

New Mexico

Manufactured Home Program

■ New Business: 1/28/13

Renewal Business: 3/27/13

Comprehensive Manufactured Home

I Broad Manufactured Home



Service is our Hallmark.



GENERAL RULES

The Manufactured Home Program provides coverage under the forms and endorsements filed by the company. For coverage details refer to the form. This manual contains rules governing the usage of forms and endorsements. The rules, forms, and endorsements filed by the Company for each coverage shall govern all cases.

1. Application(s)	The agent's and applicant's signatures are required.
2. Policy Term	The policy may be written for a term of 12 months.
3. Premium Determination	Premiums are calculated by using the Rate Order of Calculation table. Developed premium is rounded to the nearest whole dollar. For example: \$100.50 would be \$101.00 and \$100.49 would be \$100.00
4. Cancellation Rule	No flat cancellation is allowed if coverage has been provided under our policy.
5. Minimum Earned Premium	The minimum earned premium will not be less than \$50.00. Trip Coverage premium will be fully earned.
6. Document Retention	It is the agents' responsibility to secure the required documentation upon binding and retain this information in the insured's file for a period of seven (7) years after the last policy renewal expiration date. Any and all documentation must be made available upon company request.
7. Changes in Limits or Coverage	Changes requiring adjustments of premium shall be computed pro rata. Return premium of amounts less than \$3 will be waived.
8. Transfer or Assignment	Policies may not be transferred or assigned
9. Fees	 A \$30.00 Policy Fee will apply to all policies. A \$30.00 Expense Constant will apply to all policies. A \$30.00 NSF/Return Payment fee applies on all returned payment items. A \$7.00 Late Fee applies if payment is made after the due date. All policies will be charged a \$7.00 Installment Fee.
10. Payment Plans	All payment plans are direct bill. Policy premium for a term may be paid in full or through one of the Company's installment plans.
11. Consumer Reports	Reports may be ordered to verify consumer information including, but not limited to loss and financial history.

DEFINITIONS

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1. Manufactured Home		A manufactured home is defined as a factory fabricated, transportable permanent housing unit built on a chassis. Designed to be used as a dwelling with or without a permanent foundation when connected to required utilities. It may be equipped with one or more room sections that fold, collapse, or telescope into the principal unit when being transported and which can be expanded at the site to provide additional living area.
2. Occupancy	Owner	The insured lives in the manufactured home a minimum of 5 consecutive months or more annually.
	Seasonal/Secondary Residence	The home is not used as a primary residence, but rather occasionally for vacation or weekend purposes. Dwelling may not be rented to others.
	Tenant	Unit is rented to others for monetary or other compensation. The mobile home must be rated based on the principal occupant. Coverage for any tenants is not provided.
3. Other Structures		Structures on the dwelling premises which are not attached to the dwelling.
4. Supplemental Heating Device		Wood, coal or pellet burning stoves, space heaters, fireplace inserts or any other solid fuel burning device that is not centralized.
5. In Park		A park is defined as a planned and named community of manufactured homes which has at least 25 occupied spaces; permanently installed water, electricity and sewage utility services; which are collectively managed; and whose residents recognize common bylaws or rules.
6. Out of Park		Manufactured homes not meeting the in park qualifications.

BASIC DESCRIPTION OF COVERAGE

Coverage Type	Comprehensive	Comprehensive Broad	
Occupancy	Owner	Seasonal	Tenant
A - Dwelling	\$5,000-\$150,000	\$5,000-\$150,000	\$5,000-\$150,000
B - Other Structures	10%	Optional	Optional
C - Contents	50%	Optional	N/A
D - Additional Living Expense	10%	N/A	N/A
E - Liability	\$50,000	Optional	N/A
Animal Liability	\$10,000	Optional	N/A
Trampoline Liability	Excluded	Excluded	Excluded
E - Property Damage	\$500	Optional	N/A
F-Medical Payments to others	\$500	Optional	N/A
Minimum Deductible	\$250	\$250	\$250

BINDING AND EFFECTIVE DATES

Producer must be properly appointed and issued a producer number prior to binding any policies. Applications for coverage must be consistent with the written program guidelines and producer agreement. The down payment or full premium must accompany the application or endorsement. Applications and endorsements processed through the Point Of Sale System will be bound effective the date and time assigned by the system. If the Point of Sale System is off-line at the time you submit an application, please call our Underwriting department for an exception. Applications will not be accepted with a future effective date exceeding sixty days from the current date. Applications or endorsements may not be bound to cover a loss which occurred before the application is signed.

