

## Indiana

■ New Business: 12/10/12

Renewal Business: 12/10/12

# Homeowners Program

■ HO-2 Broad Form Homeowners

■ HO-3 Special Form Homeowners

■ HO-4 Contents Broad Form-Renters

I HO-6 Unit-Owners Form-Condo



Service is our Hallmark.



#### **GENERAL RULES**

The Homeowners Program provides residential property and personal liability coverages for individuals 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. Insurance to Value		Dwelling must be insured to 100% of replacement cost value
3. Limits	HO-2 & HO-3 HO-4 HO-6	Dwellings valued between \$40,000 and \$250,000 are eligible. Contents limits between \$10,000 and \$40,000 are eligible. Contents limits between \$10,000 and \$75,000 are eligible.
Occupancy and Risk     Parameters	HO-2	Owner occupied dwellings used exclusively for private residential purposes.
	HO-3	Owner occupied dwellings used exclusively for private residential purposes
	HO-4	Tenant occupied dwellings used exclusively for private residential purposes. Insureds must be married to be named on the same policy. Unmarried co-habitants must be written on separate Renters policies.
	HO-6	Owner occupied dwellings used exclusively for private residential purposes.
5. Policy Term	HO-2, HO-3 & HO-6	The policy may be written for a term of 12 months.
	HO-4	The policy may be written for a term of 6 or 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 Premium	HO-2 & HO-3 HO-4 & HO-6	There is a \$150 minimum written premium. There is an \$80 minimum written 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. 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.
11. Transfer or Assignment		Policies may not be transferred or assigned.
12. Fees		<ul> <li>A \$30.00 Policy Fee will apply to all policies.</li> <li>A \$38.00 Inspection Fee will apply to all HO-2 and HO-3 policies.</li> <li>A \$22.00 NSF/Return Payment fee applies on all returned payment items.</li> <li>A \$7.00 Late Fee applies if payment is made after the due date.</li> <li>All policies will be charged a \$7.00 Installment Fee.</li> </ul>
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 reports.

#### **DEFINITIONS**

1. Construction Type	Frame	A dwelling with walls of frame, or metal-sheathed or stuccoed frame construction, or with walls of metal lathe and plaster on combustible supports.
	Masonry	A dwelling with walls of masonry or masonry veneered construction.
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. Other Structures		Structures on the dwelling premises which are not attached to the dwelling (including septic tanks).
5. Supplemental Heating Device		Wood, coal or pellet burning stoves, space heaters, fireplace inserts or any other solid fuel burning device that is not centralized.

#### BINDING AND FFFFCTIVE 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:

- The National Weather Service has issued a severe weather "watch" or "warning". 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 THREE 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.

#### **DWELLINGS OVER 40 YEARS OLD**

Must have updated wiring, plumbing, 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.

#### **ROOFS OVER 20 YEARS OLD**

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

#### ANIMALS

- 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.

#### 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.

#### **INELIGIBLE 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 three years.

#### DWFLLINGS WITH THESE CHARACTERISTICS

- Failure to maintain residence: Condition of roof, tree trimming, updates, etc.
- Vacant dwellings
- Dwellings in foreclosure
- Mobile home
- More than 5 acres of property or on a farm, orchard, or grove
- Wood, slate, or tile roof
- Dwellings with pre-existing or un-repaired damage
- Dwellings in the course of construction
- Raised home on piers or stilts
- Farming exposure on premises
- 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
- Properties with an excessive liability exposure such as a skateboard or bicycle ramp, diving board, or pool slide
- 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

#### **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.

#### HO-2 & HO-3 ONLY

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 \$250,000	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	
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	

#### HO-4 ONLY

Eligibility Criteria	Tier 1	Tier 2	Tier 3			
Underwriting Guidelines	Must meet all underwriting	ust meet all underwriting guidelines in addition to all criteria listed below.				
Credit-Based Insurance Score	700 and Above	651 - 699; Thin Hit; No Hit	At or Below 650			
Prior Claims History	No more than the maximum allowed in the state	No more than 1	Claims Free			
Community Mitigation Classification (PPC)	1 - 10	1 - 8	1 - 5			
Dwelling Type	Single-Family, Multi-Family	Multi-Family	Multi-Family			
Deductible	Minimum \$500	Minimum \$500	Minimum \$1,000			
Payment Plans	Paid-In-Full or Installment	Paid-In-Full	Paid-In-Full			
Age of Insured	Named Insured is 18 or older	Named Insured is 35 or older	Named Insured is 50 or older			
Number of Hallmark Accounts	1 or more	1 or more	2 or more			

