or around any plumbing fixtures, including, but not limited to, shower stalls, shower baths, tub installations, sinks or other fixtures designed for the use of water or steam.
9. Theft from **your residence premises** while **your dwelling** is under construction, or of materials and supplies for use in construction, until **your dwelling** is completed and occupied.
10. Vandalism or malicious mischief if **your dwelling** is vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.
11. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
 - a) planning, zoning, development, surveying, siting;
 - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c) materials used in repair, construction, renovation or remodeling; or
 - d) maintenance;

of property whether on or off the **residence premises** by any person or organization.

Personal Property Protection—Coverage C

Property We Cover Under Coverage C:

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Personal Property Protection—Coverage C**.
2. At **your** option, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

Limitations On Certain Personal Property:

Limitations apply to the following groups of personal property. If personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under **Personal Property Protection—Coverage C**. The total amount of coverage for each group in any one loss is as follows:

1. \$ 200 — Property used or intended for use in a **business** while the property is away from the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
2. \$ 500 — Theft of any recording or storage media while such property is away from the **residence premises**, whether or not it is used with electronic data processing



equipment or in a **business**. Recording or storage media includes, but is not limited to:

- a) tapes;
- b) CDs, DVDs and other discs;
- c) records;
- d) disks;
- e) reels;
- f) cassettes;
- g) cartridges; or
- h) programs.

3. \$ 1,000 — Property used or intended for use in a **business**, including property held as samples or for sale or delivery after sale, while the property is on the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
4. \$ 1,000 — Trading cards, subject to a maximum amount of \$250 per card.
5. \$ 1,000 — Watercraft, including their attached or unattached trailers, furnishings, equipment, parts, and motors.
6. \$ 1,000 — Trailers not used with watercraft.
7. \$ 1,500 — Motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle.
8. \$ 2,000 — Theft of firearms, their related equipment, and accessories.
9. \$ 2,500 — Theft of goldware, silverware, pewterware and platinumware.
10. \$ 5,000 — Theft of jewelry, watches, precious and semi-precious stones, gold other than goldware, silver other than silverware, pewter other than pewterware, platinum other than platinumware, and furs, including any item containing fur which represents its principal value, subject to a maximum amount of \$1,000 per item.
11. \$ 10,000 — Theft of tools and their accessories.
12. \$ 10,000 — Motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled and not licensed for use on public roads.

Property We Do Not Cover Under Coverage C:

1. Personal property specifically described and insured by this or any other insurance.

2. Animals.
3. Motorized land vehicles, including, but not limited to, any land vehicle powered or assisted by a motor or engine. **We** do not cover any motorized land vehicle parts, equipment or accessories attached to or located in or upon any motorized land vehicle. **We** do cover motorized land vehicles designed for assisting the disabled, or used solely for the service of the **insured premises**, and not licensed for use on public roads.
4. Aircraft and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
5. Property of roomers, boarders or tenants not related to **you**.
6. Property located away from the **residence premises** and rented or held for rental to others.
7. Satellite dish antennas and their systems.
8. Money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards, and smart cards.
9. Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps, including philatelic property.
10. Manuscripts, including documents stored on electronic media.

Losses We Cover Under Coverage C:

We will cover sudden and accidental direct physical loss to the property described in **Personal Property Protection-Coverage C** caused by the following, except as limited or excluded in this policy:

1. Fire or lightning.
2. **Windstorm** or hail.

We do not cover:

 - a) loss to covered property inside a **building structure**, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall;
 - b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed **building structure**. However, **we** do cover canoes and rowboats on the **residence premises**.
3. Explosion.
4. Riot or civil commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke.

8. Vandalism and malicious mischief.

We do not cover vandalism or malicious mischief if **your dwelling** has been vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.

9. Falling objects.

We do not cover loss to personal property inside a **building structure** unless the falling object first damages the exterior walls or roof of the **building structure**.

10. Weight of ice, snow or sleet which causes damage to personal property in a **building structure**, but only if the **building structure** is damaged due to the weight of ice, snow or sleet.

11. Artificially generated electrical current to electronics, electrical appliances, fixtures and wiring.

12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system or an appliance for heating water.

13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protective sprinkler system, or from a household appliance due to accidental discharge or overflow.

We do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

14. Freezing of a plumbing, heating or air conditioning system, an automatic fire protective sprinkler system or a household appliance.

We do not cover loss at the **residence premises** under items 12, 13, and 14, immediately above, which is caused by freezing while the **building structure** is vacant, unoccupied or under construction, or when freezing results from a lack of utility services at the **residence premises** to which item A.10 in **Losses We Do Not Cover Under Coverage C** applies, unless **you** have used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems and appliances instead of maintaining heat in the **building structure**.

15. Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

We do not cover:

- a) theft or attempted theft committed by an **insured person**;
- b) theft in or from the **residence premises** while under construction or of materials and supplies for use in construction, until the **dwelling** is completed and occupied;

- c) theft of any property while at any other residence owned, rented to or occupied by an **insured person** unless the **insured person** is temporarily residing there;
- d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the **residence premises**; or
- e) theft from that part of the **residence premises** rented by **you** to other than an **insured person**.

16. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any **building structure** on the **residence premises**. This does not include damage to the glass.**Losses We Do Not Cover Under Coverage C:**

A. Under **Personal Property Protection-Coverage C** of this policy, **we** do not cover any loss which consists of, is caused by, or would not have occurred but for, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of: a) the cause or source of the excluded event, peril or condition; b) any other causes contributing concurrently or in any sequence with the excluded event, peril or condition to produce the loss; or c) whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

- 1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
- 2. Water or any other substance that backs up through sewers or drains.
- 3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
- 4. Water or any other substance on or below the surface of the ground. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.

- 5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from earth movement.

- 6. Actions taken by civil, governmental or military authorities:
 - a) to enforce any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance,



replacement, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**; or

- b) requesting, demanding or ordering that an **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, or neutralize, or in any way respond to or assess the effects of, any loss or potential loss at the **residence premises**.

However, **we** will cover sudden and accidental direct physical loss caused by actions of civil, governmental or military authority to prevent the spread of fire.

- 7. Nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss which consists of, is caused by, or would not have occurred but for, the nuclear hazard is not considered loss by fire, explosion or smoke.
- 8.
 - a) War, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or
 - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
- 9. Vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

However, **we** will not apply this exclusion to sudden and accidental direct physical loss which consists of, is caused by, or would not have occurred but for:

- a) a fire or an explosion at **your residence premises**;
- b) smoke or soot resulting from food preparation at **your residence premises**;
- c) the malfunction of a heating or air conditioning system or a household appliance at **your residence premises**;
- d) smoke, soot or fumes originating away from **your residence premises**, provided the smoke, soot or fumes:
 - 1) were not from industrial, governmental or military operations, agricultural smudging, or the manufacturing of any controlled substance; and
 - 2) did not result from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;
- e) spray, overspray, spatter, or spillage, by a person located on the ground at the **residence premises** or in or upon a structure **we** cover at the **residence premises**, of lawfully

possessed, commercially available supplies manufactured or produced for use in food preparation, personal hygiene, or for cleaning or maintaining a residential property or personal property;

- f) spillage or release at **your residence premises** of gas or oil, in any form, used to prepare foods at **your residence premises**, or to heat the **dwelling** or other **building structures** at **your residence premises**, when such spillage or release results in a fire or an explosion at **your residence premises**; or
 - g) fuel, oil or other fluids necessary to operate a motorized land vehicle if, at the time of the loss, such fuel, oil or other fluids are being used solely for the purpose of operating a motorized land vehicle and the loss results from a collision, at the **residence premises**, of the motorized land vehicle with property **we** cover under **Dwelling Protection-Coverage A or Other Structures Protection-Coverage B**.
10. Lack of utility services at the **residence premises**, meaning loss or interruption of, lack or loss of access to, or unavailability of, one or more utility services for the **residence premises**, including, but not limited to, electric, natural gas or other fuels, water, sanitation, sewer, cable or communication services, unless the lack of utility services results solely from a sudden and accidental direct physical loss to property located at the **residence premises** caused by an event, peril or condition not excluded by this policy.
- When the lack of utility services results in freezing of:
- a) plumbing, automatic fire protective sprinkler system, heating or air conditioning systems; or
 - b) household appliances;

or when the lack of utility services results in discharge, leakage or overflow from within a) or b) above caused by freezing, **we** do cover sudden and accidental direct physical loss caused by the freezing if **you** used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems and appliances instead of maintaining heat in the **building structure**.

- 11. Inability of an **insured person** to use, access or retain personal property **we** cover under **Personal Property Protection-Coverage C** due to an actual, impending or expected lack, impassability or unavailability of any reasonable means of ingress to or egress from the **residence premises** or any other location where the property is located, including, but not limited to, roads, highways, causeways, sidewalks, paths, rails, bridges, tunnels or waterways.

For purposes of this exclusion, a particular means of ingress or egress will be considered impassable or unavailable if:

- a) it cannot be safely traveled due to physical damage or destruction of that means of ingress or egress; or

- b) it cannot be traveled due to actions by others, including, but not limited to, civil, governmental or military authorities which prohibit or restrict travel using that means of ingress or egress.

12. Weather Conditions that contribute in any way with an event, peril or condition excluded under **Losses We Do Not Cover Under Coverage C** to produce a loss.

- B. Under **Personal Property Protection-Coverage C** of this policy, **we** do not cover any loss consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

- C. When loss is not excluded under paragraph A or paragraph B of **Losses We Do Not Cover Under Coverage C**, and there are two or more causes of loss to the covered property, **we** do not cover the loss if the predominant cause(s) of loss is (are) excluded under paragraph D, immediately below.

- D. Under **Personal Property Protection-Coverage C** of this policy, **we** do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

1. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover.
2. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.
3. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
 - a) may be reasonably expected to result from such acts; or
 - b) is the intended result of such acts.

This exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime.

4. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
 - a) planning, zoning, development, surveying, siting;
 - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c) materials used in repair, construction, renovation or remodeling; or

- d) maintenance;

of property whether on or off the **residence premises** by any person or organization.

Section I Additional Protection

1. Additional Living Expense

We will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B** or **Personal Property Protection-Coverage C** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

Payment for additional living expense as a result of a covered loss under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B** or **Personal Property Protection-Coverage C** will be limited to the least of the following:

- a) the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- b) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- c) 12 months.

These periods of time are not limited by the termination of this policy.

