

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION AT CLEVELAND**

**CHARLES CRANFIELD, for himself
and all others similarly situated**

and

**THE CONDOMINIUMS AT
NORTHPOINTE ASSOCIATION, for
itself and all others similarly situated**

and

**CHRISTINA ERMIDIS, for herself
and all others similarly situated.**
1075 E. 64th Street
Cleveland, OH 44103

Plaintiffs,

-vs-

**STATE FARM FIRE & CASUALTY
COMPANY,**

Defendant.

CASE NO.: 1:16-cv-01273

JUDGE: CHRISTOPHER A. BOYKO

**FOURTH AMENDED CLASS
ACTION COMPLAINT**

Plaintiffs Charles Cranfield, The Condominiums at Northpointe Association, and Christina Ermidis, on their own behalf and on behalf of all other Ohio residents similarly situated, for the fourth amended class action complaint against Defendant State Farm Fire & Casualty Company, state:

1. Defendant State Farm Fire and Casualty Company ("State Farm" or "Defendant") is a foreign corporation in good standing licensed to sell property and casualty insurance in the State of Ohio.

2. Defendant is, or at a point in time relevant to this case was, licensed to sell property and casualty insurance in the State of Ohio.
3. Defendant maintains numerous offices in Ohio for the conduct of its usual and customary business, including the sale of insurance policies.

PARTIES

4. Plaintiffs Cranfield and Ermidis are residents and citizens of the State of Ohio. Plaintiff The Condominiums at Northpointe Association (hereafter sometimes “Northpointe”) is a not for profit corporation organized and existing under the laws of the State of Ohio.
5. Defendant is organized under the laws of the State of Illinois and headquartered in Northbrook, Illinois. Defendant is authorized to sell property insurance policies in the State of Ohio and is engaged in the insurance business in the State of Ohio, including Cuyahoga County.

JURISDICTION AND VENUE

6. Subject matter jurisdiction is proper in this Court pursuant to 28 U.S.C. §1332(d)(2). There are more than 100 members in the proposed class, at least one member of the proposed class has state citizenship that is different than Defendant’s, and the matter in controversy exceeds \$5,000,000, exclusive of interest and costs.
7. This Court has personal jurisdiction over Defendant as Defendant has sufficient minimum contacts with the state of Ohio, is authorized to do business in Ohio and has availed itself of the privilege of conducting business in the State of Ohio.
8. Venue is proper in this forum pursuant to 28 U.S.C. §1391(b) because Defendant has its agent for service of process in this District, for conducting business in this state, including

the conduct alleged in this complaint. Venue is also proper pursuant to 28 U.S.C. §1391(c) because Defendant is a corporation deemed to reside in this District.

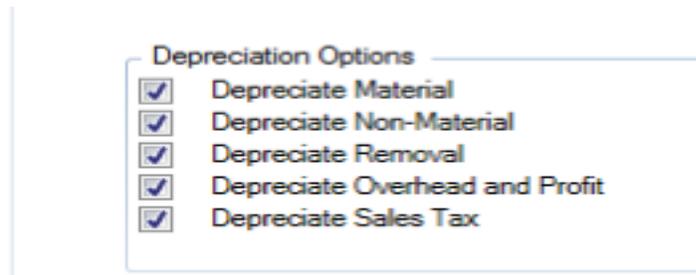
THE WRONGFUL CONDUCT

9. This case involves systematic adjusting practices used by Defendant to understate, and under-pay, the actual cash value of property damage suffered by its insureds, thereby denying its insureds (including Cranfield and Northpointe) the full amount of indemnity to which they are entitled.
10. Defendant intentionally and fraudulently made affirmative misrepresentations to its insureds to conceal its unlawful claims adjusting practices from its policyholders so as to avoid lawsuits of this nature, and in the hope of running out the clock on claims under Defendant's contractual time limit in Defendant's standard insurance policy.
11. Defendant routinely understates actual cash value by depreciating the labor component of repair costs, instead of only the physical item that is subject to wear, tear, and obsolescence, and also depreciates contractor overhead and profit even though those items are not subject to wear, tear, and obsolescence.
12. Defendant lies to its policyholders by affirmatively telling them that only physical "items" that suffer wear and tear are being depreciated, while Defendant surreptitiously deducts unlawful labor depreciation and fraudulently conceals it from its policyholders.
13. Traditionally, and prior to the advent of the computerized property insurance claims estimating software programs, property insurance adjusters adjusting structural damage claims were taught only to depreciate materials, and not depreciate labor, when calculating ACV. *See, e.g., Don Wood et al., Insurance Recovery After Hurricane Sandy: Correcting the Improper Depreciation of Intangibles Under Property Insurance Policies*, 42 TORTS,

INS. & COMPENSATION L.J. 19, 24 (Winter 2013) (“I was taught many years ago that depreciation, when it was applied, must be done on a line-by-line, item-by-item basis.... I obtained charts of the average lifespans of materials. A few sample pages from the National Association of Home Builders is attached. Material lifespans shown in the attachment were derived from reports of product manufacturers. Nowhere in any of the lists of materials is any labor item mentioned ...”); Chip Merlin, *Few Judges and Insurance Regulators Worked In Property Claims: Understanding New Insurance Rulings*, PROP. INS. COV. LAW BLOG (August 16, 2017) (“when I was starting out, an older and experienced GAB [General Adjustment Bureau] adjuster told me they never depreciated labor”).

14. In contrast to the traditional property insurance industry approach, and in the past ten to fifteen years, commercially available claims estimating software programs provided property insurers with the option to withhold, as “depreciation,” a portion of the labor needed to repair a structure, at the same time the program calculated the actual depreciation arising from the physical deterioration of building materials. This new option was created as property insurers, and their computer programmers, realized that withholding labor as “depreciation” could dramatically lower ACV payments.
15. The computer programs that provide an insurance company with the option to withhold labor as depreciation include not only the software program used by Defendant—Xactimate, but also most of the prevalent claims estimating software programs used today.
16. These claims estimating software programs all provide for the option of withholding of labor as depreciation by simply checking or unchecking a box with a computer mouse.

17. For example, the below screenshot from the Xactimate program shows that an insurer can choose to select or de-select “Depreciate Non-Material” and “Depreciate Removal,” both of which are labor items.



- Exhibit 1** attached hereto includes similar screenshots from the other primary valuation software platforms: Powerclaim®, Simsol®, and Symbility®. Like Xactimate®, each allow the insurance company user the option to choose whether or not to depreciate items which are NOT traditional subjects of depreciation, that is, which are not items that decrease in value due to age, usage, and the like. In fact, Powerclaim® states that “Tax and Labor can be optionally depreciated. Choose the appropriate setting for defaults.” *Id.*
18. Insurance companies such as Defendant typically issue company and state-wide directives, to all their property adjusters, instructing them uniformly to either depreciate non-materials or not, or making that choice for them by default settings in the estimating system.
19. Those companies choosing to depreciate non-materials make that choice because such depreciation results in a tremendous difference (lessening) in the amount a property insurer will pay for the ACV of claims.
20. In 2011, the Ohio Department of Insurance referred to the practice of *not* depreciating labor as traditional insurance industry practice. *See Market Conduct Examination of Sandy and Beaver Valley Farmers Mutual Ins. Co. as of June 30, 2011*, Ohio Dep’t of Insurance, at 6

(May 21, 2012) (“Sandy and Beaver Valley Exam”)¹ (insurer should not depreciate labor on ACV claims “in order to be consistent with the industry practice of not depreciating labor”).

21. As the largest property insurer in Ohio, Defendant knew or should have known of the existence of the *Sandy and Beaver Valley* examination report.
22. Despite the Ohio Department of Insurance’s position articulated in the Sandy and Beaver Valley Exam, Defendant continued to withhold labor depreciation from actual cash value payments without any disclosure of that practice in its policies or on the claim estimates provided to policyholders and continued to purposely withhold that key information from the named plaintiffs, the putative class, and the general public.
23. By at least 2011 then, Defendant was aware of or should have been aware that the Ohio Department of Insurance took a position against the depreciation of labor.
24. To make matters worse, Defendant lied to policyholders on loss estimates by describing depreciation as only applying to physical “property,” representing the “decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence,” thus fraudulently misrepresenting and intentionally concealing its depreciation of labor with the intent to deceive its policyholders and prevent them from discovering Defendant’s breach of contract.
25. When calculating Plaintiffs’ and putative class members’ ACV benefits, Defendant withheld a portion of the labor costs necessary to repair or replace its policyholders’ properties under coverage forms that did not permit labor depreciation. In doing so,

¹ Available at: <http://www.insurance.ohio.gov/Company/MC/Sandy%20and%20Beaver%20Valley%20Exam%20Report.pdf>.

however, Defendant did not inform Plaintiffs it had done so, and nothing in the policy, estimate or any other document would allow Plaintiffs to know defendant was doing so.

26. Defendant surreptitiously depreciated costs associated with non-materials throughout its ACV calculations, without revealing this material fact to plaintiffs, the class members, or the public, and concealing same intentionally from them by purposely selecting the setting that conceals, and does not print, the lines showing that labor has been depreciated.
27. The Xactimate program used by Defendant determines the amount of non-material depreciation being withheld and can reflect that on the estimate to the customer, so Defendant could have easily and honestly disclosed that information to the customer.
28. Defendant's withholding of labor costs associated with the repair or replacement of the insured properties resulted in Plaintiffs and putative class members receiving payment for their losses in an amount less than they were entitled to receive under policies that never included a form authorizing the practice.
29. Defendant's conduct also resulted in the Plaintiffs and the putative class being misled that they were receiving proper payment, and misled into believing their contract was being followed, when those were untrue.

a. Cranfield transaction.

30. The residential home owned by Cranfield located at 2519 Richmond Road, Beachwood, Ohio ("the Home"), suffered substantial storm damage on or about October 14, 2014.
31. Much of the Home was damaged and required repair and restoration.
32. At the time of the loss the Home was insured by State Farm policy no. 70-N6-7546-3. A copy of the policy is attached as **Exhibit 2**.
33. The policy included, among other coverages, indemnity coverage for physical damage to

- the Home caused by perils other than those specifically excluded under the policy.
34. Cranfield submitted a claim to Defendant and requested payment for the damage to the Home.
 35. Defendant confirmed that the Home had sustained damage due to a covered peril and that Defendant had an obligation and duty to pay Cranfield for the repair or replacement of the damaged portions of the Home pursuant to the terms of his insurance policy.
 36. On or about March 23, 2015, a State Farm adjuster inspected the damage to the Home for purposes of preparing an estimate of the cost to repair or replace the damaged property.
 37. On January 7, 2016, the State Farm adjuster submitted a final estimate for repair of the damage to the Home, a copy of which is attached hereto as **Exhibit 3**.
 38. The adjuster's estimate found that Cranfield had suffered loss and damage to the Home in the amount of \$4,044.86.
 39. The repair costs estimated by the Defendant adjuster included costs for material and labor to repair the Home, and sales tax on materials.
 40. Defendant's policy contains no definition of actual cash value ("ACV") and provides that Defendant will only pay the ACV of a loss to the insured until the repair or replacement of the damaged property is completed.
 41. Defendant's estimate provided to Cranfield calculated ACV as repair or replacement cost of the damaged part of the property less depreciation.
 42. Defendant's policy contains no definition of depreciation, but in the context of insurance law depreciation is defined as "[a] decline in an asset's value because of use, wear, obsolescence, or age." Black's Law Dictionary 506 (9th ed. 2009).
 43. In calculating ACV, State Farm reduced the amount it would pay Cranfield by \$1,348.57

for depreciation.

44. After subtracting a deductible of \$1,854.00, State Farm made a Net ACV payment of \$842.29 to Cranfield. Cranfield received no further payments from State Farm.
45. In making its ACV calculation, but unknown to Cranfield, Defendant depreciated the labor required to repair the Home; but unlike a physical “asset,” labor does not depreciate over time.
46. For example, State Farm estimated the cost of repairing the Home’s kitchen to be \$891.49, which included materials and labor to make repairs to drywall and painting walls. The estimate does not mention labor. State Farm depreciated that \$891.49 by \$340.73, which it now admits included non-material depreciation.

b. The Condominium at Northpointe transaction.

47. The Condominium at Northpointe owns a condominium complex in Newark, Ohio (the “Complex”), and was insured under condominium insurance policy issued by Defendant, policy number 95-KB-8359-4. A copy of the policy is attached as **Exhibit 4**.
48. The Complex suffered substantial storm damage on or about April 2, 2016.
49. The policy included, among other coverages, indemnity coverage for physical damage to the Complex caused by perils other than those specifically excluded under the policy.
50. Northpointe submitted a claim to Defendant and requested payment for the damage to the Complex.
51. Defendant confirmed that the Complex had sustained damage due to a covered peril and that Defendant had an obligation and duty to pay Northpointe for the repair or replacement of the damaged portions of the Complex pursuant to the terms of his insurance policy.
52. A State Farm adjuster inspected the damage to the Complex for purposes of preparing an

estimate of the cost to repair or replace the damaged property.

53. The State Farm adjuster submitted an estimate for repair of the damage to the Complex, a copy of which is attached hereto as **Exhibit 5**.
54. The adjuster's estimate found that Northpointe had suffered loss and damage to the Complex in the amount of \$452,594.61.
55. The repair costs estimated by the Defendant adjuster included costs for material and labor to repair the Complex, and sales tax on materials.
56. Defendant's policy contains no definition of actual cash value ("ACV") and provides that Defendant will only pay the ACV of a loss to the insured until the repair or replacement of the damaged property is completed.
57. Defendant's estimate provided to Northpointe calculated ACV as repair or replacement cost of the damaged part of the property less depreciation.
58. Defendant's policy contains no definition of depreciation, but in the context of insurance law depreciation is defined as "[a] decline in an asset's value because of use, wear, obsolescence, or age." Black's Law Dictionary 506 (9th ed. 2009).
59. In calculating ACV State Farm reduced the amount it would pay Northpointe by \$209,626.09 for depreciation.
60. After subtracting a deductible, State Farm made a Net ACV payment of \$173,957.22 to Northpointe.
61. In making its ACV calculation, but unknown to Northpointe, Defendant depreciated the labor required to repair the Complex; but unlike a physical "asset," labor does not depreciate over time.

c. Ermidis transaction

62. The residential home owned by Ermidis located at 1075 E. 64th Street, Cleveland, Ohio ("the Ermidis Home"), suffered storm damage on or about March 8, 2017.
63. Much of the Ermidis Home was damaged and required repair and restoration.
64. At the time of the loss the Ermidis Home was insured by State Farm policy no. 70-N5-7285-6, with the same base policy form as Mr. Cranfield.
65. The policy included, among other coverages, indemnity coverage for physical damage to the Ermidis Home caused by perils other than those specifically excluded under the policy.
66. Ermidis submitted a claim to Defendant and requested payment for the damage to the Ermidis Home.
67. Defendant confirmed that the Ermidis Home had sustained damage due to a covered peril and that Defendant had an obligation and duty to pay Ermidis for the repair or replacement of the damaged portions of the Ermidis Home pursuant to the terms of his insurance policy.
68. On or about April 13, 2017, a State Farm adjuster inspected the damage to the Ermidis Home for purposes of preparing an estimate of the cost to repair or replace the damaged property.
69. The State Farm adjuster submitted a final estimate for repair of the damage to the Ermidis Home, a copy of which is attached hereto as **Exhibit 6**.
70. The adjuster's estimate found that Ermidis had suffered loss and damage to the Ermidis Home in the amount of \$16,126.89.
71. The repair costs estimated by the Defendant adjuster included costs for material and labor to repair the Ermidis Home and sales tax on materials.
72. Defendant's estimate provided to Ermidis calculated ACV as repair or replacement cost of the damaged part of the property less depreciation.

73. In calculating ACV, State Farm reduced the amount it would pay Ermidis by \$5,334.24 for depreciation.
74. After subtracting a deductible of \$1,000, State Farm made a Net ACV payment of \$9,792.65 to Ermidis. Ermidis received no further payments from State Farm.
75. In making its ACV calculation, but unknown to Ermidis, Defendant depreciated the labor required to repair the Home, but unlike a physical “asset,” labor does not depreciate over time.
76. State Farm intentionally concealed from Plaintiffs the fact that the depreciation not only included materials, but also included depreciation of labor, and Plaintiffs could not know this was done based on the policy, or the papers from State Farm.
77. State Farm depreciated costs associated with labor throughout its ACV calculations. However, each and every time it did so, it did not disclose that fact to Plaintiffs, and it misrepresented it the nature of the depreciation taken from Plaintiffs’ ACV payment.
78. Plaintiffs were damaged by State Farm’s breach of its contractual obligations.
79. State Farm purposely concealed from and misrepresented material facts to Plaintiffs, including by intentionally selecting settings on its software that concealed the fact that labor was being depreciated.
80. The Ohio Department of Insurance has indicated that it is inappropriate and contrary to industry practice to depreciate labor.
81. In its ACV calculation, Defendant did not depreciate pure items of labor, for example, Defendant did not depreciate the cost of “Content Manipulation.” This furthered the impression that Defendant was not depreciating labor, when in fact it was secretly subtracting depreciation from certain labor costs.

82. Defendant intentionally and with the intent to fraudulently conceal and misrepresent its wrongful conduct, hid and misstated the fact that it was depreciating labor, and in doing so it withheld the truthful, detailed breakdown of the material and labor components of the repair items.
83. The Xactimate program used by Defendant to prepare Plaintiffs' estimate and those of all of the class members includes user controlled settings that determine how much detail is shown on the estimate, and enabled Defendant to either disclose or misrepresent and conceal the fact that it was depreciating labor; Defendant chose to set the software to misrepresent and conceal its labor depreciation from Plaintiffs and the class members.
84. Defendant's depreciation of labor costs resulted in Plaintiffs receiving an ACV payment in an amount less than they were contractually entitled to under the insurance policies.
85. Defendant breached its obligations under the policies by improperly depreciating the cost of labor and contractor overhead and profit.
86. As a direct and proximate result, Plaintiffs suffered damage in an amount greater than \$100.00.

COUNT I
BREACH OF CONTRACT

87. Plaintiffs restate and incorporate by reference all preceding allegations.
88. By depreciating labor and other non-material costs in the calculation of Plaintiffs' ACV payments, Defendant breached its obligations to Plaintiffs under the insurance policies.
89. Plaintiffs and all plaintiff class members satisfied or discharged all conditions precedent to Defendant's obligations under the contract.
90. As a direct and proximate result of Defendant's breach of its obligations under the policies, Plaintiffs and the class members have received payment for their losses in amounts less

than they were entitled to under their insurance policies.

91. Defendant's practice of depreciating non-materials including labor and contractor overhead and profit in the calculation of ACV payments made in connection with property damage claims under Defendant's Ohio insurance policies is a breach of Defendant's obligations under those policies.

CLASS ACTION ALLEGATIONS

A. Class Definition

92. Plaintiffs seek to represent the following classes:

All policyholders under any policies issued by Defendant who made: (1) a structural damage claim for property located in the State of Ohio; and (2) which resulted in an actual cash value payment from which "non-material depreciation" was withheld from the policyholder; or which should have resulted in an actual cash value payment but for the withholding of "non-material depreciation" causing the loss to drop below the applicable deductible.

- a. In this definition, "non-material depreciation" means application of either the "depreciate removal," "depreciate non-material" and/or "depreciate O&P" option settings within Xactimate software.
- b. The class period for the proposed class is the maximum time period as allowed by applicable law.
- c. The class excludes all claims arising under policy forms expressly permitting the "depreciation" of "labor" within the text of the policy form and any claims in which the initial actual cash value payment exhausted the applicable limits of insurance.
- d. Excluded from the Class are: (1) Defendant and its affiliates, officers or directors; (2) members of the judiciary and their staff to whom this action is assigned; and (3) Plaintiffs' counsel.

B. Class certification under Civil Rule 23(b)(3).

93. The relatively small amounts of damage suffered by each class member make filing separate suits by each class member economically unfeasible.

94. Plaintiffs are similarly situated to the members of the class and will fairly and adequately represent all members of the class.
95. Plaintiffs have no relationship with Defendant other than as an adverse party in this case.
96. Plaintiffs' claim is typical of the class claims.
97. Common questions of law and fact apply to Plaintiffs' claims and the claims for the class, and those common questions predominate over individualized questions.
98. These common questions that are amenable to class wide resolution include:
 - a. Whether Defendant's policy language allows Defendant to depreciate non-materials in the calculation of ACV payments;
 - b. Whether Defendant's depreciation of non-material in calculation of ACV payments breaches the insurance policy;
 - c. Whether the term "actual cash value" as used in the Defendant homeowner's insurance policy is ambiguous and susceptible to more than one reasonable interpretation, including an interpretation that permits depreciation of material only and not non-materials;
 - d. Whether Defendant has a custom and practice of depreciating non-materials in the calculation of ACV payments;
 - e. Whether Defendant made fraudulent misrepresentations to the class members to conceal its unlawful practice relating to depreciation;
 - f. Whether Defendant engaged in a course of conduct designed to misrepresent or fraudulently conceal its depreciation practices from the class members; and,
 - g. Whether Plaintiffs and the putative class have suffered damage because of Defendant's depreciation of non-materials in calculation of ACV payments.
99. Proposed counsel for the proposed class, James A. DeRoche of Garson Johnson LLC, Daniel Goetz and Eric Kennedy of Weisman, Kennedy & Berris Co., LPA, Patrick J. Perotti of Dworken & Bernstein, Co., LPA, Erik D. Peterson of Mehr, Fairbanks & Peterson and Stephen G. Whetstone of Whetstone Legal, LLC are knowledgeable and experienced in class and insurance litigation and will fairly and adequately represent the

interests of the proposed class as class counsel.

100. The questions of law and fact common to members of the proposed class predominate over any individual questions of law or fact affecting any member of the class and a class action is superior to other available methods for the fair and efficient resolution of this controversy.
101. No unusual difficulties are anticipated in the management of this case as a class action.
102. The proposed class consists of more than 100 individuals.

C. The class period is defined considering Defendant's fraudulent concealment and material misrepresentation.

103. The maximum length of the putative class period depends on the accrual of the causes of action for breach of contract, including but not limited to inherent discoverability of the breach, and Defendant's intentional misrepresentations and fraudulent concealment of its unlawful practice of depreciating labor.
104. In addition, any affirmative defenses Defendant may assert seeking to limit the length of the putative class period are subject to judicial doctrines concerning the accrual of the putative class members' claims and Defendant's intentional misrepresentation and fraudulent concealment of those claims.
105. Defendant fraudulently concealed and intentionally misrepresented its practice of withholding labor as depreciation from both state regulators and putative class members.
106. At all times relevant hereto, Defendant's insurance policies neither addressed nor called for non-materials to be withheld as depreciation.
107. Similarly, Defendant's marketing materials did not address this practice, and consumers were not told of this practice when purchasing Defendant's property insurance products.

108. To further conceal and misrepresent its practice of withholding non-materials as depreciation, and to avoid any disputes with policyholders who made claims, Defendant used the settings on its claim estimating software to conceal from and misrepresent its practice to policyholders.
109. Like most property insurers, Defendant used a product called Xactimate to determine the amount of depreciation to apply to a claim. Xactimate is used by both insurers and contractors to calculate the cost of rebuilding or repairing damaged property. Xactimate uses “line item” pricing to determine repair costs.
110. For all line items, Xactimate allows an insurer to depreciate labor by toggling on or off depreciation settings called “depreciate removal” and “depreciation non-material.” If both settings are toggled on, then the estimate can show that items other than materials are being withheld as depreciation.
111. Defendant affirmatively hid and misrepresented its use of its non-material depreciation settings in Xactimate from policyholder claimants by concealing its depreciation option settings in the estimates provided to policyholders (which concealment the Xactimate setting allows) and by affirmatively misrepresenting what it was depreciating.
112. Defendant did not disclose and affirmatively misrepresented on the paperwork accompanying the Xactimate estimate whether it was depreciating labor. Other property insurers can and do disclose whether they are engaging in the practice of withholding labor as depreciation in the policy and/or in the paperwork accompanying the Xactimate estimate.
113. This is readily available because Xactimate has printing options that allow the user to print the depreciation option settings used on the estimate, specifically including whether non-

- materials are being depreciated. Other property insurers can and do print this key and material information on Xactimate estimates provided to policyholders.
114. State Farm sets its system so it would NOT provide this information to its policyholders, Further, it affirmatively misrepresented same by falsely describing depreciation to fraudulently deceive its policyholders.
 115. As a result, Defendant took multiple affirmative steps to prevent an ordinary consumer (including Plaintiffs) from knowing that Defendant depreciated labor, and not merely materials, when making ACV payments to policyholders.
 116. Defendant used this trick or contrivance to hide its non-material depreciation, preventing policyholders from timely asserting claims.
 117. At all times relevant hereto, Defendant was under an affirmative duty to fairly and fully disclose the way it calculated ACV payments to policyholders. In addition, when providing estimates to Plaintiffs and similarly situated policyholders, Defendant was under a duty to be truthful, and to not deceive by omission, concealment or by affirmative misrepresentation.
 118. Defendant lied to and committed fraud by omission and commission against its policyholders to prevent them from pursuing the claim asserted herein.
 119. Defendant was in a superior position over policyholders to know that it was depreciating non-materials through Xactimate.
 120. Defendant's typical policyholders are not sophisticated in insurance claims handling procedures like Defendant.
 121. The policyholders were not reasonably able to discern that Defendant was depreciating labor, from the ACV calculations provided by Defendant.

122. Defendant's false and deceptive description of depreciation deceived policyholders and prevented them from discovering Defendant's wrongful conduct.
123. Finally, Defendant controlled the settings for the software, which expressly permit a company to properly limit depreciation to materials only. Policyholders do not have access to Defendant's software to determine whether it was used to depreciate non-material costs. Without such access, and due to Defendant's affirmative steps taken to conceal and misrepresent its depreciation of non-material costs, Defendant's policyholders lacked the same access to information enjoyed by Defendant, and were provided false information by Defendant, and could not reasonably determine that Defendant was depreciating labor and other non-material costs.
124. Defendant's unlawful practice of depreciating labor was not disclosed in the insurance policy, in the claim estimate, in the form cover letter accompanying the estimate, in the marketing materials, or in Defendant's regulatory filings.
125. The facts Defendant affirmatively misrepresented and fraudulently concealed are material to the cause of action for breach of the insurance contract and are facts that a reasonable person would have considered important in knowing that a breach had occurred and in making a claim for breach of the policy in a timely manner.
126. Defendant's affirmative misrepresentations and fraudulent concealment of material information in estimates and other statements was intended to deceive policyholders, in that policyholders would not know that their claim payments were actually diminished by the withholding of repair labor through the unfair manipulation of the Xactimate software and that policyholders would not contest the concealed practice in court or through regulatory action.

127. Estimates from State Farm to its policyholders that depreciated non-materials look identical to estimates that did not depreciate non materials. Neither indicate whether non-materials are being depreciated.
128. State Farm underpaid the claims Plaintiffs made under their State Farm insurance policies.
129. Plaintiffs did not know there was an underpayment.
130. Plaintiffs and the class members rely on State Farm to properly calculate ACV payments, and State Farm knows of this reliance and encourages such reliance.
131. State Farm never issued any denial to plaintiffs of any portion of their claim.
132. Plaintiffs did not know and had no reason to know or discover, that the amount they received was an underpayment.
133. It would be that knowledge that would raise the ‘bars’ that State Farm now seeks to employ.
134. The gross depreciation amount taken on any item is listed in the estimate, but whether that number is based on a ‘calculation method’ that includes, or does not include, depreciation of non-materials is not contained in the estimate, correspondence, policy, or anywhere.
135. State Farm did not fully inform, or inform plaintiffs at all, of the method that was used to calculated ACV as to whether that method depreciated labor.
136. State Farm breached its policy at the time it issued its estimate and based thereon, its payment.
137. State Farm did not issue its final estimate for Cranfield until more than one year after the loss.
138. State Farm did not indicate at any time before one year past the date of loss, and not until after suit was filed, that it was disputing any portion of Cranfield’s claim (i.e. that it had withheld payment of labor.).

139. State Farm did not indicate at any time before one year past the date of loss that it would fail to pay the amount contractually required for Cranfield's loss.
140. State Farm acknowledged liability for Plaintiffs' ACV claims, and at no time informed Plaintiffs that it changed that position.
141. By its acts, State Farm evidenced a recognition of liability under the Policy for Plaintiffs' ACV claims.
142. State Farm never issued a specific denial of liability on the policy for Plaintiffs' ACV claims, either totally or in part.
143. State Farm never denied that it would pay the full amount due at that time under the policies for Plaintiffs' ACV claims.
144. Because State Farm did not take any action within one year from the date of loss, in the form of issuing a denial of the claim, Plaintiffs did not know, and could not know, there was any reason to bring suit against State Farm.
145. Some or all of these foregoing actions by State Farm delayed Plaintiffs from bringing any action on the policy.
146. The conduct of State Farm implicitly led Plaintiffs to believe that State Farm would be liable for the ACV claim and had not issued any denial thereon. Those facts constitute a waiver by State Farm of reliance on any contractual limitation on commencement of suit provision.
147. If State Farm had intended to rely on the limitations provision for one year commencement of suit, it should have informed Plaintiffs it was denying the full amount due for ACV under the policy; that it intended to pay, and was paying, less than that amount due under

- the policy for ACV; and it should have instructed plaintiffs that any challenge to that conduct must be brought within one year of the date of loss. State Farm did none of these.
148. State Farm did not admit partial liability for ACV here; issue a check to cover only that partial liability; and deny further liability.
149. The one-year contractual limitation for commencement of suit in State Farm's policy is in derogation of the eight-year time period fixed by the Ohio legislature for bringing such actions.
150. The insurance contract containing that provision is an adhesion contract where the insured had no involvement bargaining for that provision, or the overall language of the contract.
151. The written materials Plaintiffs received contained the false statement that depreciation being applied is for the decrease in value of property over a period of time, due to wear, tear, condition and obsolescence.
152. The manner in which State Farm operates its claims' adjusting practices is regulated by various statutes, rules, regulations or policies that are not identical in every state.
153. The insurance policies issued by State Farm, and the language they contain are not identical in every state.
154. Those policies vary from state to state in the provisions they contain.
155. State Farm's practices of claims adjustment and claims evaluation also are not identical from state to state.
156. Knowing that State Farm follows a particular approach in handling a particular type of claim in one state does not tell an insured in another state whether State Farm's practice in that other state is the same.

157. A reasonable person could expect that State Farm's practices would comply with the law of the state in which that person's policy was issued.
158. A reasonable person could expect that although State Farm might engage in a practice in one state, on the basis that the practice is legal in that state, State Farm would not engage in that practice in the state where the person's policy was issued if the practice was not legal in the person's state.
159. Plaintiffs were specifically aware of the amount of State Farm's payment and relied on that amount being the true and honest valuation of their ACV payment in accordance with law and the insurance policies.
160. Put another way, Plaintiffs relied on State Farm to be honest in issuing Plaintiffs their ACV payments.
161. Plaintiffs were not aware at the time of their claim, and is still not aware today, of how State Farm applies or calculates depreciation.

