

Texas

Manufactured Home Program

New Business: 8/18/13
Comprehensive Manufactured Home

■ Renewal Business: 8/18/13
■ 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. Limits	Dwellings valued up to \$150,000 are eligible.
3. Programs	The Comprehensive program is an all-peril product designed for owner occupied homes. Coverages are packaged. The Broad program is a named-peril product designed for seasonal or tenant occupied homes. Coverages are not packaged and may be selected independently.
4. Policy Term	The policy may be written for a term of 12 months.
5. 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.
6. Cancellation Rule	No flat cancellation is allowed if coverage has been provided under our policy.
7. 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.
8. 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, unless requested by the insured.
9. Transfer or Assignment	Policies may not be transferred or assigned.
10. Fees	 A \$30.00 Policy 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. A \$7.00 Installment Fee will be added to all installments, but not the initial down payment. In the event of a cancellation, the Policy Fee is fully earned at New Business, pro-rata for Renewals.
11. 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.
12. Insurance to Value (ITV)	Dwellings must be insured to 100% of actual cash value. Dwellings eligible for Replacement Cost Loss Settlement must be insured to 100% of replacement cost value.
13. Consumer Reports	Reports may be ordered to verify consumer information; including, but not limited to, loss and financial history reports.
14. Claims History	Any losses during the experience period that occurred under the named insured's prior insurance policy(ies), as well as under the current policy, will be considered in determining total chargeable losses. Total chargeable losses will be used in determining eligibility and rating. • Chargeable losses apply to all named insured's property policies, if applicable. • Tenant-Occupied policies: chargeable losses are on location only, not named insured. • Complete details regarding the loss are required: cause, location, date, and the amount paid.

DEFINITIONS

DELIMITIONS				
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.			
	<u>Seasonal/Secondary Residence</u> - 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.			
7. Actual Cash Value Loss Settlement	The cost to replace with new property of like kind and quality, less depreciation. Market Value and Land Value are not considered.			
8. Replacement Cost Loss Settlement	The cost to replace the property on the same premises with other property of comparable material and quality used for the same purpose.			
9. Experience Period	 Claims history will be reviewed for chargeable losses in the most recent three (3) years. For new policies, the experience period begins on the effective date of the policy. For renewal policies, the experience period will begin 45 days prior to the policy renewal effective date. O Claims occurring within the 45 days window will be considered at the next renewal. 			
10. Chargeable Loss	A chargeable loss is a closed, paid claim incurred on any property and/or structure owned, rented, or leased by the applicant; not including losses on dwelling incurred by the prior owner, and not including losses paid under a prior policy excluded by current Hallmark policy (e.g. equipment breakdown, water backup), and not including Closed Without Payment (CWP) claims, and not including Weather losses incurred at a prior residence Weather includes: Lightning, Windstorm, Hail, Earthquake, Landslide, Weight of Ice or Snow.			

AGENCY COMPLIANCE & BINDING AUTHORITY

AGENT'S OBLIGATION

It is the agent's obligation to field-underwrite every risk submitted to the Company. All questions on the application must be explained and the consequences of missing or incorrect information outlined in detail to the applicant.

Note: We may obtain underwriting reports on every risk. If any undisclosed claims are discovered, all applicable surcharges will be applied or discounts eliminated and the policy will be amended. A cancellation notice may be generated at the same time at our discretion.

BINDING AND EFFECTIVE DATES

Producer must be properly appointed and issued a producer number prior to issuing 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 (POS) will be bound effective the date and time assigned by the system.

Applications will not be accepted with a future effective date exceeding 60 days from the current date. Applications or endorsements may not be bound to cover a loss which occurred before the application is signed. No agent may back date an application, cancellation or change request for any reason. Back dating is defined as using any date other than the current date and time, or the date and time all binding requirements have been completed, whichever is later. No agent is authorized to issue verbal or written coverage binders.

AGENCY FUNDS

Agency payments (made through agency sweep or any other means) that are returned from the bank unpaid must be replaced immediately. Recurring instances of dishonored payments could result in immediate cancellation of the agency contract.

SEVERE WEATHER "WATCH OR WARNING" 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.

TRAILING DOCUMENTS

The agency is required to keep documentation in the customer file and available upon request:

- Signed application (within 10 days of effective date)
- Signed coverage exclusions

ELIGIBILITY:

UP TO 1 NON-WEATHER LOSS IN THE LAST THREE YEARS

- Prior losses include any loss incurred on any property and/or structure owned, rented, or leased by the applicant.
- Prior losses do not include appliance related damage claims that have been
 properly repaired/remediated and the repair/remediation has been inspected and
 certified; or single prior water damage claims or prior mold claims that have been
 properly repaired/remediated and the repair/remediation has been inspected and
 certified.
- 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

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.