In no event shall **our** payment for additional living expenses exceed the Limit Of Liability shown on **your** Policy Declarations for Additional Living Expense.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

2. Civil, Governmental And Military Authorities

We will pay the reasonable and necessary increase in living expenses for up to two weeks should civil, governmental or military authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by an event, peril or condition **we** insure against under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B** or **Personal Property Protection-Coverage C**. However, payments for increase in living expenses due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

The two-week period of time referenced above is not limited by the termination of this policy.

No deductible applies to this protection.



3. Debris Removal

We will pay reasonable expenses **you** incur to remove debris of covered property damaged by a loss **we** cover. If the loss to the covered property and the cost of debris removal are more than the Limit Of Liability shown on the Policy Declarations for the covered property, **we** will pay up to an additional 5% of that limit for debris removal.

4. Emergency Removal Of Property

We will pay for sudden and accidental direct physical loss to covered property from any cause while removed from a premises because of danger from a loss **we** cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

5. Fire Department Charges

We will pay up to \$500 for service charges made by fire departments called to protect **your** property from a loss **we** cover at the **residence premises**.

No deductible applies to this protection.

6. Temporary Repairs After A Loss

We will reimburse **you** up to \$5,000 for the reasonable and necessary cost **you** incur for temporary repairs to protect covered property from further imminent covered loss following a loss **we** cover. This coverage does not increase the limit of liability applying to the property being repaired.

7. Trees, Shrubs, Plants And Lawns

We will pay up to 5% of the Limit Of Liability shown on the Policy Declarations under **Dwelling Protection-Coverage A** for loss to trees, shrubs, plants and lawns at the address of the **residence premises**. **We** will not pay more than \$500 for any one tree, shrub, or plant, including expenses incurred for removing debris. This coverage applies only to sudden and accidental direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned by an occupant of the **residence premises**, vandalism or malicious mischief, theft, or collapse of a **building structure** or any part of a **building structure**.

We will pay up to \$500 for reasonable expenses **you** incur for the removal of debris of trees at the address of the **residence premises** for sudden and accidental direct physical loss caused by **windstorm**, hail, or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under **Dwelling Protection-Coverage A** or **Other Structures Protection-Coverage B**.

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

This coverage does not increase the **Dwelling Protection-Coverage A** limit of liability.

8. Power Interruption

We will pay up to \$500 for loss to the contents of freezers and refrigerated units on the **residence premises** caused by the interruption

of power which occurs off the **residence premises**. If a power interruption is known to an **insured person**, all reasonable means must be used to protect the contents of freezers and refrigerated units.

This coverage does not increase the limit of liability applying to the damaged property.

9. Arson Reward

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under **Section I** of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

10. Collapse

We will cover at the **residence premises**:

- a) the entire collapse of a covered **building structure**;
- b) the entire collapse of part of a covered **building structure**; and
- c) direct physical loss to covered property caused by a) or b) above.

For coverage to apply, the collapse of a **building structure** specified in a) or b) above must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Personal Property Protection-Coverage C**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain, snow or ice which collects on a roof;
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse, as referenced herein, means the covered **building structure** or part of the covered **building structure** has actually fallen down or fallen into pieces unexpectedly and instantaneously. It does not include settling, cracking, shrinking, bulging, expansion, sagging, or bowing. Furthermore, collapse does not include or mean substantial structural impairment or imminent collapse.

Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, fuel oil tank, septic tank, cistern or similar system, foundation, retaining wall, bulkhead, pier, wharf or dock is not included, unless the loss is a direct result of the collapse of a **building structure** or part of a **building structure** that is a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Personal Property Protection-Coverage C**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain, snow or ice which collects on a roof; or
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

This coverage does not increase the limit of liability applying to the covered property.

11. Land

If a sudden and accidental direct physical loss results in both a covered loss to the **dwelling**, other than the breakage of glass or safety glazing material, and a loss of land stability, **we** will pay up to \$10,000 as an additional amount of insurance for repair costs associated with the land. This includes the costs required to replace, rebuild, stabilize or otherwise restore the land necessary to support that part of the **dwelling** sustaining the covered loss.

The **Section I, Losses We Do Not Cover Under Coverages A and B** reference to earth movement does not apply to the loss of land stability provided under this additional protection.

12. Lock Replacement

When a key to a lock is stolen as part of a covered theft loss, **we** will pay, under **Dwelling Protection-Coverage A or Other Structures Protection-Coverage B**, as applicable, up to \$500 for the reasonable expenses **you** incur to replace or re-key exterior door locks at the **residence premises** with locks or cylinders of like kind and quality.

This coverage does not increase the limit of liability that applies to the covered property.

Section I Conditions**1. Deductible**

We will pay when a covered loss exceeds the applicable deductible shown on the Policy Declarations. **We** will then pay only the excess amount, unless **we** have indicated otherwise in this policy.

2. Insurable Interest And Our Liability

In the event of a covered loss, **we** will not pay for more than an **insured person's** insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.

3. What You Must Do After A Loss

In the event of a loss to any property that may be covered by this policy, **you** must:

- a) immediately give **us** or **our** agent notice. Report any theft to the police as soon as possible.
- b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- c) separate damaged from undamaged personal property. Give **us** a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.
- d) give **us** all accounting records, bills, invoices and other vouchers, or certified copies, which **we** may reasonably request to examine and permit **us** to make copies.
- e) produce receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere, and records supporting any claim for loss of rental income.
- f) as often as **we** reasonably require:

- 1) show **us** the damaged property. **We** have a right to reasonable and safe opportunities to view and inspect the loss as often as necessary, unimpeded by actions of **you** or others, including, but not limited to, civil, governmental or military authorities, that prevent **us** from viewing and inspecting the loss. **We** may require **you** to accompany **us** when **we** conduct these activities.
- 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person** and sign a transcript of the same.
- 3) produce representatives, employees, members of the **insured person's** household or others to the extent it is within the **insured person's** power to do so; and
- g) within 60 days after the loss, give **us** a signed, sworn proof of the loss. This statement must include the following information:
 - 1) the date, time, location and cause of loss;
 - 2) the interest **insured persons** and others have in the property, including any encumbrances;
 - 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
 - 4) any other insurance that may cover the loss;
 - 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period; and
 - 6) at **our** request, the specifications of any damaged **building structure** or other structure.

We have no duty to provide coverage under this section if **you**, an **insured person**, or a representative of either fail to comply with items a) through g) above, and this failure to comply is prejudicial to **us**.

4. Our Settlement Options

In the event of a covered loss, **we** have the option to:

- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property as described in Condition 5, "How We Pay For A Loss."

Within 30 days after **we** receive **your** signed, sworn proof of loss, **we** will notify **you** of the option or options **we** intend to exercise.

5. How We Pay For A Loss

Under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B** and **Personal Property Protection-Coverage C**, payment for covered loss will be by one or more of the following methods:

- a) Special Payment. At **our** option, **we** may make payment for a covered loss before **you** repair, rebuild or replace the damaged, destroyed or stolen property if:
 - 1) the whole amount of loss for property covered under **Dwelling Protection-Coverage A and Other Structures Protection-Coverage B**, without deduction for depreciation,



is less than \$2,500 and if the property is not excluded from the Building Structure Reimbursement provision; or

- 2) the whole amount of loss for property covered under **Personal Property Protection-Coverage C**, without deduction for depreciation, is less than \$2,500, **your** Policy Declarations shows that the Personal Property Reimbursement provision applies, and the property is not excluded from the Personal Property Reimbursement provision.

- b) Actual Cash Value. If **you** do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the Limit Of Liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

You may make claim for additional payment as described in paragraph c) and paragraph d) below if applicable, if **you** repair or replace the damaged, destroyed or stolen covered property within 180 days of the actual cash value payment.

- c) Building Structure Reimbursement. Under **Dwelling Protection-Coverage A** and **Other Structures Protection-Coverage B**, we will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants or pollutants as required to complete repair or replacement of that part of a **building structure** damaged by a covered loss. This additional payment shall not include any amounts which may be paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**, and shall not be payable for any losses excluded in **Section I—Your Property**, under **Losses We Do Not Cover Under Coverages A and B**, paragraph B.

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) the replacement cost of the part(s) of the **building structure(s)** for equivalent construction for similar use on the same **residence premises**;
- 2) the amount actually and necessarily spent to repair or replace the damaged **building structure(s)** with equivalent construction for similar use on the same **residence premises**; or
- 3) the Limit Of Liability applicable to the **building structure(s)** as shown on the Policy Declarations for **Dwelling Protection-Coverage A** or **Other Structures Protection-Coverage B**, regardless of the number of **building**

structures and structures other than **building structures** involved in the loss.

If **you** replace the damaged **building structure(s)** at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under Building Structure Reimbursement described above. The amount payable under Building Structure Reimbursement described above does not include the value of any land associated with the replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to **building structures** and the smallest of 1), 2) or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under **Personal Property Protection-Coverage C**;
- 2) property covered under **Other Structures Protection-Coverage B** that is not a **building structure**;
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas, whether or not fastened to a **building structure**;
- 4) **roof surface(s)** when the loss is caused by **windstorm** or hail; or
- 5) land.

Payment under a), b) or c) above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, relocation or demolition of **building structures** or other structures.

- d) Personal Property Reimbursement. Under **Personal Property Protection-Coverage C**, we will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered personal property or wall-to-wall carpeting within 180 days of the actual cash value payment.

Personal Property Reimbursement payment will not exceed the smallest of the following amounts:

- 1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality;
- 2) the cost of repair or restoration; or
- 3) the Limit Of Liability shown on the Policy Declarations for **Personal Property Protection-Coverage C**, or any special limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.

Personal Property Reimbursement will be limited to the difference between any actual cash value payment made for the covered loss to personal property and the smallest of 1), 2) or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under **Dwelling Protection–Coverage A** and **Other Structures Protection–Coverage B**, except wall-to-wall carpeting;
- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;
- 3) articles whose age or history contribute substantially to their value. This includes, but is not limited to, memorabilia, souvenirs and collector's items;
- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss; or
- 5) motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled and not licensed for use on public roads.

6. **Our Settlement Of Loss**

We will settle any covered loss with **you** unless some other person or entity is named in the policy. **We** will settle within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between **you** and **us**, an appraisal award or a court judgment.

7. **Appraisal**

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **you** and to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

8. **Abandoned Property**

We are not obligated to accept any property or responsibility for any property abandoned by an **insured person**.

9. **Permission Granted To You**

- a) The **residence premises** may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy. A **building structure** under construction is not considered vacant.