DEMAND FOR JUDGMENT

Plaintiffs Charles Cranfield, The Condominiums at Northpointe, and Christina Ermidis, both individually and on behalf of each member of the proposed class, request that the Court grant the following relief:

- a. Enter an order, pursuant to Rule 23 of the Federal Rules of Civil Procedure, certifying this action as a class action for a class defined above;
- b. Enter an order appointing James A. DeRoche of Garson Johnson LLC, Daniel Goetz and Eric Kennedy of Weisman Kennedy & Berris Co., LPA, Patrick J. Perotti of Dworken & Bernstein, Co., LPA, Erik D. Peterson of Mehr, Fairbanks & Peterson and Stephen G. Whetstone of Whetstone Legal, LLC as counsel for the plaintiff class, and appointing Plaintiffs as the representative Plaintiffs for the class;
- c. Enter judgment in favor of plaintiffs and the plaintiff class for their actual damages, being the amount that Defendant reduced actual cash value payments to each class

member by depreciating the cost of non-materials and contractor overhead and profit, and interest as provided by law;

- d. Award the named Plaintiffs and the plaintiff class all expenses of this action, and requiring Defendant to pay the costs and expenses of class notice and claim administration; and
- e. Award such other or further relief in law or equity in favor of plaintiffs and the plaintiff class and against Defendant as the Court finds just and appropriate.

/s/ James A. DeRoche

James A. DeRoche, Esq. (#0055613)

Garson Johnson LLC

2900 Detroit Avenue

Van Roy Building, Second Floor

Cleveland, Ohio 44113

Phone: (216) 696-9330

Fax: (216) 696-8558

Email: jderoche@garson.com

Patrick J. Perotti, Esq. (#0005481)

Dworken & Bernstein Co., L.P.A.

60 South Park Place

Painesville, Ohio 44077

Phone: (440) 352-3391

Fax: (440) 352-3469

Email: pperotti@dworkenlaw.com

R. Eric Kennedy (OH #0006174)

aniel P. Goetz (OH #0065549)

WEISMAN, KENNEDY &

BERRIS CO., L.P.A.

2900 Detroit Avenue

Van Roy Building, Second Floor

Cleveland, Ohio 44113

Phone: 216.781.1111

Facsimile: 216.781.6747

Email: ekennedy@weismanlaw.com

goetz@weismanlaw.com

Stephen G. Whetstone (0088666)

Whetstone Legal, LLC

P.O. Box 6

2 N. Main Street, Unit 2

Thornville, Ohio 43076

Telephone: 740.974.7730
Facsimile: 614.829.307
Email: steve@whetstonelegal.com

Erik D. Peterson (KY Bar 93003)
**Mehr, Fairbanks, & Peterson Trial
Lawyers, PLLC**
201 West Short Street, Suite 800
Lexington, Kentucky 40507
Telephone: 859-225-3731
Facsimile: 859-225-3830
Email: edp@austinmehr.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that this document, filed through the ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF), and paper copies will be sent to those indicated as non-registered participants today, September 1, 2021.

/s/ James A. DeRoche
James A. DeRoche, Esq. (#0055613)
GARSON JOHNSON LLC

Counsel for Plaintiffs

EXHIBIT 1

Powerclaim

Found at: <https://docplayer.net/17724934-Welcome-to-powerclaim-net-services.html>

Estimate Settings

File Number: A-0001
Claim Number: Sample

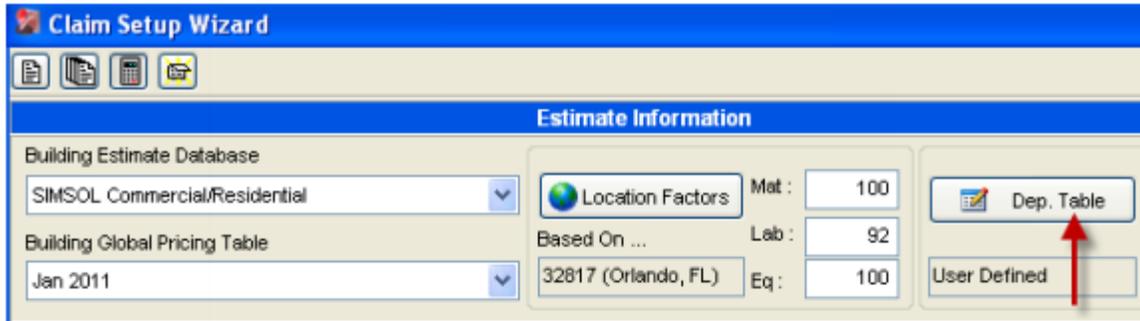
Tax Options <input type="checkbox"/> Include tax in estimates Material Rate: <input type="text" value="0"/> % Labor Rate: <input type="text" value="0"/> % Equip Rate: <input type="text" value="0"/> %	Overhead & Profit Options <input checked="" type="checkbox"/> Add O & P to estimate Overhead: <input type="text" value="10"/> % Profit: <input type="text" value="10"/> % <input checked="" type="checkbox"/> Non-cumulative O & P <input checked="" type="checkbox"/> Depreciate O & P <input checked="" type="radio"/> Add O & P to each line item cost <input type="radio"/> Show O & P in coverage totals
Regional Cost Adjustment Base (No adjustment) Material: 100% Labor: 100% Equip: 100% <input type="button" value="Select"/> <input type="button" value="Clear"/>	Depreciation Options <input checked="" type="checkbox"/> Depreciate Tax <input checked="" type="checkbox"/> Depreciate Labor Default Item Depreciation: <input type="text" value="10"/> %

- Tax and Labor can be optionally depreciated. Choose the appropriate settings for the defaults.
- The "Item Depreciation" field will set a default depreciation for all new line items.

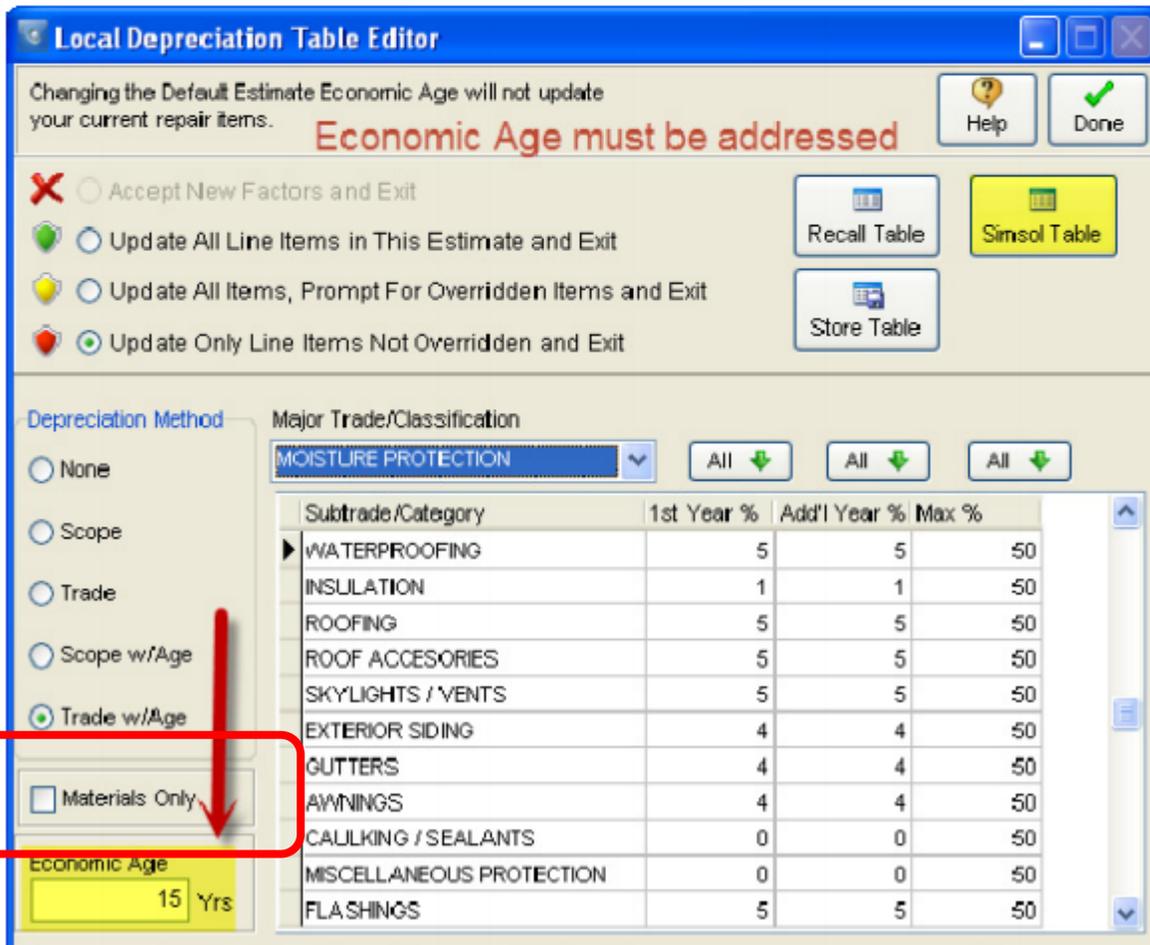
Simsol

Found at: <https://windnetwork.com/wp-content/uploads/2014/01/Simsol.pdf>

Methods of Depreciation: Using the Simsol Table w Materials Only Selected



The **Local Depreciation Table Editor** screen is displayed by clicking the **Dep. Table** button located on the **Building Estimate Information** or Wizard Screen (see graphic below):



Symbility

Found at: <https://www.youtube.com/watch?v=GVUdSCxde14>

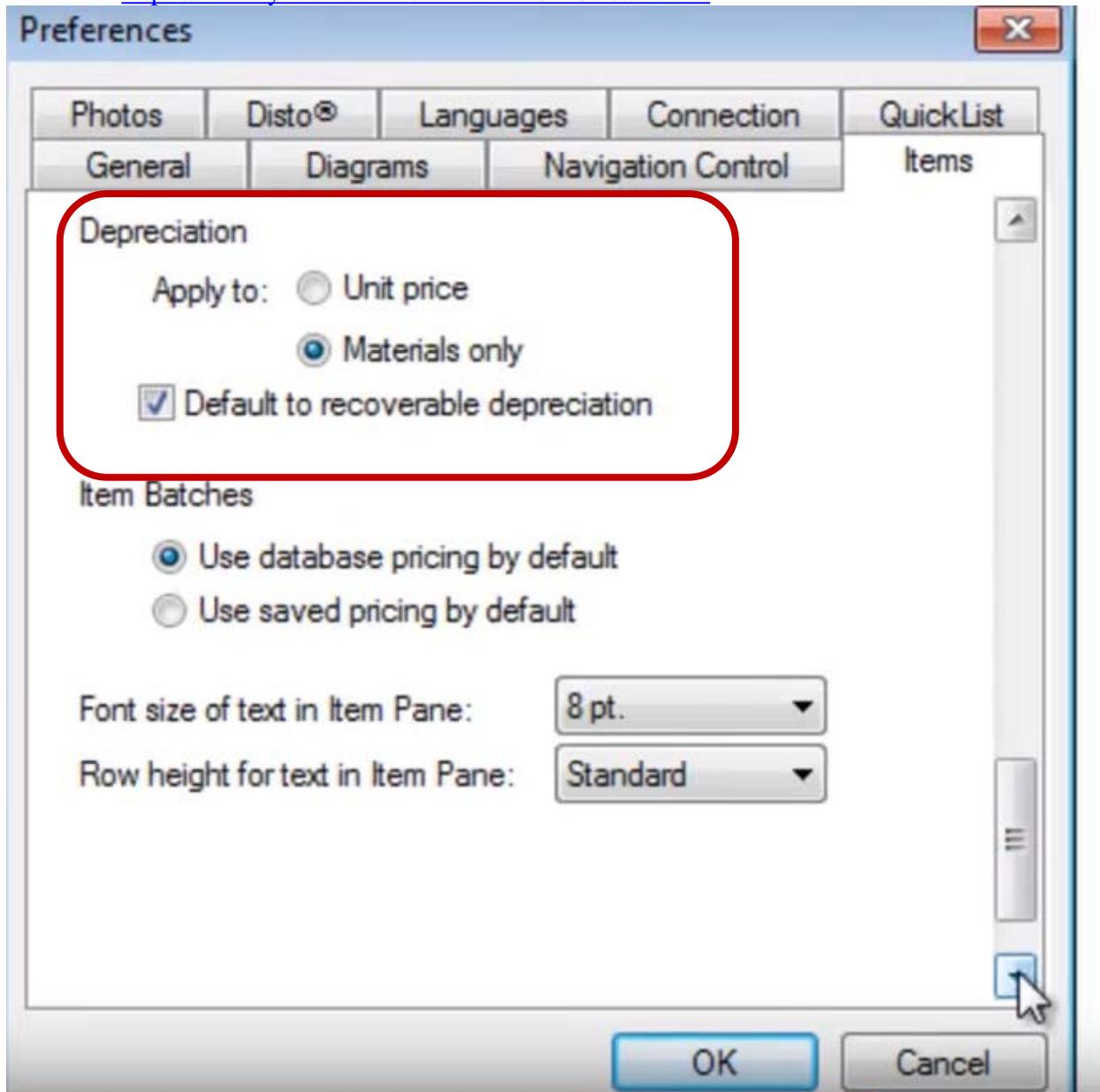


EXHIBIT 2



Certified Policy Record

I, the undersigned, do hereby confirm that I am custodian of the records pertaining to the issuance of policies by State Farm Fire and Casualty Company.

I certify that the attached documents represent a true and accurate record of the terms and conditions of Policy Number 70-N6-7546-3 including any endorsements, if applicable, for the policy term(s) August 15, 2014 to August 15, 2016 and insuring Charles & Paula Cranfield of PO Box 201517, Shaker Hts OH 44120-8108 with a risk location of 2519 Richmond Rd, Beachwood OH 44122-1766 based on available records.

The policy was in effect on the loss date of October 14, 2014.

David C. Christian

David C. Christian, Underwriting Section Manager



State Farm Fire and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois

1440 Granville Road
Newark, OH 43093-0001

Named Insured

AT1 000205 0046 V-16-2597-FBF7 H F

CRANFIELD, CHARLES & PAULA
PO BOX 201517
SHAKER HTS OH 44120-8108



ST. 0103-0000

DECLARATIONS PAGE

AMENDED APR 1 2015

Policy Number	70-N6-7546-3	
Policy Period	Effective Date	Expiration Date
12 Months	AUG 15 2014	AUG 15 2015
The policy period begins and ends at 12:01 am standard time at the residence premises.		

Loan # [REDACTED]
Mortgagee

SELECT PORTFOLIO SERVICING INC
ITS SUCCESSORS AND/OR ASSIGNS
PO BOX 7277
SPRINGFIELD OH 45501-7277

HOMEOWNERS POLICY

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Location of Residence Premises
2519 RICHMOND RD
BEACHWOOD OH 44122-1766

Your policy is amended APR 1 2015
IDENTITY RESTORATION COVERAGE ADDED
ENDORSEMENT FE-3301 ADDED
ENDORSEMENT FE-5706.3 ADDED

Coverages & Property	Limits of Liability	Inflation Coverage Index: 229.9
SECTION I		
A Dwelling	\$ 370,800	Deductibles - Section I All Losses 1/2% \$ 1,854
Dwelling Extension up to	\$ 37,080	
B Personal Property	\$ 278,100	
C Loss of Use	Actual Loss Sustained	
SECTION II		
L Personal Liability (Each Occurrence)	\$ 300,000	In case of loss under this policy, the deductibles will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.
Damage to Property of Others	\$ 500	
M Medical Payments to Others (Each Person)	\$ 5,000	

Loss Settlement Provision (See Policy)
A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B

Forms, Options, & Endorsements

Homeowners Policy	FP-7955
*Identity Restoration Coverage	FE-3301
*Back-Up Dwell/Listed Property	FE-5706.3
Punitive Damages Exclusion	FE-8781
Homeowners Policy Endorsement	FE-3509
Amendatory Endorsement	FE-2340
Jewelry and Furs \$1,500 Each Article/\$2,500 Aggregate	Option JF
Increase Dwlg Up to \$ 74,160	Option ID

Endorsement Premium
INCREASE \$ 41.78

Discounts Applied:
Home/Auto
Claim Record

* New Form Attached

Other limits and exclusions may apply - refer to your policy

Your policy consists of this page, any endorsements and the policy form. Please keep these together.

FP-7001.6C

Continued on Reverse

MARILYN ANDERSON CHFC
440-248-4474

0684 151 I

N Prepared APR 07 2015

555-7020

555-7020.1 Rev 10-2002 (011039/c)

CONTINUED FROM FRONT SIDE

Forms, Options, & Endorsements

Ordinance/Law 10%\$ 37,080

Option OL

2nd Mortgagee
GREEN TREE SERVICING LLC
ITS AFFILIATES AND OR ASSIGNS
PO BOX 979282
MIAMI FL 33197-9282



This policy is one of the broadest forms available today, and provides you with outstanding value for your insurance dollars. However, we want to point out that every policy contains limitations and exclusions. Please read your policy carefully, especially "Losses Not Insured" and all exclusions.

State Farm® Homeowners Policy

FP-7955

TABLE OF CONTENTS

DECLARATIONS

Your Name
 Location of Your Residence
 Policy Period
 Coverages
 Limits of Liability
 Deductibles

Begins on Page

DECLARATIONS CONTINUED 1

DEFINITIONS 1

SECTION I - YOUR PROPERTY

COVERAGES 3

 Coverage A - Dwelling 3

 Coverage B - Personal Property 3

 Coverage C - Loss of Use 4

 Additional Coverages 5

 Inflation Coverage 7

LOSSES INSURED 7

LOSSES NOT INSURED 9

LOSS SETTLEMENT 11

CONDITIONS 13

SECTION II - YOUR LIABILITY

COVERAGES 15

 Coverage L - Personal Liability 15

 Coverage M - Medical Payments to Others 15

 Additional Coverages 15

EXCLUSIONS 16

CONDITIONS 18

SECTION I AND SECTION II - CONDITIONS 19

OPTIONAL POLICY PROVISIONS 20

Includes copyrighted material of State Farm Fire and Casualty Company.
 Copyright, State Farm Fire and Casualty Company, 1983, 1992.

HOMEOWNERS POLICY

DECLARATIONS CONTINUED

We agree to provide the insurance described in this policy:

- 1. based on your payment of premium for the coverages you chose;
- 2. based on your compliance with all applicable provisions of this policy; and
- 3. in reliance on your statements in these **Declarations**.

You agree, by acceptance of this policy, that:

- 1. you will pay premiums when due and comply with the provisions of the policy;
- 2. the statements in these **Declarations** are your statements and are true;

- 3. we insure you on the basis your statements are true; and
- 4. this policy contains all of the agreements between you and us and any of our agents.

Unless otherwise indicated in the application, you state that during the three years preceding the time of your application for this insurance your Loss History and Insurance History are as follows:

- 1. **Loss History:** you have not had any losses, insured or not; and
- 2. **Insurance History:** you have not had any insurer or agency cancel or refuse to issue or renew similar insurance to you or any household member.

DEFINITIONS

"You" and "your" mean the "named insured" shown in the **Declarations**. Your spouse is included if a resident of your household. "We", "us" and "our" mean the Company shown in the **Declarations**.

Certain words and phrases are defined as follows:

- 1. "**bodily injury**" means physical injury, sickness, or disease to a person. This includes required care, loss of services and death resulting therefrom.

Bodily injury does not include:

- a. any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any insured to any other person;
- b. the exposure to any such disease, bacteria, parasite, virus, or other organism by any insured to any other person; or
- c. emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury unless it arises out of actual physical injury to some person.

- 2. "**business**" means a trade, profession or occupation. This includes farming.

- 3. "**Declarations**" means the policy **Declarations**, any amended **Declarations**, the most recent renewal notice or certificate, an Evidence of Insurance form or any endorsement changing any of these.

- 4. "**insured**" means you and, if residents of your household:

- a. your relatives; and
- b. any other person under the age of 21 who is in the care of a person described above.

Under Section II, "**insured**" also means:

- c. with respect to animals or watercraft to which this policy applies, the person or organization legally responsible for them. However, the animal or watercraft must be owned by you or a person included in 4.a. or 4.b. A person or organization using or having custody of these animals or watercraft in the course of a **business**, or without permission of the owner, is not an **insured**; and

d. will
 plie
 or t

5. "insure
 a. the
 b. the
 grc
 pre
 thi

c. an
 pre

d. an
 wh

e. lar
 on
 res

f. inc
 ow

g. an
 ins

h. va
 do

i. far
 to
 rec

6. "motor
 means
 a. a n
 roe
 tor
 loc

b. a t
 roe
 bo

d. with respect to any vehicle to which this policy applies, any person while engaged in your employment or the employment of a person included in 4.a. or 4.b.

5. "Insured location" means:

- a. the residence premises;
- b. the part of any other premises, other structures and grounds used by you as a residence. This includes premises, structures and grounds you acquire while this policy is in effect for your use as a residence;
- c. any premises used by you in connection with the premises included in 5.a. or 5.b.;
- d. any part of a premises not owned by an insured but where an insured is temporarily residing;
- e. land owned by or rented to an insured on which a one or two family dwelling is being constructed as a residence for an insured;
- f. individual or family cemetery plots or burial vaults owned by an insured;
- g. any part of a premises occasionally rented to an insured for other than business purposes;
- h. vacant land owned by or rented to an insured. This does not include farm land; and
- i. farm land (without buildings), rented or held for rental to others, but not to exceed a total of 500 acres, regardless of the number of locations.

6. "motor vehicle", when used in Section II of this policy, means:

- a. a motorized land vehicle designed for travel on public roads or subject to motor vehicle registration. A motorized land vehicle in dead storage on an insured location is not a motor vehicle;
- b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration. A boat, camp, home or utility trailer not being towed by

or carried on a vehicle included in 6.a. is not a motor vehicle;

c. a motorized golf cart, snowmobile, motorized bicycle, motorized tricycle, all-terrain vehicle or any other similar type equipment owned by an insured and designed or used for recreational or utility purposes off public roads, while off an insured location. A motorized golf cart while used for golfing purposes is not a motor vehicle; and

d. any vehicle while being towed by or carried on a vehicle included in 6.a., 6.b. or 6.c.

7. "occurrence", when used in Section II of this policy, means an accident, including exposure to conditions, which results in:

- a. bodily injury; or
- b. property damage;

during the policy period. Repeated or continuous exposure to the same general conditions is considered to be one occurrence.

8. "property damage" means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any insured is not property damage.

9. "residence employee" means an employee of an insured who performs duties, including household or domestic services, in connection with the maintenance or use of the residence premises. This includes employees who perform similar duties elsewhere for you. This does not include employees while performing duties in connection with the business of an insured.

10. "residence premises" means:

- a. the one, two, three or four-family dwelling, other structures and grounds; or
- b. that part of any other building; where you reside and which is shown in the Declarations.

SECTION I - COVERAGES

COVERAGE A - DWELLING

1. Dwelling. We cover the dwelling used principally as a private residence on the residence premises shown in the Declarations.

Dwelling includes:

- a. structures attached to the dwelling;
- b. materials and supplies located on or adjacent to the residence premises for use in the construction, alteration or repair of the dwelling or other structures on the residence premises;
- c. foundation, floor slab and footings supporting the dwelling; and
- d. wall-to-wall carpeting attached to the dwelling.

2. Dwelling Extension. We cover other structures on the residence premises, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.

We do not cover other structures:

- a. not permanently attached to or otherwise forming a part of the realty;
- b. used in whole or in part for business purposes; or
- c. rented or held for rental to a person not a tenant of the dwelling, unless used solely as a private garage.

3. Property Not Covered. We do not cover:

- a. land, including the land necessary to support any Coverage A property;
- b. any costs required to replace, rebuild, stabilize, or otherwise restore the land; or
- c. the costs of repair techniques designed to compensate for or prevent land instability to any property, whether or not insured under Coverage A.

COVERAGE B - PERSONAL PROPERTY

1. Property Covered. We cover personal property owned or used by an Insured while it is anywhere in the world. This includes structures not permanently attached to or

otherwise forming a part of the realty. At your request, we will cover personal property owned by others while the property is on the part of the residence premises occupied exclusively by an Insured. At your request, we will also cover personal property owned by a guest or a residence employee, while the property is in any other residence occupied by an Insured.

We cover personal property usually situated at an insured's residence, other than the residence premises, for up to \$1,000 or 10% of the Coverage B limit, whichever is greater. This limitation does not apply to personal property in a newly acquired principal residence for the first 30 days after you start moving the property there. If the residence premises is a newly acquired principal residence, personal property in your immediate past principal residence is not subject to this limitation for the first 30 days after the inception of this policy.

Special Limits of Liability. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on money, coins and medals, including any of these that are a part of a collection, and bank notes;
- b. \$1,000 on property used or intended for use in a business, including merchandise held as samples or for sale or for delivery after sale, while on the residence premises. This coverage is limited to \$250 on such property away from the residence premises.

Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage;

- c. \$1,000 on securities, checks, cashier's checks, traveler's checks, money orders and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports and tickets;
- d. \$1,000 on watercraft of all types and outboard motors, including their trailers, furnishings and equipment;
- e. \$1,000 on trailers not used with watercraft;

f. \$2, incl

g. \$2,

h. \$2,

i. \$5, me tha me der me the ins wh

j. \$5, gal wa sin

2. Prope

a. art in

b. an

c. an inc Wi hic

(1)

(2)

d. de tio m wi wi

e. air

f. pr re pr re

g. pr by

1. \$2,500 on stamps, trading cards and comic books, including any of these that are a part of a collection;

g. \$2,500 for loss by theft of firearms;

h. \$2,500 for loss by theft of silverware and goldware;

i. \$5,000 on electronic data processing system equipment and the recording or storage media used with that equipment. There is no coverage for said equipment or media while located away from the residence premises except when said equipment or media are removed from the residence premises for the purpose of repair, servicing or temporary use. An insured student's equipment and media are covered while at a residence away from home; and

j. \$5,000 on any one article and \$10,000 in the aggregate for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging or other similar article.

2. Property Not Covered. We do not cover:

a. articles separately described and specifically insured in this or any other insurance;

b. animals, birds or fish;

c. any engine or motor propelled vehicle or machine, including the parts, designed for movement on land. We do cover those not licensed for use on public highways which are:

- (1) used solely to service the insured location; or
- (2) designed for assisting the handicapped;

d. devices or instruments for the recording or reproduction of sound permanently attached to an engine or motor propelled vehicle. We do not cover tapes, wires, records or other mediums that may be used with these devices or instruments while in the vehicle;

e. aircraft and parts;

f. property of roomers, boarders, tenants and other residents not related to an insured. We do cover property of roomers, boarders and other residents related to an insured;

g. property regularly rented or held for rental to others by an insured. This exclusion does not apply to

property of an insured in a sleeping room rented to others by an insured;

h. property rented or held for rental to others away from the residence premises;

i. any citizens band radios, radio telephones, radio transceivers, radio transmitters, radar or laser detectors, antennas and other similar equipment permanently attached to an engine or motor propelled vehicle;

j. books of account, abstracts, drawings, card index systems and other records. This exclusion does not apply to any recording or storage media for electronic data processing. We will cover the cost of blank books, cards or other blank material plus the cost of labor you incur for transcribing or copying such records; or

k. recording or storage media for electronic data processing that cannot be replaced with other of like kind and quality on the current retail market.

COVERAGE C - LOSS OF USE

1. Additional Living Expense. When a Loss Insured causes the residence premises to become uninhabitable, we will cover the necessary increase in cost you incur to maintain your standard of living for up to 24 months. Our payment is limited to incurred costs for the shortest of: (a) the time required to repair or replace the premises; (b) the time required for your household to settle elsewhere; or (c) 24 months. This coverage is not reduced by the expiration of this policy.

2. Fair Rental Value. When a Loss Insured causes that part of the residence premises rented to others or held for rental by you to become uninhabitable, we will cover its fair rental value. Payment shall be for the shortest time required to repair or replace the part of the premises rented or held for rental, but not to exceed 12 months. This period of time is not limited by expiration of this policy. Fair rental value shall not include any expense that does not continue while that part of the residence premises rented or held for rental is uninhabitable.

3. Prohibited Use. When a civil authority prohibits your use of the residence premises because of direct damage to a neighboring premises by a Loss Insured, we will cover any resulting Additional Living Expense and Fair Rental

we
he
du-
will
a
ter

in-
es,
ch-
ral
he
. If
cal
ast
he

ise
he
all

' of
es;

1 a
; or
si-
on
s.

the
ent

av-
ble
abt,
nu-

no-
uip-

Value. Coverage is for a period not exceeding two weeks while use is prohibited.

We do not cover loss or expense due to cancellation of a lease or agreement.

SECTION I - ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions and conditions of this policy.

1. Debris Removal. We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property.

When the amount payable for the property damage plus the debris removal exceeds the limit for the damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to Additional Coverage, item 3. Trees, Shrubs and Other Plants.

We will also pay up to \$500 in the aggregate for each loss to cover the reasonable expenses you incur in the removal of tree debris from the residence premises when the tree has caused a Loss Insured to Coverage A property.

2. Temporary Repairs. If damage is caused by a Loss Insured, we will pay the reasonable and necessary cost you incur for temporary repairs to covered property to protect the property from further immediate damage or loss. This coverage does not increase the limit applying to the property being repaired.

3. Trees, Shrubs and Other Plants. We cover outdoor trees, shrubs, plants or lawns, on the residence premises, for direct loss caused by the following: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles (not owned or operated by a resident of the residence premises), Vandalism or malicious mischief or Theft.

The limit for this coverage, including the removal of debris, shall not exceed 5% of the amount shown in the Declarations for COVERAGE A - DWELLING. We will not pay more than \$500 for any one outdoor tree, shrub or plant, including debris removal expense. This coverage may increase the limit otherwise applicable. We do not cover property grown for business purposes.

4. Fire Department Service Charge. We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges. This means charges incurred when the fire department is called to save or protect covered property from a Loss Insured. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.

5. Property Removed. Covered property, while being removed from a premises endangered by a Loss Insured, is covered for any accidental direct physical loss. This coverage also applies to the property for up to 30 days while removed. We will also pay for reasonable expenses incurred by you for the removal and return of the covered property. This coverage does not increase the limit applying to the property being removed.

6. Credit Card, Bank Fund Transfer Card, Forgery and Counterfeit Money.

a. We will pay up to \$1,000 for:

- (1) the legal obligation of an insured to pay because of the theft or unauthorized use of credit cards and bank fund transfer cards issued to or registered in an insured's name. If an insured has not complied with all terms and conditions under which the cards are issued, we do not cover use by an insured or anyone else;
- (2) loss to an insured caused by forgery or alteration of any check or negotiable instrument; and
- (3) loss to an insured through acceptance in good faith of counterfeit United States or Canadian paper currency.

No deductible applies to this coverage.

We will not pay more than the limit stated above for forgery or alteration committed by any one person. This limit applies when the forgery or alteration involves one or more instruments in the same loss.

b. We do not cover loss arising out of business pursuits or dishonesty of an insured.

c. Defense:

- (1) We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend claims or suits ends when

the amount we pay for the loss equals our limit of liability.

(2) If claim is made or a suit is brought against an insured for liability under the Credit Card or Bank Fund Transfer Card coverage, we will provide a defense. This defense is at our expense by counsel of our choice.

(3) We have the option to defend at our expense an insured or an insured's bank against any suit for the enforcement of payment under the Forgery coverage.