#### 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	HO-2	HO-3	HO-4	HO-6
Coverage A - Dwelling	Limit Selected	Limit Selected	N/A	\$1,000
Coverage B - Other Structures	10% of Coverage A	10% of Coverage A	N/A	N/A
Coverage C - Contents	50% of Coverage A	50% of Coverage A	Limit Selected	Limit Selected
Coverage D - Loss of Use	20% of Coverage A	20% of Coverage A	10% of Coverage C	10% of Coverage C
Coverage E - Liability	\$100,000	\$100,000	\$25,000	\$25,000
Maximum Animal Liability	\$25,000	\$25,000	\$25,000	\$25,000
Trampoline Liability	Excluded	Excluded	Excluded	Excluded
Coverage F - Medical Payments to Others	\$1,000	\$1,000	\$500	\$500
Loss Settlement	Replacement Cost	Replacement Cost	Actual Cash Value	Actual Cash Value

## **CREDITS AND SURCHARGES**

Credits/Surcharges	Availability	Rates	Important Information
Increased Deductible Discount - Homeowners	HO-2 & HO-3	\$1,000: -10% \$2,500: -20% \$5,000: -25%	
Increased Deductible Discount - Tenant & Condo	HO-4 & HO-6	\$1,000: -5%	
Masonry Construction Discount	HO-2 & HO-3	-5%	
Multi-Policy Discount	HO-2 & HO-3	-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	HO-2 & HO-3	-5%	Applies when a named insured is 50+ years of age
Age of Dwelling Discount	HO-2 & HO-3	Up to -21%	Homes 9 years old or newer qualify. A surcharge applies to homes constructed prior to 1930.
Fire Alarm Discount	HO-2 & HO-3	-5%	Applies when dwelling is protected by a fire alarm that alerts a central station or directly notifies the fire department
Burglar Alarm Discount	HO-2 & HO-3	-2%	Applies when dwelling is protected by an electronic burglar alarm system that alerts a central station or the residents of the dwelling
Supplemental Heating Devices	HO-2 & HO-3 HO-4 & HO-6	\$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

## MAXIMUM DISCOUNT CAP (H0-2/H0-3)

The following discounts are subject to a cumulative maximum reduction of 30%:

- Age of Dwelling
- Age of Insured
- Burglar Alarm
- Fire Alarm
- Multi-Policy

## **OPTIONAL COVERAGES**

Coverage	Availability	Limits	Rates	Important Information	Applicable
Increased Personal Liability	HO-2 & HO-3	\$300,000	\$35		
Increased Personal Liability	HO-4 & HO-6	\$50,000 \$100,000	\$9 \$18		
Increased Medical Payments to Others	HO-2 & HO-3 HO-4 & HO-6	\$2,000-\$5,000 \$1,000-\$5,000	\$5 Per \$1,000 \$10 Per \$1,000		
Increased Personal Property	HO-2 & HO-3	Up to 80% of Coverage A	\$3 Per \$1,000		
Increased Loss of Use	HO-2 & HO-3 HO-4 & HO-6	Up to 20% of: Coverage A Coverage C	\$4 Per \$1,000 \$2 Per \$1,000		
Increased Other Structures Coverage	HO-2 & HO-3	Up to 50% of Coverage A	\$4 Per \$1,000		
Replacement Cost Loss Settlement - Personal	HO-2 & HO-3		10% of Base Policy Premium		HO 0490 10 00
Property	HO-4 & HO-6		25% of Base Policy Premium		110 0470 10 00
Mine Subsidence Coverage	HO-2 & HO-3	Must equal Coverage A Limit	See PTS	Optional in 26 Counties	HO 2383 09 01
Equipment Breakdown Coverage	HO-2 & HO-3 HO-4 & HO-6	\$50,000 per Equipment Breakdown Occurrence \$3,000 per occurrence sublimits for Expediting, Spoilage & Pollutant Cleanup & Removal Via presented and to be agreed Equipment Breakdown Enhancement Endorsements	\$25 Annually		
Identity Recovery Coverage	HO-2 & HO-3 HO-4 & HO-6	\$15,000 Annual Aggregate per insured/ID Recovery Insured  Lost Wages and Child/ Elder Care Sublimit: \$5,000 total  Mental Health Counseling Sublimit: \$1,000 total  Miscellaneous Expense Sublimit: \$1,000 total	\$25 Annually		

## OPTIONAL EXCLUSIONS FOR RISK ACCEPTANCE

Coverage	Availability	Important Information	Applicable Form
Other Structures Exclusion	HO-2 & HO-3	Exclusion will remove all Other Structures Coverage at the insured premises.	HIC 0009 11 08
Animal Liability Exclusion	HO-2 & HO-3 HO-4 & HO-6	Exclusion removes liability related to animals	HIC 0001 05 08
Actual Cash Value Loss Settlement Windstorm or Hail Losses to Roof Surfacing	HO-2 & HO-3	Mandatory when roof >20 years. Revises loss settlement on roof surfacing to an actual cash value basis.	HO 0493 10 00
Roof Exclusion	HO-2 & HO3	Excludes coverage for loss to roof from wind or hail until roof has been replaced.	HIC 0010 03 09
Windstorm or Hail Exclusion	HO-2 & HO3	Exclusion removes coverage for the peril of windstorm or hail. A premium credit is applied.	HIC 0003 05 08