- b) **You** may make alterations, additions or repairs, and **you** may complete structures under construction.

10. **Our Rights To Recover Payment**

When **we** pay for any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them. **You** may waive **your** rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

11. **Our Rights To Obtain Salvage**

We have the option to take all or any part of the damaged or destroyed covered property upon replacement by **us** or payment of the agreed or appraised value.

We will notify **you** of **our** intent to exercise this option within 30 days after **we** receive **your** signed, sworn proof of loss. If no signed, sworn proof of loss is requested by **us**, **we** will notify **you** of **our** intent to exercise this option within 60 days after the date **you** report the loss to **us**.

When **we** settle any loss caused by theft or disappearance, **we** have the right to obtain all or part of any property which may be recovered. An **insured person** must protect this right and inform **us** of any property recovered. **We** will inform **you** of **our** intent to exercise this right within 10 days of **your** notice of recovery to **us**.

12. **Action Against Us**

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which **Section I Conditions** applies, unless:

- a) there has been full compliance with all policy terms; and
- b) the action is commenced within one year after the inception of loss or damage.

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

If there is a covered loss to a pair or set, **we** may:

- a) repair or replace any part of the pair or set to restore it to its actual cash value before the loss; or
- b) pay the difference between the actual cash value of the pair or set before and after the loss.

14. **Glass Replacement**

Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

15. **No Benefit To Bailee**

This insurance will not benefit any person or organization that may be caring for or handling **your** property for a fee.

16. **Other Insurance**

If both this insurance and other insurance apply to a loss, **we** will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a loss by theft, this



insurance shall be excess over any other insurance that covers loss by theft.

17. **Property Insurance Adjustment**

At each policy renewal, **we** may increase the Limit Of Liability shown on the Policy Declarations for **Dwelling Protection–Coverage A** to reflect the minimum amount of insurance coverage **we** are willing to issue for the succeeding policy period under **Dwelling Protection–Coverage A** for **your dwelling** and other property **we** cover under **Dwelling Protection–Coverage A**.

Any adjustment in the limit of liability for **Dwelling Protection–Coverage A** will result in an adjustment in the limit of liability for **Other Structures Protection–Coverage B** and **Personal Property Protection–Coverage C** in accordance with **our** manual of Rules and Rates.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by **us** at the time a change in limits is made.

We will not reduce the Limit Of Liability shown on the Policy Declarations without **your** consent. **You** agree that it is **your** responsibility to ensure that each of the Limits Of Liability shown on the Policy Declarations are appropriate for **your** insurance needs. If **you** want to increase or decrease any of the Limits Of Liability shown on the Policy Declarations, **you** must contact **us** to request such a change.

18. **Mortgagee**

A covered loss will be payable to the mortgagee(s) named on the Policy Declarations, to the extent of their interest and in the order of precedence. All provisions of **Section I** of this policy apply to these mortgagees.

We will:

- a) protect the mortgagee's interest in a covered **building structure** in the event of an increase in hazard, intentional or criminal acts of, or directed by, an **insured person**, failure by any **insured person** to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and
- b) give the mortgagee at least 10 days notice if **we** cancel this policy.

The mortgagee will:

- a) furnish proof of loss within 60 days after notice of the loss if an **insured person** fails to do so;
- b) pay upon demand any premium due if an **insured person** fails to do so;
- c) notify **us** in writing of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- d) give **us** the mortgagee's right of recovery against any party liable for loss; and
- e) after a loss, and at **our** option, permit **us** to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision shall apply to any trustee or loss payee or other secured party.

19. **Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**

In the event of a covered water loss under **Dwelling Protection–Coverage A**, **Other Structures Protection–Coverage B** or **Personal Property Protection–Coverage C**, **we** will pay up to \$5,000 for mold, fungus, wet rot or dry rot **remediation**.

Remediation means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property **we** cover under **Dwelling Protection–Coverage A**, **Other Structures Protection–Coverage B** or **Personal Property Protection–Coverage C** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain **your** normal standard of living if mold, fungus, wet rot or dry rot makes **your residence premises** uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This Condition does not increase the limits of liability under **Dwelling Protection–Coverage A**, **Other Structures Protection–Coverage B** or **Personal Property Protection–Coverage C**.

Section II—Family Liability And Guest Medical Protection

Family Liability Protection–Coverage X

Losses We Cover Under Coverage X:

Subject to the terms, conditions and limitations of this policy, **we** will pay damages which an **insured person** becomes legally obligated to pay because of **bodily injury** or **property damage** arising from an **occurrence** to which this policy applies, and is covered by this part of the policy.

We may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, **we** will provide a defense with counsel of **our** choice, even if the allegations are groundless, false or fraudulent. **We** are not obligated to pay any claim or judgment after **we** have exhausted **our** limit of liability.

Losses We Do Not Cover Under Coverage X:

1. **We** do not cover any **bodily injury** or **property damage** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to govern his or her conduct;
 - b) such **bodily injury** or **property damage** is of a different kind or degree than intended or reasonably expected; or
 - c) such **bodily injury** or **property damage** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether such **insured person** is actually charged with, or convicted of, a crime.

2. **We** do not cover **bodily injury** to an **insured person** or **property damage** to property owned by an **insured person** whenever any benefit of this coverage would accrue directly or indirectly to an **insured person**.
3. **We** do not cover **bodily injury** to any person eligible to receive any benefits required to be provided, or voluntarily provided, by an **insured person** under any workers' compensation, non-occupational disability or occupational disease law.
4. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.

We will not apply this exclusion to **bodily injury** to a **residence employee**.

5. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. **We** will not apply this exclusion to:
 - a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;
 - c) a motorized wheelchair;
 - d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
 - e) a golf cart owned by an **insured person** when used for golfing purposes;
 - f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
 - g) lawn or garden implements under 40 horsepower; or
 - h) **bodily injury** to a **residence employee**.
6. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:
 - a) has inboard or inboard-outboard motor power of more than 50 horsepower;
 - b) is a sailing vessel 26 feet or more in length;
 - c) is powered by one or more outboard motors with more than 25 total horsepower;
 - d) is designated as an airboat, air cushion, or similar type of watercraft; or
 - e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

We will not apply this exclusion to **bodily injury** to a **residence employee**.

7. **We** do not cover **bodily injury** or **property damage** arising out of:
 - a) the negligent supervision by any **insured person** of any person; or
 - b) any liability statutorily imposed on any **insured person**;
 arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, hovercraft, motorized land vehicle or trailer which is not covered under **Section II** of this policy.
8. **We** do not cover any **bodily injury** which results in any manner from the discharge, dispersal, release or escape of vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

We will not apply this exclusion to **bodily injury** which results from such discharge, dispersal, release or escape, if the discharge, dispersal, release or escape is sudden and accidental.
9. **We** do not cover any **property damage** which results in any manner from vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.
10. **We** do not cover any liability imposed upon any **insured person** by any civil, governmental or military authority for **bodily injury** or **property damage** which results in any manner from vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.
11. **We** do not cover **bodily injury** or **property damage** arising out of the rendering of, or failure to render, professional services by an **insured person**.
12. **We** do not cover **bodily injury** or **property damage** arising out of the past or present **business** activities of an **insured person**.

We will not apply this exclusion to **bodily injury** or **property damage** arising from the occasional or part-time **business** activities of an **insured person** who is a student under 21 years of age who is self-employed and has no employees.
13. **We** do not cover **bodily injury** or **property damage** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**. **We** will not apply this exclusion to **bodily injury** to a **residence employee**.
14. **We** do not cover **property damage** to property rented to, occupied or used by, or in the care of, an **insured person**. **We** will not apply this exclusion if the **property damage** is caused by fire, explosion or smoke.
15. **We** do not cover any liability an **insured person** assumes arising out of any contract or agreement.



16. **We** do not cover **bodily injury** or **property damage** caused by:
 - a) war, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or
 - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
17. **We** do not cover **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.
18. **We** do not cover any liability imposed upon any **insured person** by any civil, governmental or military authority for **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.
19. **We** do not cover any loss, cost or expense arising out of any request, demand, or order that any **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, or neutralize, or in any way respond to or assess the effects of any type of vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.
20. **We** do not cover **bodily injury** or **property damage** arising out of nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. **Bodily injury** or **property damage** arising out of a nuclear hazard is not considered as arising from fire, explosion or smoke.
21. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of hovercrafts. **We** will not apply this exclusion to **bodily injury** to a **residence employee**.

Guest Medical Protection–Coverage Y

Losses We Cover Under Coverage Y:

We will pay the reasonable expenses incurred for necessary medical, surgical, X-ray and dental services, ambulance, hospital, licensed nursing and funeral services, and prosthetic devices, eye glasses, hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an **occurrence** causing **bodily injury** to which this policy applies, and is covered by this part of the policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on the **insured premises** with the permission of an **insured person**; or

2. off the **insured premises**, if the **bodily injury**:
 - a) arises out of a condition on the **insured premises** or immediately adjoining ways;
 - b) is caused by the activities of an **insured person** or a **residence employee**;
 - c) is caused by an animal owned by or in the care of an **insured person**; or
 - d) is sustained by a **residence employee**.

Losses We Do Not Cover Under Coverage Y:

1. **We** do not cover any **bodily injury** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to govern his or her conduct;
 - b) such **bodily injury** is of a different kind or degree than intended or reasonably expected; or
 - c) such **bodily injury** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether such **insured person** is actually charged with, or convicted of, a crime.

2. **We** do not cover **bodily injury** to any **insured person** or regular resident of the **insured premises**. **We** will not apply this exclusion to a **residence employee**.
3. **We** do not cover **bodily injury** to any person eligible to receive any benefits required to be provided, or voluntarily provided, under any workers' compensation, non-occupational disability or occupational disease law.
4. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.

We will not apply this exclusion to **bodily injury** to a **residence employee**.

5. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. **We** will not apply this exclusion to:
 - a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;
 - c) a motorized wheelchair;
 - d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
 - e) a golf cart owned by an **insured person** when used for golfing purposes;

- f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
- g) lawn or garden implements under 40 horsepower; or
- h) **bodily injury** to a **residence employee**.

6. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:
- a) has inboard or inboard-outboard motor power of more than 50 horsepower;
 - b) is a sailing vessel 26 feet or more in length;
 - c) is powered by one or more outboard motors with more than 25 total horsepower;
 - d) is designated as an airboat, air cushion, or similar type of watercraft; or
 - e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

We will not apply this exclusion to **bodily injury** to a **residence employee**.