7. **Power Interruption.** We cover accidental direct physical loss caused directly or indirectly by a change of temperature which results from power interruption that takes place on the residence premises. The power interruption must be caused by a Loss Insured occurring on the residence premises. The power lines off the residence premises must remain energized. This coverage does not increase the limit applying to the damaged property.

8. **Refrigerated Products.** Coverage B is extended to cover the contents of deep freeze or refrigerated units on the residence premises for loss due to power failure or mechanical failure. If mechanical failure or power failure is known to you, all reasonable means must be used to protect the property insured from further damage or this coverage is void. Power failure or mechanical failure shall not include:

- a. removal of a plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a Loss Insured.

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

9. **Arson Reward.** We will pay \$1,000 for information which leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the \$1,000 limit shall not be increased regardless of the number of persons providing information.

10. **Volcanic Action.** We cover direct physical loss to a covered building or covered property contained in a building resulting from the eruption of a volcano when the loss is directly and immediately caused by:

- a. volcanic blast or airborne shock waves;
- b. ash, dust or particulate matter; or
- c. lava flow.

We will also pay for the removal of that ash, dust or particulate matter which has caused direct physical loss to a covered building or covered property contained in a building.

One or more volcanic eruptions that occur within a 72-hour period shall be considered one volcanic eruption.

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

11. **Collapse.** We insure only for direct physical loss to covered property involving the sudden, entire collapse of a building or any part of a building.

Collapse means actually fallen down or fallen into pieces. It does not include settling, cracking, shrinking, bulging, expansion, sagging or bowing.

The collapse must be directly and immediately caused only by one or more of the following:

- a. perils described in SECTION I - LOSSES INSURED, COVERAGE B - PERSONAL PROPERTY. These perils apply to covered building and personal property for loss insured by this Additional Coverage;
- b. hidden decay of a supporting or weight-bearing structural member of the building;
- c. hidden insect or vermin damage to a structural member of the building;
- d. weight of contents, equipment, animals or people;
- e. weight of ice, snow, sleet or rain which collects on a roof; or
- f. use of defective material or methods in the construction (includes remodeling or renovation) of the building, if the collapse occurs during the course of the construction of the building.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b., c., d., e. and f. unless the

loss is the direct and immediate cause of the collapse of the building.

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

- 12. **Locks.** We will pay the reasonable expenses you incur to re-key locks on exterior doors of the dwelling located on the **residence premises**, when the keys to those locks are a part of a covered theft loss.

No deductible applies to this coverage.

INFLATION COVERAGE

The limits of liability shown in the **Declarations** for Coverage A, Coverage B and, when applicable, Option ID will be

increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limits on a given date:

- 1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
- 2. multiply the resulting factor by the limits of liability for Coverage A, Coverage B and Option ID separately.

The limits of liability will not be reduced to less than the amounts shown in the **Declarations**.

If during the term of this policy the Coverage A limit of liability is changed at your request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

SECTION I - LOSSES INSURED

COVERAGE A - DWELLING

We insure for accidental direct physical loss to the property described in Coverage A, except as provided in **SECTION I - LOSSES NOT INSURED**.

COVERAGE B - PERSONAL PROPERTY

We insure for accidental direct physical loss to property described in Coverage B caused by the following perils, except as provided in **SECTION I - LOSSES NOT INSURED**:

- 1. **Fire or lightning.**
- 2. **Windstorm or hail.** This peril does not include loss to property contained in a building caused by rain, snow, sleet, sand or dust. This limitation does not apply when the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard motors, only while inside a fully enclosed building.

- 3. **Explosion.**
- 4. **Riot or civil commotion.**
- 5. **Aircraft,** including self-propelled missiles and spacecraft.

- 6. **Vehicles,** meaning impact by a vehicle.

- 7. **Smoke,** meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

- 8. **Vandalism or malicious mischief,** meaning only willful and malicious damage to or destruction of property.

- 9. **Theft,** including attempted theft and loss of property from a known location when it is probable that the property has been stolen.

This peril does not include:

- a. loss of a precious or semi-precious stone from its setting;
- b. loss caused by theft:

- (1) committed by an **insured** or by any other person regularly residing on the **insured location**. Property of a student who is an **insured** is covered while located at a residence away from home, if the theft is committed by a person who is not an **insured**;

- (2) in or to a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied; or

(3) from the part of a residence premises rented to others:

(a) caused by a tenant, members of the tenant's household, or the tenant's employees;

(b) of money, bank notes, bullion, gold, goldware, silver, silverware, pewterware, platinum, coins and medals;

(c) of securities, checks, cashier's checks, traveler's checks, money orders and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets and stamps; or

(d) of jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones;

c. loss caused by theft that occurs away from the residence premises of:

(1) property while at any other residence owned, rented to, or occupied by an insured, except while an insured is temporarily residing there. Property of a student who is an insured is covered while at a residence away from home;

(2) watercraft of all types, including their furnishings, equipment and outboard motors; or

(3) trailers and campers designed to be pulled by or carried on a vehicle.

If the residence premises is a newly acquired principal residence, property in the immediate past principal residence shall not be considered property away from the residence premises for the first 30 days after the inception of this policy.

10. **Falling objects.** This peril does not include loss to property contained in a building unless the roof or an exterior wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

11. **Weight of ice, snow or sleet** which causes damage to property contained in a building.

12. **Sudden and accidental discharge or overflow** of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance.

This peril does not include loss:

a. to the system or appliance from which the water or steam escaped;

b. caused by or resulting from freezing;

c. caused by or resulting from water or sewage from outside the residence premises plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or

d. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, mold, or wet or dry rot.

13. **Sudden and accidental tearing asunder, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss:

a. caused by or resulting from freezing; or

b. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, mold, or wet or dry rot.

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

This peril does not include loss on the residence premises while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

a. maintain heat in the building; or

b. shut off the water supply and drain the system and appliances of water.

ition
the
en
for
the
ility
ion
live

om
om
lful

om
ias

its

on
p-
ed
, if
an

le-
til

15. **Sudden and accidental damage** to electrical appliances, devices, fixtures and wiring from an increase or decrease of artificially generated electrical current. We will pay up to \$1,000 under this peril for each damaged item described above.

16. **Breakage of glass**, meaning damage to personal property caused by breakage of glass which is a part of a building on the **residence premises**. There is no coverage for loss or damage to the glass.

SECTION I - LOSSES NOT INSURED

1. We do not insure for any loss to the property described in Coverage A which consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through n. below, regardless of whether the loss occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

a. collapse, except as specifically provided in **SECTION I - ADDITIONAL COVERAGES, Collapse**;

b. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion only applies while the dwelling is vacant, unoccupied or being constructed. This exclusion does not apply if you have used reasonable care to:

- (1) maintain heat in the building; or
- (2) shut off the water supply and drain the system and appliances of water;

c. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a swimming pool, hot tub or spa, including their filtration and circulation systems, fence, pavement, patio, foundation, retaining wall, bulkhead, pier, wharf or dock;

d. theft in or to a dwelling under construction, or of materials and supplies for use in the construction, until the dwelling is completed and occupied;

e. vandalism or malicious mischief or breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

f. continuous or repeated seepage or leakage of water or steam from a:

- (1) heating, air conditioning or automatic fire protective sprinkler system;
- (2) household appliance; or
- (3) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors;

which occurs over a period of time. 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 the building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which the water or steam escaped;

g. wear, tear, marring, scratching, deterioration, inherent vice, latent defect or mechanical breakdown;

h. corrosion, electrolysis or rust;

i. mold, fungus or wet or dry rot;

j. contamination;

k. smog, smoke from agricultural smudging or industrial operations;

l. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundation, walls, floors, roofs or ceilings;

m. birds, vermin, rodents, insects, or domestic animals. We do cover the breakage of glass or safety glazing material which is a part of a building, when caused by birds, vermin, rodents, insects or domestic animals; or

n.
Ho
a.1
Ins
2. W
wc
of
su
ev
ca
ex
ev
wi
for
a.
b.
c.

n. pressure from or presence of tree, shrub or plant roots.

However, we do insure for any resulting loss from items a. through m. unless the resulting loss is itself a Loss Not Insured by this Section.

2. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure.

b. **Earth Movement**, meaning the sinking, rising, shifting, expanding or contracting of earth, all whether combined with water or not. Earth movement includes but is not limited to earthquake, landslide, mudflow, mudslide, sinkhole, subsidence, erosion or movement resulting from improper compaction, site selection or any other external forces. Earth movement also includes volcanic explosion or lava flow, except as specifically provided in SECTION I - ADDITIONAL COVERAGES, Volcanic Action.

However, we do insure for any direct loss by fire resulting from earth movement, provided the resulting fire loss is itself a Loss Insured.

c. **Water Damage**, meaning:

(1) flood, surface water, waves, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, all whether driven by wind or not;

(2) water or sewage from outside the residence premises plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove

subsurface water which is drained from the foundation area; or

(3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

However, we do insure for any direct loss by fire, explosion or theft resulting from water damage, provided the resulting loss is itself a Loss Insured.

d. **Neglect**, meaning neglect of the insured to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered.

e. **War**, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

f. **Nuclear Hazard**, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion or smoke.

However, we do insure for any direct loss by fire resulting from the nuclear hazard, provided the resulting fire loss is itself a Loss Insured.

3. We do not insure under any coverage for any loss consisting of one or more of the items below. Further, we do not insure for loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:

a. conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent, or without fault;

rop-
of a
ver-

ater
tec-

r or
stal-
heir

red
vise
and
pair
the
am

her-

trial

n of
s or

als.
zing
sed
ani-

- b. defect, weakness, inadequacy, fault or unsoundness in:
 - (1) planning, zoning, development, surveying, siting;
 - (2) design, specifications, workmanship, construction, grading, compaction;
 - (3) materials used in construction or repair; or
 - (4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the residence premises; or

- c. weather conditions.

However, we do insure for any resulting loss from items a., b. and c. unless the resulting loss is itself a Loss Not Insured by this Section.

SECTION I - LOSS SETTLEMENT

Only the Loss Settlement provisions shown in the Declarations apply. We will settle covered property losses according to the following.

COVERAGE A - DWELLING

1. A1 - Replacement Cost Loss Settlement - Similar Construction.

- a. We will pay the cost to repair or replace with similar construction and for the same use on the premises shown in the Declarations, the damaged part of the property covered under SECTION I - COVERAGES, COVERAGE A - DWELLING, except for wood fences, subject to the following:

- (1) until actual repair or replacement is completed, we will pay only the actual cash value at the time of the loss of the damaged part of the property, up to the applicable limit of liability shown in the Declarations, not to exceed the cost to repair or replace the damaged part of the property;
- (2) when the repair or replacement is actually completed, we will pay the covered additional amount you actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable limit of liability shown in the Declarations, whichever is less;
- (3) to receive any additional payments on a replacement cost basis, you must complete the actual repair or replacement of the damaged part of the property within two years after the date of loss, and notify us within 30 days after the work has been completed; and

- (4) we will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, except as provided under Option OL - Building Ordinance or Law Coverage.

- b. Wood Fences: We will pay the actual cash value at the time of loss for loss or damage to wood fences, not to exceed the limit of liability shown in the Declarations for COVERAGE A - DWELLING EXTENSION.

2. A2 - Replacement Cost Loss Settlement - Common Construction.

- a. We will pay the cost to repair or replace with common construction and for the same use on the premises shown in the Declarations, the damaged part of the property covered under SECTION I - COVERAGES, COVERAGE A - DWELLING, except for wood fences, subject to the following:

- (1) we will pay only for repair or replacement of the damaged part of the property with common construction techniques and materials commonly used by the building trades in standard new construction. We will not pay the cost to repair or replace obsolete, antique or custom construction with like kind and quality;
- (2) until actual repair or replacement is completed, we will pay only the actual cash value at the time of the loss of the damaged part of the property, up to the applicable limit of liability shown in the Declarations, not to exceed the cost to repair or

CO'
1.

replace the damaged part of the property as described in a.(1) above;

(3) when the repair or replacement is actually completed as described in a.(1) above, we will pay the covered additional amount you actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable limit of liability shown in the **Declarations**, whichever is less;

(4) to receive any additional payments on a replacement cost basis, you must complete the actual repair or replacement of the damaged part of the property within two years after the date of loss, and notify us within 30 days after the work has been completed; and

(5) we will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, except as provided under **Option OL - Building Ordinance or Law Coverage**.

b. **Wood Fences:** We will pay the actual cash value at the time of loss for loss or damage to wood fences, not to exceed the limit of liability shown in the **Declarations** for **COVERAGE A - DWELLING EXTENSION**.

COVERAGE B - PERSONAL PROPERTY

1. B1 - Limited Replacement Cost Loss Settlement.

a. We will pay the cost to repair or replace property covered under **SECTION I - COVERAGES, COVERAGE B - PERSONAL PROPERTY**, except for property listed in item b. below, subject to the following:

(1) until repair or replacement is completed, we will pay only the cost to repair or replace less depreciation;

(2) after repair or replacement is completed, we will pay the difference between the cost to repair or replace less depreciation and the cost you have

actually and necessarily spent to repair or replace the property; and

(3) if property is not repaired or replaced within two years after the date of loss, we will pay only the cost to repair or replace less depreciation.

b. We will pay market value at the time of loss for:

(1) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;

(2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs and collectors items; and

(3) property not useful for its intended purpose.

However, we will not pay an amount exceeding the smallest of the following for items a. and b. above:

(1) our cost to replace at the time of loss;

(2) the full cost of repair;

(3) any special limit of liability described in the policy; or

(4) any applicable Coverage B limit of liability.

2. B2 - Depreciated Loss Settlement.

a. We will pay the cost to repair or replace less depreciation at the time of loss for property covered under **SECTION I - COVERAGES, COVERAGE B - PERSONAL PROPERTY**, except for property listed in item b. below.

b. We will pay market value at the time of loss for:

(1) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;

(2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs and collectors items; and

(3) property not useful for its intended purpose.

is, or im-
the resi-

om items
Loss Not

ling from
egulating
a building
nder Op-
v Cover-

value at
fences,
e Decla-
EXTEN-

common
remises
art of the
RAGES,
r wood

nt of the
ion com-
monly
ard new
repair or
struction

mpleted,
the time
roperty,
n in the
repair or

However, we will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) our cost to replace at the time of loss;
- (2) the full cost of repair;

- (3) any special limit of liability described in the policy, or
- (4) any applicable Coverage B limit of liability.

SECTION I - CONDITIONS

1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we shall not be liable:

- a. to the insured for an amount greater than the insured's interest; or
- b. for more than the applicable limit of liability.

2. **Your Duties After Loss.** After a loss to which this insurance may apply, you shall see that the following duties are performed:

- a. give immediate notice to us or our agent. Also notify the police if the loss is caused by theft. Also notify the credit card company or bank if the loss involves a credit card or bank fund transfer card;
- b. protect the property from further damage or loss, make reasonable and necessary temporary repairs required to protect the property, keep an accurate record of repair expenditures;
- c. prepare an inventory of damaged or stolen personal property. Show in detail the quantity, description, age, replacement cost and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;
- d. as often as we reasonably require:
 - (1) exhibit the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies;
 - (3) submit to and subscribe, while not in the presence of any other insured:
 - (a) statements; and
 - (b) examinations under oath; and

(4) produce employees, members of the insured's household or others for examination under oath to the extent it is within the insured's power to do so; and

e. submit to us, within 60 days after the loss, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) the time and cause of loss;
- (2) interest of the insured and all others in the property involved and all encumbrances on the property;
- (3) other insurance which may cover the loss;
- (4) changes in title or occupancy of the property during the term of this policy;
- (5) specifications of any damaged building and detailed estimates for repair of the damage;
- (6) an inventory of damaged or stolen personal property described in 2.c.;
- (7) receipts for additional living expenses incurred and records supporting the fair rental value loss; and
- (8) evidence or affidavit supporting a claim under the Credit Card, Bank Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

3. **Loss to a Pair or Set.** In case of loss to a pair or set, we may elect to:

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

4. **Appraisal.** loss, either be set by appraisal, an appraiser. I identity with The two ap tial umpire. an umpire a court of re ises is loca then set th a written re upon shall to agree w differences any two of Each appr appraiser. pensionan us.

5. **Other Ins** covered b the loss. C applicable of insuran

6. **Suit Agai** has been action mu loss or da

7. **Our Opti** property property

8. **Loss Pay** pay you u or is leg: payable €

- a. react
- b. there
- c. there

9. **Abandon** property

- 4. **Appraisal.** If you and we fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, disinterested appraiser. Each shall notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two 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 set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.
- 5. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only our share of the loss. Our share is the proportion of the loss that the applicable limit under this policy bears to the total amount of insurance covering the loss.
- 6. **Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions. The action must be started within one year after the date of loss or damage.
- 7. **Our Option.** We may repair or replace any part of the property damaged or stolen with similar property. Any property we pay for or replace becomes our property.
- 8. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
 - a. reach agreement with you;
 - b. there is an entry of a final judgment; or
 - c. there is a filing of an appraisal award with us.
- 9. **Abandonment of Property.** We need not accept any property abandoned by an insured.

- 10. **Mortgage Clause.** The word "mortgagee" includes trustee.
 - a. If a mortgagee is named in this policy, any loss payable under Coverage A shall be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment shall be the same as the order of precedence of the mortgages.
 - b. If we deny your claim, that denial shall not apply to a valid claim of the mortgagee, if the mortgagee:
 - (1) notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - (2) pays on demand any premium due under this policy, if you have not paid the premium; and
 - (3) submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.
 - c. If this policy is cancelled by us, the mortgagee shall be notified at least 10 days before the date cancellation takes effect. Proof of mailing shall be proof of notice.
 - d. If we pay the mortgagee for any loss and deny payment to you:
 - (1) we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - (2) at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
 - e. Subrogation shall not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
- 11. **No Benefit to Bailee.** We will not recognize an assignment or grant coverage for the benefit of a person or organization holding, storing or transporting property for

re policy;
 ty.
 insured's
 der oath
 lower to
 ss, your
 i, to the
 re prop-
 re prop-
 s;
 r property
 and de-
 ;
 al prop-
 rurred
 le loss;
 der the
 rgering the
 set, we
 r set to
 alue of
 FP-7955

a fee. This applies regardless of any other provision of this policy.

12. **Intentional Acts.** If you or any person insured under this policy causes or procures a loss to property covered

under this policy for the purpose of obtaining insurance benefits, then this policy is void and we will not pay you or any other insured for this loss.

SECTION II - LIABILITY COVERAGES

COVERAGE L - PERSONAL LIABILITY

If a claim is made or a suit is brought against an insured for damages because of **bodily injury** or **property damage** to which this coverage applies, caused by an **occurrence**, we will:

1. pay up to our limit of liability for the damages for which the **insured** is legally liable; and
2. provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages, to effect settlement or satisfy a judgment resulting from the **occurrence**, equals our limit of liability.

out of or in the course of the residence employee's employment by an insured.

SECTION II - ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

COVERAGE M - MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage applies only:

1. to a person on the **insured location** with the permission of an **insured**;
2. to a person off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition on the **insured location** or the ways immediately adjoining;
 - b. is caused by the activities of an **insured**;
 - c. is caused by a **residence employee** in the course of the **residence employee's** employment by an **insured**; or
 - d. is caused by an animal owned by or in the care of an **insured**; or
3. to a **residence employee** if the **occurrence** causing **bodily injury** occurs off the **insured location** and arises

1. **Claim Expenses.** We pay:
 - a. expenses we incur and costs taxed against an **insured** in suits we defend;
 - b. premiums on bonds required in suits we defend, but not for bond amounts greater than the Coverage L limit. We are not obligated to apply for or furnish any bond;
 - c. reasonable expenses an **insured** incurs at our request. This includes actual loss of earnings (but not loss of other income) up to \$100 per day for aiding us in the investigation or defense of claims or suits;
 - d. prejudgment interest awarded against the **insured** on that part of the judgment we pay; and
 - e. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an **insured** for **bodily injury** covered under this policy. We will not pay for first aid to you or any other **insured**.
3. **Damage to Property of Others.**
 - a. We will pay for **property damage** to property of others caused by an **insured**.
 - b. We will not pay more than the smallest of the following amounts:
 - (1) replacement cost at the time of loss;
 - (2) full cost of repair; or

(3) \$500 in any one occurrence.

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

- (1) if insurance is otherwise provided in this policy;
- (2) caused intentionally by an **insured** who is 13 years of age or older;
- (3) to property, other than a rented golf cart, owned by or rented to an **insured**, a tenant of an **insured**, or a resident in your household; or

(4) arising out of:

- (a) **business pursuits**;
- (b) any act or omission in connection with a premises an **insured** owns, rents or controls, other than the **insured location**; or
- (c) the ownership, maintenance, or use of a **motor vehicle**, aircraft, or watercraft, including airboat, air cushion, personal watercraft, sail board or similar type watercraft.

SECTION II - EXCLUSIONS

1. Coverage L and Coverage M do not apply to:

a. **bodily injury or property damage**:

- (1) which is either expected or intended by the **insured**; or
- (2) which is the result of willful and malicious acts of the **insured**;

b. **bodily injury or property damage** arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by any **insured**. This exclusion does not apply:

- (1) to activities which are ordinarily incident to non-**business pursuits**;
- (2) with respect to Coverage L to the occasional or part-time **business pursuits** of an **insured** who is under 19 years of age;
- (3) to the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for the exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an office, school, studio or private garage;
- (4) when the dwelling on the **residence premises** is a two, three or four-family dwelling and you oc-

copy one part and rent or hold for rental the other part; or

(5) to farm land (without buildings), rented or held for rental to others, but not to exceed a total of 500 acres, regardless of the number of locations;

c. **bodily injury or property damage** arising out of the rendering or failing to render professional services;

d. **bodily injury or property damage** arising out of any premises currently owned or rented to any **insured** which is not an **insured location**. This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**;

e. **bodily injury or property damage** arising out of the ownership, maintenance, use, loading or unloading of:

- (1) an aircraft;
- (2) a **motor vehicle** owned or operated by or rented or loaned to any **insured**; or
- (3) a watercraft:
 - (a) owned by or rented to any **insured** if it has inboard or inboard-outdrive motor power of more than 50 horsepower;
 - (b) owned by or rented to any **insured** if it is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;

- (c) powered by one or more outboard motors with more than 25 total horsepower owned by any insured;
- (d) designated as an airboat, air cushion, or similar type of craft; or
- (e) owned by any insured which is a personal watercraft using a water jet pump powered by an internal combustion engine as the primary source of propulsion.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**. Exclusion e.(3) does not apply while the watercraft is on the **residence premises**;

- f. **bodily injury or property damage** arising out of:
 - (1) the entrustment by any insured to any person;
 - (2) the supervision by any insured of any person;
 - (3) any liability statutorily imposed on any insured; or
 - (4) any liability assumed through an unwritten or written agreement by any insured;
 with regard to the ownership, maintenance or use of any aircraft, watercraft, or motor vehicle which is not covered under Section II of this policy;

g. **bodily injury or property damage** caused directly or indirectly by war, including undeclared war, or any warlike act including destruction or seizure or use for a military purpose, or any consequence of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

h. **bodily injury** to you or any insured within the meaning of part a. or b. of the definition of **insured**.

This exclusion also applies to any claim made or suit brought against you or any insured to share damages with or repay someone else who may be obligated to pay damages because of the **bodily injury** sustained by you or any insured within the meaning of part a. or b. of the definition of **insured**;

i. any claim made or suit brought against any insured by:

(1) any person who is in the care of any insured because of child care services provided by or at the direction of:

- (a) any insured;
- (b) any employee of any insured; or
- (c) any other person actually or apparently acting on behalf of any insured; or

(2) any person who makes a claim because of **bodily injury** to any person who is in the care of any insured because of child care services provided by or at the direction of:

- (a) any insured;
- (b) any employee of any insured; or
- (c) any other person actually or apparently acting on behalf of any insured.

This exclusion does not apply to the occasional child care services provided by any insured, or to the part-time child care services provided by any insured who is under 19 years of age; or

j. **bodily injury or property damage** arising out of an insured's participation in, or preparation or practice for any prearranged or organized race, speed or demolition contest, or similar competition involving a motorized land vehicle or motorized watercraft. This exclusion does not apply to a sailing vessel less than 26 feet in overall length with or without auxiliary power.

2. Coverage L does not apply to:

- a. liability:
 - (1) for your share of any loss assessment charged against all members of an association of property owners; or
 - (2) assumed under any unwritten contract or agreement, or by contract or agreement in connection with a business of the insured;
- b. **property damage** to property currently owned by any insured;
- c. **property damage** to property rented to, occupied or used by or in the care of any insured. This exclusion

any insured
vided by or at
or
parently act-
use of bodily
care of any
ices provided

parently act-
asional child
d, or to the
any insured

ing out of an
n or practice
e; speed or
n involving a
ircraft. This
sel less than
out auxiliary

ent charged
n of property

act or agree-
connection

wned by any

occupied or
is exclusion

does not apply to property damage caused by fire, smoke or explosion;

d. **bodily injury** to a person eligible to receive any benefits required to be provided or voluntarily provided by an insured under a workers' compensation, non-occupational disability, or occupational disease law;

e. **bodily injury or property damage** for which an insured under this policy is also an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.

SECTION II - CONDITIONS

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is our limit for all damages from each **occurrence** regardless of the number of **insureds**, claims made or persons injured.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense for **bodily injury** to one person as the result of one accident.

2. **Severability of Insurance.** This insurance applies separately to each insured. This condition shall not increase our limit of liability for any one **occurrence**.

3. **Duties After Loss.** In case of an accident or occurrence, the insured shall perform the following duties that apply. You shall cooperate with us in seeing that these duties are performed:

a. give written notice to us or our agent as soon as practicable, which sets forth:

- (1) the identity of this policy and insured;
- (2) reasonably available information on the time, place and circumstances of the accident or occurrence; and

- 3. Coverage M does not apply to **bodily injury**:
 - a. to a **residence employee** if it occurs off the **insured location** and does not arise out of or in the course of the **residence employee's** employment by an insured;
 - b. to a person eligible to receive any benefits required to be provided or voluntarily provided under any workers' compensation, non-occupational disability or occupational disease law;
 - c. from nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these;
 - d. to a person other than a **residence employee** of an insured, regularly residing on any part of the insured location.

(3) names and addresses of any claimants and available witnesses;

b. immediately forward to us every notice, demand, summons or other process relating to the accident or occurrence;

c. at our request, assist in:

- (1) making settlement;
- (2) the enforcement of any right of contribution or indemnity against a person or organization who may be liable to an insured;
- (3) the conduct of suits and attend hearings and trials; and
- (4) securing and giving evidence and obtaining the attendance of witnesses;

d. under the coverage - **Damage to Property of Others**, exhibit the damaged property if within the insured's control; and

e. the insured shall not, except at the insured's own cost, voluntarily make payments, assume obligations or incur expenses. This does not apply to expense for first aid to others at the time of the **bodily injury**.

4. **Duties of an Injured Person - Coverage M.** The injured person, or, when appropriate, someone acting on behalf of that person, shall:

- a. give us written proof of claim, under oath if required, as soon as practicable;
- b. execute authorization to allow us to obtain copies of medical reports and records; and
- c. submit to physical examination by a physician selected by us when and as often as we reasonably require.

5. **Payment of Claim - Coverage M.** Payment under this coverage is not an admission of liability by an insured or us.

6. **Suit Against Us.** No action shall be brought against us unless there has been compliance with the policy provisions.

No one shall have the right to join us as a party to an action against an insured. Further, no action with respect to Coverage L shall be brought against us until the obligation of the insured has been determined by final judgment or agreement signed by us.

7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an insured shall not relieve us of our obligation under this policy.

8. **Other Insurance - Coverage L.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTION I AND SECTION II - CONDITIONS

1. **Policy Period.** This policy applies only to loss under Section I or bodily injury or property damage under Section II which occurs during the period this policy is in effect.

2. **Concealment or Fraud.** This policy is void as to you and any other insured, if you or any other insured under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss.

3. **Liberalization Clause.** If we adopt any revision which would broaden coverage under this policy without additional premium, within 60 days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.

4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination shall not waive any of our rights.

5. **Cancellation.**

- a. You may cancel this policy at any time by notifying us in writing of the date cancellation is to take effect. We may waive the requirement that the notice be in writing by confirming the date and time of cancellation to you in writing.

b. We may cancel this policy only for the reasons stated in this condition. We will notify you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. Proof of mailing shall be sufficient proof of notice:

- (1) When you have not paid the premium, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to us or our agent or under any finance or credit plan.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason. We may cancel by notifying you at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) if there has been a material misrepresentation of fact which, if known to us, would have caused us not to issue this policy; or

(b) if the risk has changed substantially since the policy was issued.

We may cancel this policy by notifying you at least 30 days before the date cancellation takes effect.

(4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary. We may cancel by notifying you at least 30 days before the date cancellation takes effect.

c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request cancellation, the return premium will be based on our rules for such cancellation. The return premium may be less than a full pro rata refund. When we cancel, the return premium will be pro rata.

d. The return premium may not be refunded with the notice of cancellation or when the policy is returned to us. In such cases, we will refund it within a reasonable time after the date cancellation takes effect.

6. **Nonrenewal.** We may elect not to renew this policy. If we elect not to renew, a written notice will be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. The notice will be mailed or delivered at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.

7. **Assignment.** Assignment of this policy shall not be valid unless we give our written consent.

8. **Subrogation.** An insured may waive in writing before a loss all rights of recovery against any person. If not

waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an insured shall:

- a. sign and deliver all related papers;
- b. cooperate with us in a reasonable manner; and
- c. do nothing after a loss to prejudice such rights.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

9. **Death.** If any person shown in the **Declarations** or the spouse, if a resident of the same household, dies:

- a. we insure the legal representative of the deceased. This condition applies only with respect to the premises and property of the deceased covered under this policy at the time of death;
- b. **insured** includes:

(1) any member of your household who is an insured at the time of your death, but only while a resident of the **residence premises**; and

(2) with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

10. **Conformity to State Law.** When a policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State will apply.

OPTIONAL POLICY PROVISIONS

Each Optional Policy Provision applies only as shown in the **Declarations** and is subject to all the terms, provisions, exclusions and conditions of this policy.

Option AI - Additional Insured. The definition of **insured** is extended to include the person or organization shown in the **Declarations** as an Additional Insured or whose name is on file with us. Coverage is with respect to:

- 1. Section I - Coverage A; or

2. Section II - Coverages L and M but only with respect to the **residence premises**. This coverage does not apply to **bodily injury** to an employee arising out of or in the course of the employee's employment by the person or organization.

This option applies only with respect to the location shown in the **Declarations**.

Option BP - Business Property. The **COVERAGE B - PERSONAL PROPERTY, Special Limits of Liability**, item b., for property used or intended for use in a **business**,

including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The \$1,000 limit is replaced with the amount shown in the Declarations for this option.

Option BU - Business Pursuits. SECTION II - EXCLUSIONS, item 1.b. is modified as follows:

1. Section II coverage applies to the business pursuits of an insured who is a:

- a. clerical office employee, salesperson, collector, messenger; or
- b. teacher (except college, university and professional athletic coaches), school principal or school administrator;

while acting within the scope of the above listed occupations.