BINDING RESTRICTIONS

Whenever the National Weather Service issues a hurricane, tornado, hail or other severe weather watch or warning and the storm is within 100 miles of the location of the proposed risk, coverage acceptance is limited as follows:

- No new business policies may be written or bound.
- Renewals of the company's expiring policies may be written in the normal manner providing there is no increase in exposure to the company.
- Normal binding authority will resume after the watch and/or warning is lifted by the National Weather Service, providing there is no forecast of an imminent reoccurrence.
- Applications with an effective date/postmark combination which violate the prohibitions listed above will be rejected and no coverage will have existed.

No new policy or coverage may be bound and no endorsement of existing policies that increases the company's exposure may be requested when:

- Wildfire is within 30 miles of dwelling
- Earthquake (applicable when earthquake coverage is provided) restrictions begin with the
 occurrence of an earthquake or aftershock, of 5.0 Richter (or greater), and continue for a
 period of 72 hours for dwellings located in counties (in their entireties) within 100 miles of
 the epicenter.

FLIGIBILITY:

UP TO 1 LOSS IN THE LAST FIVE YEARS

- Prior losses include any loss incurred on any property and/or structure owned, rented, or leased by the applicant.
- Complete details regarding the loss such as cause, location, date, and the amount paid for the loss are required.
- All repairs from prior losses must be complete.

UNINSURED PROPERTIES

- If the risk has been uninsured for 31-90 days provide complete explanation in Remarks section.
- Risks uninsured for more than 90 days are not eligible

SWIMMING POOLS

- In-ground pools must have a fence, at least four feet high with a locking gate that encloses the pool.
- Above-ground pools must have either a fence, at least four feet high with a locking gate that encloses the pool or steps and ladders that can be secured, locked, or removed when the pool is not in use.
- Risks not meeting these criteria are not acceptable.

FLIGIBILITY TIFRS

In addition to the guidelines outlined above, risks will be placed into an underwriting tier and must meet the criteria listed to be eligible for coverage. A credit-based insurance score of the named insured will determine tier placement. The TransUnion Insurance Risk Score - Property Model will calculate the credit-based insurance score.

Eligibility Criteria	Tier 1	Tier 2			
Underwriting Guidelines	Must meet all underwriting guidelines in addition to all criteria listed below				
Credit-Based Insurance Score	Above threshold; Thin Hit; No Hit	At or Below threshold			
Prior Claims History	No more than 1 claim in review period	Claims free			
Community Mitigation Classification (PPC)	1 - 10	1 - 5			
Insurance to Value (ITV)	Insured to 100% of ITV, maximum value of \$150,000	Insured to 100% of ITV, maximum value of \$50,000			
Deductible	Minimum \$250	Minimum \$1,000			
Payment Plans	Paid-In-Full or Installment	Paid-In-Full by Mortgage Company			
Year of Construction / Age of Home	N/A	Built within the previous 10 years			
Age of Insured	Named insured is 18 or older	Named insured is 50 or older			
Number of Hallmark Accounts	1 or more	2 or more			

INFLIGIBILE RISKS:

APPLICANTS WITH THESE CHARACTERISTICS

- 1. Applicant that has had two or more losses in the last five (5) years or any fire loss in the last five (5) years.
- 2. Currently unemployed, other than retired or disabled.
- 3. Past felony conviction or conviction for arson, fraud, or other insurance-related offenses.
- 4. Employees or family members of an employee of Hallmark Insurance Company or an affiliated company; or any agent, employee or family member of an agent.

DWELLINGS WITH THESE CHARACTERISTICS

- Commercially used manufactured homes or homes located on any commercial or business property.
- 2. Failure to maintain residence: Condition of roof, tree trimming, updates, etc.
- 3. Vacant homes.
- 4. Homes not connected to all necessary utilities such as gas, electric, water and phone.
- 5. Farming on premises.
- 6. Dwellings with pre-existing or un-repaired damage.
- 7. Business exposure on premises.
- 8. Dwellings attached to or converted from a commercial risk
- 9. Pool or spa on premises unenclosed by a fence and locking gate.
- 10. Properties with an excessive liability exposure such as a skateboard or bicycle ramp, diving board, or pool slide.
- 11. Risks uninsured for greater than 90 days (other than new home).
- 12. In the name of a corporation (i.e. LLC, partnership, estate, or association).
- 13. Risks with open claims.
- 14. "Homemade Doublewides" separate manufactured homes joined together to form a multi-wide home.
- 15. Homes with more than one lienholder (includes Land Contracts).
- 16. On islands with no fire protection or in isolated areas not accessible by a road.
- 17. Park models, travel trailers and fifth-wheel trailers used as primary residences or for rental use.
- 18. Manufactured homes that do not meet minimum and maximum length by width requirements:

a. Single Wide	min. 32' by 10'	max. 80' by 45'
b. Double Wide	min. 32' by 24'	max. 80' by 45'
c. Modular	min. 32' by 24'	max. 80' by 45'
d. Travel/5th Wheel Trailers	min. 26' by 10'	max. 80' by 45'
e. Park Mode	min. 10' by 8'	max. 45' by 45'

- 19. Manufactured homes with basements.
- 20. Manufactured homes with a value greater than \$150,000
- 21. Manufactured homes with non-UL or ICBO approved wood or coal burning units.
- 22. Manufactured homes with non-UL listed metal chimneys/chimneys without acceptable roof clearance/chimneys not recently cleaned.