7. **We** do not cover **bodily injury** arising out of:
- a) the negligent supervision by any **insured person** of any person; or
 - b) any liability statutorily imposed on any **insured person**;
- arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, hovercraft, motorized land vehicle or trailer which is not covered under **Section II** of this policy.

8. **We** do not cover any **bodily injury** which results in any manner from the discharge, dispersal, release or escape of vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

We will not apply this exclusion to **bodily injury** which results from such discharge, dispersal, release or escape, if the discharge, dispersal, release or escape is sudden and accidental.

9. **We** do not cover **bodily injury** arising out of the rendering of, or failure to render, professional services by an **insured person**.
10. **We** do not cover **bodily injury** arising out of the past or present **business** activities of an **insured person**.

We will not apply this exclusion to **bodily injury** arising from the occasional or part-time **business** activities of an **insured person** who is a student under 21 years of age who is self-employed and has no employees.

11. **We** do not cover **bodily injury** to any person on the **insured premises** because of a **business** activity or professional service conducted there.
12. **We** do not cover **bodily injury** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**.

We will not apply this exclusion to **bodily injury** to a **residence employee**.

13. **We** do not cover **bodily injury** caused by:
- a) war, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or
 - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
14. **We** do not cover **bodily injury** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.
15. **We** do not cover **bodily injury** arising out of nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. **Bodily injury** arising out of a nuclear hazard is not considered as arising from fire, explosion or smoke.
16. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of hovercrafts. **We** will not apply this exclusion to **bodily injury** to a **residence employee**.

Section II Additional Protection

We will pay, in addition to the limits of liability:

1. Claim Expenses

We will pay:

- a) all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**;
- b) interest accruing on damages awarded until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy; interest will be paid only on damages which do not exceed **our** limits of liability;
- c) premiums on bonds required in any suit **we** defend; **we** will not pay bond premiums in an amount that is more than **our** limit of liability; **we** have no obligation to apply for or furnish bonds;
- d) up to \$150 per day for loss of wages and salary, when **we** ask **you** to attend trials and hearings;
- e) any other reasonable expenses incurred by an **insured person** at **our** request.

2. Emergency First Aid

We will pay reasonable expenses incurred by an **insured person** for first aid to other persons at the time of an accident involving **bodily injury** covered under this policy.

3. Damage To Property Of Others

At **your** request, **we** will pay up to \$1,000 each time an **insured person** causes **property damage** to someone else's property. At **our** option, **we**



will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

We will not pay for **property damage**:

- a) to property covered under **Section I** of this policy;
- b) to property intentionally damaged by an **insured person** who has attained the age of 13;
- c) to property owned by or rented to an **insured person**, any tenant of an **insured person**, or any resident in **your** household; or
- d) arising out of:
 - 1) past or present **business** activities;
 - 2) any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or
 - 3) the ownership or use of a motorized land vehicle, trailer, aircraft, hovercraft or watercraft.

Section II Conditions

1. What You Must Do After A Loss

In the event of **bodily injury** or **property damage**, **you** must do the following:

- a) Promptly notify **us** or **our** agent stating:
 - 1) **your** name and policy number;
 - 2) the date, the place and the circumstances of the loss;
 - 3) the name and address of anyone who might have a claim against an **insured person**;
 - 4) the names and addresses of any witnesses.
- b) Promptly send **us** any legal papers relating to the accident.
- c) At **our** request, an **insured person** will:
 - 1) cooperate with **us** and assist **us** in any matter concerning a claim or suit;
 - 2) help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**;
 - 3) attend any hearing or trial.
- d) Under the **Damage To Property Of Others** protection, give **us** a sworn statement of the loss. This must be made within 60 days after the date of loss. Also, an **insured person** must be prepared to show **us** any damaged property under that person's control.

Any **insured person** will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

2. What An Injured Person Must Do—Guest Medical Protection—Coverage Y

If someone is injured, that person, or someone acting for that person, must do the following:

- a) Promptly give **us** written proof of the loss. If **we** request, this must be done under oath.
- b) Give **us** written authorization to obtain copies of all medical records and reports.
- c) Permit doctors **we** select to examine the injured person as often as **we** may reasonably require.

3. Our Payment Of Loss—Guest Medical Protection—Coverage Y

We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured person**.

4. Our Limits Of Liability

Regardless of the number of **insured persons**, injured persons, claims, claimants or policies involved, **our** total liability under **Family Liability Protection—Coverage X** for damages resulting from one **occurrence** will not exceed the Limit Of Liability shown on the Policy Declarations. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to the same general conditions is considered the result of one **occurrence**.

Our total liability under **Guest Medical Protection—Coverage Y** for all medical expenses payable for **bodily injury**, to any one person, shall not exceed the "each person" Limit Of Liability shown on the Policy Declarations.

5. Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured person**.

6. Our Rights To Recover Payment—Family Liability Protection—Coverage X

When **we** pay any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them.

7. Action Against Us

- a) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless there has been full compliance with all policy terms.
- b) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Family Liability Protection—Coverage X**, unless the obligation of an **insured person** to pay has been finally determined either by judgment against the **insured person**, injured person and **us**, and the action against **us** is commenced within one year of such judgment or agreement.
- c) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Guest Medical Protection—Coverage Y**, unless such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred.
- d) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Section II Additional Protection**, unless such action is commenced within one year after the date the claim expenses or emergency first aid expenses for which coverage is sought were actually incurred, or within one year after the date

of loss to the property if coverage is being sought under the **Damage To Property Of Others** provision.

- e) No one shall have any right to make **us** a party to an action to determine the liability of an **insured person**.

8. **Other Insurance—Family Liability Protection—Coverage X**

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

Section III—Optional Protection

Optional Coverages

The following Optional Coverages may supplement coverages found in **Section I** or **Section II** and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. **Building Codes—Coverage BC**

We will pay up to the Limit Of Liability shown on the Policy Declarations for Building Codes coverage to comply with local building codes after covered loss to the **dwelling** or when repair or replacement results in increased cost due to the enforcement of any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of the **dwelling**.

2. **Increased Coverage On Business Property—Coverage BP**

The limitation on **business** property located on the **residence premises**, under **Personal Property Protection—Coverage C**, is increased to the amount shown on the Policy Declarations. This increased coverage includes property held as samples or for sale or delivery after sale, while the property is on the **residence premises**.

3. **Fire Department Charges—Coverage F**

The \$500 limit applying to the fire department service charges under **Additional Protection** is increased to the amount shown on the Policy Declarations.

4. **Loss Assessments—Coverage G**

If **your residence premises** includes a **building structure** which is constructed in common with one or more similar buildings, and **you** are a member of, and subject to the rules of, an association governing the areas held in common by all building owners as members of the association, the **insured premises** means the **building structure** occupied exclusively by **your** household as a private residence, including the grounds, related structures and private approaches to them.

We will pay **your** share of any special assessments charged against all building owners by the association up to the Limit Of Liability shown on the Policy Declarations, when the assessment is made as a result of:

- a) sudden and accidental direct physical loss to the property held in common by all building owners caused by a loss **we** cover under **Section I** of this policy; or

- b) **bodily injury** or **property damage** covered under **Section II** of this policy.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

We will pay only when the assessment levied against the **insured person**, as a result of any one loss, for **bodily injury** or **property damage** exceeds \$500 and then only for the amount of such excess. This coverage is not subject to any deductible applying to **Section I** of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to **Sections I** and **II** of this policy and the **Section I** and **II Conditions**, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

5. **Extended Coverage On Jewelry, Watches And Furs—Coverage J**

Personal Property Protection—Coverage C is extended to pay for sudden and accidental direct physical loss to the following property, subject to the provisions in this coverage:

- a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum; and
 b) furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations. This amount is not in addition to the amount of insurance applying to **Personal Property Protection—Coverage C**. However, in no event will coverage be less than would have applied in the absence of **Coverage J**.

The following exclusions contained in **Losses We Do Not Cover Under Coverage C** apply to the coverage afforded under this **Coverage J**: items A.7, A.8, D.1 and D.3. In addition, **we** do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

- a) wear and tear;
 b) gradual deterioration;
 c) inherent vice; or
 d) insects or vermin.

Any deductible shown on the Policy Declarations applicable to **Personal Property Protection—Coverage C**, also applies to a loss under this coverage.

6. **Increased Coverage On Theft Of Silverware—Coverage ST**

The \$2,500 limitation on theft of goldware, silverware, pewterware and platinumware under **Personal Property Protection—Coverage C** is increased to the amount shown on the Policy Declarations.



Policy Endorsement

Policy number: **815 378 442**
Policy effective date: July 6, 2018

*The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.*

Amendatory Endorsement - AP4922

This endorsement amends your Policy and is in addition to all other amendatory endorsements that apply to this policy.

Throughout the policy, the calculation for actual cash value may include expense depreciation. Expense depreciation means depreciation, including, but not limited to, the cost of goods, materials, equipment, labor, and services, as well as applicable overhead, profit, taxes and fees, necessary to replace, repair, or rebuild damaged property.

All other policy terms and conditions apply.

*The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.*

Extended Premises Amendatory Endorsement - AVP19

I. In the **General** section, under **Definitions Used In This Policy**, the following changes are made:

A. Item 3, **Business**, is replaced by the following:

3. **Business**—means:

- a) any full- or part-time activity of any kind engaged in for economic gain including the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is also a **business**.

However, the mutual exchange of home day care services is not considered a **business**;

- b) the rental or holding for rental of property by an **insured person**.

If the **dwelling** on the **residence premises** is a single-family **building structure**, rental of **your residence premises** is not considered a **business** when:

- a) the **residence premises** is rented occasionally for residential purposes;
- b) a portion is rented to roomers or boarders, provided not more than two roomers or boarders reside on the **residence premises** at any one time; or
- c) a portion is rented as a private garage.

If the **dwelling** on the **residence premises** is a two-, three-, or four-family **building structure**, rental of the **residence premises** is not considered a **business** when:

- a) the **residence premises** is rented occasionally for residential purposes;
- b) a portion of the unit where **you** reside is rented to roomers or boarders, provided not more than two roomers or boarders reside in that portion at any one time;
- c) the **rental unit(s)** is/are rented to **tenants** as a private residence; or
- d) a portion is rented to a **tenant** as a private garage.

B. Item 4, **Dwelling** is replaced by the following:

4. **Dwelling**—means a one-, two-, three- or four- family **building structure**, identified as the insured property on the Policy Declarations, where **you** reside and which is principally used as a private residence.