2. However, no coverage is provided:

a. for **bodily injury** or **property damage** arising out of a **business** owned or financially controlled by the **insured** or by a partnership of which the **insured** is a partner or member;

b. for **bodily injury** or **property damage** arising out of the rendering of or failure to render professional services of any nature (other than teaching or school administration). This exclusion includes but is not limited to:

- (1) computer programming, architectural, engineering or industrial design services;
- (2) medical, surgical, dental or other services or treatment conducive to the health of persons or animals; and
- (3) beauty or barber services or treatment;

c. for **bodily injury** to a fellow employee of the **insured** injured in the course of employment; or

d. when the **insured** is a member of the faculty or teaching staff of a school or college:

- (1) for **bodily injury** or **property damage** arising out of the maintenance, use, loading or unloading of:

(a) draft or saddle animals, including vehicles for use with them; or

(b) aircraft, **motor vehicles**, recreational motor vehicles or watercraft, airboats, air cushions or personal watercraft which use a water jet pump powered by an internal combustion engine as the primary source of propulsion;

owned or operated, or hired by or for the **insured** or employer of the **insured** or used by the **insured** for the purpose of instruction in the use thereof; or

(2) under Coverage M for **bodily injury** to a pupil arising out of corporal punishment administered by or at the direction of the **insured**.

Option FA - Firearms. Firearms are insured for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss.

The following additional provisions apply:

1. we do not insure for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:

- a. mechanical breakdown, wear and tear, gradual deterioration;
- b. insects or vermin;
- c. any process of refinishing, renovating, or repairing;
- d. dampness of atmosphere or extremes of temperatures;
- e. inherent defect or faulty manufacture;
- f. rust, fouling or explosion of firearms;
- g. breakage, marring, scratching, tearing or denting unless caused by fire, thieves or accidents to conveyances; or
- h. infidelity of an **insured's** employees or persons to whom the **insured** property may be entrusted or rented;

- 2. our limit the limit the aggr
- 3. our limit rations Covera
- 4. our limit items 2

Option HC SONAL PP electronic c ing or stora to be the a

Option ID to -damage AGE A - I SETTLEM

If the amo replace da limit of liat additional

1. the Op to repa

2. 10% o buildir DWEL

Report In of the sta more; or a which incr any addfil not paym **Declarati** within 90

Option IC this optio pancy on

1. COVI 2.b. it

2. COVI to inc

ng vehi-
eational
oats, air
ft which
d by an
the pri-
for the
or used
struction
a pupil
adminis-
ured.
cidental
ns. The
amount
ribed in
nmedi-
al dele-
airing;
mpera-
B
o
enting
onvey-
ons to
ted or

- 2. our limit for loss by any Coverage B peril except theft is the limit shown in the **Declarations** for Coverage B, plus the aggregate limit;
- 3. our limits for loss by theft are those shown in the **Declarations** for this option. These limits apply in lieu of the Coverage B theft limit; and
- 4. our limits for loss by any covered peril except those in items 2. and 3. are those shown in the **Declarations**.

Option HC - Home Computer. The **COVERAGE B - PERSONAL PROPERTY, Special Limits of Liability**, item i., for electronic data processing system equipment and the recording or storage media used with that equipment is increased to be the amount shown in the **Declarations** for this option.

Option ID - Increased Dwelling Limit. We will settle losses to damaged building structures covered under **COVERAGE A - DWELLING** according to the **SECTION I - LOSS SETTLEMENT** provision shown in the **Declarations**.

If the amount you actually and necessarily spend to repair or replace damaged building structures exceeds the applicable limit of liability shown in the **Declarations**, we will pay the additional amounts not to exceed:

- 1. the Option ID limit of liability shown in the **Declarations** to repair or replace the Dwelling; or
- 2. 10% of the Option ID limit of liability to repair or replace building structures covered under **COVERAGE A - DWELLING, Dwelling Extension**.

Report Increased Values. You must notify us within 90 days of the start of any new building structure costing \$5,000 or more; or any additions to or remodeling of building structures which increase their values by \$5,000 or more. You must pay any additional premium due for the increased value. We will not pay more than the applicable limit of liability shown in the **Declarations**, if you fail to notify us of the increased value within 90 days.

Option IO - Incidental Business. The coverage provided by this option applies only to that incidental business occupancy on file with us.

- 1. **COVERAGE A - DWELLING, Dwelling Extension**, item 2.b. is deleted.
- 2. **COVERAGE B - PERSONAL PROPERTY** is extended to include equipment, supplies and furnishings usual and

incidental to this business occupancy. This Optional Policy Provision does not include electronic data processing system equipment or the recording or storage media used with that equipment or merchandise held as samples or for sale or for delivery after sale.

The Option IO limits are shown in the **Declarations**. The first limit applies to property on the residence premises. The second limit applies to property while off the residence premises. These limits are in addition to the **COVERAGE B - PERSONAL PROPERTY, Special Limits of Liability** on property used or intended for use in a business.

3. Under Section II, the residence premises is not considered business property because an insured occupies a part of it as an incidental business.

4. **SECTION II - EXCLUSIONS**, item 1.b. of Coverage L and Coverage M is replaced with the following:

b. **bodily injury or property damage** arising out of business pursuits of an insured or the rental or holding for rental of any part of any premises by an insured. This exclusion does not apply:

- (1) to activities which are ordinarily incidental to non-business pursuits or to business pursuits of an insured which are necessary or incidental to the use of the residence premises as an incidental business;
- (2) with respect to Coverage L to the occasional or part-time business pursuits of an insured who is under 19 years of age;
- (3) to the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an incidental business or private garage;
- (4) when the dwelling on the residence premises is a two family dwelling and you occupy

one part and rent or hold for rental the other part; or

(5) to farm land (without buildings), rented or held for rental to others, but not to exceed a total of 500 acres, regardless of the number of locations.

5. This insurance does not apply to:

a. **bodily injury to an employee of an insured arising out of the residence premises as an incidental business other than to a residence employee while engaged in the employee's employment by an insured;**

b. **bodily injury to a pupil arising out of corporal punishment administered by or at the direction of the insured;**

c. **liability arising out of any acts, errors or omissions of an insured, or any other person for whose acts an insured is liable, resulting from the preparation or approval of data, plans, designs, opinions, reports, programs, specifications, supervisory inspections or engineering services in the conduct of an insured's incidental business involving data processing, computer consulting or computer programming; or**

d. **any claim made or suit brought against any insured by:**

(1) **any person who is in the care of any insured because of child care services provided by or at the direction of:**

(a) **any insured;**

(b) **any employee of any insured; or**

(c) **any other person actually or apparently acting on behalf of any insured; or**

(2) **any person who makes a claim because of bodily injury to any person who is in the care of any insured because of child care services provided by or at the direction of:**

(a) **any insured;**

(b) **any employee of any insured; or**

(c) **any other person actually or apparently acting on behalf of any insured.**

Coverage M does not apply to any person indicated in (1) and (2) above.

This exclusion does not apply to the occasional child care services provided by any insured, or to the part-time child care services provided by any insured who is under 19 years of age.

Option JF - Jewelry and Furs. Jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones, gold other than goldware, silver other than silverware and platinum are insured for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss.

The following additional provisions apply:

1. we do not insure for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:

a. **mechanical breakdown, wear and tear, gradual deterioration;**

b. **insects or vermin;**

c. **inherent vice; or**

d. **seizure or destruction under quarantine or customs regulations;**

2. **our limit for loss by any Coverage B peril except theft is the limit shown in the Declarations for Coverage B, plus the aggregate limit;**

3. **our limits for loss by theft are those shown in the Declarations for this option; and**

4. **our limits for loss by any covered peril except those in items 2. and 3. are those shown in the Declarations for this option.**

Opt
1.
2.
3.
3

Option OL - Building Ordinance or Law.

1. Coverage Provided.

The total limit of insurance provided by this Building Ordinance or Law provision will not exceed an amount equal to the Option OL percentage shown in the Declarations of the Coverage A limit shown in the Declarations at the time of the loss, as adjusted by the inflation coverage provisions of the policy. This is an additional amount of insurance and applies only to the dwelling.

2. Damaged Portions of Dwelling.

When the dwelling covered under **COVERAGE A - DWELLING** is damaged by a Loss Insured we will pay for the increased cost to repair or rebuild the physically damaged portion of the dwelling caused by the enforcement of a building, zoning or land use ordinance or law if the enforcement is directly caused by the same Loss Insured and the requirement is in effect at the time the Loss Insured occurs.

3. Undamaged Portions of Damaged Dwelling.

When the dwelling covered under **COVERAGE A - DWELLING** is damaged by a Loss Insured we will also pay for:

- a. the cost to demolish and clear the site of the undamaged portions of the dwelling caused by the enforcement of a building, zoning or land use ordinance or law if the enforcement is directly caused by the same Loss Insured and the requirement is in effect at the time the Loss Insured occurs; and
- b. loss to the undamaged portion of the dwelling caused by enforcement of any ordinance or law if:
 - (1) the enforcement is directly caused by the same Loss Insured;
 - (2) the enforcement requires the demolition of portions of the same dwelling not damaged by the same Loss Insured;
 - (3) the ordinance or law regulates the construction or repair of the dwelling, or establishes zoning or

land use requirements at the described premises; and

(4) the ordinance or law is in force at the time of the occurrence of the same Loss Insured; or

- c. the legally required changes to the undamaged portion of the dwelling caused by the enforcement of a building, zoning or land use ordinance or law if the enforcement is directly caused by the same Loss Insured and the requirement is in effect at the time the Loss Insured occurs.

4. Building Ordinance or Law Coverage Limitations.

a. We will not pay for any increased cost of construction under this coverage:

- (1) until the dwelling is actually repaired or replaced at the same or another premises in the same general vicinity; and
- (2) unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years.

b. We will not pay more for loss to the undamaged portion of the dwelling caused by the enforcement of any ordinance or law than:

- (1) the depreciated value of the undamaged portion of the dwelling, if the dwelling is not repaired or replaced;
- (2) the amount you actually spend to replace the undamaged portion of the dwelling if the dwelling is repaired or replaced.

c. We will not pay more under this coverage than the amount you actually spend:

- (1) for the increased cost to repair or rebuild the dwelling at the same or another premises in the same general vicinity if relocation is required by ordinance or law; and
- (2) to demolish and clear the site of the undamaged portions of the dwelling caused by enforcement of building, zoning or land use ordinance or law.

We will never pay for more than a dwelling of the same height, floor area and style on the same or similar premises as the dwelling, subject to the limit provided in paragraph 1. Coverage Provided of this option.

Option SG - Silverware and Goldware Theft. The COVER-AGE B - PERSONAL PROPERTY, Special Limits of Li-ability, item h., for theft of silverware and goldware is increased to be the amount shown in the Declarations for this option.

IN WITNESS WHEREOF, this Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youell

Secretary

Edward B. Rust, Jr.

President

The Board of Directors, in accordance with Article VI(c) of this Company's Articles of Incorporation, may from time to time distribute equitably to the holders of the participating policies issued by said Company such sums out of its earnings as in its judgment are proper.



IDENTITY RESTORATION COVERAGE ENDORSEMENT IDENTITY RESTORATION CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT



ST-0203-0000

DEFINITIONS

The following new or revised definitions apply only to this endorsement:

1. **insured**, when used in this endorsement, means you and if residents of your household:
 - a. your relatives; and
 - b. any other person under the age of 21 who is in the care of a person described above.
2. **identity fraud** means the fraudulent use of an **insured's** identifying information to:
 - a. commit crimes;
 - b. unlawfully establish credit accounts;
 - c. secure loans; or
 - d. enter into contracts.

Identity fraud does not include the fraudulent use of a business name or any other method of identifying a business activity.

3. **identity fraud expenses** means the following reasonable and necessary costs incurred as a direct result of an **identity fraud**:
 - a. costs for re-filing applications for loans, grants or other credit instruments;
 - b. costs for notarizing affidavits or other similar documents, long distance telephone calls and postage;
 - c. costs for credit reports from established credit bureaus;
 - d. fees and expenses for an attorney approved by us for the following:
 - (1) the defense of any civil suit brought against an **insured**;
 - (2) the removal of any civil judgment wrongfully entered against an **insured**;
 - (3) legal assistance for an **insured** at an audit or hearing by a governmental agency;
 - (4) legal assistance in challenging the accuracy of the **insured's** consumer credit report;

(5) the defense of any criminal charges brought against an **insured** arising from the actions of a third party using the personal identity of the **insured**;

- e. actual lost wages of the **insured** for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages do not include time lost for illness or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-work hours;
- f. actual costs for supervision of children or elderly or infirm relatives of the **insured** during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the **insured**; and
- g. reasonable and necessary costs incurred by an **insured** as a direct result of the **identity fraud**. Such costs include:
 - (1) costs by the **insured** to recover control over his or her personal identity; and
 - (2) deductibles or service fees from financial institutions.

Such costs do not include:

 - (1) costs to avoid, prevent or detect **identity fraud** or other loss;
 - (2) monies lost or stolen;
 - (3) balances resulting from the unauthorized use of a credit card, credit account or bank account; or
 - (4) costs that are restricted or excluded elsewhere in this endorsement or policy.

4. **identity restoration case manager** means a person assigned by us to help an **insured** to counteract the effects of **identity fraud**. This

CONTINUED

help may include, with the permission and cooperation of the **insured**, contacting authorities, credit bureaus, creditors and businesses.

IDENTITY RESTORATION COVERAGE

If the **insured** has been a victim of **identity fraud** covered by this endorsement, the following coverages are provided:

Case Management Service

Services of an **identity restoration case manager** as needed to respond to the **identity fraud**.

Expense Reimbursement

Reimbursement of necessary and reasonable **identity fraud expenses** incurred as a direct result of the **identity fraud**.

These coverages only apply if the **identity fraud** is:

1. first discovered by any **insured** while this endorsement is in force; and
2. reported to us within 60 days after it is first discovered by any **insured**.

LIMITS

Case management service is available as needed for any one **identity fraud** for up to 12 months from the initial assignment of an **identity restoration case manager**. Expenses we incur to provide **case management service** do not reduce the limit available for **expense reimbursement** coverage.

Expense reimbursement coverage is subject to a limit of \$25,000 annual aggregate per **insured**. This limit is the most we will pay for the total of all loss or expense arising out of all **identity frauds** to any one **insured** which are first discovered by any **insured** during the current policy period. This limit applies regardless of the number of claims during that period.

An **identity fraud** may be first discovered by any **insured** in one policy period and continue into other policy periods. If so, all loss and expense arising from the **identity fraud** will be subject to the annual aggregate limit which applies to the

policy period when the **identity fraud** was first discovered by any **insured**.

Identity fraud expenses are part of, and not in addition to, payment under the **expense reimbursement** coverage limit.

Identity fraud expenses are limited to costs incurred within 12 months of the first discovery of the **identity fraud** by any **insured**.

Items 3.e. and 3.f. of the definition of **identity fraud expenses** are jointly subject to a limit of \$5,000. This limit is part of, and not in addition to, payment under the **expense reimbursement** coverage limit.

Item 3.g. of the definition of **identity fraud expenses** is subject to a limit of \$1,000. This limit is part of, and not in addition to, payment under the **expense reimbursement** coverage limit.

The coverage provided by this endorsement is in addition to any other coverage which applies in this policy.

DEDUCTIBLE

Case management service and **expense reimbursement** are not subject to a deductible.

EXCLUSIONS

We do not cover loss or expense arising from any of the following:

1. **identity fraud** against or incurred by a professional or business entity;
2. any fraudulent, dishonest or criminal act by the **insured**. This includes:
 - a. any act by a person aiding or abetting the **insured**; or
 - b. any act by an authorized representative of the **insured**;
 whether or not the person is acting alone or in collusion with others. However, this exclusion will not apply to the interests of an **insured** who has no knowledge of or involvement in such fraud, dishonesty or criminal act;
3. loss other than **identity fraud expenses**;
4. liability or account balances which arise out of fraudulent charges;



5. an **identity fraud** that is not reported in writing to the police. You may make a claim under this coverage prior to making such a report and we may refer the **insured** to **case management service** if all other coverage requirements are met. However, we will not pay any **expense reimbursement** until the **identity fraud** has been reported in writing to the police and we reserve our right to terminate the **case management service** if the **insured** does not make such a written report to the police within a reasonable period of time;
6. war, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;
7. nuclear hazard, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of these. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion or smoke.

CONDITIONS

The following **Conditions** apply to this coverage.

Assistance and Claims

In some cases, we may provide **case management service** at our expense to an **insured** prior to a determination that a covered **identity fraud** has occurred. Our provision of services is not an admission of liability under this endorsement. We reserve the right to

deny further coverage or service if, after investigation, we determine that a covered **identity fraud** has not occurred.

For **expense reimbursement** coverage, you must send to us receipts, bills or other records that support your claim for **identity fraud expenses**. These must be sent to us within 60 days after our request.

Cooperation and Permission

As respects any services provided by us or our designees to any **insured** under this endorsement, that **insured** must provide cooperation, permission and assistance.

No Warranty

There is no warranty that any services will:

1. end or solve all problems associated with an **identity fraud**; or
2. prevent future **identity frauds**.

All services may not be applicable or available for us or our designees to provide.

Other Insurance or Benefits

The insurance provided by this endorsement is excess over any other valid and collectible insurance or non-insurance benefit available to you from any source for the same **identity fraud** covered by this endorsement.

APPLICABLE POLICY PROVISIONS

The following policy provisions apply to this coverage except as modified by endorsement:

DECLARATIONS;

SECTION I – CONDITIONS;

SECTION I AND SECTION II – CONDITIONS

FE-3301



ST-0303-0000

FE-5706.3 BACK-UP OF SEWER OR DRAIN ENDORSEMENT (\$10,000 Limit)

The following is added to SECTION I – ADDITIONAL COVERAGES:

Back-up of Sewer or Drain. We cover the dwelling used as a private residence on the residence premises shown in the Declarations and only the following personal property, while located in the dwelling:

- a. clothes washers and dryers;
- b. food freezers and the food in them;
- c. refrigerators;
- d. ranges;
- e. portable dishwashers; and
- f. dehumidifiers;

for direct physical loss caused by the back-up of water or sewage, subject to the following:

- a. The back-up must be directly and immediately caused solely by water or sewage:
 - (1) from outside the residence premises plumbing system that enters through a sewer or drain located inside the interior of the dwelling; or
 - (2) which enters into and overflows from within a sump pump, sump pump well, or any other system located inside the interior of the dwelling designed to remove subsurface water drained from the foundation area.
- b. Coverage does not apply to:
 - (1) losses caused by your negligence;
 - (2) losses that occur or are in progress within the first 5 days of the inception of this endorsement, unless coverage is continued as part of your policy renewal; or
 - (3) any personal property other than a. through f. listed above.
- c. The limit for this coverage shall not exceed \$10,000 in any one occurrence.

The deductible for each loss under this coverage is the amount shown in the Declarations under DEDUCTIBLES – SECTION I or \$1,000, whichever is greater.

For the purpose of this endorsement only, SECTION I – LOSSES INSURED, item 12.c. is deleted from the policy.

SECTION I – LOSSES NOT INSURED

Item 2.c. **Water** is replaced by:

2. c. **Water**, meaning:

- (1) flood, surface water, waves (including tidal wave, tsunami, and seiche) tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not, except as specifically provided in SECTION I – ADDITIONAL COVERAGES, Back-up of Sewer or Drain;
- (2) water or sewage from outside the residence premises plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; except as specifically provided in SECTION I – ADDITIONAL COVERAGES, Back-up of Sewer or Drain;
- (3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure, or
- (4) material carried or otherwise moved by any of the water, as described in paragraphs (1) through (3) above.

However, we do insure for any direct loss by fire, explosion or theft resulting from water, provided the resulting loss is itself a Loss Insured.

For the purpose of this endorsement only, SECTION I – CONDITIONS, Other Insurance is replaced by:

Other Insurance. This coverage is excess over other valid and collectible insurance.

All other policy provisions apply.

FE-8781 PUNITIVE DAMAGE EXCLUSION ENDORSEMENT

This policy does not provide coverage for punitive or exemplary damages, or any attorney fees associated with these damages. All other policy provisions apply.

FE-8781

©, Copyright, State Farm Mutual Automobile Insurance Company, 2010

FE-3509 HOMEOWNERS POLICY ENDORSEMENT (Ohio)**DECLARATIONS CONTINUED**

The following is added:

You agree, by acceptance of this policy, that:

1. any application for the insurance provided by this policy, including any warranty made by you, is a part of this policy; and
2. all statements in the application for insurance and in the Declarations are warranties.

This policy is void from its inception, if any warranty made by you is found to be false.

DEFINITIONS

Definitions 6. and 7. are replaced by the following:

6. **"motor vehicle"**, when used in Section II of this policy, means:
 - a. a land motor vehicle designed for travel on public roads or subject to motor vehicle registration;
 - b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
 - c. a "recreational vehicle" while off an insured location. "Recreational vehicle" means a motorized vehicle designed for recreation principally off public roads that is owned or leased by an insured. This includes, but is not limited to, a motorized all terrain vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike and personal assistive mobility device. "Leased" does not include temporary rental;
 - d. a "locomotive" while off an insured location. "Locomotive" means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an insured. "Leased" does not include temporary rental;
 - e. a bulldozer, track loader, backhoe, high-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle or road building vehicle that is owned or leased by an insured while off an insured location. "Leased" does not include temporary rental; and
 - f. any vehicle while being towed or pushed by or carried on a vehicle included in a., b., c., d. or e.

The following are not motor vehicles:

- a. a boat, camp, home or utility trailer not being towed or pushed by or carried on a vehicle included in a., b., c., d. or e. above;
 - b. a motorized land vehicle in dead storage on an insured location;
 - c. a motorized golf cart while used for golfing purposes;
 - d. a motorized vehicle or trailer designed to assist the handicapped that is not designed for travel on public roads or subject to motor vehicle registration; or
 - e. a commercially manufactured 2, 3 or 4 wheeled personal conveyance powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.
7. **"occurrence"**, when used in Section II of this policy, means an accident, including exposure to conditions, which first results in:
- a. **bodily injury**; or
 - b. **property damage**;
- during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents or from continuous and repeated exposure to the same general conditions is considered to be one **occurrence**.

Definitions 11. and 12. are added:

11. **"fungus"** means any type or form of fungus, including mold, mildew, mycotoxins, spores, scents or by-products produced or released by fungi.
12. **"State Farm Companies"** means one or more of the following:
 - a. State Farm Mutual Automobile Insurance Company;
 - b. State Farm Fire and Casualty Company; and
 - c. subsidiaries or affiliates of either a. or b. above.

SECTION I – COVERAGES**COVERAGE A – DWELLING**

Item 2., Dwelling Extension, is replaced by the following:

2. **Dwelling Extension**. We cover other structures on the residence premises, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.

We do not cover other structures:

- a. not permanently attached to or otherwise forming a part of the realty;
- b. used in whole or in part for business purposes unless such use consists solely of use of office space for paperwork, computer work or use of a telephone, and consists solely of activities that are:
 - (1) duties of the insured's employment by another; and
 - (2) performed solely by the insured; or
- c. rented or held for rental to a person not a tenant of the dwelling, unless used solely as a private garage.

The following item is added to item 3. **Property Not Covered:**

- d. lawns or artificial grass, except as provided in **SECTION I – ADDITIONAL COVERAGES.**

COVERAGE B – PERSONAL PROPERTY

Special Limits of Liability is replaced by the following:

Special Limits of Liability. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on money, coins and medals, including any of these that are a part of a collection, and bank notes;
- b. \$1,500 on property used or intended for use in a business, including merchandise held as samples or for sale or for delivery after sale, while on the residence premises. This coverage is limited to \$750 on such property away from the residence premises.

Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage;

- c. \$1,000 on securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports and tickets;
- d. \$1,500 on watercraft of all types and outboard motors, including their trailers, furnishings and equipment;
- e. \$1,500 on trailers not used with watercraft;
- f. \$2,500 on stamps, trading cards and comic books, including any of these that are a part of a collection;
- g. \$2,500 for loss by theft of firearms;
- h. \$2,500 for loss by theft of silverware and goldware;

- i. \$5,000 on electronic data processing system equipment, including but not limited to mobile personal communication equipment, global positioning systems, mobile personal electronic devices used for the reproduction of sound, and standard media or non-media equipment for use with the above devices;
- j. \$5,000 on any one article and \$10,000 in the aggregate for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging or other similar article; and
- k. \$500 on commercially manufactured 2, 3 or 4 wheeled personal conveyances powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour. This does not include those not licensed for use on public highways which are designed for assisting the handicapped.

Item 2., **Property Not Covered**, is replaced by the following:

2. **Property Not Covered.** We do not cover:
 - a. articles separately described and specifically insured in this or any other insurance;
 - b. animals, birds or fish;
 - c. any engine or motor-propelled vehicle or machine, including the parts, designed for movement on land, except as provided in **Special Limits of Liability**, item k. We do cover those not licensed for use on public highways which are:
 - (1) used solely to service the insured location; or
 - (2) designed for assisting the handicapped;
 - d. devices or instruments for the recording or reproduction of video or sound permanently attached to an engine or motor-propelled vehicle. We do not cover tapes, discs, wires, videos or other media that may be used with these devices or instruments while in the vehicle;
 - e. aircraft and parts;
 - f. property of roomers, boarders, tenants and other residents not related to an insured. We do cover property of roomers, boarders and other residents related to an insured;
 - g. property regularly rented or held for rental to others by an insured. This exclusion does not apply to property of an insured in a sleeping room rented to others by an insured;
 - h. property rented or held for rental to others away from the residence premises;

- i. any radio devices or transmitters, global positioning systems, radar or laser detectors, antennas and all other similar equipment permanently attached to an engine or motor-propelled vehicle;
- j. books or records of accounts receivable, abstracts or other journals, architectural or technical drawings, card index systems or other records. This exclusion does not apply to any recording or storage media for electronic data processing. We will cover the cost of blank books, cards or other blank material plus the cost of labor you incur for transcribing or copying such records;
- k. recording or storage media for electronic data processing that cannot be replaced with other of like kind and quality on the current retail market;
- l. purchased or created data, sound or video that cannot be replaced with like kind and quality on the current retail market which is transferred or downloaded onto mobile communication equipment, global positioning systems or electronic devices used for the reproduction of video or sound;
- m. contraband, or any property used in the course of illegal consumption, possession, import, export or trade; or
- n. outdoor hardscape property used for aesthetic purposes except as provided in SECTION I – ADDITIONAL COVERAGES.

- (2) dangerous physical conditions resulting from the damage caused by the cause of loss identified in 3.a. above; or
- (3) the need to gain free access to property damaged by the cause of loss identified in 3.a. above.

We do not cover loss or expense due to cancellation of a lease or agreement.

SECTION I – ADDITIONAL COVERAGES

Items 1., 3. and 11. are replaced by the following:

- 1. **Debris Removal.** We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property. The following coverages and limits also apply:
 - a. When the amount payable for the property damage plus the debris removal exceeds the limit for damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to Additional Coverage, item 3. **Trees, Shrubs and Landscaping.**
 - b. We will also pay up to \$500 in the aggregate for each loss to cover the reasonable expenses you incur in the removal of tree debris from the residence premises, unless otherwise excluded. This coverage applies when:
 - (1) the tree has caused a Loss Insured to Coverage A property; or
 - (2) the tree debris felled by windstorm, hail, or weight of snow or ice blocks:
 - (a) the driveway, on the residence premises, and prevents land motor vehicle access to or from the dwelling; or
 - (b) a ramp designed to assist the handicapped, on the residence premises and prevents access to or from the dwelling.

COVERAGE C – LOSS OF USE

Item 3., **Prohibited Use**, is replaced by the following:

- 3. **Prohibited Use.** We cover Additional Living Expense and Fair Rental Value, for a continuous period not to exceed two weeks, beginning when a civil authority issues an order of evacuation or prohibits your use of the residence premises, provided that:
 - a. direct physical damage occurs to any property, other than covered property located on the residence premises, arising from a cause of loss that would be a Loss Insured under this policy if the damage had occurred to property on the residence premises;
 - b. the residence premises is within one mile of property damaged by a cause of loss identified in 3.a. above; and
 - c. the action of the civil authority is taken in response to:
 - (1) dangerous physical conditions resulting from the continuation of the cause of loss identified in 3.a. above;

- 3. **Trees, Shrubs and Landscaping.** We cover outdoor:
 - a. trees, shrubs, live or artificial plants, and lawns;
 - b. artificial grass; and
 - c. hardscape property used for aesthetic purposes not permanently affixed to realty;

on the residence premises, for direct loss caused by the following: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles (not owned or operated by a resident of the residence premises), Vandalism or malicious mischief or Theft.

The limit for this coverage, including the removal of debris, shall not exceed 5% of the amount shown in the Declarations for COVERAGE A – DWELLING. We will not pay more than \$750 for any one outdoor tree, shrub, plant or hardscape item, including debris removal expense. This coverage may increase the limit otherwise applicable. We do not cover property grown for business purposes.

11. **Collapse.** We insure only for direct physical loss to covered property involving the sudden, entire collapse of a building or any part of a building.

Collapse means actually fallen down or fallen into pieces. It does not include settling, cracking, shrinking, bulging, expansion, sagging or bowing.

The collapse must be directly and immediately caused only by one or more of the following:

- a. perils described in SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY. These perils apply to covered building and personal property for loss insured by this Additional Coverage;
- b. decay, deterioration, insect damage or vermin damage, all that are hidden from view, of a:
 - (1) connector; or
 - (2) structural member of a building;
 unless the presence of such damage is known to an insured prior to collapse;
- c. weight of contents, equipment, animals or people;
- d. weight of ice, snow, sleet or rain which collects on a roof, porch or deck; or
- e. use of defective material or methods in the construction (includes remodeling or renovation) of the building, if the collapse occurs during the course of the construction of the building.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, dock, trellis or antenna or its supporting structure is not included under items b., c., d. and e. unless the loss is the direct and immediate cause of the collapse of the building.

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

SECTION I – LOSSES INSURED

COVERAGE B – PERSONAL PROPERTY

Items 9.b.(3)(c), 12.d., 13.b. and 15. are replaced by the following:

- 9. b. (3) (c) of securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports and tickets;
- 12. d. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, or wet or dry rot.
- 13. b. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, or wet or dry rot.
- 15. **Sudden and accidental damage** to electrical appliances, devices, fixtures and wiring from an increase or decrease of artificially generated electrical current. We will pay up to \$1,500 under this peril for each damaged item described above.

SECTION I – LOSSES NOT INSURED

Items 1.i. and 2.c. are replaced by the following:

- 1. i. wet or dry rot;
- 2. c. **Water**, meaning:
 - (1) flood, surface water, waves (including tidal wave, tsunami, and seiche), tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not;
 - (2) water or sewage from outside the residence premises plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area;
 - (3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure; or
 - (4) material carried or otherwise moved by any of the water, as described in paragraphs (1) through (3) above.

However, we do insure for any direct loss by fire, explosion or theft resulting from water, provided the resulting loss is itself a Loss Insured.

