

# Arizona

| New Business: 7/19/12 | Renewal Business: 7/19/12

# Dwelling Fire Program

| DP-1 Basic Form | DP-2 Broad Form | DP-3 Special Form



Service is our Hallmark.



## **GENERAL RULES**

The Dwelling Fire program provides property coverage using the forms and endorsements in this manual. This manual contains the rules governing the writing of the Dwelling Fire Policy. The rules, rates, forms, and endorsements filed by the Company or on behalf of the Company for each coverage will govern in all cases not specifically provided within this manual.

| 1.  | Application(s)         |             | The agent's and applicant's signatures are required.                            |
|-----|------------------------|-------------|---|
| 2.  | Policy Term            | DP-1        | Dwelling must be insured to market value, excluding land                        |
|     |                        |             |   |
|     |                        | DP-2 & DP-3 | Dwelling must be insured to 100% of replacement cost value                      |
| 3.  | Limits                 |             | Dwellings valued between \$20,000 - \$200,000 are eligible.                     |
| 4.  | Occupancy and          |             | Owner, seasonal, and rental dwellings with up to 4 units used exclusively for   |
|     | Number of Units        |             | residential purposes.   |
| 5.  | Policy Term            |             | The policy may be written for a term of 12 months.                              |
| 6.  | 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                       |
| 7.  | Cancellation Rule      |             | No flat cancellation is allowed if coverage has been provided under our         |
|     |                        |             | policy.   |
| 8.  | Minimum Written        |             | There is a \$150 minimum written premium.                                       |
|     | Premium                |             |   |
| 9.  | 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.                      |
| 10. | Change in Limits or    |             | Changes requiring adjustments of premium shall be computed pro-rata.            |
|     | Coverage               |             | Return premium of amounts less than \$3 will be waived.                         |
|     | Transfer or Assignment |             | Policies may not be transferred or assigned.                                    |
| 12. | Fees                   |             | A \$20.00 Policy Fee will apply to all policies.                                |
|     |                        |             | A \$38.00 Inspection Fee 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.                          |
| 13. | 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.                         |
| 14. | Consumer Reports       |             | Reports may be ordered to verify consumer information including, but not        |
|     |                        |             | limited to loss and financial history.  |

#### **DFFINITIONS**

| 1. Construction Type            | Frame<br>Masonry | A dwelling with walls of frame, or metal-sheathed or stucco frame construction, or with walls of metal lathe and plaster on combustible supports.  A dwelling with walls of masonry or masonry veneered construction.  |
|---------------------------------|------------------|--|
| 2. Owner Occupied Dwelling      |                  | Dwellings owned by the insured that are occupied on a full-time basis as the insured's primary residence for at least five (5) consecutive months.  (Dwellings may not be rented to others for any length of time.)  |
| 3. Seasonal/Secondary Dwellings |                  | Dwellings owned by the insured that are occupied on an intermittent or non-continuous basis as the insured's secondary or seasonal residence for less than five (5) consecutive months. (Dwellings may not be rented to others for any length of time.)  |
| 4. Rental Dwellings             |                  | Dwellings owned by the insured that are rented to others for residential purposes.   |
| 5. Other Structures             |                  | Structures on the dwelling premises which are not attached to the dwelling (including septic tanks).   |
| Supplement Heating     Device   |                  | Wood, coal or pellet burning stoves, space heaters, fireplace inserts or any other solid fuel burning device that is not centralized.  |
| 7. Public Fire Protection       |                  | Except in areas otherwise classified, all dwellings within the corporate limits shall take the fire protection classification of the municipality. All dwellings located outside of the corporate limits of a municipality shall be considered as unprotected, unless the fire protection in the district in which the dwelling is located is specifically classified. |

## 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.

#### SEVERE WEATHER "WATCH OR WARNING" BINDING RESTRICTIONS

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

- National Weather Service has issued a severe weather "watch" or "warning". The Normal operating procedures will resume 24 hours after the "watch" or "warning" has expired.
- 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.

#### **ELIGIBILITY**:

## UP TO 4 LOSSES IN THE LAST FIVE YEARS

- No more than 1 fire or liability loss.
- 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.
- When more than 1 claim in the last five years, minimum deductible is \$1,000.

## **DWELLINGS OVER 40 YEARS OLD**

MUST HAVE UPDATED WIRING, PLUMING, HEATING, AND COOLING SYSTEMS

- Plumbing Plumbing must be updated to conform to current local codes with new water supply lines within the structure. New plumbing fixtures and components must be installed throughout the dwelling. Cast iron or galvanized plumbing does not qualify.
- Heating The entire heating system must be updated to conform to current local codes.
   Complete replacement of the burners, furnace, heating plant, heat exchanger or heat pump is required.
- Cooling The entire cooling system must be updated to conform to current local codes.