C. Item 6, **Insured premises** is replaced by the following:

6. **Insured premises**—means:

- a) the **residence premises**; and
- b) under **Section II** only:
 - 1) the part of any other premises, other structures and grounds used by **you** as a residence. This includes premises, structures and grounds **you** acquire for **your** use as a private residence while this policy is in effect;
 - 2) any part of a premises not owned by an **insured person** but where an **insured person** is temporarily living;
 - 3) cemetery plots or burial vaults owned by an **insured person**;
 - 4) vacant land, other than farmland, owned by or rented to an **insured person**;
 - 5) land owned by or rented to an **insured person** where a one-, two-, three- or four-family **dwelling** is being built as that person's residence;
 - 6) any premises used by an **insured person** in connection with the **residence premises**; and
 - 7) any part of a premises occasionally rented to an **insured person** for other than **business** purposes.

D. The following definitions are added:

Rental unit—means that portion of **your dwelling** or other **building structures** on the **residence premises** which form separate living space intended for **tenant** occupancy.

Tenant—means any person who rents a **rental unit**, or who rents a portion of the **residence premises** as a private garage, from an

insured person. A **tenant**, an employee of a **tenant** or a guest of a **tenant** is not an **insured person's** guest.

- II. In **Section I—Your Property, Personal Property Protection—Coverage C**, under **Property We Do Not Cover Under Coverage C**, item 5 is replaced by the following:

5. Property of roomers, boarders, or **tenants** not related to **you**.

- III. In **Section I Conditions**, under item 3, **What You Must Do After A Loss**, sub-item f) is replaced by the following:

- f) as often as **we** reasonably require:
- 1) show **us** the damaged property. **We** have a right to reasonable and safe opportunities to view and inspect the loss as often as necessary, unimpeded by actions of **you** or others, including, but not limited to, civil, governmental or military authorities, that prevent **us** from viewing and inspecting the loss. **We** may require **you** to accompany **us** when **we** conduct these activities.
 - 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person** and sign a transcript of the same.
 - 3) produce representatives, employees, members of the **insured person's** household or others to the extent it is within the **insured person's** power to do so;
 - 4) provide available information as **we** require concerning **tenants**; and

- IV. In **Section II—Family Liability And Guest Medical Protection, Section II Additional Protection**, under **Damage To Property Of Others**, item c) in the second paragraph is replaced by the following:

- c) to property owned by or rented to an **insured person**, a **tenant**, employee of a **tenant**, guest of a **tenant**, or any resident in **your** household; or

- V. In **Section III—Optional Protection, Optional Coverages**, the first paragraph of **Loss Assessments—Coverage G** is replaced by the following:

If **your residence premises** includes a **building structure** which is constructed in common with one or more similar buildings, and **you** are a member of, and subject to the rules of, an association governing the areas held in common by all building owners as members of the association, the **insured premises** means the **building structure** occupied by **your** household as a private residence, including the grounds, related structures and the private approaches to them.

All other policy terms and conditions apply.

*The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.*

Arkansas

Amendatory Endorsement - AVP159-1

- I. In the **General** section of the policy, the following changes are made:

- A. The **Cancellation** provision is replaced by the following:

Cancellation

Your Right to Cancel:

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

Our Right to Cancel:

We may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 60 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason by giving **you** at least 10 days notice before the cancellation takes effect.

When this policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

1. nonpayment of premium;
2. fraud or material misrepresentation made by **you** or with **your** knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
3. the occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance; or
4. a material violation of a material provision of the policy.

If the cancellation is for nonpayment of premium, **we** will give **you** at least 10 days notice. If the cancellation is for any other reason, **we** will give **you** at least 30 days notice.

Our mailing the notice of cancellation to **you** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

Our Right Not to Continue Or Renew:

We have the right not to renew or continue the policy beyond the current premium period. If **we** do not intend to continue or renew the policy, **we** will mail **you** notice at least 30 days before the end of the premium period. **Our** mailing the notice of non-renewal to **you** will be deemed proof of notice.



Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

- B. The **Action Against Us** provision is deleted.
- C. The **Arbitration** provision is replaced by the following:

Arbitration

Any claim or dispute in any way related to this policy, by an **insured person** against **us** or **us** against an **insured person**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be voluntary and non-binding, subject to the following:

- 1. no arbitrator shall have the authority to award punitive damages or attorney's fees;
- 2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- 3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Punitive damages means damages imposed to punish a wrongdoer and to deter others from similar conduct.

- D. The following provisions are added:

Conditional Reinstatement

If **we** mail a cancellation notice because **you** did not pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Loss Reduction And Other Items

From time to time and at **our** sole discretion:

- 1. **we** may provide **you**, or allow others to provide **you**, with:
 - a) items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars or other things of value designed to help **you** or other persons insured under this policy manage the risks **you** or they face, including, but not limited to, loss reduction or safety-related items; or
 - b) items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars or things of any other type that **we** think may be of value to **you** or someone else insured under this policy.
- 2. **we** may make, or allow others to make, one or more of the following: charitable contributions, donations, or gifts.

These items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, charitable contributions, donations, gifts, or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons, vouchers and gift cards.

- II. In **Section I—Your Property** the following changes are made:

- A. Under **Property We Cover Under Coverage C**, item 1 is replaced by the following:

- 1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Personal Property Protection—Coverage C**.

This limitation does not apply to personal property:

- a) in a newly acquired principal residence for the 30 days immediately after **you** begin to move property there; or
- b) in use at a temporary residence when a direct physical loss **we** cover makes **your residence premises** uninhabitable.

- B. Under **Losses We Do Not Cover Under Coverages A and B**, item B is replaced by the following:

- B. Under **Dwelling Protection—Coverage A** and **Other Structures Protection—Coverage B** of this policy, **we** do not cover:

- 1. any loss consisting of or caused by mold, fungus, wet rot, dry rot or bacteria that is not the direct result of a loss otherwise covered by this policy. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria that is not the direct result of a loss otherwise covered by this policy.
- 2. remediation of mold, fungus, wet rot, dry rot or bacteria whether or not the remediation is the direct result of a loss otherwise covered by this policy. **Remediation** means the treatment, removal or disposal of mold, fungus, wet rot or dry rot.

- C. Under **Losses We Do Not Cover Under Coverage C**, item B is replaced by the following:

- B. Under **Personal Property Protection—Coverage C** of this policy, **we** do not cover:

- 1. any loss consisting of or caused by mold, fungus, wet rot, dry rot or bacteria that is not the direct result of a loss otherwise covered by this policy. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria

that is not the direct result of a loss otherwise covered by this policy.

2. remediation of mold, fungus, wet rot, dry rot or bacteria whether or not the remediation is the direct result of a loss otherwise covered by this policy. **Remediation** means the treatment, removal or disposal of mold, fungus, wet rot or dry rot.

III. In **Section I Additional Protection**, the followings changes are made:

A. Item 1, **Additional Living Expense** is replaced by the following:

1. **Additional Living Expense**

We will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** makes **your residence premises** uninhabitable.

Payment for additional living expense as a result of a covered loss under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** will be limited to the least of the following:

- a) the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- b) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- c) 24 months.

These periods of time are not limited by the termination of this policy.

In no event shall **our** payment for additional living expenses exceed the Limit Of Liability shown on **your** Policy Declarations for Additional Living Expense.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

B. Item 2, **Civil Authority** is replaced by the following:

2. **Civil, Governmental And Military Authorities**

We will pay the reasonable and necessary increase in living expenses for up to two weeks should civil, governmental or military authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by an event, peril or condition **we** insure against under **Dwelling Protection-Coverage A, Other Structures**

Protection-Coverage B or Personal Property Protection-Coverage C.

The two-week period of time referenced above is not limited by the termination of this policy.

No deductible applies to this protection.

IV. In **Section I Conditions**, the following changes are made:

A. Under item 5, How We Pay For A Loss, in provision c), the first paragraph is replaced by the following:

Building Structure Reimbursement. Under **Dwelling Protection-Coverage A and Other Structures**

Protection-Coverage B, we will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants or pollutants as required to complete repair or replacement of that part of a **building structure** damaged by a covered loss.

B. Item 7, **Appraisal** is replaced by the following:

7. **Appraisal**

If **you** and **we** fail to agree on the amount of loss, either party may make written request for a voluntary and non-binding appraisal. If **you** and **we** agree to the appraisal, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after **you** and **we** agree to the appraisal. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire. The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **you** and to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss. Each party has a right to trial on all issues in a court of competent jurisdiction. Costs, including attorney fees, are to be paid by the party incurring them.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

C. Item 10, **Our Rights To Recover Payment** is replaced by the following:

10. **Our Rights To Recover Payment**



When **we** pay for any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them. However, the insurer would be entitled to recovery only after the **insured** has been fully compensated for the loss sustained. **You** may waive **your** rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of the loss.

D. Item 12, **Action Against Us** is replaced by the following:

12. **Action Against Us**

No one may bring an action against **us** unless there has been full compliance with all policy terms.

E. Item b) of the "**We will:**" paragraph of the **Mortgagee** provision is replaced by the following:

We will:

- b) give the mortgagee at least 10 days notice if **we** cancel this policy for nonpayment of premium, or at least 20 days notice if **we** cancel for any other reason.

F. Item 19, **Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss** is deleted.

V. In **Section II—Family Liability And Guest Medical Protection**, the following changes are made:

A. Under **Losses We Do Not Cover Under Coverage X**, item 9 is replaced by the following:

9. **We** do not cover any **property damage** which results in any manner from vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

We will not apply this exclusion to such **property damage** which is the direct result of a hostile fire. Hostile fire means a fire which becomes uncontrollable or breaks out from where it was intended to be.

B. Under **Section II Conditions**, item 7, **Action Against Us** is replaced by the following:

7. **Action Against Us**

- a) No one may bring an action against **us** unless there has been full compliance with all policy terms.
- b) No one may bring an action against **us** under **Family Liability Protection—Coverage X** unless the obligation of an **insured person** to pay has been finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person and **us**.

- c) No one shall have any right to make **us** a party to an action to determine the liability of an **insured person**.

All other policy terms and conditions apply.

The following endorsement changes your policy.

Please read this document carefully and keep it with your policy.

Windstorm and Hail Deductible Endorsement – AVP82 (2016)

Under **Section I Conditions**, Conditions 1, "**Deductible**," the following is added:

Windstorm And Hail Deductible

The windstorm and hail deductible applies in the event of covered loss caused by **windstorm** or hail.