FINAL UNDERWRITING AUTHORITY

THIS MANUAL MAY NOT ADDRESS every aspect that might affect the acceptance or continuation of a particular dwelling or risk. For this reason, the company RESERVES THE RIGHT TO remain the final authority in the acceptance or continuation of any risk.

CREDITS AND SURCHARGES

Credits/Surcharges	Availability	Rates	Important Information
Deductibles	Comprehensive and Broad	\$250: +5% \$1,000: -10%	
Security Bars	Comprehensive and Broad	-3%	Applies when all windows are protected by wrought iron bars.
Age of Home Discount	Comprehensive and Broad	Up to -13%	A surcharge applies to homes 11 years or older.
Multi-Policy Discount	Comprehensive and Broad	-10%	Applies when the named insured maintains one or more personal lines policies with American Hallmark Insurance Company of Texas or Hallmark Insurance Company
Age of Insured Discount	Comprehensive and Broad	-5%	Applies when a named insured is 64 years of age or older
Supplemental Heating Devices	Comprehensive and Broad	\$35	Applies when the dwelling or other structure is equipped with a wood, coal or pellet burning stoves, space heaters, fireplace inserts or any other solid fuel burning device that is not centralized.

MANDATORY ENDORSEMENTS

Coverage	Applicability	Important Information	Applicable Form
Trampoline Exclusion	Comprehensive and Broad (when Liability is purchased)	Excludes losses involving trampolines	HMH 0005 08 09
Limited Animal Liability Coverage	Comprehensive and Broad (when Liability is purchased)		HMH 0007 08 09
Replacement Cost Coverage for Dwelling and Other Structures	Comprehensive and Broad	Included per New Mexico Statute	

OPTIONAL COVERAGES

Coverage	Availability	Limits Available	Rates	Important Information
Increased Other Structures Coverage	Comprehensive and Broad	Up to 50% of Coverage A	\$0.75 per \$100	Available when Owner occupied and 10 yrs. or newer
Increased Personal Property	Comprehensive and Broad	Up to 80% of Coverage A	\$0.75 per \$100	Applies to only one move
Increased Personal Liability	Comprehensive	\$100,00	\$45.00	
Increased Personal Liability	Broad	\$25,000 \$50,000 \$100,000	\$25.00 \$35.00 \$50.00	
Increased Medical Payments to Others	Comprehensive and Broad	\$1,000 \$2,000 \$5,000	\$5.00 \$10.00 \$20.00	
Equipment Breakdown Coverage	Comprehensive and Broad		\$25 Annually	\$50,000 per Equipment Breakdown Occurrence
Replacement Cost Coverage for Personal Property	Comprehensive and Broad		20% of Base Policy Premium	
Trip Collision	Comprehensive and Broad		\$50 Annually	Applies to only one move

OPTIONAL EXCLUSIONS FOR RISK ACCEPTANCE

Coverage	Availability	Important Information
Animal Liability Exclusion	Comprehensive and Broad	If Personal Liability is applicable to a policy, this exclusion may be applied to remove liability related to animals
Roof Exclusion	Comprehensive and Broad	Excludes coverage for loss to roof
Other Structures Exclusion	Comprehensive and Broad	Exclusion will remove all Other Structures Coverage at the insured premises

PAYMENT OPTIONS

NEW BUSINESS

Payment Plan	Policy Term	Down Payment	#of Installments	1st Installment Due	Additional Installments Due
Paid in Full	Annual	100.00%	N/A	N/A	N/A
10 Pay	Annual	8.33%	10	30 Days	Monthly
3 Pay	Annual	25.00%	3	30 Days	Quarterly
1 Pay	Annual	50.00%	1	6 Months	N/A

RENEWALS

Payment Plan	Policy Term	Down Payment	# of Installments	1st Installment Due	Additional Installments Due
Paid in Full	Annual	100.00%	N/A	N/A	N/A
11 Pay	Annual	8.33%	11	30 Days	Monthly
3 Pay	Annual	25.00%	3	30 Days	Quarterly
1 Pay	Annual	50.00%	1	6 Months	N/A