  Replacement of the central air conditioning unit, a/c compressor or heat pump is required.
- Wiring Replacement of fuse or breaker boxes (100 amp minimum) to conform to local codes is required. Adding additional circuits without increasing total system service does not qualify. Replacement of switches, wiring, fixtures, and components necessary.
- Functional Replacement Cost Endorsement is automatically applied on dwellings over 40 years old (Applies to DP-2 and DP-3).
- Written documentation from a licensed contractor or home inspector verifying updates have been completed is required. It is the agent's responsibility to secure documentation upon binging and retain this in the insured's file.
- No dwellings built prior to 1900 are eligible.

## ROOFS OVER 20 YEARS OLD (APPLIES TO DP-2 & DP-3)

When roof is over 20 years old, the Actual Cash Value Loss Settlement Windstorm or Hail Losses to Roof Surfacing Endorsement will be applied.

## 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.

## APPLICABLE WHEN LIABILITY COVERAGE IS PURCHASED:

## **ANIMALS**

- The animal liability exclusion must be applied when an animal with a bite history exists.
- Risks with unusual, exotic, vicious, or potentially vicious animals must apply the animal liability exclusion regardless of a bite history.

## STEPS, PORCHES AND DECKS

Must have secured handrails if 3 feet or more above the ground.

## **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 4 claims 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 \$200,000                              | Insured to 100% of ITV, maximum value of \$150,000. |  |  |
| Deductible                                | Minimum \$500   | Minimum \$2,500                                     |  |  |
| Payment Plans                             | Paid-In-Full or Installment   | Paid-In-Full by Mortgage<br>Company                 |  |  |
| Year of Construction / Age of Home        | Built in 1900 or newer  | 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   |  |  |

#### **INFLIGIBLE RISKS:**

## APPLICANTS WITH THESE CHARACTERISTICS

- Currently unemployed, other than retired or disabled
- Past felony conviction or conviction for arson, fraud, or other insurance-related offenses
- Five or more losses in the last five years
- 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

- Failure to maintain residence: Condition of roof, tree trimming, updates, etc.
- Vacant dwellings
- Dwellings in foreclosure
- Mobile home Issue Manufactured Home Policy
- Boarding homes (i.e. rooming house or bed & breakfast)
- More than 5 acres of property or on a farm, orchard, or grove
- Wood or slate roof
- Dwellings with pre-existing or un-repaired damage
- Dwellings in the course of construction
- Dwellings within 500 feet of brush area

- Dwellings with 2 or more layers of shingles on the roof
- Dwellings with asbestos siding or synthetic stucco (EIFS) exterior (except HO-4)
- Dwellings that are Townhomes
- Raised homes with open foundation, or that are on piers, stilts, or concrete blocks
- More than 2 roomers, roommates, or boarders not related to the named insured
- Business exposure on premises
- Dwellings attached to or converted from a commercial risk
- · Dwelling without utilities such as gas, electricity, or water
- Pool or spa on premises unenclosed by a fence and locking gate
- Risks uninsured for greater than 90 days
- In the name of a corporation (i.e. LLC, partnership, estate, or association)
- Properties that are unable to be inspected because either the inspector is unable to locate the property or the homeowner refuses the inspection.
- Risks with open claims
- Dwellings of unconventional construction (i.e log home or earth home)
- Dwellings occupied by a fraternity, sorority, or similar housing arrangement.
- Risks with more than 2 mortgages.
- Cinder block foundation blocks.
- On islands with no fire protection or in isolated areas not accessible by a road

## 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.

## BASIC DESCRIPTION OF COVERAGE

| Coverage                     | DP-1                                | DP-2              | DP-3              |  |
|------------------------------|-------------------------------------|-------------------|-------------------|--|
| Coverage A-Dwelling          | Limit Selected                      | Limit Selected    | Limit Selected    |  |
| Coverage B-Other Structures  | 10% of Coverage A 10% of Coverage A |                   | 10% of Coverage A |  |
| Coverage C-Contents          | \$1,000 Minimum                     | \$1,000 Minimum   | \$1,000 Minimum   |  |
| Coverage D-Fair Rental Value | 10% of Coverage A                   | 10% of Coverage A | 10% of Coverage A |  |
| Loss Settlement              | Actual Cash Value                   | Replacement Cost  | Replacement Cost  |  |