The **windstorm** and hail deductible amount will appear on **your** Policy Declarations. **We** will pay only when a covered loss to which this deductible applies exceeds the **windstorm** and hail deductible amount. **We** will then pay only the excess amount.

If another deductible applicable to the loss exceeds the **windstorm** and hail deductible, the greater deductible will be applied to the loss.

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

The following endorsement changes your policy.

Please read this document carefully and keep it with your policy.

Roof Surfaces Endorsement – AVP247

This endorsement applies to **roof surface(s)** damaged or destroyed by **windstorm** or hail.

In **Section I Conditions**, under item 5, **How We Pay For A Loss**, the following changes are made:

A. In provision a) (titled "Special Payment."), the following paragraph is added:

This Special Payment provision does not apply to **roof surface(s)** when the loss is caused by **windstorm** or hail.

B. In provision b) (titled "Actual Cash Value."), the following paragraph is added:

This Actual Cash Value provision does not apply to **roof surface(s)** when the loss is caused by **windstorm** or hail.

C. The following provision (titled "**Roof Surface.**") is added to condition 5 (titled "How We Pay For A Loss"):

- e) **Roof Surface.** In the event of a covered loss to **roof surface(s)** damaged or destroyed by **windstorm** or hail, **we** will pay the smallest of the following amounts:
- 1) the repair cost of the part(s) of the **roof surface(s)** damaged or destroyed by **windstorm** or hail; or
 - 2) the **Roof Surface Payment Schedule** amount, which is the applicable percentage(s) of the replacement cost of the **roof surface(s)** damaged or destroyed by **windstorm** or hail as indicated in the **Roof Surface Payment Schedule** below.

However, in no event shall **our** payment for any loss to the **building structure(s)** or other structure(s), including any payments made under this **Roof Surface** provision, exceed the applicable Limit Of Liability as shown on the Policy Declarations for **Dwelling Protection-Coverage A** or **Other Structures Protection-Coverage B** (or, when applicable, any extended coverage limits due to the application of the **Building Structure Reimbursement Extended Limits Endorsement**), regardless of the number of **building structures** and structures other than **building structures** involved in the loss.

Payment under this **Roof Surface** provision will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, relocation or demolition of **building structures** or other structures.

Roof Surface Payment Schedule

The applicable percentage in this chart will apply to all **roof surface** components and installation including the applicable overhead, profit, labor, taxes and fees associated with replacement of the **roof surface(s)**.

Age of Roof	Roof Surface Material Type					All Other Roof Surface Material Types
	Composition	Slate	Tile	Wood	Metal	
0	100%	100%	100%	100%	100%	100%
1	97%	99%	98%	98%	99%	97%
2	94%	98%	96%	96%	98%	94%
3	91%	97%	94%	94%	97%	91%
4	88%	96%	92%	92%	96%	88%
5	85%	95%	90%	90%	95%	85%
6	82%	94%	88%	88%	94%	82%
7	79%	93%	86%	86%	93%	79%
8	76%	92%	84%	84%	92%	76%
9	73%	91%	82%	82%	91%	73%
10	70%	90%	80%	80%	90%	70%
11	67%	89%	78%	78%	89%	67%
12	64%	88%	76%	76%	88%	64%
13	61%	87%	74%	74%	87%	61%
14	58%	86%	72%	72%	86%	58%
15	55%	85%	70%	70%	85%	55%
16	52%	84%	68%	68%	84%	52%
17	49%	83%	66%	66%	83%	49%
18	46%	82%	64%	64%	82%	46%
19	43%	81%	62%	62%	81%	43%
20	40%	80%	60%	60%	80%	40%
21	37%	79%	58%	58%	79%	37%
22	34%	78%	56%	56%	78%	34%
23	31%	77%	54%	54%	77%	31%
24	28%	76%	52%	52%	76%	28%
25	25%	75%	50%	50%	75%	25%
26	25%	74%	48%	48%	74%	25%
27	25%	73%	46%	46%	73%	25%
28	25%	72%	44%	44%	72%	25%
29	25%	71%	42%	42%	71%	25%
30 or Over	25%	70%	40%	40%	70%	25%

The Roof Surfaces Endorsement provisions apply in addition to the applicable deductible.

All other policy terms and conditions apply.



Important notices

Policy number:

815 378 442

Policy effective date:

July 6, 2018

Your Estimated Home Replacement Cost

Allstate has determined that the estimated cost to replace your home is: \$254,349.

We based your estimated cost on information provided by you and selected data that was available to us, which is described in the "Insured property details" section of your Policy Declarations. Please review all the information in this section to ensure the accuracy of the information used to determine the estimated replacement cost of your home.

The enclosed Policy Declarations shows the limit of liability applicable to Dwelling Protection-Coverage A of your homeowners insurance policy. The estimated replacement cost of your home is the minimum amount for which we will insure your home.

The decision regarding the limit applicable to your Dwelling Protection-Coverage A is your decision to make, as long as, at a minimum, your limit equals the estimated replacement cost as determined by Allstate and does not exceed maximum coverage limitations established by Allstate.

It is important to keep in mind that your Coverage A limits reflect a replacement cost that is only an estimate based on data that was available to us when we made this estimate (this information is described in the "Insured property details" section of your Policy Declarations). The actual amount it will cost to replace your home cannot be known until after a covered total loss has occurred. Please keep in mind that we do not guarantee the adequacy of the estimate to cover any future loss(es).

How Is the Replacement Cost Estimated?

Many factors can affect the cost to replace your home, including its age, size, and type of construction. For example, the replacement cost uses construction data, such as labor and materials, that are available to us when we made this estimate. This estimate is also based on characteristics of the home, which include information that you provided to us. You might have chosen to insure your home for a higher amount than the estimated replacement cost shown above.

Note to Customers Renewing Their Policy

The estimated replacement cost for your home may have changed since the last time we communicated this information to you. This is because, at renewal, Allstate uses the home characteristics that you have provided to us to recalculate and update the estimated replacement cost. Using updated labor and material rates for your zip code, Allstate takes the home characteristics you have provided and determines the updated estimated replacement cost. The information about your

home's characteristics is provided in the "Insured property details" section of your Policy Declarations.

If the information about your home shown in your Policy Declarations requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative, or call us at 1-800-ALLSTATE.

X73182

Address Confirmation Request

Please Confirm Your Current Address

As you may know, we base our property insurance rates, in part, on where a customer's property is located. According to our records, the location of the dwelling your property policy covers is:

Address: **983 and 985 Lewis**

City/Village/Township: **Fayetteville**

State: **AR**

Zip: **72701**

County: **Washington**

We ask that you please review this information to make sure the address we've listed above is accurate. If you see any information that is incorrect, please contact your Allstate representative as soon as possible and provide them with the correct information. Once we receive your updated information, we will send you an Amended Policy Declarations and, if necessary, adjust your insurance premium to reflect the updated information.

If the information above is correct, you do not need to contact us. Feel free to contact your Allstate representative with any questions you may have about this notice.

X72770

About Your Roof Surface Coverage

We want to make sure you're aware that in the event of covered windstorm or hail damage to your roof surface, we will provide coverage under your policy's Roof Surfaces Endorsement. With this endorsement, we will pay for covered windstorm or hail damage to your roof surface as outlined in the Roof Surface Payment Schedule included in the endorsement. (Note: This endorsement only applies to windstorm or hail damage to your roof surface; other types of

covered losses, such as fire, are handled as described in your policy.)

The Roof Surface Payment Schedule gives you specific, detailed information about your coverage in the unfortunate event of windstorm or hail damage to your roof surface. While, in many situations, we may not provide a full roof surface replacement, our new Payment Schedule can help you plan for these situations and more effectively manage the care and maintenance of your roof.

In addition, we can provide you with information about contractors and other resources to help you assess the condition of your roof and make even more informed decisions about how to best protect your home and keep it in Good Hands® for many years to come.

How the Roof Surface Payment Schedule Works

To help you understand how the Roof Surface Payment Schedule works, we've provided two generic examples below. As you review them, please refer to the Roof Surface Payment Schedule in the Roof Surfaces Endorsement enclosed in your policy package, which outlines how this coverage would apply to various roof types of various ages.

Example #1:

If you have a composition roof surface that is twenty years old and it suffers windstorm or hail damage in a covered loss, we would pay for the smallest of the following amounts:

- The repair cost of the part(s) of the roof surface(s) damaged or destroyed by windstorm or hail, minus your deductible, or
- 40% of the replacement cost of the roof surface(s) damaged or destroyed by windstorm or hail, minus your deductible, or
- The Limit Of Liability under Dwelling Protection–Coverage A or Other Structures Protection–Coverage B shown on the Policy Declarations that applies to the damaged or destroyed roof surface(s)—minus your deductible—regardless of the number of buildings or other structures involved in the loss.

If we add the following hypothetical numbers to this example (the replacement cost of the roof is \$10,000 and the deductible is \$1,000), we get the following result:

40% of this \$10,000 replacement cost is: \$4,000.

After subtracting the \$1,000 deductible, we would pay you: \$3,000.

Here's a graphic depiction of what we just described:

Description	Loss Total	Allstate Pays	You Pay
Roof replacement cost	\$10,000		
Insurance coverage (40% of replacement cost)		\$4,000	\$6,000
Your deductible applied		(\$1,000)	\$1,000
Total		\$3,000	\$7,000

Example #2:

If you have a composition roof surface that is seven years old and it suffers windstorm or hail damage in a covered loss, we would pay for the smallest of the following amounts:

- The repair cost of the part(s) of the roof surface(s) damaged or destroyed by windstorm or hail, minus your deductible, or
- 79% of the replacement cost of the roof surface(s) damaged or destroyed by windstorm or hail, minus your deductible, or
- The Limit Of Liability under Dwelling Protection–Coverage A or Other Structures Protection–Coverage B shown on the Policy Declarations that applies to the damaged or destroyed roof surface(s)—minus your deductible—regardless of the number of buildings or other structures involved in the loss.

If we add the following hypothetical numbers to this example (the replacement cost of the roof is \$10,000 and the deductible is \$1,000), we get the following result:

79% of this \$10,000 replacement cost is: \$7,900.

After subtracting the \$1,000 deductible, we would pay you: \$6,900.

Here's a graphic depiction of what we just described:

Description	Loss Total	Allstate Pays	You Pay
Roof replacement cost	\$10,000		
Insurance coverage (79% of replacement cost)		\$7,900	\$2,100
Your deductible applied		(\$1,000)	\$1,000
Total		\$6,900	\$3,100



If you have questions about these examples—or about the Roof Surface Payment Schedule in general—please contact your Allstate representative to discuss them.