The following item is added:

- 2. g. **Fungus.** We also do not cover:
 - (1) any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the residence premises or location of the rebuilding, repair or replacement, by fungus;
 - (2) any remediation of fungus, including the cost to:
 - (a) remove the fungus from covered property or to repair, restore or replace that property; or
 - (b) tear out and replace any part of the building or other property as needed to gain access to the fungus; or
 - (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of fungus, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

SECTION II — LIABILITY COVERAGES

SECTION II – ADDITIONAL COVERAGES

Items 1.a., 1.c. and 1.d. are replaced by the following:

- 1. **Claim Expenses.** We pay:
 - a. expenses we incur and costs taxed against an insured in suits we defend. Taxed costs do not include attorney fees;
 - c. reasonable expenses an insured incurs at our request. This includes actual loss of earnings (but not loss of other income) up to \$200 per day for aiding us in the investigation or defense of claims or suits;
 - d. interest the insured is legally liable to pay on damages payable under Coverage L above before a judgment, but only the interest on the lesser of:
 - (1) that part of the damages we pay; or
 - (2) the Coverage L limit; and

SECTION II – CONDITIONS

Item 1., **Limit of Liability**, is replaced by the following:

- 1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is the limit for all damages from each occurrence for the policy period in which the **bodily injury** or **property damage** first occurs, regardless of the number of insureds, claims made or persons injured. No additional limits or coverage

will be available for the occurrence under any additional policy periods while this policy remains in force.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense for **bodily injury** to one person as the result of one accident.

The following condition is added to item 4., **Duties of an Injured Person – Coverage M**:

- d. the injured person, or, when appropriate, someone acting on behalf of that person, shall:
 - (1) provide us with any required authorizations; and
 - (2) submit to us all information we need to comply with state or federal law.

SECTION I AND SECTION II – CONDITIONS

Item 5.b. is replaced by the following:

- 5. **Cancellation**
 - b. We may cancel this policy only for the reasons stated in this condition. We will notify you in writing of the date the cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. Proof of mailing shall be sufficient proof of notice.
 - (1) We may cancel at any time by letting you know at least 10 days before the date cancellation takes effect if we cancel because:
 - (a) you have not paid the premium. This condition applies whether the premium is payable to us or our agent or under any finance or credit plan;
 - (b) there has been a material misrepresentation of fact which, if known to us, would have caused us not to issue this policy; or
 - (c) evidence of arson exists.
 - (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason. We may cancel by notifying you at least 30 days before the date cancellation takes effect.
 - (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if the risk has changed substantially since the policy was issued. We may cancel this policy by notifying you at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary. We may cancel by notifying you at least 30 days before the date cancellation takes effect.

- (d) home;
- (e) cell phone;
- (f) electronic; or
- (g) travel

The following conditions are added:

11. Premium.

- a. Unless as otherwise provided by an alternative payment plan in effect with the **State Farm Companies** with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown in the most recently issued **Declarations**.
- b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles and other elements that affect the premium applicable at the time of renewal.
- c. The premium for this policy may vary based upon:
 - (1) the purchase of other products or services from the **State Farm Companies**;
 - (2) the purchase of products or services from an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
 - (3) an agreement, concerning the insurance provided by this policy, that the **State Farm Companies** has with an organization of which you are a member, employee, subscriber, licensee, or franchisee.
- d. Your purchase of this policy may allow:
 - (1) you to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules; or
 - (2) the premium or price to vary for other:
 - (a) insurance;
 - (b) financial;
 - (c) vehicle;

products or services purchased by you. Such other products or services must be provided by the **State Farm Companies** or by an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness or quality of any product or service offered or provided by that organization.

12. Right to Inspect. We have the right but are not obligated to perform the following:

- a. make inspections and surveys of the insured location at any time;
- b. provide you with reports on conditions we find; or
- c. recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged.

We do not:

- a. make safety inspections;
- b. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;
- c. warrant that conditions are safe or healthful; or
- d. warrant that conditions comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

13. Joint and Individual Interests. When there are two or more named insureds, each acts for all to cancel or change the policy.

14. Change of Policy Address. We may change the named insured's policy address as shown in the **Declarations** and in our records to the most recent address provided to us by:

- a. you; or
- b. the United States Postal Service.

OPTIONAL POLICY PROVISIONS

Option BP – Business Property is replaced by the following:

Option BP – Business Property. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item b., for property used or intended for use in a business, including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The \$1,500 limit is replaced with the amount shown in the **Declarations** for this option.

Option HC – Home Computer is replaced by the following:

Option HC – Home Computer. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item i., is increased to be the amount shown in the **Declarations** for this option.

Option OL – Building Ordinance or Law.

Item 3.c. is replaced by the following:

FE-3509

c. legally required changes to the undamaged portion of the dwelling caused by the enforcement of a building, zoning or land use ordinance or law, if:

- (1) the enforcement is directly caused by the same Loss Insured;
- (2) the requirement is in effect at the time the Loss Insured occurs; and
- (3) the legally required changes are made to the undamaged portions of specific dwelling features, systems or components that have been physically damaged by the Loss Insured.

We will not pay for legally required changes to specific dwelling features, systems or components that have not been physically damaged by the Loss Insured.

All other policy provisions apply.

FE-2340 AMENDATORY ENDORSEMENT

DECLARATIONS CONTINUED

The following is added:

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.

SECTION I – ADDITIONAL COVERAGES

The following is added:

13. **Tear Out.** If a Loss Insured to Coverage A property is caused by water or steam escaping from a system or appliance, we will also pay the reasonable cost you incur to tear out and replace only that particular part of the building or condominium unit owned by you necessary to gain access to the specific point of that system or appliance from which the water or steam escaped. We will not cover the cost of repairing or replacing the system or appliance itself. This coverage does not increase the limit applying to Coverage A property.

SECTION I – LOSSES NOT INSURED

Item 1.f. is replaced by the following:

- f. continuous or repeated seepage or leakage of water or steam from a:
 - (1) heating, air conditioning or automatic fire protective sprinkler system;
 - (2) household appliance; or
 - (3) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors;

which occurs over a period of time;

SECTION I AND SECTION II – CONDITIONS

Item 8. is replaced by the following:

FE-2340

8. Subrogation and Reimbursement.

a. Subrogation.

- (1) **Applicable to SECTION I – YOUR PROPERTY:**

If any insured to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That insured must do everything necessary to secure our rights and must do nothing after loss to impair them. But an insured may waive in writing before a loss all rights of recovery against any person.

- (2) **Applicable to SECTION II – YOUR LIABILITY:**

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. An insured must do nothing after loss to impair them. At our request, an insured will bring suit or transfer those rights to us and help us enforce them.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

b. Reimbursement.

If we make payment under this policy and any insured to or for whom we make payment recovers or has recovered from another person or organization, then the insured to or for whom we make payment must:

- (1) hold in trust for us the proceeds of any recovery; and
- (2) reimburse us to the extent of our payment.

All other policy provisions apply.



State Farm Fire and Casualty Company

1440 Granville Road
Newark, OH 43093-0001

POLICY NUMBER	70-N6-7546-3
HOMEOWNERS AVAILABLE COVERAGE NOTICE	
SEE RENEWAL CERTIFICATE	

AT1 V-16- 2597-FBF7 H W F
 006001 0001
 CRANFIELD, CHARLES & PAULA
 PO BOX 201517
 SHAKER HTS OH 44120-8108



ST-0103-0000

IT IS IMPORTANT THAT YOU OCCASIONALLY REVIEW THE COVERAGES AND LIMITS IN YOUR HOMEOWNERS POLICY TO BE CERTAIN YOUR NEEDS ARE BEING MET. THE FOLLOWING INFORMATION WILL ASSIST YOU IN THE REVIEW PROCESS.

THE COVERAGE LIMITS FOR COVERAGE A - DWELLING, COVERAGE B - PERSONAL PROPERTY, COVERAGE L - PERSONAL LIABILITY, AND COVERAGE M - MEDICAL PAYMENTS TO OTHERS ARE LISTED ON THE ACCOMPANYING RENEWAL NOTICE. PLEASE REVIEW THESE LIMITS TO DETERMINE IF THEY ARE ADEQUATE IN THE EVENT OF A LOSS.

THE FOLLOWING IS A PARTIAL LIST OF THE OPTIONAL COVERAGES YOU HAVE NOT ADDED TO YOUR POLICY. THEY MAY BE AVAILABLE TO YOU FOR AN ADDITIONAL PREMIUM.

Back-Up of Sewer or Drain (for damage caused by water from outside the plumbing system which backs up through sewers or drains)

Building Ordinance or Law (higher limits)

Business Property (for higher limits)

Business Pursuits Liability (for teachers, school administrators, sales persons, and clerical workers)

Child Care Liability (for those providing child care in their home)

Earthquake

Firearms (for broadened coverage and higher limits)

Home Computers (for higher limits)

Identity Restoration

Incidental Business Liability (for those with an incidental office, studio, or school in the home)

Jewelry and Furs (for broadened coverage and higher limits)

Loss Assessment (for neighborhoods with Homeowners Associations)

Optional Coverages continued on the reverse side

This notice contains only a general description of the coverages and is not a contract. All coverages are subject to the provisions in the policy itself. Should you have a need for any of these coverages or higher limits, contact your State Farm Agent to discuss details, cost and eligibility.

IMPORTANT INFORMATION ABOUT DAMAGE CAUSED BY FLOODING

This policy does not cover damage to your property caused by flooding. You may be eligible for such coverage through the National Flood Insurance Program ("NFIP"), if you live in a participating community. For more information, contact your State Farm® agent or visit floodsmart.gov.

THE FOLLOWING IS A **PARTIAL LIST** OF THE OPTIONAL COVERAGES YOU HAVE **NOT** ADDED TO YOUR POLICY. THEY MAY BE AVAILABLE TO YOU FOR AN ADDITIONAL PREMIUM.

Nurses Professional Liability (for those in the nursing profession)

Personal Injury (for your liability to others caused by certain acts of libel, slander, invasion of privacy, false arrest)

Silverware/Goldware (for broadened coverage and higher limits)

Increased Personal Property (for higher limits above the standard policy limit, which is a percentage of your Cov A-Dwelling amount)



Case: 1:16-cv-01279-CAB Doc #: 138-2 Filed: 09/01/16 Page 48 of 51 PageID #: 6252
 State Farm Fire and Casualty Company

1440 Granville Road
 Newark, OH 43093-0001

V-16- 2597-FBF7 H W F

006001 0001
 CRANFIELD, CHARLES & PAULA
 PO BOX 201517
 SHAKER HTS OH 44120-8108



ST-0203-0000

Location: 2519 RICHMOND RD
 BEACHWOOD OH
 44122-1766

Loss Settlement Provisions (See Policy)
 A1 Replacement Cost - Similar Construction
 B1 Limited Replacement Cost - Coverage B

Forms, Options, and Endorsements

Homeowners Policy	FP-7955
Increase Dwlg up to \$74,160	OPT ID
Ordinance/Law 10%/ \$37,080	OPT OL
Jewelry and Furs \$1,500/\$2,500	OPT JF
Punitive Damages Exclusion	FE-8781
Homeowners Policy Endorsement	FE-3509
Amendatory Endorsement	FE-2340

RENEWAL CERTIFICATE

POLICY NUMBER	70-N6-7546-3
Homeowners Policy AUG 15 2014 to AUG 15 2015	
TO BE PAID BY MORTGAGEE	

Coverages and Limits

Section I

A Dwelling		\$370,800
Dwelling Extension	Up To	37,080
B Personal Property		278,100
C Loss of Use		Actual Loss Sustained

Deductibles - Section I

All Losses 1/2%	1,854
-----------------	-------

Section II

L Personal Liability	\$300,000
Damage to Property of Others	500
M Medical Payments to Others (Each Person)	5,000

Annual Premium \$1,060.00

Premium Reductions

Home/Auto Discount	508.00
Claim Record Discount	363.00

Inflation Coverage Index: 229.9

Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

138-307618 10-11-2010 (01130896)

Thanks for letting us serve you. We appreciate our long term customers.
 16557 4011 1
 Agent MARILYN ANDERSON CHFC

Telephone (440) 248-4474

Moving? See your State Farm agent.
 See reverse for important information.
 Prepared JUN 30 2014

REP

N 014 6E.DR.NP

Mortgagee: SELECT PORTFOLIO SERVICING INC
Loan No: [REDACTED]
2nd Mtg: GREEN TREE SERVICING LLC

Your coverage amount....

It is up to you to choose the coverages and limits that meet your needs. We recommend that you purchase a coverage limit at least equal to the estimated replacement cost of your home. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an Xactware estimate using information you provide about your home. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your home. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your home. Higher limits are available at higher premiums. Lower limits are also available, which if selected may make certain coverages unavailable to you. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your home.



553-3145

IMPORTANT NOTICE . . . Information Regarding Your Premium



Claims and information from other State Farm® policies in your household may have been used to determine the premium shown. A policy may be considered "in your household" if, according to our records, the policy has a name and address in common with this policy.

Consumer reports may also be used to determine the price you are charged. We may obtain and use a credit-based insurance score developed from information contained in these reports. We may use a third party in connection with the development of your insurance score.

If a credit-based insurance score is used, you have the right to request, no more than once in a 12 month period that your policy be re-rated. Re-rating could result in a lower rate, no change in rate or a higher rate.

553-3145 (C) (10/09)

553-2798

IMPORTANT NOTICE . . . Discounts and Rating

The longer you are insured with State Farm® and the fewer claims you have, the lower your premium. For policyholders insured by State Farm for three or more years, the Claim Free Discount Plan provides a premium discount if you have not had any claims considered for the Plan in the most recent three-year period since becoming insured with State Farm. Premium adjustments under the Claim Record Rating Plan are based on the number of years you have been insured with State Farm and on the number of claims that we consider for the Plan. Depending on the Plan(s) that applies in your state/province, claims considered for the Plans generally include claims resulting in a paid loss and may include weather-related claims. Additionally, depending on your state/province's plan and your tenure with State Farm, any claims with your prior insurer resulting in property damage or injury may also influence your premium. For further information about whether a Claim Free Discount is in effect in your state/province, the Claim Record Rating Plan that applies in your state/province, and the claims we consider for the Plans, please contact your State Farm agent.

553-2798 (C) (10/07)

NOTICE TO POLICYHOLDER

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes that you requested before the "Date Prepared" on your Renewal Certificate are effective on the renewal date of this policy unless indicated otherwise by a separate endorsement, binder or Amended Declarations Page. Any coverage forms or endorsements included with your Renewal Certificate are effective on the renewal date of this policy.

Policy changes that you requested after the "Date Prepared" on your Renewal Certificate will be sent to you as an Amended Declarations Page or as an endorsement to your policy. You will be billed for any resulting premium increase later.

If you have acquired any valuable property items, made any improvements to your home, or have questions about your insurance coverage, please contact your State Farm[®] agent.

553-2948 (C)

(10/08)

EXHIBIT 3



Structural Damage Claim Policy

When you have a covered structural damage claim to your real property, you should know:

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- If you select a contractor whose estimate is the same as or lower than our estimate, based on the same scope of damages, we will pay based upon their estimate. If your contractor's estimate is higher than ours, you should contact your claim representative prior to beginning repairs.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.



Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only.
Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured: Smith, Joe & Jane	Estimate: 00-0000-000
Property: 1 Main Street	Claim number: 00-0000-000
Anywhere, IL 00000-0000	Policy Number: 00-00-0000-0
Type of Loss: Other	Price List: ILBL8F_MAR 13
Deductible: \$1,000.00	Restoration/Service/ Remodel
	F = Factored In, D = Do Not Apply

Summary for Dwelling

Line Item Total [1]		5,953.10
Material Sales Tax	@ 10.000% x 1,520.00	
Subtotal		6,105.10
General Contractor Overhead [2]	@ 10.0% x 6,105.10	610.51
General Contractor Profit	@ 10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit [3])		7,326.12
Less Depreciation (Including Taxes) [4]		(832.50)
Less General Contractor Overhead & Profit on Recoverable & Non - recoverable Depreciation		(166.50)
Less Deductible [5]		
Net Actual Cash Value Payment [6]		

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50	
Less Non - recoverable Depreciation (Including Taxes) [7]		
Subtotal		312.50
General Contractor O&P on Depreciation	166.50	
Less General Contractor O&P on Non - recoverable Depreciation		
Subtotal		
Total Maximum Additional Amounts Available If Incurred [8]		
Total Amount of Claim If Incurred [9]		

Claim Representative

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

1. **Line Item Total** – Total value of all line items in the estimate plus possible adjustments for *labor minimums*. *Labor Minimum* is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.
2. **General Contractor's Overhead and Profit** – General contractor's charge for coordinating your repairs.
3. **Replacement Cost Value (RCV)** – Estimated cost to repair or replace damaged property.
4. **Depreciation** – The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.
5. **Deductible** – The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.
6. **Net Actual Cash Value Payment (ACV)** – The repair or replacement cost of the damaged part of the property less *depreciation* and *deductible*.
7. **Non Recoverable Depreciation** – *Depreciation* applied to items that are not eligible for replacement cost benefits.
8. **Total Maximum Additional Amount if Incurred** – Total amount of recoverable depreciation after actual repair or replacement of the property.
9. **Total Amount of Claim if Incurred** – Total amount of the claim, including *net actual cash value payment* and *total maximum additional amount available if incurred*.

CRANFIELD, CHARLES

35-618J-796

Insured:	CRANFIELD, CHARLES	Estimate:	35-618J-796
Property:	2519 Richmond Rd	Claim Number:	35618J796
	Beachwood, OH 44122-1766	Policy Number:	70-N6-7546-3
Cellular:	216-387-2407	Price List:	OHCL28_OCT14
Type of Loss:	Water Damage		Restoration/Service/Remodel
Deductible:	\$1,854.00		
Date of Loss:	10/14/2014		
Date Inspected:	3/23/2015		

Summary for Coverage A - Dwelling - 37 Water Damage and Freezing

Line Item Total	3,982.23
Material Sales Tax	62.63
	<hr/>
Replacement Cost Value	4,044.86
Less Depreciation (Including Taxes)	(1,348.57)
Less Deductible	(1,854.00)
Less Prior Claim Payment	(360.72)
	<hr/>
Net Actual Cash Value Payment	<u>\$481.57</u>

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	1,348.57
Replacement Cost Benefits	1,348.57
	<hr/>
Total Remaining Maximum Additional Amount Available If Incurred	1,348.57
Total Amount of Claim If Incurred	<u>\$2,190.86</u>

Sandvick, Alice
440-213-8230

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

Explanation of Building Replacement Cost Benefits
Homeowner Policy
Coverage A - Dwelling - 37 Water Damage and Freezing

To: Name: CRANFIELD, CHARLES
Address: 2519 Richmond Rd
City: Beachwood
State/Zip: OH, 44122-1766

Insured: CRANFIELD, CHARLES
Date of Loss: 10/14/2014

Claim Number: 35618J796
Cause of Loss: WATER

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property within two years of the date of loss; and
2. Notify us within 30 days after the work has been completed.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is \$4,044.86 . The enclosed claim payment to you of \$481.57 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is \$ 1,348.57 .

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

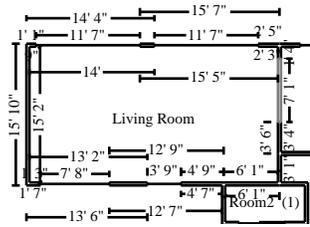
All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

CRANFIELD, CHARLES

35-618J-796

Main Level

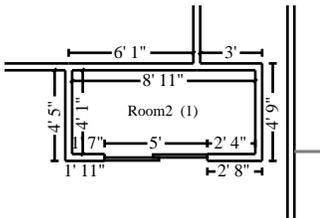


Living Room

Height: 8' 1"

471.65 SF Walls	420.88 SF Ceiling
892.52 SF Walls & Ceiling	420.88 SF Floor
85.83 LF Ceil. Perimeter	78.75 LF Floor Perimeter

Window	3' 9" X 4' 3"	Opens into Exterior
Window	7' 8" X 4' 3"	Opens into Exterior
Missing Wall - Goes to Floor	7' 1" X 4' 5"	Opens into KITCHEN
Window	11' 7" X 6' 10"	Opens into Exterior
Window	11' 7" X 6' 10"	Opens into Exterior



Subroom: Room2 (1)

Height: 8'

174.67 SF Walls	36.41 SF Ceiling
211.08 SF Walls & Ceiling	36.41 SF Floor
26.00 LF Ceil. Perimeter	21.00 LF Floor Perimeter

Door	5' X 6' 8"	Opens into Exterior
-------------	-------------------	----------------------------

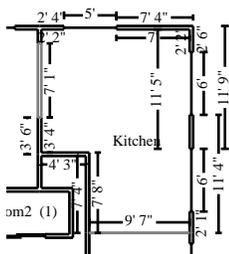
	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
1. R&R 1/2" drywall - hung, taped, ready for texture	121.33 SF	1.65	4.08	204.28	12/150 yrs Avg.	(16.34) 8.00%	187.94
3. R&R 1/4" drywall - 2 layer curved - floated, ready for paint	8.00 SF	2.82	0.57	23.13	12/150 yrs Avg.	(1.86) 8.00%	21.27
4. Scrape part of the ceiling & prep for paint	335.95 SF	0.34	0.27	114.49			114.49
6. Texture drywall - light hand texture	569.12 SF	0.46	2.73	264.53	12/150 yrs Avg.	(21.16) 8.00%	243.37
7. Paint more than the ceiling - one coat	569.12 SF	0.38	4.55	220.82	12/15 yrs Avg.	(176.66) 80.00%	44.16
8. Content Manipulation charge - per hour	4.00 HR	31.99	0.00	127.96			127.96
***** REVISED BY ALICE SANDVICK (LWP6) 01/06/2016 *****							
43. Floor protection - plastic and tape - 10 mil	457.28 SF	0.21	3.66	99.69			99.69
44. Mask and prep for paint - tape only (per LF)	111.83 LF	0.35	0.36	39.50			39.50

CRANFIELD, CHARLES

35-618J-796

CONTINUED - Living Room

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
Totals: Living Room		16.22	1,094.40		216.02	878.38



Kitchen

Height: 8' 1"

434.88 SF Walls	240.42 SF Ceiling
675.30 SF Walls & Ceiling	240.42 SF Floor
57.67 LF Ceil. Perimeter	50.59 LF Floor Perimeter

Missing Wall - Goes to Floor

7' 1" X 4' 5"

Opens into LIVING_ROOM

Window

5' X 4'

Opens into Exterior

Window

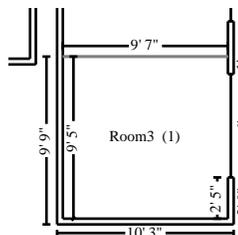
6' X 4'

Opens into Exterior

Window

6' X 4'

Opens into Exterior



Subroom: Room3 (1)

Height: 8' 1"

229.70 SF Walls	90.24 SF Ceiling
319.94 SF Walls & Ceiling	90.24 SF Floor
28.42 LF Ceil. Perimeter	28.42 LF Floor Perimeter

Window

6' X 4'

Opens into Exterior

Missing Wall

9' 7" X 8' 1"

Opens into KITCHEN

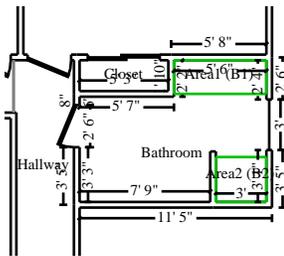
QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
10. R&R 1/2" drywall - hung, taped, ready for texture						
64.00 SF	1.65	2.15	107.75	12/150 yrs Avg.	(8.62) 8.00%	99.13
11. Scrape part of the ceiling & prep for paint						
266.67 SF	0.34	0.21	90.88			90.88
12. Texture drywall - machine						
330.67 SF	0.33	1.06	110.18	12/150 yrs Avg.	(8.81) 8.00%	101.37
13. Scrape the surface area & prep for paint						
32.00 SF	0.34	0.03	10.91			10.91

CRANFIELD, CHARLES

35-618J-796

CONTINUED - Hallway

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV	
28. Texture drywall - light hand texture	87.39 SF	0.46	0.42	40.62	12/150 yrs Avg.	(3.25) 8.00%	37.37
29. Paint the ceiling - one coat	87.39 SF	0.38	0.70	33.91	12/15 yrs Avg.	(27.13) 80.00%	6.78
***** REVISED BY ALICE SANDVICK (LWP6) 01/06/2016 *****							
49. Floor protection - plastic and tape - 10 mil	87.39 SF	0.21	0.70	19.05			19.05
50. Mask and prep for paint - tape only (per LF)	60.50 LF	0.35	0.19	21.37			21.37
Totals: Hallway			2.08	144.73		30.38	114.35



Bathroom

Height: 8'

281.55 SF Walls	80.10 SF Ceiling
361.65 SF Walls & Ceiling	61.19 SF Floor
45.00 LF Ceil. Perimeter	27.18 LF Floor Perimeter

Door 2' 6" X 6' 8"
Window 3' X 4'

Opens into HALLWAY
Opens into Exterior

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV	
30. R&R 1/2" drywall - hung, taped, ready for texture	9.00 SF	1.65	0.30	15.15	12/150 yrs Avg.	(1.21) 8.00%	13.94
31. Scrape more than the ceiling & prep for paint	87.10 SF	0.34	0.07	29.68			29.68
32. Seal/prime then paint the surface area (2 coats)	16.00 SF	0.55	0.19	8.99	12/15 yrs Avg.	(7.19) 80.00%	1.80
33. Texture drywall - light hand texture	80.10 SF	0.46	0.38	37.23	12/150 yrs Avg.	(2.98) 8.00%	34.25

CRANFIELD, CHARLES

35-618J-796

CONTINUED - Bathroom

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
34. Paint the walls and ceiling - one coat						
361.65 SF	0.38	2.89	140.32	12/15 yrs Avg.	(112.25) 80.00%	28.07
***** REVISED BY ALICE SANDVICK (LWP6) 01/06/2016 *****						
51. Floor protection - plastic and tape - 10 mil						
61.19 SF	0.21	0.49	13.34			13.34
Totals: Bathroom		4.32	244.71		123.63	121.08



Office

Height: 8'

386.33 SF Walls	162.66 SF Ceiling
548.99 SF Walls & Ceiling	162.66 SF Floor
51.83 LF Ceil. Perimeter	47.58 LF Floor Perimeter

Door	2' 7" X 6' 8"	Opens into HALLWAY
Door	4' 3" X 6' 8"	Opens into ROOM6
Window	8' X 2'	Opens into Exterior

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
35. Scrape the surface area & prep for paint						
4.00 SF	0.34	0.00	1.36			1.36
36. Seal/prime then paint the surface area (2 coats)						
4.00 SF	0.55	0.05	2.25	12/15 yrs Avg.	(1.80) 80.00%	0.45
37. Paint the walls - one coat						
386.33 SF	0.38	3.09	149.90	12/15 yrs Avg.	(119.92) 80.00%	29.98
42. Content Manipulation charge - per hour						
2.00 HR	31.99	0.00	63.98			63.98
***** REVISED BY ALICE SANDVICK (LWP6) 01/06/2016 *****						
53. Floor protection - plastic and tape - 10 mil						
162.66 SF	0.21	1.30	35.46			35.46
54. Mask and prep for paint - tape only (per LF)						
51.83 LF	0.35	0.17	18.31			18.31
Totals: Office		4.61	271.26		121.72	149.54

CRANFIELD, CHARLES

35-618J-796

Area Totals: Main Level

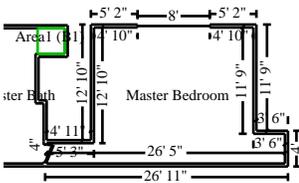
3,570.73 SF Walls	1,456.84 SF Ceiling	5,027.57 SF Walls and Ceiling
1,437.93 SF Floor	1,593.42 Total Area	448.69 LF Floor Perimeter
1,437.93 Floor Area	299.66 Exterior Perimeter of Walls	512.84 LF Ceil. Perimeter
2,484.75 Exterior Wall Area		3,605.39 Interior Wall Area

Total: Main Level 46.27 2,919.88 951.06 1,968.82

Level 2

Master Bedroom

Height: 7' 3"



569.75 SF Walls	289.95 SF Ceiling
859.70 SF Walls & Ceiling	289.95 SF Floor
83.00 LF Ceil. Perimeter	83.00 LF Floor Perimeter

Door 1' 11" X 6' 8" **Opens into MASTER_BATH**
Window 8' X 4' **Opens into Exterior**

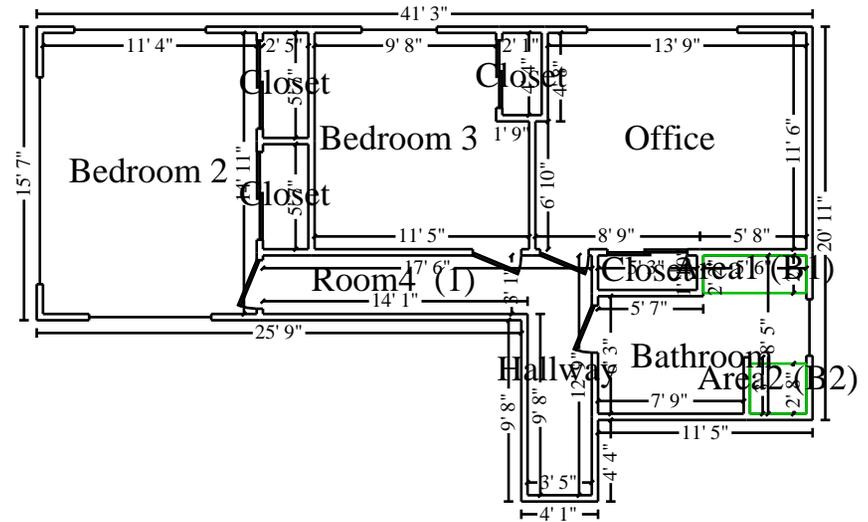
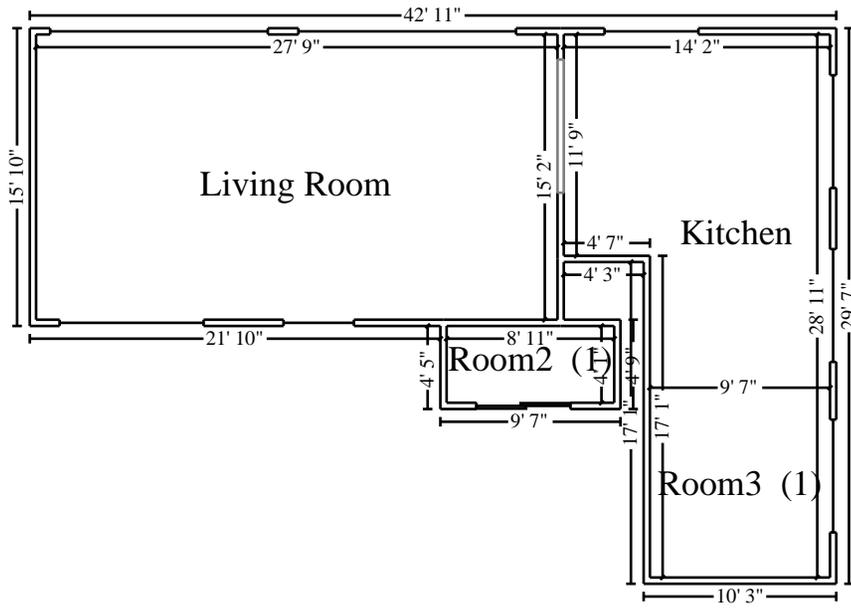
	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
18. R&R 1/2" drywall - hung, taped, ready for texture	32.00 SF	1.65	1.08	53.88	12/150 yrs Avg.	(4.31) 8.00%	49.57
19. Scrape part of the ceiling & prep for paint	257.95 SF	0.34	0.21	87.91			87.91
20. Texture drywall - light hand texture	289.95 SF	0.46	1.39	134.77	12/150 yrs Avg.	(10.78) 8.00%	123.99
21. Paint the walls and ceiling - one coat	859.70 SF	0.38	6.88	333.57	12/15 yrs Avg.	(266.85) 80.00%	66.72
22. Content Manipulation charge - per hour	6.00 HR	31.99	0.00	191.94			191.94
***** REVISED BY ALICE SANDVICK (LWP6) 01/06/2016 *****							
55. Floor protection - plastic and tape - 10 mil	289.95 SF	0.21	2.32	63.21			63.21
56. Mask and prep for paint - tape only (per LF)	83.00 LF	0.35	0.27	29.32			29.32
Totals: Master Bedroom			12.15	894.60		281.94	612.66