## **CREDITS AND SURCHARGES**

| Credits/Surcharges            | Availability     | Rates  | Important Information  |
|-------------------------------|------------------|--|--|
| Increased Deductible Discount | DP-1, DP-2, DP-3 | \$1,000: 15%<br>\$2,500: 20%<br>\$5,000: 30% |  |
| Age of Insured Discount       | DP-1, DP-2, DP-3 | -10%   | Insured 50 Years of Age or Older   |
| Masonry Construction Discount | DP-1, DP-2, DP-3 | -10%   |  |
| Age of Dwelling Surcharge     | DP-1, DP-2, DP-3 | 25%  | A surcharge applies to homes constructed prior to 1930   |
| Supplemental Heating Devices  | DP-1, DP-2, DP-3 | \$50   | 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 |
|--|--|--|-----------------|
| Special Provisions - Arizona                           | DP-1, DP-2, DP-3                                   | Modifies the ISO contract with state specific provisions.                            | DP 01 02 05 06  |
| Special Provisions - Arizona                           | DP-1, DP-2, DP-3<br>When liability is<br>purchased | Modifies the ISO contract with state specific provisions.                            | DL 01 02 05 06  |
| Special Provisions - Arizona                           | DP-1, DP-2, DP-3<br>When liability is<br>purchased | Modifies the ISO contract with state specific provisions.                            | DL 25 02 09 03  |
| Personal Liability                                     | DP-1, DP-2, DP-3<br>When liability is<br>purchased | Provides Liability Coverage and Medical Payments to Others when purchased.           | DL 24 01 12 02  |
| Personal Liability Additional<br>Policy Conditions     | DP-1, DP-2, DP-3<br>When liability is<br>purchased | Adds additional conditions to the liability coverage.                                | DL 24 02 12 02  |
| Criminal Acts Exclusion                                | DP-1, DP-2, DP-3                                   | Modifies the ISO contract by excluding criminal acts.                                | HDF 0004 05 08  |
| Limited Fungi, Wet or Dry Rot,<br>Or Bacteria Coverage | DP-1, DP-2, DP-3                                   | Provides \$5,000 of coverage for damage caused by fungi, wet or dry rot or bacteria. | DP 0422 12 02   |
| Limited Animal Liability Coverage                      | DP-1, DP-2, DP-3                                   | Provides a \$25,000 sublimit of liability for animal liability.                      | HDF 0002 0708   |
| Trampoline Exclusion                                   | DP-1, DP-2, DP-3<br>When liability is<br>purchased | Excludes losses involving trampolines.   | HDF 0006 06 08  |

# **OPTIONAL COVERAGES**

| Coverage                                   | erage Availability Limits Available Rates                       |  | Important Information                               |  |  |
|--|---|--|---|--|--|
| Personal Property<br>Coverage              | Owner & Seasonal<br>Occupancy.<br>DP-1, DP-2, DP-3              | Up to 80% of<br>Coverage A                           | See PTS   |  |  |
| Vandalism &<br>Malicious Mischief          | DP-1  | Up to \$10,000                                       | ·   | er \$1,000<br>verage   |  |
| Premises Liability                         | Seasonal & Tenant<br>Occupied<br>Dwellings.<br>DP-1, DP-2, DP-3 | \$25,000<br>\$50,000<br>\$100,000                    | 1-2 Family 3-4 Family \$18 \$28 \$24 \$34 \$30 \$40 |  | \$25,000 Limited Animal Liability<br>Endorsement and Trampoline<br>Exclusion Apply |
| Comprehensive<br>Personal Liability        | Owner Occupied<br>Dwellings.<br>DP-1, DP-2, DP-3                | \$25,000<br>\$50,000<br>\$100,000                    | 1-2 Family 3-4 Family \$15 \$15 \$20 \$20 \$25 \$25 |  | \$25,000 Limited Animal Liability<br>Endorsement and Trampoline<br>Exclusion Apply |
| Increased Medical<br>Payments to<br>Others | \$2,000   |  | .8<br>10  | \$500 Medical Payments included when Comprehensive Personal Liability or Premises Liability is purchased. For an additional premium, Medical Payment limits can be increased above the \$500 limit |  |
| Equipment<br>Breakdown<br>Coverage         | DP-1, DP-2, DP-3  | \$50,000 per<br>Equipment<br>Breakdown<br>Occurrence | \$25 Annually                                       |  |  |
| Identity Recovery<br>Coverage              | DP-1, DP-2, DP-3  | \$15,000 Annual<br>Aggregate per                     | \$25 Annually                                       |  |  |

|  | Insured/ID       |  |
|--|------------------|--|
|  | Recovery Insured |  |

# OPTIONAL EXCLUSIONS FOR RISK ACCEPTANCE

| Coverage   | Availability  | Important Information   | Applicable Form |
|--|---|---|-----------------|
| Other Structures Exclusion   | DP-1, DP-2, DP-3  Exclusion will remove all Other Structures Coverage at the insured premises |   | HDF 0009 11 08  |
| Animal Liability Exclusion   | When Liability is<br>Purchased  | Exclusion removes liability related to animals  | HDF 0001 07 08  |
| Actual Cash Value Loss Settlement Windstorm or Hail Losses to Roof Surfacing | DP-2 & DP-3   | Mandatory when roof > 20 years. Revises loss settlement on roof surfacing to an actual cash value basis | DP 0475 12 02   |
| Roof Exclusion   | DP-1, DP-2, DP-3  | Excludes coverage for loss to roof from wind or hail until roof has been replaced                       | HDF 0010 03 09  |
| Modified Functional Replacement Cost Loss Settlement                         | DP-1, DP-2, DP-3  | Mandatory when dwelling > 40 years  | DP 05 30 12 02  |
| Windstorm or Hail Exclusion  | DP-1, DP-2, DP-3  | Exclusion removes coverage for the peril of windstorm or hail. A premium credit is applied              | HDF 0003 07 08  |

# PAYMENT OPTIONALS

| Payment Plan | Policy Term | Down Payment | # of Installments | 1st Installment<br>Due | Additional<br>Installment 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                           |