An Additional Coverage Option

If you recently replaced your roof surface—or are planning on making this change—please send us documents reflecting this work, such as a copy of an invoice for the work on your roof surface. We will inspect your roof, and you may be able to purchase Roof Surface(s) Extended Coverage, which, in the event of covered windstorm or hail damage to your roof surface, may reduce your out-of-pocket expenses.

Again, we know you may have questions about this topic. If so, please feel free to contact your Allstate representative.

X73360

Identity Theft Expenses Coverage— Coverage for Identity Theft Victims

While modern technology has made our lives easier, it has also made it easier for thieves to commit identity theft.

Thieves begin by gaining access to personal information such as your Social Security Number, date of birth and driver's license number. They then use this information to set up fake accounts, open loans, rent housing, secure employment or even obtain medical care—all without you even knowing.

As this crime grows increasingly common, consumers need options for dealing with the costs and hassles related to identity theft—that's why we're offering Identity Theft Expenses Coverage.

For Just \$30 per Year, You Can Get Help to Restore Your Good Name

Now Allstate has a product that can help you if your identity is stolen. You can add this optional coverage to your property policy for just a few dollars a month—a small price to pay for peace of mind—especially when you consider that while other insurance companies typically require a deductible for similar protection, with Allstate there is no deductible.

Allstate Takes Identity Theft Expenses Coverage a Step Further

If you purchase this coverage, we'll reimburse you for covered expenses you incur to restore your identity up to a \$25,000 coverage limit. That's more than most companies offer for this type of coverage. This coverage includes reimbursement for:

- **Attorneys fees** (subject to applicable coverage limits)—in case you need to hire an attorney to defend you if lawsuits are brought against you by merchants or collection agencies, if you need help to remove criminal or civil judgments wrongly entered against you, or to challenge information contained in your credit report.
- **Lost wage recovery** (up to \$250/day with a \$5,000 cap)—this will help cover wages or salary you may lose if you need to take time off work to complete affidavits or meet with law enforcement agencies, financial institutions, credit grantors, credit reporting agencies or attorneys.
- **Loan reapplication fees**—this covers your expenses if you need to reapply for loans denied you solely because the lender received incorrect information due to identity theft.
- **Other expenses**—covers other expenses involved in restoring your identity, such as mailing costs, notary expenses and long-distance phone calls.

You Can Get Help If You Become a Victim

If you become a victim of identity theft, you probably won't know all that is involved in restoring your name. There are many issues you would need help with, including:

- Understanding your rights as an identity theft victim.
- Filling out paperwork, including police reports.
- Issuing a Fraud Alert to the three major credit bureaus, as well as Social Security Administration, Federal Trade Commission, and U.S. Postal Service.
- Obtaining copies of your credit bureau reports.
- Working with the three major credit bureaus to restore the accuracy of your credit history.
- Reviewing your credit history to verify if fraud includes items such as public records (liens, judgments, bankruptcies); credit accounts; or errors with addresses/prior employment.
- Issuing a fraud alert to affected financial institutions and credit card companies.
- Tracing Social Security Numbers and notifying and working with the Department of Motor Vehicles, collection agencies for creditors, and law enforcement personnel.

This may seem overwhelming, but our Identity Theft Expenses Coverage can help. With it, if you decide to hire a firm to help you address identity theft issues such as these, you will have up to \$2,000 available to pay for their services. In addition, we may refer you to a firm that specializes in addressing the effects of identity theft.* In either case, if you have this coverage you'll have peace of mind knowing you can get help to restore your identity.

Are You in Good Hands®?

With Allstate you're getting more than great products and service. You get a team of people who know insurance and give you the freedom to manage your insurance your way. To sign up for Identity Theft Expenses Coverage, or for more information, just call your Allstate representative or log on to allstate.com.

** Referrals, if any, are solely at the discretion of Allstate. Identity Theft Expenses Coverage is subject to policy terms. Please read the policy endorsements carefully.*

X71831-1

Additional Protection for Your Most Valuable Possessions

Property insurance covers many belongings, but some items may require higher coverage limits than those in a standard property policy.

Scheduled Personal Property (SPP) coverage gives you additional protection against loss or damage to your valuables. It's protection not typically provided with standard property coverage. SPP benefits typically include:

- No deductibles to meet
- Coverage for lost or damaged items
- Coverage for valuables kept in a storage location outside your home

Items That May Need the Extra Protection

SPP coverage provides protection for an array of valuable personal property. Here are some of the items you can protect by purchasing SPP coverage through Allstate:

- Jewelry (including wedding rings and precious or semi-precious stones)
- Furs
- Cameras (digital, still, movie, video and related equipment)
- Silverware and antiques (including furniture)
- Musical instruments
- Collections (stamps, coins, music)
- Fine art works (including paintings, etchings, vases and sculptures)
- Manuscripts or books
- Home-office equipment (laptop, computer, audio/visual)
- Sports equipment (such as golf clubs)

Affordable Protection for Your Valuables

The cost of SPP coverage varies, but the value of your property is the best way to determine how much coverage you need. The rates are generally a small percentage of the total value of the items you're insuring. This means that your valuables are being protected for only a fraction of the cost.

Regularly Review Your SPP Coverage

Even if you currently have SPP coverage, it's a good idea to review it annually. It's possible that the value of your property has changed or that you've purchased new items that have not been added to your coverage.

To learn more about SPP coverage, or if you have any questions about your insurance policy in general, contact your Allstate representative, or visit us at allstate.com.

X73169

What You Should Know About Flood Insurance

Most homeowners, renters and commercial insurance policies do not provide coverage for flood damage. In fact, protection against floods is generally available only through a separate policy.

That's why Allstate is a participant in the National Flood Insurance Program (NFIP) and offers standard flood insurance policies.* A flood insurance policy can help complete the insurance protection for your property and help protect your financial well-being.

You May Have More Risk from Flood Than You Think

Approximately 90 percent of all disasters in the U.S. are flood related. While you may think that it couldn't happen to you, over 25 percent of all flood losses occur in low- to moderate-risk areas.

What's more, flood damage is often accompanied by other damage, such as wind and hail (which is typically covered under a property policy). So if you purchase your NFIP coverage through Allstate, you would have the convenience and peace of mind that comes with working with just one claim adjuster and one agent, instead of two or more for a flood claim.

Flood Coverage Is Affordable

The federal government sets the rates for flood insurance, so there's typically no difference in rates from policy to policy. You can switch to an NFIP flood insurance policy administered



Policy number:

815 378 442

Policy effective date:

July 6, 2018

by Allstate for the same amount of premium you may be paying elsewhere. If you choose Allstate, you can have the quality service you've come to expect from us.

For more information about flood insurance, or if you have any questions about your policy in general, please contact your Allstate representative or visit us at allstate.com.

* Allstate provides the standard flood insurance policy under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations. The standard flood insurance policy is written by Allstate for the National Flood Insurance Program which is administered by the Federal Insurance Administration, part of the Federal Emergency Management Agency.

Subject to availability and qualifications. Other terms, conditions and exclusions may apply.

X73168

How We Compensate Our Agencies

The company listed below uses local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies provide numerous services to customers on the company's behalf. Agencies are paid a commission by the company for selling and servicing the company's insurance policies and may be eligible to receive additional compensation and rewards based on performance.

Allstate Vehicle and Property Insurance Company

X72006-1

Important Addresses and Phone Numbers

If you have questions or concerns about your Allstate policy and coverage, you can contact your Allstate agent or representative at the addresses and phone numbers listed below.

Your Agent

To contact your agent, please refer to your Policy Declarations for your agent's name and phone number.

Allstate

To contact Allstate directly, you can call 1-800-ALLSTATE (1-800-255-7828) or write to us at the following address:

Allstate Insurance Company
PO Box 660598

Dallas, TX 75266-0598

Arkansas Insurance Department

If neither your Allstate agent nor a representative at the offices listed above can resolve your question or concern, you can always contact the Arkansas Insurance Department's Consumer Services Division:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201
1-501-371-2640 or 1-800-852-5494

Thank you for choosing Allstate to help you protect what you have today and help you prepare for the future.

X3201-7

You're Receiving the Responsible Payment Discount

As an added benefit of being an Allstate customer, you're receiving our Responsible Payment Discount on your House & Home policy.

Here's how the Responsible Payment Discount works. From this point on, you will continue to receive this discount:

- If you pay your premium in full.
- If you pay your premium through a third party (e.g., escrow).
- If we do not send you a **cancellation notice** for nonpayment of premium (the billing notice we send when we don't receive your payment on time).
 - If we send you a cancellation notice for nonpayment of premium and your policy renews, the discount will be reduced at renewal, which may cause your overall insurance premium to increase.
 - If this discount is reduced because of a cancellation notice, we will add it back to your policy at renewal if no cancellation notices for nonpayment of premium have been sent to you within the most recent twelve-month period ending 45 days prior to your renewal effective date.

Payment Options to Help You Save Money

We want you to continue saving money with the Responsible Payment Discount, so we offer several ways to make paying your bills fast and easy.

- You can sign up for the **Allstate® Easy Pay Plan**, which allows us to deduct your insurance premiums each month,

or in full, from your checking account. You'll save on postage, have fewer checks to write, and have the monthly installment fee reduced.

- You can also pay your premium over the phone with either a check or credit card. Simply call us toll-free at 1-800-ALLSTATE. You'll be asked for your policy number when you pay by phone, so it's a good idea to have your policy documents in hand before you call.
- You can set up an escrow account to ensure your premiums are paid on time. (Please contact your mortgage lender for more information on setting up an escrow account.)
- You can choose to pay your premium in full.

Have Questions? Please Contact Us

If you have any questions about the Responsible Payment Discount, or if you'd like more information about the different bill paying options available to you, please contact your Allstate representative, or call us toll-free at 1-800-ALLSTATE.

X73075

Did Extraordinary Circumstances Affect Your Credit Information?

Allstate understands that people sometimes face difficult circumstances. If extraordinary life events have negatively affected your credit history, you may request that we consider this when we review your credit information, as part of the policy rating process. These extraordinary life circumstances include:

- Divorce
- Death of a Spouse or Member of the Same Household
- Involuntary Unemployment
- Catastrophic Medical Expense
- Care of Adult Dependent
- Identity Theft
- Long-Term Injury, Illness or Disability
- Care of a Dependent Grandchild
- Domestic Violence

Your Next Steps

If you believe any of these experiences have negatively affected your credit history, please contact your Allstate representative or call Allstate directly at 1-877-304-2644. If you decide you want us to review your information, please give

us a call within 90 days of the date your policy begins (as shown in your Policy Declarations).