CRANFIELD, CHARLES

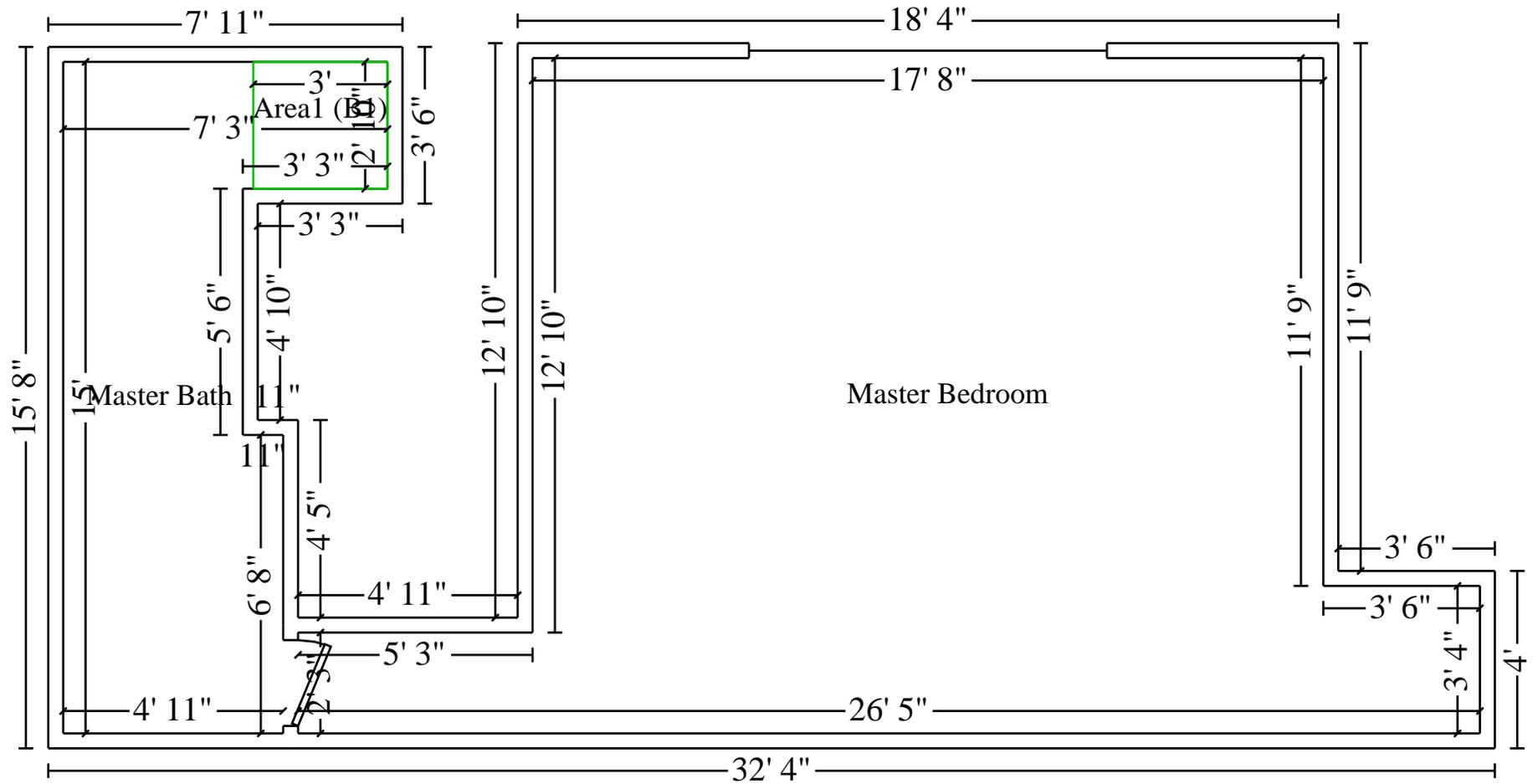
35-618J-796

Recap of Taxes, Overhead and Profit

	GC Overhead (0%)	GC Profit (0%)	Material Tax (0%)	Material Sales Tax (8%)	Cln Matl Tax (8%)	Cln&Carpet Svc Tax (8%)
Line Items	0.00	0.00	0.00	62.63	0.00	0.00
Total	0.00	0.00	0.00	62.63	0.00	0.00



Main Level



Level 2

EXHIBIT 4



FE-8743 INLAND MARINE COMPUTER PROPERTY FORM

INSURING AGREEMENT

We will pay for accidental direct physical loss to:

1. "Computer equipment", used in your business operations, that you own, lease from others, rent from others, or that is loaned to you. However, we do not insure "computer equipment" used to operate or control vehicles.
2. Removable data storage media used in your business operations to store "electronic data".

We do not insure property you lease to others or rent to others.

We do not insure "computer programs" or "electronic data" except as provided in the Computer Programs And Electronic Data Extension Of Coverage.

LIMIT OF INSURANCE

We will pay for all covered loss up to the limits shown on the Schedule Page.

DEDUCTIBLE

The deductible amount shown on the Schedule Page will only apply to the property covered under this form. This amount will be deducted from the amount of any loss under this coverage.

EXCLUSIONS

1. We do not insure under any coverage for any loss to any property while in transit as checked baggage on a commercial airline.
2. We do not insure for loss either consisting of, or caused by, one or more of the following:
 - a. Errors and omissions in programming. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
 - b. Faulty, inadequate, unsound or defective design, specifications, workmanship, or repair. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
 - c. Wear, tear, marring, scratching, rust, corrosion or deterioration. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
 - d. Property that is missing, where the only evidence of the loss is a shortage disclosed on taking inventory, or other instances

where there is no physical evidence to show what happened to the property;

- e. Any dishonest or criminal act occurring at any time by you, any of your partners, employees, directors, or trustees;
 - f. Hidden or latent defect or any quality in property that causes it to damage or destroy itself. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
 - g. Obsolescence;
3. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

a. Fungi

- (1) Growth, proliferation, spread or presence of "fungi", including:
- (2) Any loss of use or delay in repairing or replacing covered property, including any associated cost or expense, due to interference at the location of the covered property or at the location of the repair or replacement of that property by "fungi";
- (3) Any remediation of "fungi", including the cost or expense to:
 - (a) Remove the "fungi" from covered property or to repair, restore or replace that property;
 - (b) Take apart and repair any property as needed to gain access to the "fungi"; or
 - (c) Contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the "fungi";

- (d) Remove any property to protect it from the presence of or exposure to "fungi";
- (4) The cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of "fungi", whether performed prior to, during, or after removal, repair, restoration or replacement of covered property.
- b. Governmental Action**
Seizure or destruction of property by order of governmental authority.
But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.
- c. Nuclear Hazard**
Nuclear reaction or radiation, or radioactive contamination. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion or smoke.
But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss caused by that fire.
- d. War And Military Action**
- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

EXTENSIONS OF COVERAGE

1. Computer Programs And Electronic Data

- a. We will pay for accidental direct loss to:
- (1) The following types of "computer programs" and "electronic data" that you own, license from others, lease from others, or rent from others:
 - (a) "Computer programs" used in your business operations;
 - (b) The "electronic data" that exists in "computer" memory or on "computer" storage media, used in your business operations;
 - (2) That portion of your customers' "electronic data" that is supplied to you for

processing or other use in your business operations. Coverage for customers' "electronic data" is limited to the specific data file(s) containing the information you are processing or using in your business operations.

We do not cover any property you lease to others, rent to others or license to others. We do not cover "computer equipment" or removable data storage media under this Extension Of Coverage. This coverage extension is included in the Limit Of Insurance shown on the Schedule Page.

Loss does not include any consequential loss except as may be provided in the optional Loss Of Income And Extra Expense coverage.

- b. All items under the EXCLUSIONS section of this form apply to this Extension Of Coverage except:
- (1) Item a. in Paragraph 2. does not apply to:
 - (a) "Computer programs" other than the program in which the error or omission in programming occurs; and
 - (b) "Electronic data";
 covered under this extension;
 - (2) Item b. in Paragraph 2. does not apply to "electronic data" covered under this extension; and
 - (3) Items c. and d. in Paragraph 2. do not apply to "computer programs" and "electronic data" covered under this extension.

c. We do not provide coverage for loss to, or loss of value resulting from infringement of, your intellectual property rights.

2. Fire Protection Devices

We will cover your expense, for up to \$25,000, to recharge or refill any fire protection devices which have been discharged to protect the covered property.

The amount we pay under this Extension Of Coverage is an additional amount of insurance and is not subject to a deductible.

3. Debris Removal

We will cover your expense to remove the debris of covered property, caused by Covered Cause Of Loss.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

SPECIAL CONDITIONS

1. Valuation

We agree all losses to:

- a. "Computer equipment" will be determined based on the cost to repair or replace with that of similar performance, capacity or function;
- b. Removable data storage media will be determined based on the cost to repair or replace that media with blank media of similar performance, capacity or function;
- c. "Computer programs":
 - (1) That are commercial off-the-shelf will be determined based on the cost to repair or replace with that of similar performance, capacity or function;
 - (2) That are not commercial off-the-shelf will be determined based on the cost of reproducing the programs if they are reproduced. If not reproduced, loss will be determined based on the cost of blank, readily available, removable data storage media, such as blank discs, with suitable capacity to store the programs;
- d. "Electronic data" will be determined based on the cost of reproducing the data, if it is reproduced. If not reproduced, loss will be determined based on the cost of blank, readily available, removable data storage media, such as blank discs, with suitable capacity to store the data;

2. One Loss

If an initial loss causes other losses, all will be considered one loss. All losses that are the result of the same event will be considered one loss.

OPTIONAL COVERAGE – LOSS OF INCOME AND EXTRA EXPENSE

- 1. If a limit is shown on the Inland Marine Schedule Page for Loss Of Income And Extra Expense, coverage under this form is provided, subject to that limit, for the following:
 - a. The actual "Loss Of Income" you sustain due to the necessary "suspension" of your operations during the "period of restoration". The "suspension" must be caused by damage or destruction to property covered under this form, by a Covered Cause Of Loss;

- b. Any necessary "extra expense" you incur during the "period of restoration" that you would not have incurred if there had been no damage or destruction to property covered under this form, by a Covered Cause Of Loss.

We will only pay for "Loss Of Income" or "extra expense" that you sustain during the "period of restoration" that occurs within 12 consecutive months after the date of loss. We will only pay for "ordinary payroll expenses" for 90 days following the date of loss.

2. We will not pay for:

- a. Any "extra expense" or increase of "Loss Of Income" caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of your operations, we will cover such loss that affects your "Loss Of Income" during the "period of restoration";
- b. Any "extra expense" caused by suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration";
- c. Any other consequential loss;
- d. Loss caused by seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

DEFINITIONS

- 1. "Computer" means:
 - a. Programmable electronic equipment that is used to store, retrieve and process data; and
 - b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" does not include those used to operate production type machinery or equipment.
- 2. "Computer equipment" means "computers", "computer" cables and wiring not attached to or forming a part of a building, and equipment manuals. "Computer equipment" does not mean other types of devices with internal computing capability, such as intelligent devices that contain an embedded chip or some other form of logic circuitry, or the computing components in those devices.

3. "Computer programs" means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.
4. "Electronic data" means information, facts or "computer programs" stored as or on, created or used on, or transmitted to or from "computer" software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of "computer" software which are used with electronically controlled equipment.
5. "Extra expense" means expense incurred:
- To avoid or minimize the "suspension" of business and to continue operations.
 - To minimize the "suspension" of business if you cannot continue operations.
 - To repair or replace any property to the extent it reduces the amount of loss that would otherwise have been payable under this coverage or "Loss Of Income" coverage.
6. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungus;
7. "Loss Of Income" means:
- Net income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct loss had occurred, including:
 - "Rental value";
 - "Maintenance fees", if you are a condominium association or other similar community association;
 - Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations;
 - Tuition and fees from students, including fees from room, board, laboratories and other similar sources; and
 - Continuing normal operating expenses incurred, including "ordinary payroll expenses".
- Net income does not include any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause Of Loss on customers or on other businesses.
8. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.
9. "Ordinary payroll expenses":
- Mean payroll expenses for all your employees except:
 - Officers;
 - Executives;
 - Department Managers; and
 - Employees under contract;
 - Include:
 - Payroll;
 - Employee benefits, if directly related to payroll;
 - FICA payments you pay;
 - Union dues you pay; and
 - Workers' compensation premiums.
10. "Period of restoration" means the period of time that:
- Begins immediately after the time of loss to property covered by this form; and
 - Ends on the date when the property covered by this form should be repaired, rebuilt, restored or replaced with reasonable speed and similar quality.
- The expiration date of this policy will not cut short the "period of restoration".
11. "Rental value" means:
- The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;
 - The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and
 - The fair rental value of any portion of the described premises which is occupied by you.
12. "Suspension" means the partial slowdown or complete cessation of your business activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



CMP-4705 LOSS OF INCOME AND EXTRA EXPENSE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The coverage provided by this endorsement is subject to the provisions of **SECTION 1 — PROPERTY**, except as provided below.

COVERAGES

1. Loss Of Income

- a. We will pay for the actual "Loss Of Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
 - (a) Services; or
 - (b) Is used to gain access to; the described premises.

- b. We will only pay for "Loss Of Income" that you sustain during the "period of restoration" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations. We will only pay for "ordinary payroll expenses" for 90 days following the date of accidental direct physical loss.

2. Extra Expense

- a. We will pay necessary "Extra Expense" you incur during the "period of restoration" that you would not have incurred if there had been no accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
 - (a) Services; or
 - (b) Is used to gain access to; the described premises.

- b. We will only pay for "Extra Expense" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations.

3. Extended Loss Of Income

- a. If the necessary "suspension" of your "operations" produces a "Loss Of Income" payable under this policy, we will pay for the actual "Loss Of Income" you incur during the period that:

- (1) Begins on the date property, except finished stock, is actually repaired, rebuilt or replaced and "operations" are resumed; and

(2) Ends on the earlier of:

- (a) The date you could restore your "operations", with reasonable speed, to the level which would generate the Net Income amount that would have existed if no accidental direct physical loss had occurred; or
- (b) 60 consecutive days after the date determined in Paragraph a.(1) above.

However, Extended Loss Of Income does not apply to "Loss Of Income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause Of Loss in the area where the described premises are located.

- b. "Loss Of Income" must be caused by accidental direct physical loss at the described premises caused by any Covered Cause Of Loss.

4. Civil Authority

- a. When a Covered Cause Of Loss causes damage to property other than property at the described premises, we will pay for the actual "Loss Of Income" you sustain and necessary "Extra Expense" caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:
 - (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
 - (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause Of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.
- b. Civil Authority coverage for "Loss Of Income" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

- c. Civil Authority coverage for necessary "Extra Expense" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:
 - (1) Four consecutive weeks after the date of that action; or
 - (2) When your Civil Authority coverage for "Loss Of Income" ends;

whichever is later.

EXTENSIONS OF COVERAGE**1. Newly Acquired Property**

- a. You may extend the insurance provided by this endorsement to apply to newly acquired or constructed property covered as described in Paragraph 12. of SECTION I — EXTENSIONS OF COVERAGE of your policy.
- b. The most we will pay in any one occurrence under this coverage for "Loss Of Income" and necessary "Extra Expense" is the actual loss you sustain.

2. Interruption Of Web Site Operations

- a. You may extend the insurance provided by this endorsement to apply to the necessary interruption of your business. The interruption must be caused by an accidental direct physical loss to your Web Site Operations at the premises of a vendor acting as your service provider.

Such interruption must be caused by a Covered Cause Of Loss other than a loss covered under Equipment Breakdown Extension Of Coverage of your Business-owners Coverage Form.

(1) Coverage Time Period

We will only pay for loss you sustain during the seven-day period immediately following the first 12 hours after the Covered Cause Of Loss.

(2) Conditions

- (a) This coverage applies only if you have a back-up copy of your Web Site stored at a location other than the site of the Web Site vendor and to the extent "Loss Of Income" is permanently lost.

(b) Notwithstanding any provision to the contrary, the coverage provided under this Interruption Of Web Site Operations Extension Of Coverage is primary to any LOSS OF INCOME AND EXTRA EXPENSE coverage provided by the Inland Marine Computer Property Form.

b. The most we will pay in any one occurrence under this coverage is \$10,000.

3. Off Premises – Loss Of Income

a. You may extend the insurance provided by this endorsement to apply to the necessary "suspension" of your business. The "suspension" must be caused by an accidental direct physical loss to your Covered Property while it is in the course of transit or at another premises.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

We will only pay for loss you sustain during the period beginning immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss and ending when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

b. The most we will pay in any one occurrence under this coverage is \$20,000.

EXCLUSIONS

We will not pay for:

1. Any "Extra Expense", or increase of "Loss Of Income", caused by:

a. Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers, picketers, or any others charged with rebuilding, repairing, or replacing property; or

b. Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of your "operations", we will cover such loss that affects your "Loss Of Income" during the "period of restoration".

2. Any other consequential loss.

CONDITION

Resumption Of Operations

We will reduce the amount of your:

1. "Loss Of Income", other than "Extra Expense", to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
2. "Extra Expense" loss to the extent you can return "operations" to normal and discontinue such "Extra Expense".

DEDUCTIBLE

No deductible applies to the coverage provisions provided in this "Loss Of Income" endorsement.

However, for any loss covered under Paragraph 22.b.(4) of the Equipment Breakdown Extension Of Coverage of your policy, the Special Deductible for Equipment Breakdown will apply to this "Loss Of Income".

DEFINITIONS

1. "Extra Expense" means expense incurred:
 - a. To avoid or minimize the "suspension" of business and to continue "operations":
 - (1) At the described premises; or
 - (2) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
 - b. To minimize the "suspension" of business if you cannot continue "operations".
 - c. To:
 - (1) Repair or replace any property; or
 - (2) Research, replace or restore the lost information on damaged "valuable papers and records"

to the extent it reduces the amount of loss that otherwise would have been payable under this coverage or "Loss Of Income" coverage.

2. "Loss Of Income" means:
 - a. Net Income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct physical loss had occurred, including:
 - (1) "Rental value";

- (2) "Maintenance fees", if you are a condominium association or other similar community association;
- (3) Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations; and
- (4) Tuition and fees from students, including fees from room, board, laboratories and other similar sources.

Net Income does not include any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause Of Loss on customers or on other businesses; and

- b. Continuing normal operating expenses incurred, including "ordinary payroll expenses".
3. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.
 4. "Operations" means your business activities occurring at the described premises.
 5. "Ordinary payroll expenses":
 - a. Mean payroll expenses for all your employees except:
 - (1) Officers;
 - (2) Executives;
 - (3) Department Managers; and
 - (4) Employees under contract.
 - b. Include:
 - (1) Payroll;
 - (2) Employee benefits, if directly related to payroll;
 - (3) FICA payments you pay;
 - (4) Union dues you pay; and
 - (5) Workers' compensation premiums.
 6. "Period of restoration":
 - a. Means the period of time that;

- (1) Begins immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss at the described premises; and

- (2) Ends on the earlier of:

- (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (b) The date when business is resumed at a new permanent location.

- b. Does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- 7. "Rental value" means:

- a. The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;
- b. The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and
- c. The fair rental value of any portion of the described premises which is occupied by you.

- 8. "Suspension" means:

- a. The partial slowdown or complete cessation of your business activities; or
- b. That a part or all of the described premises is rendered untenable, if coverage for "Loss Of Income" applies.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



CMP-4814 DIRECTORS AND OFFICERS LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. The following coverage is added to **SECTION II — LIABILITY**:

DIRECTORS AND OFFICERS LIABILITY

- a. When a Limit Of Insurance is shown in the Declarations for Directors And Officers Liability, we will pay those sums that the insured becomes legally obligated to pay as damages because of a "wrongful act" to which this endorsement applies.

We will have the right and duty to defend the insured, by counsel of our choice, against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this endorsement does not apply. We may at our discretion, investigate any incident and settle any claim or "suit" with or without the insured's consent, for any reason and at any time. But:

- (1) The most we will pay for damages is limited as described in **SECTION II — DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up that amount in the payment of judgments or settlements for a "wrongful act".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II — Supplementary Payments**.

- b. This insurance applies to a "wrongful act" only if the "wrongful act" takes place:
- (1) During the policy period and a claim is made in writing or "suit" filed and brought no later than one year from the end of the policy period; or
 - (2) Prior to the policy period where:
 - (a) There is no other insurance which:
 - i. Is valid and collectible; or

- ii. Would be valid and collectible but for the exhaustion of the limits of insurance;

- (b) No insured listed under **SECTION II — WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of a "wrongful act", had prior knowledge or could reasonably have foreseen any circumstances which might result in a claim or "suit"; and

- (c) A claim is made in writing or "suit" filed and brought during the policy period.

- c. All damage involving a single "wrongful act" or a series of related "wrongful acts", caused by one or more persons, is considered one "wrongful act".

2. With respect to coverage provided under Directors And Officers Liability, all exclusions under **Section II — Exclusions** are replaced with the following:

Section II — Exclusions

This coverage provided under Directors And Officers Liability does not apply to:

a. **Criminal Acts**

Dishonest, fraudulent, criminal or malicious act, including fines and penalties resulting from these acts.

b. **Actual Knowledge Or Intent**

"Wrongful act" by an insured with actual knowledge of its wrongful nature or with intent to cause injury or damage.

c. **Bodily Injury, Property Damage Or Personal Or Advertising Injury**

"Bodily injury", "property damage" or "personal or advertising injury" liability.

d. **Profit Or Advantage From Securities**

Any profit, remuneration or advantage, resulting from the purchase or sale of any securities, including an accounting of these.

e. Salaries Or Compensations

Salaries, compensations, bonuses or other remuneration, of employees, directors, officers, "managers" or trustees.

f. Insurance Policy and Claims

Any failure or omission to effect, maintain, or procure any insurance policy or bond, including any failure or omission to report a loss or obtain proper amounts, forms, conditions or provisions on any insurance policy or bond.

g. Personal Profit Or Advantage

Damages arising out of any transaction of the insured from which the insured will gain any personal profit or advantage, which is not shared equitably by the members of the organization.

h. Civil Right Violations

Violations of any federal or state civil rights law or local ordinance, including but not limited to discrimination on account of race, religion, disability, sex or age.

i. Non-Monetary Relief

Any costs incurred to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief.

j. Fines Or Penalties

Any civil or criminal fines or penalties imposed by law or taxes.

k. ERISA

Any obligation of the insured under the Employees' Retirement Income Security Act (ERISA) and any amendments thereto or any similar federal, state or local statute.

l. Pollution, "Fungi" Or Bacteria

"Pollutants", "fungi", bacteria, wet or dry rot or nuclear reaction or the cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants", "fungi", bacteria, wet or dry rot or nuclear reaction.

m. Construction Operations

Damage caused by or resulting from operations (including construction, design, survey and engineering services) performed by or on behalf of the declarant, builder, sponsor, developer, promoter, engineer or architect at any premises insured under this policy.

n. Rights Against Builder

Any failure or inability of any insured to enforce your rights against the declarant, builder, sponsor, developer, promoter, engineer or architect at any premises insured under this policy.

o. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

p. Employment-Related Practices**(1) Damages to:****(a) A person arising out of any:**

- i. Refusal to employ that person;
- ii. Termination of that person's employment; or
- iii. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, malicious prosecution, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of Paragraph (a) above.**(2) This exclusion applies****(a) Whether the insured may be liable as an employer or in any other capacity;****(b) To any obligation to share damages with or repay someone else who must pay damages because of the injury; or****(c) Whether the injury causing event described in Paragraph (1)(a) above occurs before employment, during employment or after employment of that person.****q. Other Organizations**

Any "wrongful act" committed or allegedly committed by any insured serving in any position or capacity in any organization or association other than the Named Insured even if the Named Insured directed or requested that insured to serve in such other position or capacity.

r. Supervision Of Contractors

Any "wrongful act" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.

s. Budgeting

Any act or failure to budget, reserve, conduct reserve studies or account for the cost to upkeep, maintain or address deficiencies or repairs regarding any premises insured under this policy.

3. With respect to coverage provided under Directors And Officers Liability, SECTION II — WHO IS AN INSURED is replaced by the following:

The unqualified word insured means only the following:

a. Any of your directors, officers, "managers" or trustees, collectively and individually, which form your administrative body provided that each individual

- (1) Is duly elected or appointed to serve on the managing body of the organization; and
- (2) Acts within the scope of their duties as a director, officer, "manager" or trustee on your behalf;

However if the declarant, builder, sponsor, developer, promoter, engineer or architect is also a director, officer, "manager" or trustee, the declarant, builder, sponsor, developer, promoter, engineer or architect is an insured, but only with respect to their liability arising solely out of his or her capacity as a director, officer, "manager" or trustee.

b. The Named Insured shown in the Declarations with respect to liability because of "wrongful acts" committed by an insured.

c. Any of your members or renters, but only with respect to their liability for your activities or activities they perform on your behalf as a member of a committee appointed by the administrative or managing body.

d. Any lawful spouse of any person identified in Paragraph a.(1) or a.(2) above, but only in respect to liability arising solely out of his or her capacity as a spouse where such liability seeks damages from the marital property, community property, jointly held property or property transferred from any

person identified in Paragraph a.(1) or a.(2) above. The spouse is not an insured for any "wrongful act" of any person in Paragraph a.(1) or a.(2) above.

e. No person or organization, including those listed in Paragraphs a. through d. above, is an insured with respect to "wrongful acts":

- (1) For which that person or organization may be liable in their capacity as a declarant, builder, sponsor, developer, promoter, engineer or architect; or
- (2) While acting within the scope of their duties for a declarant, builder, sponsor, developer, promoter, engineer or architect.

4. With respect to coverage provided under Directors And Officers Liability, SECTION II — LIMITS OF INSURANCE is replaced by the following:

SECTION II — DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE

a. The Limits Of Insurance for Directors And Officers Liability, shown in the Declarations, and the rules below, fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) Premises insured;
- (3) Claims made or "suits" brought; or
- (4) Persons or organizations making claims or bringing "suits".

b. The most we will pay for damages because of any one "wrongful act" is the Directors And Officers Liability Limit shown in the Declarations.

The most we will pay for the sum of all damages because of all "wrongful acts" during the policy period is the Directors And Officers Aggregate Limit shown in the Declarations.

5. With respect to coverage provided under Directors And Officers Liability, the following definition is added to SECTION II — DEFINITIONS:

"Wrongful act" means any actual or alleged error, misstatement, misleading statement, act omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted by an insured arising solely out of his or her capacity as director, officer, "manager" or trustee relating to the operations of your organization.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4550 RESIDENTIAL COMMUNITY ASSOCIATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM**1. SECTION I — PROPERTY** is amended as follows:**a. Under Coverage A – Buildings:**

(1) Paragraph 2. is replaced by the following:

2. Fixtures, outside of individual units, including outdoor fixtures;

(2) Paragraph 5.d. is replaced by the following:

d. Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units.

(3) The following is added:

Any of the following types of property contained within an individual unit, regardless of ownership:

(a) Fixtures, improvements and alterations that are a part of the building or structure; and

(b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraphs (a) or (b) above.

b. Under Coverage B – Business Personal Property:

(1) Paragraph 1. is replaced by the following:

1. Property that:

a. You own, lease from others or rent from others, or that is loaned to you; or

b. Owned indivisibly by all unit-owners.

(2) Paragraph 3. does not apply.

c. The following is added under Property Not Covered:Personal property owned by a unit-owner except as provided in **Coverage A – Buildings** or **Coverage B – Business Personal Property**.**d. Paragraph 1.h. of SECTION I — EXCLUSIONS** is replaced by the following:**h. Water**

(1) Flood, surface water, waves (including tidal wave, tsunami, seiche) tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not, except as provided in the Back-up Of Sewer Or Drain Extension Of Coverage;

(2) Mudslide or mudflow;

(3) Water or sewage that backs up or overflows from a sewer, drain or sump, except as provided in the Back-up Of Sewer Or Drain Extension Of Coverage;

(4) Water or sewage under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings; or

(5) Material carried or otherwise moved by any of the Water, as described in Paragraphs (1) through (4) above.

But if Water, as described in Paragraphs (1) through (5) above results in accidental direct physical loss by fire, explosion or sprinkler leakage, we will pay for the loss caused by that fire, explosion or sprinkler leakage.

e. SECTION I — EXTENSIONS OF COVERAGE is amended as follows:

- (1) Regardless of any language to the contrary in this policy, and only for the following Extensions Of Coverage, the most we will pay for loss in any one occurrence at each "complex" is the Limit Of Insurance for that Extension Of Coverage shown in the Declarations:

Pollutant Clean Up And Removal;
 Money Orders And Counterfeit Money;
 Forgery Or Alterations;
 Personal Property Off Premises;
 Outdoor Property;
 Personal Effects;
 Valuable Papers And Records;
 Accounts Receivable;
 Signs;
 Arson Reward; and
 Property Of Others.

- (2) The following is added:

Back-up Of Sewer Or Drain.

1. We will pay for accidental direct physical loss to Covered Property directly and immediately caused by water or sewage:
 - a. That enters through a sewer or drain located inside the interior structure; or
 - b. Which enters into and overflows from within a sump pump, sump pump well, or any other system located inside the interior of the structure, designed to remove subsurface water drained from the foundation area.
2. This coverage does not apply if the loss is resulting from your failure to:
 - a. Keep a sump pump or its related equipment in proper working condition; or
 - b. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

- f. Paragraph 3. of **SECTION I — LIMITS OF INSURANCE** does not apply.

- g. Paragraph 1.e.(4)(d) under Loss Payment of **SECTION I — CONDITIONS** does not apply.

- h. The following is added to Paragraph 1.e. under Loss Payment of **SECTION I — CONDITIONS**:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

- i. The following is added to **SECTION I — DEFINITIONS**:

"Complex" means one or more covered buildings subject to common ownership, management, and maintenance located on the same or connecting lots.

2. **SECTION II — LIABILITY** is amended as follows:

- a. The following applies to **SECTION II — WHO IS AN INSURED**:

No person or organization is an insured with respect to acts, errors or omissions:

- (1) For which that person or organization may be liable in their capacity as a declarant, builder, sponsor, developer, promoter, engineer or architect; or

- (2) While acting within the scope of their duties for a declarant, builder, sponsor, developer, promoter, engineer or architect.