ELIGIBILITY TIERS

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	600 and Above; Thin File; No Hit	Below 600	
Prior Claims History	No more than 1 claim in review period	Claims Free	
Community Mitigation Classification (PPC)	1 - 10		
Insurance to Value (ITV)	Insured to 100% of ITV	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		

INELIGIBILE RISKS:

APPLICANTS WITH THESE CHARACTERISTICS

- Currently unemployed, other than retired or disabled.
- Past felony conviction or any conviction for arson, fraud, or other insurance-related offenses.
- Applicant that has had two (2) or more losses in the last three (3) years or any fire or liability loss in the last five (5) 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

- 1. 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 or abandoned homes.
- 4. Homes not connected to all necessary utilities such as gas, electric, and water.
- 5. More than five (5) acres of property or on a farm, orchard, or grove.
- 6. Dwellings with pre-existing or un-repaired damage.
- 7. Farming on premises.
- 8. Business exposure on premises including home daycare (does not include unpaid babysitting of relatives).
- 9. More than two (2) roomers, roommates, or boarders not related to the named insured.
- 10. Dwellings attached to or converted from a commercial risk.
- 11. Pool or spa on premises not enclosed by a fence and locking gate.
- 12. Properties with an excessive liability exposure such as a skateboard or bicycle ramp, diving board, or pool slide.
- 13. Dwellings with burn barrels or home incinerator within 100 yards.
- 14. Risks uninsured for greater than 90 days (other than new home).
- 15. In the name of a corporation (i.e. LLC, partnership, estate, or association).
- 16. Risks with open claims.
- 17. "Homemade Doublewides" Separate manufactured homes joined together to form a multi-wide home.
- 18. Homes with more than one lien holder (includes land contracts).
- 19. On islands with no fire protection or in isolated areas not accessible by a road.
- 20. Park models, travel trailers and fifth-wheel trailers used as primary residences or for rental use.
- 21. Manufactured homes that do not meet minimum and maximum length by width requirements:

Symbol	Minimum Dimensions (I x w)	Maximum Dimensions (I x w)
Single Wide	32' x 10'	80' x 45'
Double Wide	32' x 24'	80' x 45'
Modular	32' x 24'	80' x 45'
Travel / 5th Wheel Trailers	26' x 10'	80' x 45'
Park Model	10' x 8'	45' x 45'

- 22. Manufactured homes with basements.
- 23. Manufactured homes with a value greater than \$150,000.
- 24. Manufactured homes with non-UL or ICBO approved wood or coal burning units.

- 25. Manufactured homes with non-UL listed metal chimneys/chimneys without acceptable roof clearance/chimneys not recently cleaned.
- 26. Risks that are in Foreclosure.
- 27. Wood or Pellet Stove used as primary heat source.
- 28. Manufactured Home unit not tied down.
- 29. Manufactured Home unit not fully skirted.

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 Type:

- The Comprehensive program is an all-peril product designed for owner occupied homes. Coverages are pre-packaged to meet the needs of your customers.
- The Broad program is a named-peril product designed for seasonal or tenant occupied homes. Coverages are not packaged and may be selected to meet a customer's specific needs.

Coverage	Comprehensive Owner	Broad Seasonal	Broad Tenant
Coverage A - Dwelling	\$5,000 - \$150,000	\$5,000 - \$150,000	\$5,000 - \$150,000
Coverage B - Other Structures	10%	Optional	Optional
Coverage C - Contents	40%	Optional	N/A
Coverage D - Additional Living Expense	10%	N/A	N/A
Coverage E - Liability	\$50,000	Optional	N/A
Animal Liability	\$10,000	Optional	N/A
Trampoline Liability	Excluded	Excluded	Excluded
Coverage E - Property Damage	\$500	Optional	N/A
Coverage F - Medical Payments to Others	\$500	\$500	N/A

DEDUCTIBLES

A mandatory 5% Hurricane and Named Storm Deductible applies to all policies written in the following counties: Arkansas, Bee, Brazoria, Brooks, Calhoun, Cameron, Chambers, Fort Bend, Galveston, Goliad, Hardin, Harris, Hidalgo, Jackson, Jefferson, Jim Wells, Kenedy, Kleberg, Liberty, Matagorda, Nueces, Orange, Refugio, San Patricio, Victoria, Wharton, and Willacy.

Deductible	Tier 1 Counties	Tier 2 Counties	All Other Counties
\$250 All Other Peril	Minimum	Minimum	Minimum
\$500 All Other Peril	Optional	Optional	Optional
\$1,000 All Other Peril	Optional	Optional	Optional
5% Hurricane and Named Storm Deductible	Mandatory	Mandatory	

WINDSTORM OR HAIL EXCLUSION

Windstorm, hurricane, and hail coverage is excluded in all areas where coverage can be obtained through the Texas Windstorm Insurance Association (Tier 1 counties).

CREDITS AND SURCHARGES

Credits/Surcharges	Availability	Important Information
Deductibles	Comprehensive and Broad	
Age of Home Discount	Comprehensive and Broad	A surcharge applies to homes 10 years or older.
Multi-Policy Discount	Comprehensive and Broad	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	Applies when a named insured is 65 years or older.
Supplemental Heating Devices	Comprehensive and Broad	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.

OPTIONAL COVERAGES

Coverage	Availability	Important Information
Equipment Breakdown	Comprehensive and Broad	
Replacement Cost Coverage for Dwelling and Other Structures	Comprehensive and Broad	Available when Owner occupied and 10 yrs. or newer.
Trip Collision	Comprehensive and Broad	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.
Windstorm or Hail Exclusion	Comprehensive and Broad	Excludes coverage for losses caused by windstorm or hail.
Other Structures Exclusion	Comprehensive and Broad	Exclusion will remove all Other Structures Coverage at the insured premises.

PAYMENT OPTIONS

Payment Plan	Policy Term	Down Payment	# of Installments	1st Installment Due	Additional Installments Due
Paid-In-Full	Any	100%	N/A	N/A	N/A
10 Pay	Annual	8.33%	10	30 Days	Monthly
3 Pay	Annual	25%	3	3 Months	Quarterly
1 Pay	Annual	50%	1	6 Months	N/A