What You Can Expect

If you contact us, we will send you an Extraordinary Circumstances Appeal Form to complete and return to us. We also will ask you to provide any documentation that will help your appeal. Once we receive your Extraordinary Circumstances Appeal Form and supporting documentation, we will evaluate your appeal and determine whether or not you qualify for a lower premium. In any case, you will be notified of the outcome of our review.

Thank You

Allstate values and appreciates your business. We look forward to helping protect what's important to you for many years.

X73217

Important Information About Your Credit-Based Insurance Score

Please take a moment to read the notice immediately following this insert containing important information about our use of consumer reports and your rights under the federal Fair Credit Reporting Act. In that notice, we explain why we order credit reports and explain how important it is for you to check the accuracy of that information.

In the state where we issued your policy we are required by law to inform you of certain factors in your credit report(s) adversely affecting your credit-based insurance score. The most significant of these factors are:

The average number of months that accounts are listed on the credit report: Generally, the longer your average age of accounts, the more favorable your insurance score will be. Those with the most favorable insurance scores often have an average age of accounts of 16 years or longer.

The presence of at most one account within the past five years: Generally, if you have two or more accounts on your credit report, you may receive a more favorable insurance score. However, having too many accounts may also make your insurance score worse.

If you have any questions about your credit-based insurance score, please contact your Allstate representative. You can also contact us about this information at

Allstate Customer Retention Center
555 Marriott Drive, Suite 700



Nashville, TN 37214
1-800-844-7402
1-888-503-0048
www.transunion.com

If you have any questions regarding this notice or your policy in general, please contact your insurance representative.

XF3

Consumer Report Information and Its Impact on Your Insurance

In an effort to keep insurance costs as competitive as possible for the greatest number of policyholders, we may consider certain prior insurance information, prior insurance loss information and motor vehicle reports (MVR), when determining our customers' eligibility, premiums and payment options. We're writing now to let you know we recently ordered consumer report information about you and, if applicable, another insured person named on your policy, and we are providing you with additional details about this process.

Based in whole or in part on the information provided to us by Current Carrier Database (CCDB), Comprehensive Loss Underwriting Exchange (CLUE), Allstate Vehicle and Property Insurance Company could not offer you a lower rate.

Please keep in mind that the consumer reporting agency(ies) did not make the decision to take this adverse action and will not be able to provide you with any specific reasons regarding why we took this action. Also, any changes to your name or address within the past two years can affect the completeness of your file with the consumer reporting agency(ies). If your information has changed, please let your insurance representative know.

Under Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of your report(s) provided to us by the consumer reporting agency listed below if you request it within 60 days of receiving this notice. You also have the right, under Section 611 of the Fair Credit Reporting Act, to dispute with the consumer reporting agency the accuracy or completeness of any information in the consumer report(s) furnished by the agency.

To request your report, you may contact the appropriate consumer reporting agency at:

LexisNexis Risk Solutions
PO Box 105108
Atlanta, GA 30348-5108
Phone: (800) 456-6004
www.consumerdisclosure.com

XF4

Consumer Report Information and Its Impact on Your Insurance

Many factors play a role in determining your insurance premium. Among the factors we consider are the following: where you live, the coverages and limits you've chosen and discount eligibility. In addition, we use consumer reporting agency information for eligibility and rating purposes. The federal Fair Credit Reporting Act requires us to inform you when we take adverse action based on a consumer report.

As permitted by law, we ordered credit report information about you - the named insured on the policy.

Based in whole or in part on the information provided by TransUnion National Disclosure Center, the rate that we are able to offer you is higher than what it would have been if we had not taken your credit history into account: based on the credit information available to us.

You May Request a Free Credit Report

Under Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of your consumer report from TransUnion if you request it within 60 days of receiving this notice (even if the report did not contain any information regarding credit status). You also have the right, under Section 611 of the Fair Credit Reporting Act, to dispute with TransUnion the accuracy or completeness of any information in any report(s) furnished by the agency.

If you'd like a free copy of your credit report, be sure to make your request within 60 days of receiving this notice. You can contact the reporting agency at:

TransUnion National Disclosure Center
2 Baldwin Place
PO Box 1000
Chester PA 19022
Phone: 1-888-503-0048
www.transunion.com

Please keep in mind that the consumer reporting agency did not make the decision to take this adverse action and will not be able to provide you with any specific reasons regarding why we took this action. Also, any changes to your name or address within the past two years can affect the completeness of your

Important notices

Policy number:

815 378 442

Policy effective date:

July 6, 2018

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report. If your information has changed, please let your insurance representative know.

Have Questions? Please Contact Your Allstate Representative

We hope you will take advantage of these rights and help us give you the lowest premium we can provide. If you have any questions about the information contained in this notice, or about your insurance in general, please contact your insurance representative.

The Connection Between Credit History and Premium

We determine premiums using the information you provide on your insurance application, as well as using other factors. Certain credit report information has proved an effective predictor of insurance losses. It also allows us to keep costs competitive by helping make it possible for customers who are less likely to experience losses to pay less for their insurance. Keep in mind we use credit history in addition to, not instead of, our other characteristics. By considering this information, we can match likelihood of loss to premium even more precisely, and we think that's good for our customers. It allows us to keep insurance costs as competitive as possible for the greatest number of policyholders. You can also learn more about our use of credit information by visiting allstate.com.

XF2



Privacy Statement

Policy number:

815 378 442

Policy effective date:

July 6, 2018

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Thank you for choosing Allstate. We value you, respect your privacy and work hard to protect your personal information.

This statement is provided on behalf of Allstate Insurance Company and the affiliates ("Allstate") listed at the end of this notice. We would like to explain how we collect, use and share the information we obtain about you in the course of doing business.

Our Privacy Assurance

- We do not sell your personal or medical information to anyone.
- We do not share your information with non-affiliate companies that would use it to contact you about their own products and services, unless permitted pursuant to a joint marketing agreement.
- We require persons or organizations that represent or assist us in servicing your policy and claims to keep your information confidential.
- We require our employees to protect your personal information and keep it confidential.

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information. For Social Security Numbers (SSN), this includes restricting access to our employees, agents and others who use your SSN only as permitted by law: to comply with the law, to provide you with products and services, and to handle your claims. Also, our employees' and agents' access to and use of your SSN are limited by the law, our policies and standards, and our written agreements.

Our privacy practices continue to apply to your information even if you cease to be an Allstate customer.

What Personal Information Do We Have and Where Do We Get It

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home and e-mail addresses, driver's license number, Social Security Number, marital status, family member information and healthcare information. Also, we maintain records that include, but are not limited to, policy coverages, premiums, and payment history. We also collect information from outside sources including, but not limited to, insurance support organizations that assemble or collect information about individuals for the purpose of providing to insurance companies. This information may include, but is not limited to,

your driving record, claims history, medical information and credit information.

In addition, Allstate and its business partners gather information through Internet activity, which may include, for example, your operating system, links you used to visit allstate.com, web pages you viewed while visiting our site or applications, Internet Protocol (IP) addresses, and cookies. We use cookies, analytics and other technologies to help:

- Evaluate our marketing campaigns
- Analyze how customers use our website and applications
- Develop new services
- Know how many visitors have seen or clicked on our ads

Also, our business partners assist us with monitoring information including, but not limited to, IP addresses, domain names and browser data, which can help us to better understand how visitors use allstate.com.

How We Use and Share Your Personal Information

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Allstate. This would be done as required or permitted by law. For example, we may do this to:

- Fulfill a transaction you requested or service your policy
- Market our products
- Handle your claim
- Prevent fraud
- Comply with requests from regulatory and law enforcement authorities
- Participate in insurance support organizations

The persons or organizations with whom we may share your personal information may include, among others:

- Your agent, broker or Allstate-affiliated companies
- Companies that perform services, such as marketing, credit card processing, and performing communication services on our behalf
- Business partners that assist us with tracking how visitors use allstate.com
- Other financial institutions with whom we have a joint marketing agreement
- Other insurance companies that play a role in an insurance transaction with you
- Independent claims adjusters
- A business or businesses that conduct actuarial or research studies
- Those who request information pursuant to a subpoena or court order
- Repair shops and recommended claims vendors

The Internet and Your Information Security



We use cookies, analytics and other technologies to help us provide users with better service and a more customized web experience. Additionally, our business partners use tracking services, analytics and other technologies to monitor visits to allstate.com. The website may also use Web beacons (also called "clear GIFs" or "pixel tags") in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement located at the bottom of the allstate.com homepage.

To learn more, the allstate.com Privacy Statement provides information relating to your use of the website. This includes, for example, information regarding:

- 1) How we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 2) Who should use our website;
- 3) The security of information over the Internet; and
- 4) Links and co-branded sites.

How You Can Review and Correct Your Personal Information

You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:

Allstate Insurance Company Customer Privacy Inquiries
PO Box 660598
Dallas, TX 75266-0598

Your Preference for Sharing Personal Information

We would like to share your personal information with one or more Allstate affiliates in order to make you aware of different products, services and offers they can provide. However, you can request that Allstate and its affiliate companies not share your personal information with our affiliates for marketing products and services.

To request that we not allow other Allstate affiliates to use your personal information to market their products and services, you can contact us by calling 1-800-856-2518 twenty-four hours a day, seven days a week. Please keep in mind that it may take up to four weeks to process your request.

If you previously contacted us and asked us not to allow other Allstate affiliates to use your personal information, your previous choice still applies and you do not need to contact us again. If you would like to change your previous choice please call the number above at any time.

We Appreciate Your Business

Thank you for choosing Allstate. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you. We value our relationship with you and look forward to keeping you in Good Hands®.

If you have questions or would like more information, please don't hesitate to contact your Allstate agent or call the Allstate Customer Information Center at 1-800-ALLSTATE.

We reserve the right to change our Privacy practices, procedures, and terms.

Allstate Insurance Company

Allstate entities on which behalf this notice is provided and amongst which information may be shared:

The Allstate family of companies, LSA Securities, Deerbrook General Agency, Inc., Deerbrook Insurance Company, North Light Specialty Insurance Company, Northbrook Indemnity Company.

Please Note: Allstate affiliates American Heritage Life Insurance Company, Castle Key Insurance Company and Castle Key Indemnity Company participate in information sharing with the affiliates listed above, but have a separate privacy notice for their customers.

(ed. 10/2015)

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