- b. The following is added to Paragraph 1.b. under **SECTION II — WHO IS AN INSURED**:

Each of the following is also an insured:

Any unit-owner including:

- (1) The declarant, builder, sponsor, developer or promoter in the capacity as a unit-owner, but only with respect to the declarant's, builder's, sponsor's, developer's or promoter's liability arising out of:

- (a) The ownership, maintenance or repair of that portion of the premises which is not owned solely by the declarant, builder, sponsor, developer or promoter; or

- (b) The declarant's, builder's, sponsor's, developer's or promoter's membership in the association
- (2) Each other unit-owner of the described condominium association or similar community association, but only with respect to that person's liability arising out of:
 - (a) The ownership, maintenance or repair of that portion of the premises which is not owned solely by the unit-owner; or
 - (b) Membership in the association.

3. **SECTION I AND SECTION II — COMMON POLICY CONDITIONS** is amended as follows:

- a. **SECTION I — PROPERTY** under Paragraph 7. Other Insurance is replaced by the following:

SECTION I — PROPERTY

If there is other insurance covering the same loss, we will pay only for the amount of covered loss in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit Of Insurance of **SECTION I — PROPERTY** shown in the Declarations.

If, at the time of loss, a unit-owner has other insurance covering the same property as this insurance, this insurance is intended to be primary, and not to contribute with such other insurance.

- b. The following is added to Paragraph 10. Transfer Of Rights Of Recovery Against Others To Us:

We waive our rights to recover payment from:

- (1) Any unit-owner, including the developer as a unit-owner, and household members;
- (2) The association; and
- (3) Member of the board of directors for acts or omissions within the scope of their duties for you.

We reserve our right, however, to recover against the declarant, builder, sponsor, developer or promoter for acts, errors or omissions that the declarant, builder, sponsor, developer or promoter may be liable for in the capacity as a declarant, builder, sponsor, developer or promoter.

All other policy provisions apply.

CMP-1550



FE-8739 INLAND MARINE CONDITIONS

Coverage in the Inland Marine Form is primary to any coverage provided in the policy this Form is attached to, for the same property.

The following Conditions also apply:

1. **Agreement.** We agree to provide the insurance described in this policy. You agree to pay premiums when due and comply with the provisions of this policy.
2. **Definitions.** Throughout this policy, the words "you" and "your" refer to the Named Insured and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.
3. **Valuation.** The value of covered property will be determined based on the provisions in the applicable coverage form attached.
4. **Loss Payment.** In the event of loss covered by this policy:
 - a. We will give notice, within 30 days after we receive the sworn statement of loss, of our intent to settle the loss according to one of the following methods:
 - (1) Pay the value of lost or damaged property as determined in the Valuation Condition shown in the applicable coverage form;
 - (2) Pay the cost of replacing or repairing the lost or damaged property, plus any reduction in value of repaired items;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality;
 - b. We will not pay you more than your financial interest in the covered property;
 - c. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property.
 - d. We may elect to defend you, at our expense, against suits arising from claims of owners of property;
 - e. We will pay for covered loss within 30 days after we receive the sworn statement of loss, if:
 - (1) You have complied with all of the terms of this policy; and
 - (2) We have reached agreement with you on the amount of loss or an appraisal award has been made.
5. **Duties in the Event of Loss.** You must see that the following are done in the event of loss to covered property:
 - a. Notify the police if a law may have been broken;
 - b. Give us prompt notice of the loss. Include a description of the lost or damaged property in the notice;
 - c. As soon as possible, give us a description of how, when and where the loss occurred;
 - d. Take all reasonable steps to protect the covered property from further damage by an insured loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your emergency and temporary repair expenses for consideration in the settlement of the claim. This will not increase the limit of insurance;
 - e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed;
 - f. Permit us to inspect the property and records proving the loss;
 - g. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed;
 - h. Send us a signed, sworn statement of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms;
 - i. Cooperate with us in the investigation or settlement of the claim;

- j. Resume all or part of your business activities at the described premises as quickly as possible.
- 6. Appraisal.** If you and we disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. Each party will notify the other of the selected appraiser's identity within 20 days after receipt of the written demand for an appraisal. The two appraisers will select an umpire. If the appraisers cannot agree upon an umpire within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
- Pay its chosen appraiser; and
 - Bear the other expenses of the appraisal and umpire equally.
- If we submit to an appraisal, we will still retain our right to deny the claim.
- 7. Abandonment.** There can be no abandonment of any property to us.
- 8. Legal Action Against Us.** No one may bring legal action against us under this insurance unless:
- There has been full compliance with all of the terms of this insurance, and
 - The action is brought within two years after the date on which the accidental direct physical loss occurred. But if the law of the state in which this policy is issued allows more than two years to bring legal action against us, that longer period of time will apply.
- 9. Recovered Property.** If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property subject to the limit of insurance.
- 10. No Benefit to Bailee.** No person or organization, other than you, having custody of covered property will benefit from this insurance.
- 11. Knowledge or Control.** We will not pay for loss while the chance of loss is increased by any means within your knowledge or control.
- 12. Policy Period, Coverage Territory.** We cover loss commencing during the policy period and within or between the coverage territory. The coverage territory is the United States of America (including its territories and possessions), Puerto Rico and Canada.
- 13. Changes**
- This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.
 - We may change the Named Insured's policy address as shown in the Declarations and in our records to the most recent address provided to us by:
 - You; or
 - The United States Postal Service.
- 14. Concealment, Misrepresentation or Fraud.** This policy is void in any case of fraud by you as it relates to the policy at any time. It is also void if you or any other insured intentionally conceal or misrepresent a material fact concerning:
- This policy;
 - The covered property;
 - Your interest in the covered property; or
 - A claim under this policy.
- 15. Examination of Your Books and Records.** We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
- 16. Inspections and Surveys**
- We have the right to:
 - Make inspections and surveys at any time;
 - Give you reports on the conditions we find; and
 - Recommend changes.

- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
- (1) Are safe and healthful, or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 17. Liberalization.** If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.
- 18. Other Insurance.** If loss covered by this policy is also covered by other insurance written in your name, we will not pay for a greater proportion of the covered loss than this policy's Limit of Insurance bears to the total amount of insurance covering such loss.
- 19. Premiums**
- a. The first Named Insured shown in the Declarations:
 - (1) Is responsible for the payment of all premiums; and
 - (2) Will be the payee for any return premiums we pay.
 - b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
 - c. You may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - (1) Paid to us prior to the anniversary date; and
 - (2) Determined in accordance with Paragraph b. above.
- Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
- d. Undeclared exposures, acquisition, or change in your business operation may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.
- 20. Transfer of Rights of Recovery Against Others to Us.** If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:
- a. Prior to a loss to your Covered Property.
 - b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.
- You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.
- This will not restrict your insurance.
- 21. Transfer of Your Rights and Duties Under This Policy.** Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.
- 22. Conformity to State Law.** When a provision of this policy is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.

IMPORTANT NOTICE . . . about your policy

Effective with this policy term, **CMP-4235 AMENDATORY ENDORSEMENT (Ohio)** is added to your policy.

This notice provides a brief description of many of the changes to your policy. Some changes, although not intended to affect coverage, could potentially reduce or eliminate coverage depending on how they are interpreted. In that regard, they should be viewed as either an actual or a potential reduction in coverage.

POTENTIAL REDUCTION IN COVERAGE

SECTION II — LIABILITY

Section II – Exclusions – A Punitive Or Exemplary Damages exclusion states that punitive or exemplary damages, or attorney fees associated with these damages, are excluded.

OTHER CHANGES

SECTION I — CONDITIONS

Loss Payment – States we will give you notice within 21 days after we receive properly executed proof of loss that we accept your claim, deny your claim, or need more time to investigate your claim. If we need more time to investigate your claim, we will notify you of the status of our investigation at least every 45 days.

Provided you have complied with all the terms of the policy we will pay for a covered loss within:

- 10 days after we accept your claim if our acceptance occurs within the first 21 days after we receive a properly executed proof of loss unless the claim involves a probate court action or other extraordinary circumstance; or
- Five days after we accept your claim if our acceptance occurs more than 21 days after we receive a properly executed proof of loss and an appraisal award has been made, or we have reached an agreement with you on the amount of loss that was in dispute.

SECTION I AND SECTION II — COMMON POLICY CONDITIONS

Cancellation – States that if a policy has been in effect for 90 days or less and is not a renewal, we will provide 10 days notice before the effective date of cancellation if we cancel for nonpayment of premium, or 30 days if we cancel for any other reason.

If a policy has been in effect for more than 90 days or is a renewal, we may cancel the policy for only one or more of the reasons listed in paragraphs 3 b (2)(a) i. through vii. in this section.

Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days written notice of cancellation.

If the policy insured more than one Named Insured, the first Named Insured may cancel the policy for the account of all insureds and our notice of cancellation to the first Named Insured is considered notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests in the policy.

Endorsement **CMP-4235** follows this notice; please keep it with your policy. Please contact your State Farm[®] agent if you have any questions about this notice.

This notice is provided for informational purposes only and does not change, modify or invalidate any of the provisions, terms or conditions of your policy or applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4235 AMENDATORY ENDORSEMENT
(Ohio)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. SECTION I is amended as follows:

Paragraphs 1.e.(2) and 1.e.(7) under Loss Payment of **SECTION I — CONDITIONS** is replaced by the following:

- (2) We will give you notice, within 21 days after we receive a properly executed proof of loss, that we:
- (a) Accept your claim;
 - (b) Deny your claim; or
 - (c) Need more time to investigate your claim.

If we need more time to investigate your claim, we will provide an explanation for our need for more time. We will continue to notify you again in writing, at least every 45 days, of the status of the investigation and of the continued time needed for the investigation.

- (7) We will pay for covered loss, provided you have complied with all of the terms of this policy, within:

(a) 10 days after we accept your claim if such acceptance occurs within the first 21 days after we receive a properly executed proof of loss, unless the claim involves an action by a probate court or other extraordinary circumstances as documented in the claim file; or

(b) Five days after we accept your claim if such acceptance occurs more than 21 days after we receive a properly executed proof of loss, and

- i. An appraisal award has been made; or
- ii. We have reached an agreement with you on the amount of loss that was in dispute.

2. The following is added to Section II – Exclusions:

Punitive Or Exemplary Damages

Punitive or exemplary damages, or attorney fees associated with these damages.

3. The following is added to SECTION I AND SECTION II — COMMON POLICY CONDITIONS:

Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. Cancellation Of Policies In Effect For:

(1) 90 Days Or Less:

If this policy has been in effect for 90 days or less and is not a renewal with us, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
- (b) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) More Than 90 Days:

(a) If this policy has been in effect for more than 90 days or is a renewal with us, we may cancel this policy only for one or more of the following reasons:

- i. Nonpayment of premium;
- ii. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
- iii. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;

- iv. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
 - v. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
 - vi. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
 - vii. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
- (b) If we cancel, we will mail or deliver to the first Named Insured written notice of cancellation at least:
- i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - ii. 30 days before the effective date of cancellation if we cancel for any other allowable reason.
- (c) Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days written notice of cancellation.
- c. Notice of cancellation will state the policy number, date of the notice, explanation of the reason for cancellation and the effective

date of cancellation. The policy period will end on that date.

- d. We will mail or deliver our notice to the first Named Insured and their agent, if any, at their last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If this policy insured more than one Named Insured:
 - (1) The first Named Insured may affect cancellation for the account of all insureds; and
 - (2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 30 days before the expiration date.

We will mail or deliver our notice to the first Named Insured and agent, if any, at their last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Conditional Renewal

If we decide to conditional renew this policy upon a substantial increase in premium, we will mail a notice of our intent to the first Named Insured and agent, if any, at their last mailing address known to us, at least 30 days before the expiration date of this policy. If the first Named Insured accepts the increased premium, such change is effective immediately following the expiration of the Named Insured's coverage then in effect.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



CMP-4710 EMPLOYEE DISHONESTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added as an Extension of Coverage under **SECTION I — EXTENSIONS OF COVERAGE**.

Employee Dishonesty

1. We will pay for direct physical loss to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

- a. Cause you to sustain loss; and
- b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other "employee" benefits earned in the normal course of employment) for:
 - (1) Any "employee"; or
 - (2) Any other person or organization intended by that "employee" to receive that benefit.

2. The most we will pay for loss under this Coverage in any one occurrence, regardless of the number of described premises, is the Limit Of Insurance for Employee Dishonesty shown in the Declarations, even if the occurrence includes more than one policy period.

The amount we pay under this Extension of Coverage is an additional amount of insurance.

Regardless of the amount of the Basic Deductible, the most we will deduct from any loss under this Extension of Coverage in any one occurrence is the applicable deductible listed for Employee Dishonesty under Special Deductibles shown in the Declarations.

3. We will determine the value of:

- a. "Money" at its face value; and
- b. "Securities" at their value at the close of business on the day the loss is discovered.

4. All loss:

- a. Caused by one or more persons; or

b. Involving a single act or series of acts; is considered one occurrence.

5. With respect to coverage provided by this endorsement:

- a. Paragraph 2. of **Property Not Covered** does not apply.
- b. Paragraph 1.d. of **Property Subject To Limitations** does not apply.
- c. Paragraph 2.f. of **SECTION I — EXCLUSIONS** does not apply.
- d. The first paragraph under **SECTION I — EXTENSIONS OF COVERAGE** does not apply.

6. We will not pay for loss:

- a. Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons.
- b. When the only proof of its existence or amount is:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.

7. This Coverage does not apply to any "employee" immediately upon discovery by:

- a. You; or
- b. Any of your partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee";

of any dishonest act committed by that "employee" before or after being hired by you.

8. We will pay only for loss you sustain through acts committed or events occurring during the policy period.

These acts must be discovered no later than one year from the end of the policy period.

9. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit Of Insurance cumulates from year to year or period to period.

10. If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior cancelled or terminated insurance or expired policy period that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

11. If you (or any predecessor in interest) sustained loss during the policy period of any prior insurance that you could have recovered

(3) Who you have the right to direct and control while performing services for you;

- b. Any "manager", director, officer or trustee, whether compensated or not, except while performing acts outside the scope of their normal duties;
- c. Any natural person who is furnished temporarily to you;

(1) To substitute for a permanent "employee" as described in Paragraph a. above, who is on leave; or

- a. This Coverage became effective at the time of cancellation or termination of the prior insurance; and
- b. The loss would have been covered by this Coverage had it been in effect when the acts or events causing the loss were committed or occurred.

12. The insurance under Paragraph 11, above is part of, not in addition to, the Limit Of Insurance applying to this Coverage and is limited to the lesser of the amount recoverable under:

- a. This Coverage as of its effective date; or
- b. The prior insurance had it remained in effect.

13. With respect to this Coverage "employee" means:

- a. Any natural person:
 - (1) While in your service or for 30 days after termination of service;
 - (2) Who you compensate directly by salary, wages or commissions; and

load conditions;

- d. Any natural person who is loaned to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as described in Paragraph c. above;
- e. Any natural person who is a former "employee", director, officer, partner, "member", "manager", representative or trustee retained as a consultant while performing services for you; or
- f. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But this does not include any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character.

All other policy provisions apply

CMP 4710

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



CMP-4746 HIRED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. The insurance provided under **Coverage L – Business Liability** in **SECTION II – LIABILITY**, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.
2. For insurance provided by this endorsement only:
 - a. The exclusions under **Section II – Exclusions**, other than exclusions **1, 2, 4, 7, and 10**, and the **SECTION II – NUCLEAR ENERGY LIABILITY EXCLUSION**, are deleted and replaced by the following:
 - (1) "Bodily injury" to:
 - (a) An "employee" of the insured arising out of and in the course of:
 - i. Employment by the insured; or
 - ii. Performing duties related to the conduct of the insured's business; or
 - (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (a) above.This exclusion applies:
 - (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay damages because of injury.This exclusion does not apply to:
 - (a) Liability assumed by the insured under an "insured contract"; or
 - (b) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.
 - (2) "Property damage" to:
 - (a) Property owned or being transported by, or rented or loaned to the insured; or
 - (b) Property in the care, custody or control of the insured.
 - b. We will not pay under **Coverage M – Medical Expenses** for "bodily injury" arising out of the use of any "hired auto".
 - c. **SECTION II – WHO IS AN INSURED**, is replaced by the following:
 1. Each of the following is an insured under this endorsement to the extent set forth below:
 - a. You;
 - b. Any other person using a "hired auto" with your permission; and
 - c. Any other person or organization, but only for their liability because of acts or omissions of an insured under **a. or b.** above.
 2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
 - b. Any:
 - (1) Partner or "executive officer" for any "auto" owned by or registered to such partner or officer or a member of his or her household; or

- (2) "Employee" for any "auto" owned by or registered to such "employee" or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or any agent or "employee" of any such owner or lessee; or
 - e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
3. With respect to this endorsement the following additional definitions apply.
 - a. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
 - b. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or members (if you are a partnership or joint venture), "members" or "managers" (if you are a limited liability company), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or members of their households.

All other policy provisions apply.

CMP-4746

© Copyright, State Farm Mutual Automobile Insurance Company, 2009
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



CMP-4818 DIRECTORS AND OFFICERS — PROPERTY MANAGER LIABILITY

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY

The following is added under Paragraph 4. of the **Directors And Officers Liability** endorsement:

The unqualified word insured also means the following:

Any person or organization only while acting as your real estate property manager for the premises insured under this policy. The property manager is only insured for liability caused by "wrongful acts" committed at your express direction. The property manager is not an insured for "suits" or claims brought against the property manager by you.

All other policy provisions apply.

CMP-4818

© Copyright, State Farm Mutual Automobile Insurance Company, 2009
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4508 MONEY AND SECURITIES
(Apartment And Residential Community Association)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added as an Extension of Coverage under **SECTION I — EXTENSIONS OF COVERAGE**.

Money And Securities

1. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
 - a. Theft, meaning any act of stealing;
 - b. Disappearance; or
 - c. Destruction.
2. The most we will pay for loss to "money" and "securities" in any one occurrence, at each "complex", under this Coverage is:
 - a. The Limit Of Insurance for Money And Securities (On Premises) shown in the Declarations while:
 - (1) In or at the "complex"; or
 - (2) Within a bank or savings institution; and
 - b. The Limit Of Insurance for Money And Securities (Off Premises) shown in the Declarations while anywhere else.

The amount we pay under this Extension of Coverage is an additional amount of insurance.

Regardless of the amount of the Basic Deductible, the most we will deduct from any loss under this Extension of Coverage in any one occurrence is the applicable deductible listed for Money And Securities under Special Deductibles shown in the Declarations.

3. We will determine the value of:
 - a. "Money" at its face value; and

- b. "Securities" at their value at the close of business on the day the loss is discovered.
4. With respect to coverage provided by this endorsement:
 - a. Paragraph 2. of **Property Not Covered** does not apply.
 - b. Paragraphs 1.c. and 1.d. of **Property Subject To Limitations** does not apply.
 - c. The first paragraph under **SECTION I — EXTENSIONS OF COVERAGE** is replaced by the following:
Subject to the terms and conditions applicable to **SECTION I — PROPERTY** of this coverage form, Money and Securities applies separately to each "complex" we insure.
 5. All loss:
 - a. Caused by one or more persons; or
 - b. Involving a single act or series of related acts;
 is considered one occurrence.
 6. We will not pay under this Extension Of Coverage for loss consisting of one or more of the following:
 - a. Resulting from accounting or arithmetical errors or omissions;
 - b. Due to the giving or surrendering of property in any exchange or purchase; or
 - c. Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
 7. You must keep records of all "money" and "securities" so we can verify the amount of any loss.

All other policy provisions apply.

In accordance with the Terrorism Risk Insurance Reauthorization Act of 2007, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the

United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

IMPORTANT NOTICE . . . about your policy

Enclosed with this message is your new State Farm® Residential Community Association Policy that replaces your current policy. In an effort to provide protection for policyholders at an affordable price, we periodically make changes to the policy. Some of these changes are *Reductions Or Eliminations In Coverage*. Others, although not intended to change coverage, could potentially reduce or eliminate coverage depending on their interpretation, and in that regard, should be viewed as either actual or *Potential Reductions Or Eliminations In Coverage*. In addition to changes that reduce or broaden coverage, editorial and formatting changes have been made.

This Notice provides a brief description of many of the changes between your previous policy and the new Residential Community Association Policy. Some changes may be described on the endorsement rather than in this Notice. We encourage you to read your entire policy, including all endorsements, and note the following changes:

REDUCTIONS IN COVERAGE

SECTION I – PROPERTY

Coverage B – Business Personal Property does not cover stamps, tickets and letters of credit. Coverage is provided under the MONEY AND SECURITIES endorsement.

Property Not Covered

- There is no coverage for loss to radio and television antennas (including satellite dishes) and their lead-in wiring, masts or towers, except for certain causes of loss as provided in the Outdoor Property Extension Of Coverage.
- There is no coverage for loss to computers that are permanently installed or designed to be permanently installed in any aircraft, automobile, watercraft, motor truck or other vehicle subject to motor vehicle registration. This does not apply to computers held as stock.
- There is no coverage for loss to electronic data. This does not apply to your stock of prepackaged software. Coverage for electronic data is provided under the Inland Marine Computer Property Form.

Property Subject to Limitations

- There is no coverage for loss to property that is transferred to a person or place outside of the premises on the basis of unauthorized instructions.
- There is no coverage for loss to bridges, roadways, walks, patios or other similar property caused by the pressure or weight of snow whether driven by wind or not.

SECTION I – EXCLUSIONS

Certain Computer-Related Losses – Failures or malfunctions that are due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or times are excluded.

(Continued)

Fungi, Virus Or Bacteria – There is no coverage for loss due to: (1) the growth, proliferation, spread or presence of wet or dry rot, or (2) virus, bacteria or other microorganisms that induces or is capable of inducing physical distress, illness or disease. This exclusion does not apply if fungi, wet or dry rot, virus, bacteria or other microorganism results from an accidental direct physical loss caused by fire or lightning.

Frozen Plumbing – There is no coverage regarding liquids, powder or molten material that leaks or flows from plumbing, or other equipment caused by freezing, unless you maintain heat or drain the equipment and shut off the water supply.

Dishonesty – There is no coverage for the dishonest or criminal acts: (1) of any of your members, officers or managers; or (2) anyone else with an interest in the property and their partners, members, officers, managers, employees, directors, trustees or authorized representatives.

Loss To Products – There is no coverage for loss to merchandise or other product caused by an error or omission by any person in any stage of the development, production or use of the product. But if such error or omission results in a Covered Cause Of Loss, we will pay for the loss caused by that Covered Cause Of Loss.

SECTION I – EXTENSIONS OF COVERAGE

Extra Expense – This extension of coverage is deleted; however, similar coverage may be available under the LOSS OF INCOME AND EXTRA EXPENSE endorsement.

Collapse – Collapse is described in the policy and means an abrupt falling down or caving in of a building or any part of the building resulting in the building not being able to be occupied for its intended purposes.

A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.

A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.

A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

Collapse caused by decay that is hidden from view is not covered if the presence of such decay is known to an insured prior to collapse.

Collapse caused by insect or vermin damage that is hidden from view is not covered if the presence of such damage is known to an insured prior to collapse.

Collapse caused by sinkhole collapse only includes loss caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

Increased Cost Of Construction And Demolition Cost – Increased Cost of Construction and Demolition Cost does not apply to costs incurred due to an ordinance or law that: (1) you were required to comply with before the loss, even when the building was undamaged; and (2) you failed to comply with.

There is no coverage for the cost of demolition, repair, replacement, reconstruction, remodeling or remediation, of property due to contamination by pollutants or due to the presence, growth, proliferation, spread or any activity of fungi, wet or dry rot, virus, bacteria or other microorganism.

(Continued)

There is no coverage for the cost to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to the presence, growth, proliferation, spread or any activity of fungi, wet or dry rot, virus, bacteria or other microorganism.

If a damaged building is covered under a blanket Limit Of Insurance that applies to more than one building or item of property, then the most we will pay under this Extension Of Coverage is the amount determined by multiplying the percent for Increased Cost Of Construction And Demolition Costs as shown in the Declarations by the value of the damaged building as listed in our records at the time of the loss.

Newly Acquired Or Constructed Property – Coverage is reduced from 90 to no more than 30 days.

Elevator Collision – This extension of coverage is deleted.

Property In Transit – This extension of coverage is deleted. However, Personal Property Off Premises may cover property while in the course of transit for a Covered Cause Of Loss, but there is no flood, earthquake, volcanic eruption or landslide coverage for property while in transit. The coverage limit for Personal Property Off Premises is the greater of your current Property In Transit or Property Off Premises limits.

Personal Effects – There is no coverage under Personal Effects for loss to tools and equipment or theft of personal effects. The coverage limit is \$2,500 in any one occurrence.

Valuable Papers And Records – There is no coverage for loss to information that exists on electronic or magnetic media. The coverage limits are the greater of your current limits or \$10,000 in any one occurrence on-premises and \$5,000 in any one occurrence off-premises.

Accounts Receivable – There is no coverage under Accounts Receivable for loss caused by alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property. This exclusion of coverage applies only to the extent of the wrongful giving, taking or withholding.

There is no coverage under Accounts Receivable for loss caused by bookkeeping, accounting or billing errors or omissions, or any loss that requires any audit of records or any inventory computation to prove its factual existence.

The coverage limits are the greater of your current limits or \$50,000 in any one occurrence on-premises and \$15,000 in any one occurrence off-premises.

Land – This extension of coverage is deleted.

SECTION I – CONDITIONS

Loss Payment – When we exercise our option to pay the cost to repair or replace lost or damaged property, we will not pay for any reduction in the market value of the repaired property.

Vacancy – A tenant occupied unit or suite is considered vacant when it does not contain enough business personal property to conduct customary business operations. An owner occupied building, or building leased to others, is considered vacant unless at least 31% of the floor area is used by the building owner or lessee to conduct customary operations.

If the building is vacant for more than 60 consecutive days prior to the loss, we will not pay any loss for any of the following, even if they are Covered Causes Of Loss:

- Vandalism
- Sprinkler leakage (unless you have protected the system against freezing)
- Building glass breakage
- Water damage
- Theft
- Attempted theft

With respect to Covered Causes Of Loss other than those listed above, we will reduce the amount we would otherwise pay for the loss by 15%.

SECTION II – LIABILITY

Coverage L – Business Liability – There is no duty to defend a claim that is not involved in a civil proceeding.

If the insured or any employee, authorized by you to give or receive notice of an occurrence or claim, knows of bodily injury or property damage that occurred prior to the policy period and continues at the current policy period, then coverage is not available in the current policy period. Bodily injury or property damage will be deemed to have been known to have occurred when an insured reports the bodily injury or property damage, receives a written or verbal demand, or becomes aware by other means that bodily injury or property damage has occurred.

Section II – Supplementary Payments – When we provide a defense against a suit, we will pay the costs taxed against you; however, such costs do not include attorney fees and expenses.

Section II – Exclusions

Expected or Intended Injury – There is no coverage for bodily injury or property damage expected or intended to cause harm as would be expected by a reasonable person. There is also no coverage for bodily injury or property damage that is the result of willful and malicious or criminal acts of the insured.

Employers Liability – There is no coverage for bodily injury to former employees of the insured.

Employment Related Practices – There is no coverage for bodily injury or personal and advertising injury to any person, or the spouse, child, parent, brother or sister of that person, due to employment related practices of the insured, whether the event occurred before, during or after employment.

War – There is no coverage for any loss, however caused, arising directly or indirectly, out of war, including undeclared civil war, warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or insurrection, rebellion, revolution, usurped power, or action taken by government in hindering or defending against any of these.

Professional Services Or Treatments – There is no coverage for bodily injury, property damage or personal and advertising injury caused by the rendering or failure to render any professional services or treatments.

Damage To Your Work – There is no coverage for property damage to your work included in the products-completed operations hazard regardless of whether the damaged work or the work out of which the damage arises was performed by you or on your behalf by a subcontractor.

Personal And Advertising Injury – There is no coverage for any loss, cost or expense arising out of pollution.

Electronic Data – There is no coverage for damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions that direct the operations and functions of a computer or device connected to it that enable the computer or device to receive, process, store, retrieve or send data.

SECTION II – MEDICAL EXPENSES

Coverage M – Medical Expenses – We will only pay for medical expenses that have been incurred and reported to us within one year of the date of the accident.

Coverage M – Medical Expenses Exclusions – There is no coverage for medical expenses for bodily injury to a person injured while practicing, instructing, or participating in any physical exercises or games, sports or athletic contests.

SECTION II – WHO IS AN INSURED – The declarant, builder, sponsor, developer or promoter is an insured, but only in the capacity as a unit-owner. No person or organization is an insured with respect to acts or omissions for which that person or organization may be liable in their capacity as a declarant, builder, sponsor, developer, promoter, engineer or architect.

SECTION II – LIMITS OF INSURANCE – The coverage limit shown in the Declarations applies to the policy period during which the injury or damage first occurs and no additional coverage or limits will be available for the occurrence or offense under any additional years that this policy remains in force.

ENDORSEMENTS – If any of the following endorsements are shown in your Declarations or Attaching Declarations, please refer to the following described changes regarding those endorsements.

CMP-4705 – LOSS OF INCOME AND EXTRA EXPENSE

Civil Authority – When a covered cause of loss causes damage to property other than property at the described premises, we will pay for the actual loss of income you sustain and necessary extra expense when:

- Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage.
- The described premises is within the area, but not more than one mile from where the damaged property is located.

CMP-4550 – RESIDENTIAL COMMUNITY ASSOCIATION ENDORSEMENT – Coverage applies to any one occurrence for loss to covered property caused by water or sewage that enters through a sewer or drain located inside the interior of the structure, or that enters into and overflows from within a sump, sump pump well, or any other equipment located inside the interior of the structure.

You must maintain a sump pump or its related equipment in proper working condition and perform the routine maintenance or repair necessary to keep the sewer or drain free from obstructions. The coverage limit is the Coverage A or Coverage B limit shown in the Declarations.

(Continued)

CMP-4729 or CMP-4730 – ORDINANCE OR LAW – There is no coverage due to an ordinance or law that: (1) you were required to comply with before the loss, even when the building was undamaged; and (2) you failed to comply with.

There is no coverage for the demolition, repair, rebuilding, replacement, remodeling or remediation, of property due to contamination by pollutants or due to the presence, growth, proliferation, spread or any activity of fungi, wet or dry rot, virus, bacteria or other microorganism.

There is no coverage for the cost to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of pollution, fungi, wet or dry rot, virus, bacteria or other microorganism.

If a damaged building is covered under a blanket limit of insurance that applies to more than one building, then the most we will pay under this coverage is the amount determined by multiplying the percent as shown in the endorsement by the value of the damaged building as listed in our records at the time of the loss.

CMP-4744 – GARAGEKEEPERS INSURANCE – DIRECT COVERAGE – This coverage replaces Garagekeepers Legal Liability Coverage. There is no coverage for:

- Loss to any part or equipment if that part fails or is damaged as a direct result of wear and tear, freezing or mechanical, electrical or electronic breakdown or malfunction.
- Tires. However, coverage does apply for certain covered losses.
- Loss to customer's auto while it is being prepared for or used in any racing or similar contest, or on a track designed primarily for racing unless the vehicle is not being used in a racing or speed driving activity.

CMP-4814 – DIRECTORS AND OFFICERS LIABILITY – There is no coverage for a wrongful act that does not take place in the coverage territory.

There is no coverage for a wrongful act that occurs prior to the policy period unless:

- There is no other valid and collectable insurance or insurance that would be valid and collectable but for the exhaustion of the limits of insurance.
- No insured or employee authorized by you to give or receive notice of a wrongful act had prior knowledge or could reasonably have foreseen any circumstances which might result in a claim or suit.
- The claim is made in writing or suit filed is brought during policy period.

No declarant, builder, sponsor, developer, promoter, engineer or architect is an insured for any wrongful acts, errors or omissions in their capacity as a declarant, builder, sponsor, developer, promoter, engineer or architect.

There is no duty to defend a claim that is not involved in a civil proceeding.

The following exclusions are added:

Actual Knowledge Or Intent – Wrongful acts by an insured with actual knowledge of its wrongful nature or with intent to cause injury.

Fines Or Penalties – Any civil or criminal fines or penalties imposed by law or taxes.

Pollution, Fungi Or Bacteria – Pollutants, fungi, bacteria wet or dry rot or nuclear reaction or the cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, fungi, bacteria, wet or dry rot or nuclear reaction.

Construction Operations – Damage caused by or resulting from operations (including construction, design, survey and engineering services) performed by or on behalf of the builder, declarant, sponsor, developer, promoter, engineer or architect at any premises insured by this policy.

Rights Against Builder – Any failure or inability of any insured to enforce your rights against the builder, declarant, sponsor, developer, promoter, engineer or architect at any premises insured by this policy.

Workers' Compensation And Similar Laws – Any obligations of the insured under a workers' compensation, disability law or any similar law.

Employment-Related Practices – Damages to a person arising out of any refusal to employ, termination of employment, or employment related practices, or the spouse, child parent, brother or sister of that person as a consequence of the preceding.

Budgeting – Any act or failure to budget, reserve, conduct reserve studies or account for the cost to upkeep, maintain or address deficiencies or repairs regarding any premises insured under this policy.

FE 8743 – COMPUTER PROPERTY FORM – There is no coverage for loss to missing property where the only evidence of the loss is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

POTENTIAL REDUCTIONS OR ELIMINATIONS IN COVERAGE

SECTION I – PROPERTY

Property Not Covered – There is no coverage for Land (including land necessary to support any covered building or structure), including the cost of repair techniques designed to compensate for or prevent land instability to any building or structure.

SECTION I – EXCLUSIONS – Language has been added to SECTION I – EXCLUSIONS, Paragraph 1, indicating the associated exclusions apply regardless of whether the event occurs suddenly, gradually, is isolated or widespread, arises from natural or external forces or occurs as a result of any combination of these.

Ordinance Or Law – There is no coverage for loss resulting from an ordinance or law that is enforced even if the property is not damaged, or the increased costs to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition following an accidental direct physical loss.

Earth Movement – There is no coverage for loss caused by earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, the action of water or any other natural forces; or improper compaction, site selection, excavation, retention, stabilization or any other external forces. But if earth movement results in fire or explosion, we will pay for the loss caused by that fire or explosion.

Power Failure – There is no coverage for loss caused by power failure due to lack of sufficient capacity or reduction in supply.

Water – There is no coverage for loss caused by flood, surface water, waves (including tidal waves, tsunami, seiche) tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not, except as provided in the Back up Of Sewer Or Drain Extension Of Coverage. There is also no coverage for material carried or otherwise moved by any water described in the water exclusion.

Pollution – There is no coverage for loss caused by the presence, discharge, dispersal, seepage, migration, release or escape of pollutants unless caused by any of the specified causes of loss. But if the discharge, dispersal, seepage, migration, release or escape of pollutants results in an accidental direct physical loss by any of the specified causes of loss we will pay for the loss caused by that specified cause of loss.

Errors Or Omissions – There is no coverage for loss caused by errors or omissions in programming, processing or storing data, as described under electronic data or in any computer operations, or processing or copying valuable papers and records. But if accidental direct physical loss results from fire or explosion we will pay for the resulting loss unless the resulting loss is itself not covered by the policy.

Installation, Testing, Repair – There is no coverage for loss caused by errors or deficiency in design, installation, testing, maintenance, modification or repair of your computer system including electronic data. But if accidental direct physical loss results from fire or explosion we will pay for that resulting loss unless the resulting loss is itself not covered by the policy.

Electrical Disturbance – There is no coverage for loss caused by electrical or magnetic injury, disturbance or erasure of electronic data. However, we will pay for accidental direct loss caused by lightning.

Continuous Or Repeated Seepage, Discharge Or Leakage Of Water – There is no coverage for loss caused by continuous or repeated seepage, discharge or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

Weather Conditions – There is no coverage if weather conditions contribute in any way with a cause or event excluded elsewhere in the policy.

SECTION I – EXTENSIONS OF COVERAGE

Pollutant Clean Up And Removal – There is no coverage for the costs to test for, monitor or assess the existence, concentration or effects of pollutants.

Signs – Coverage is provided only for damage from a covered cause of loss. The coverage limit is the greater of your current limit or \$2,500 in any one occurrence.

SECTION II – LIABILITY

Section II – Exclusions

Pollution – There is no coverage for any loss, cost or expense arising out of any statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Aircraft, Auto, Or Watercraft – This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the occurrence that caused the bodily injury or property damage involved the ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft that is owned or operated by or rented or loaned to any insured.

(Continued)

Professional Services Or Treatments – There is no coverage even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the occurrence that caused the bodily injury or property damage, or the offense that caused the personal and advertising injury, involved the rendering or failure to render of any professional service.

Fungi – There is no coverage for any loss, cost or expense arising out of any statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of or in any way respond to or assess the effects of fungi.

SECTION II – DEFINITIONS

Property Damage – Is defined to mean physical injury to, or loss of use of tangible property. Electronic data is not tangible property.

ENDORSEMENTS – If any of the following endorsements are shown in your Declarations or Attaching Declarations, please refer to the following described changes regarding those endorsements.

CMP-4705 – LOSS OF INCOME AND EXTRA EXPENSE – Net Income does not include any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause Of Loss on customers or on other businesses.

CMP-4744 – GARAGEKEEPERS INSURANCE – DIRECT COVERAGE – This coverage replaces Garagekeepers Legal Liability Coverage. There is no coverage for any reduction in value of a customer's auto after it has been repaired.

FE-8743 – COMPUTER PROPERTY FORM – Language in this endorsement under LOSSES NOT INSURED states the associated exclusions apply regardless of whether the event occurs suddenly, gradually, is isolated or widespread, arises from natural or external forces or occurs as a result of any combination of these.

OTHER CHANGES

SECTION I – PROPERTY

Coverage A – Buildings – Includes personal property in apartments, rooms or common areas furnished by the insured as landlord.

SECTION I – EXCLUSIONS

Volcanic Eruption – All volcanic eruptions that occur within a 168 hour period will constitute a single occurrence.

SECTION I – EXTENSIONS OF COVERAGE

Preservation Of Property – There are 30 days of coverage under Preservation Of Property.

Money Orders And Counterfeit Money – The coverage limit is \$1,000 in any one occurrence for loss from an insured's good faith acceptance of money orders and counterfeit money.

Forgery Or Alteration – The coverage limit is \$10,000 in any one occurrence for loss from forgery or alteration of an insured's check, draft, promissory note or bill of exchange.

Glass Expenses – Pays the expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed and remove or replace obstructions when repairing or replacing glass that is part of a building that is damaged by a Covered Cause Of Loss.

Trees, Plants, Lawns And Shrubs – This extension of coverage is replaced by Outdoor Property. The most we will pay for any one tree, shrub or plant is \$1,000.

Equipment Breakdown – The Equipment Breakdown deductible has changed from \$500 to the Basic Deductible, up to a maximum of \$2,500.

Ordinance Or Law – Equipment Coverage – If a Covered Cause of Loss occurs to equipment that is Covered Property, we will pay the cost to reclaim or replace the refrigerant, and retrofit the equipment, as required by law.

Case: 1:16-cv-01273-CAB Doc #: 138-4 Filed: 09/01/21 Page 40 of 44 PageID #: 6311

Duties of the Insured. We will permit us to enter upon and inspect any property, as often as may be reasonably required, for inspection, testing and analysis, and permit us to make copies from your books and records. We may examine any insured under oath, while not in the presence of any other insured.

SECTION II – LIABILITY

Section II – Supplementary Payments – The most we will pay for all reasonable expenses incurred by the insured at our request is \$250 per day. We will also pay for loss of earnings up to \$250 per day.

SECTION II – DAMAGE TO PREMISES RENTED TO YOU – This coverage replaces **PROPERTY DAMAGE LEGAL LIABILITY** in your former policy.

SECTION I AND SECTION II – COMMON POLICY CONDITIONS

Premiums – The premium for this policy may vary based upon the purchase of other insurance from State Farm Companies.

ENDORSEMENTS – If any of the following endorsements are shown in your Declarations or Attaching Declarations, please refer to the following described changes regarding those endorsements.

CMP-4719 or 4720 – EARTHQUAKE AND VOLCANIC ERUPTION – All Earthquake or Volcanic Eruption that occurs within 168 hours is considered to be one occurrence.

CMP-4710 – EMPLOYEE DISHONESTY – The coverage limit is the greater of your current limit or \$25,000 in any one occurrence.

CMP-4508 – MONEY AND SECURITIES – The coverage limits are the greater of your current limits or \$10,000 in any one occurrence on-premises and \$5,000 in any one occurrence off-premises.

Please read your entire policy carefully and place it with your other important papers. If you have any questions about your new policy, contact your State Farm agent.

THIS MESSAGE IS A GENERAL DESCRIPTION OF SOME COVERAGE AND/OR COVERAGE CHANGES AND IS NOT A STATEMENT OF CONTRACT AND DOES NOT CHANGE, MODIFY OR INVALIDATE ANY OF THE PROVISIONS, TERMS OR CONDITIONS OF YOUR POLICY.

OHIO MINE SUBSIDENCE INSURANCE UNDERWRITING ASSOCIATION

2500 Corporate Exchange Drive – Suite 250
Columbus, OH 43231
(614) 839-6446

In compliance with Ohio law, we are required to inform you, with the prescribed notice, of the availability of Mine Subsidence Coverage.

OFFER OF MINE SUBSIDENCE INSURANCE COVERAGE OH – MSI -1 (7/2009)

This constitutes an offer to include optional mine subsidence insurance coverage in your property insurance policy if the policy covers a one to four family dwelling structure located in one of the following Ohio counties:

Delaware	Geauga	Licking	Ottawa	Preble	Wayne
Erie	Lake	Medina	Portage	Summit	

Mine subsidence insurance, provided by the Ohio Mine Subsidence Insurance Underwriting Association, provides up to \$300,000 of coverage or the amount of insurance on the dwelling, whichever is less, for property damage to the structure caused by mine subsidence. Mine subsidence is loss caused by the collapse or lateral or vertical movement of structures resulting from the caving in of underground mines. The annual premium for this coverage is \$5.00. To accept this offer you must complete an application for mine subsidence coverage and return it to your agent. You may obtain this application from your insurance agent who obtained the insurance on your home for you.

OHIO MINE SUBSIDENCE INSURANCE UNDERWRITING ASSOCIATION APPLICATION OH – MSI -3 (7/2009)

_____ NAME	_____ ADDRESS OF PROPERTY
_____ POLICY NUMBER	_____ COUNTY
_____ NAME OF INSURANCE COMPANY	_____ NAME OF INSURANCE AGENT

I hereby apply for mine subsidence insurance coverage. I agree that no coverage will be made available for mine subsidence damage that exists prior to the effective date of this coverage. I understand that if I add this coverage to my basic fire or homeowners policy after the policy's effective date, there is a 15 day waiting period for the mine subsidence coverage to be effective.

I understand that the coverage limit for mine subsidence insurance will not exceed the coverage on my dwelling structure, or \$300,000, whichever is less. I understand that any person, who with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

_____ DATE	_____ SIGNATURE
---------------	--------------------

THIS APPLICATION IS TO BE GIVEN TO YOUR INSURANCE AGENT

OHIO MINE SUBSIDENCE INSURANCE UNDERWRITING ASSOCIATION

2500 Corporate Exchange Drive – Suite 250
Columbus, OH 43231
(614) 839-6446

In compliance with Ohio law, we are required to inform you, with the prescribed notice, of the availability of Mine Subsidence Coverage.

OFFER OF MINE SUBSIDENCE INSURANCE COVERAGE

OH – MSI -1 (7/2009)

This constitutes an offer to include optional mine subsidence insurance coverage in your property insurance policy if the policy covers a one to four family dwelling structure located in one of the following Ohio counties:

Delaware	Geauga	Licking	Ottawa	Preble	Wayne
Eric	Lake	Medina	Portage	Summit	

Mine subsidence insurance, provided by the Ohio Mine Subsidence Insurance Underwriting Association, provides up to \$300,000 of coverage or the amount of insurance on the dwelling, whichever is less, for property damage to the structure caused by mine subsidence. Mine subsidence is loss caused by the collapse or lateral or vertical movement of structures resulting from the caving in of underground mines. The annual premium for this coverage is \$5.00. To accept this offer you must complete an application for mine subsidence coverage and return it to your agent. You may obtain this application from your insurance agent who obtained the insurance on your home for you.

OHIO MINE SUBSIDENCE INSURANCE UNDERWRITING ASSOCIATION APPLICATION

OH – MSI -3 (7/2009)

NAME

ADDRESS OF PROPERTY

POLICY NUMBER

COUNTY

NAME OF INSURANCE COMPANY

NAME OF INSURANCE AGENT

I hereby apply for mine subsidence insurance coverage. I agree that no coverage will be made available for mine subsidence damage that exists prior to the effective date of this coverage. I understand that if I add this coverage to my basic fire or homeowners policy after the policy's effective date, there is a 15 day waiting period for the mine subsidence coverage to be effective.

I understand that the coverage limit for mine subsidence insurance will not exceed the coverage on my dwelling structure, or \$300,000, whichever is less. I understand that any person, who with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

DATE

SIGNATURE

THIS APPLICATION IS TO BE GIVEN TO YOUR INSURANCE AGENT

IMPORTANT NOTICE . . . Data Compromise Coverage Now Available

Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

Coverage Summary

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including:
 - Informational materials;
 - Toll-free help line;
 - Credit report monitoring; and
 - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business at no additional cost.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.

553-3447 (C)

553-3082

IMPORTANT NOTICE . . . about your premium

Insurance premiums have been adjusted and continue to reflect the expected cost of claims. Some policyholders will see their premiums increase while other policyholders may see their premiums decrease or stay the same. The amount your premium changed, if at all, depends on many factors including the type of business you operate, your coverage and limits, the loss experience in your area, and any applicable discounts or charges. The enclosed Balance Due Notice reflects your new premium.

If you have any questions about your premium, or policy coverages, please contact your State Farm® agent.

553-3082 (C) (4/09)

IMPORTANT NOTICE . . . Data Compromise Coverage Now Available

Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

Coverage Summary

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including
 - Informational materials;
 - Toll free help line;
 - Credit report monitoring; and
 - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business at no additional cost.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.

553-3447 (C)

553-3082

IMPORTANT NOTICE . . . about your premium

Insurance premiums have been adjusted and continue to reflect the expected cost of claims. Some policyholders will see their premiums increase while other policyholders may see their premiums decrease or stay the same. The amount your premium changed, if at all, depends on many factors including the type of business you operate, your coverage and limits, the loss experience in your area, and any applicable discounts or charges. The enclosed Balance Due Notice reflects your new premium.

If you have any questions about your premium, or policy coverages, please contact your State Farm® agent.

553-3082 (C) (1/09)

EXHIBIT 5



State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Phone: 1-866-787-8676
Fax: 1-844-236-3646

Structural Damage Claim Policy

When you have a covered structural damage claim to your real property, you should know:

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- If you select a contractor whose estimate is the same as or lower than our estimate, based on the same scope of damages, we will pay based upon their estimate. If your contractor's estimate is higher than ours, you should contact your claim representative prior to beginning repairs.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.



Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only.
Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured: Smith, Joe & Jane	Estimate: 00-0000-000
Property: 1 Main Street	Claim number: 00-0000-000
Anywhere, IL 00000-0000	Policy Number: 00-00-0000-0
Type of Loss: Other	Price List: ILBL8F_MAR 13
Deductible: \$1,000.00	Restoration/Service/ Remodel
	F = Factored In, D = Do Not Apply

Summary for Dwelling

Line Item Total [1]		5,953.10
Material Sales Tax	@ 10.000% x 1,520.00	
Subtotal		6,105.10
General Contractor Overhead [2]	@ 10.0% x 6,105.10	610.51
General Contractor Profit	@ 10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit [3])		7,326.12
Less Depreciation (Including Taxes) [4]		(832.50)
Less General Contractor Overhead & Profit on Recoverable & Non - recoverable Depreciation		(166.50)
Less Deductible [5]		
Net Actual Cash Value Payment [6]		

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50
Less Non - recoverable Depreciation (Including Taxes) [7]	
Subtotal	312.50
General Contractor O&P on Depreciation	166.50
Less General Contractor O&P on Non - recoverable Depreciation	
Subtotal	
Total Maximum Additional Amounts Available If Incurred [8]	
Total Amount of Claim If Incurred [9]	

Claim Representative _____

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

1. **Line Item Total** – Total value of all line items in the estimate plus possible adjustments for *labor minimums*. *Labor Minimum* is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.
2. **General Contractor's Overhead and Profit** – General contractor's charge for coordinating your repairs.
3. **Replacement Cost Value (RCV)** – Estimated cost to repair or replace damaged property.
4. **Depreciation** – The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.
5. **Deductible** – The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.
6. **Net Actual Cash Value Payment (ACV)** – The repair or replacement cost of the damaged part of the property less *depreciation* and *deductible*.
7. **Non Recoverable Depreciation** – *Depreciation* applied to items that are not eligible for replacement cost benefits.
8. **Total Maximum Additional Amount if Incurred** – Total amount of recoverable depreciation after actual repair or replacement of the property.
9. **Total Amount of Claim if Incurred** – Total amount of the claim, including *net actual cash value payment* and *total maximum additional amount available if incurred*.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$1,000.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

Summary for Line 001 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	33,053.24
Material Sales Tax	762.45
Subtotal	33,815.69
General Contractor Overhead	3,381.57
General Contractor Profit	3,381.57
Replacement Cost Value (Including General Contractor Overhead and Profit)	40,578.83
Less Depreciation (Including Taxes)	(17,884.36)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(3,576.86)
Less Deductible	(1,000.00)
Net Actual Cash Value Payment	\$18,117.61

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	17,884.36
General Contractor O&P on Depreciation	3,576.86
Replacement Cost Benefits	21,461.22
Total Maximum Additional Amount Available If Incurred	21,461.22
Total Amount of Claim If Incurred	\$39,578.83

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured: THE CONDOMINIUM AT NORTHPOINTE
 Property: 31-37 Northpointe Ln;Bldg 10
 Newark, OH 43055
 Business: 740-404-1006
 Type of Loss: Wind Damage
 Deductible: \$0.00
 Date of Loss: 4/2/2016
 Date Inspected: 5/13/2016

Estimate: 35-8L16-895
 Claim Number: 358L16895
 Policy Number: 95-KB-8359-4
 Price List: OHNE28_MAY16
 Restoration/Service/Remodel

Summary for Line 002 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	25,831.01
Material Sales Tax	629.44
Subtotal	26,460.45
General Contractor Overhead	2,646.06
General Contractor Profit	2,646.06
Replacement Cost Value (Including General Contractor Overhead and Profit)	31,752.57
Less Depreciation (Including Taxes)	(14,735.83)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(2,947.20)
Less Deductible	(0.00)
Net Actual Cash Value Payment	\$14,069.54

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	14,735.83
General Contractor O&P on Depreciation	2,947.20
Replacement Cost Benefits	17,683.03
Total Maximum Additional Amount Available If Incurred	17,683.03
Total Amount of Claim If Incurred	\$31,752.57

Jeznach, Vince
 844-458-4300 x 9726572457
 Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

Summary for Line 003 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	33,053.24
Material Sales Tax	762.45
Subtotal	33,815.69
General Contractor Overhead	3,381.57
General Contractor Profit	3,381.57
Replacement Cost Value (Including General Contractor Overhead and Profit)	40,578.83
Less Depreciation (Including Taxes)	(17,884.36)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(3,576.86)
Less Deductible	(0.00)
Net Actual Cash Value Payment	\$19,117.61

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	17,884.36
General Contractor O&P on Depreciation	3,576.86
Replacement Cost Benefits	21,461.22
Total Maximum Additional Amount Available If Incurred	21,461.22
Total Amount of Claim If Incurred	\$40,578.83

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

Summary for Line 004 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	25,831.01
Material Sales Tax	629.44
	<hr/>
Subtotal	26,460.45
General Contractor Overhead	2,646.06
General Contractor Profit	2,646.06
	<hr/>
Replacement Cost Value (Including General Contractor Overhead and Profit)	31,752.57
Less Depreciation (Including Taxes)	(14,735.83)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(2,947.20)
Less Deductible	(0.00)
	<hr/>
Net Actual Cash Value Payment	<u><u>\$14,069.54</u></u>

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	14,735.83
General Contractor O&P on Depreciation	2,947.20
Replacement Cost Benefits	<hr/> 17,683.03
Total Maximum Additional Amount Available If Incurred	<hr/> 17,683.03
Total Amount of Claim If Incurred	<u><u>\$31,752.57</u></u>

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

Summary for Line 005 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	25,831.01
Material Sales Tax	629.44
	<hr/>
Subtotal	26,460.45
General Contractor Overhead	2,646.06
General Contractor Profit	2,646.06
	<hr/>
Replacement Cost Value (Including General Contractor Overhead and Profit)	31,752.57
Less Depreciation (Including Taxes)	(14,735.83)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(2,947.20)
Less Deductible	(0.00)
	<hr/>
Net Actual Cash Value Payment	<u>\$14,069.54</u>

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	14,735.83
General Contractor O&P on Depreciation	2,947.20
Replacement Cost Benefits	<hr/> 17,683.03
Total Maximum Additional Amount Available If Incurred	<hr/> 17,683.03
Total Amount of Claim If Incurred	<u>\$31,752.57</u>

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

Summary for Line 006 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	25,831.01
Material Sales Tax	629.44
Subtotal	26,460.45
General Contractor Overhead	2,646.06
General Contractor Profit	2,646.06
Replacement Cost Value (Including General Contractor Overhead and Profit)	31,752.57
Less Depreciation (Including Taxes)	(14,735.83)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(2,947.20)
Less Deductible	(0.00)
Net Actual Cash Value Payment	\$14,069.54

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	14,735.83
General Contractor O&P on Depreciation	2,947.20
Replacement Cost Benefits	17,683.03
Total Maximum Additional Amount Available If Incurred	17,683.03
Total Amount of Claim If Incurred	\$31,752.57

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

Summary for Line 009 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	33,053.24
Material Sales Tax	762.45
Subtotal	33,815.69
General Contractor Overhead	3,381.57
General Contractor Profit	3,381.57
Replacement Cost Value (Including General Contractor Overhead and Profit)	40,578.83
Less Depreciation (Including Taxes)	(17,884.36)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(3,576.86)
Less Deductible	(0.00)
Net Actual Cash Value Payment	\$19,117.61

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	17,884.36
General Contractor O&P on Depreciation	3,576.86
Replacement Cost Benefits	21,461.22
Total Maximum Additional Amount Available If Incurred	21,461.22
Total Amount of Claim If Incurred	\$40,578.83

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

Summary for Line 011 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	25,831.01
Material Sales Tax	629.44
Subtotal	26,460.45
General Contractor Overhead	2,646.06
General Contractor Profit	2,646.06
Replacement Cost Value (Including General Contractor Overhead and Profit)	31,752.57
Less Depreciation (Including Taxes)	(14,735.83)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(2,947.20)
Less Deductible	(0.00)
Net Actual Cash Value Payment	\$14,069.54

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	14,735.83
General Contractor O&P on Depreciation	2,947.20
Replacement Cost Benefits	17,683.03
Total Maximum Additional Amount Available If Incurred	17,683.03
Total Amount of Claim If Incurred	\$31,752.57

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

Summary for Line 012 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	33,053.24
Material Sales Tax	762.45
Subtotal	33,815.69
General Contractor Overhead	3,381.57
General Contractor Profit	3,381.57
Replacement Cost Value (Including General Contractor Overhead and Profit)	40,578.83
Less Depreciation (Including Taxes)	(17,884.36)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(3,576.86)
Less Deductible	(0.00)
Net Actual Cash Value Payment	\$19,117.61

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	17,884.36
General Contractor O&P on Depreciation	3,576.86
Replacement Cost Benefits	21,461.22
Total Maximum Additional Amount Available If Incurred	21,461.22
Total Amount of Claim If Incurred	\$40,578.83

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

Summary for Line 013 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	25,831.01
Material Sales Tax	629.44
Subtotal	26,460.45
General Contractor Overhead	2,646.06
General Contractor Profit	2,646.06
Replacement Cost Value (Including General Contractor Overhead and Profit)	31,752.57
Less Depreciation (Including Taxes)	(14,735.83)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(2,947.20)
Less Deductible	(0.00)
Net Actual Cash Value Payment	\$14,069.54

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	14,735.83
General Contractor O&P on Depreciation	2,947.20
Replacement Cost Benefits	17,683.03
Total Maximum Additional Amount Available If Incurred	17,683.03
Total Amount of Claim If Incurred	\$31,752.57

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

Summary for Line 014 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	25,831.01
Material Sales Tax	629.44
Subtotal	26,460.45
General Contractor Overhead	2,646.06
General Contractor Profit	2,646.06
Replacement Cost Value (Including General Contractor Overhead and Profit)	31,752.57
Less Depreciation (Including Taxes)	(14,735.83)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(2,947.20)
Less Deductible	(0.00)
Net Actual Cash Value Payment	\$14,069.54

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	14,735.83
General Contractor O&P on Depreciation	2,947.20
Replacement Cost Benefits	17,683.03
Total Maximum Additional Amount Available If Incurred	17,683.03
Total Amount of Claim If Incurred	\$31,752.57

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured: THE CONDOMINIUM AT NORTHPOINTE
 Property: 31-37 Northpointe Ln;Bldg 10
 Newark, OH 43055
 Business: 740-404-1006
 Type of Loss: Wind Damage
 Deductible: \$0.00
 Date of Loss: 4/2/2016
 Date Inspected: 5/13/2016

Estimate: 35-8L16-895
 Claim Number: 358L16895
 Policy Number: 95-KB-8359-4
 Price List: OHNE28_MAY16
 Restoration/Service/Remodel

**Summary for Line 001 - Coverage A - Dwelling - 35 Windstorm and Hail
 - BC**

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	<u>0.00</u>

Maximum Additional Amounts Available If Incurred:

Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or contracted to be completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Total Line Items Paid When Incurred (PWI) (Including Taxes)	6,175.43
General Contractor Overhead	617.54
General Contractor Profit	617.54
Total Maximum Additional Amount Available If Incurred	<u>7,410.51</u>
Total Amount of Claim If Incurred	<u>\$7,410.51</u>

Jeznach, Vince
 844-458-4300 x 9726572457
 Jordan, Brandon

**ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND
 LIMITS OF YOUR POLICY.**

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

**Summary for Line 002 - Coverage A - Dwelling - 35 Windstorm and Hail
- BC**

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	<u>\$0.00</u>

Maximum Additional Amounts Available If Incurred:

Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or contracted to be completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Total Line Items Paid When Incurred (PWI) (Including Taxes)	4,686.82
General Contractor Overhead	468.68
General Contractor Profit	468.68
Total Maximum Additional Amount Available If Incurred	<u>5,624.18</u>
Total Amount of Claim If Incurred	<u>\$5,624.18</u>

 Jeznach, Vince
 844-458-4300 x 9726572457
 Jordan, Brandon

**ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND
LIMITS OF YOUR POLICY.**

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

**Summary for Line 003 - Coverage A - Dwelling - 35 Windstorm and Hail
- BC**

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	<u>0.00</u>

Maximum Additional Amounts Available If Incurred:

Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or contracted to be completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Total Line Items Paid When Incurred (PWI) (Including Taxes)	6,175.43
General Contractor Overhead	617.54
General Contractor Profit	617.54
	<u>7,410.51</u>
Total Maximum Additional Amount Available If Incurred	<u>7,410.51</u>
Total Amount of Claim If Incurred	<u><u>\$7,410.51</u></u>

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

**Summary for Line 004 - Coverage A - Dwelling - 35 Windstorm and Hail
- BC**

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	<u>0.00</u>

Maximum Additional Amounts Available If Incurred:

Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or contracted to be completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Total Line Items Paid When Incurred (PWI) (Including Taxes)	4,686.82
General Contractor Overhead	468.68
General Contractor Profit	468.68
Total Maximum Additional Amount Available If Incurred	<u>5,624.18</u>
Total Amount of Claim If Incurred	<u><u>\$5,624.18</u></u>

 Jeznach, Vince
 844-458-4300 x 9726572457
 Jordan, Brandon

**ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND
LIMITS OF YOUR POLICY.**

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

**Summary for Line 005 - Coverage A - Dwelling - 35 Windstorm and Hail
- BC**

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	<u>0.00</u>

Maximum Additional Amounts Available If Incurred:

Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or contracted to be completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Total Line Items Paid When Incurred (PWI) (Including Taxes)	4,686.82
General Contractor Overhead	468.68
General Contractor Profit	468.68
Total Maximum Additional Amount Available If Incurred	<u>5,624.18</u>
Total Amount of Claim If Incurred	<u>\$5,624.18</u>

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

**Summary for Line 006 - Coverage A - Dwelling - 35 Windstorm and Hail
- BC**

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	\$0.00

Maximum Additional Amounts Available If Incurred:

Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or contracted to be completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Total Line Items Paid When Incurred (PWI) (Including Taxes)	4,686.82
General Contractor Overhead	468.68
General Contractor Profit	468.68
	5,624.18
Total Maximum Additional Amount Available If Incurred	5,624.18
Total Amount of Claim If Incurred	\$5,624.18

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured: THE CONDOMINIUM AT NORTHPOINTE
 Property: 31-37 Northpointe Ln;Bldg 10
 Newark, OH 43055
 Business: 740-404-1006
 Type of Loss: Wind Damage
 Deductible: \$0.00
 Date of Loss: 4/2/2016
 Date Inspected: 5/13/2016

Estimate: 35-8L16-895
 Claim Number: 358L16895
 Policy Number: 95-KB-8359-4
 Price List: OHNE28_MAY16
 Restoration/Service/Remodel

Summary for Lline 009 - Coverage A - Dwelling - 35 Windstorm and Hail - BC

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	\$0.00

Maximum Additional Amounts Available If Incurred:

Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or contracted to be completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Total Line Items Paid When Incurred (PWI) (Including Taxes)	6,175.43
General Contractor Overhead	617.54
General Contractor Profit	617.54
Total Maximum Additional Amount Available If Incurred	7,410.51
Total Amount of Claim If Incurred	\$7,410.51

Jeznach, Vince
 844-458-4300 x 9726572457
 Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

**Summary for Line 011 - Coverage A - Dwelling - 35 Windstorm and Hail
- BC**

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	<u>\$0.00</u>

Maximum Additional Amounts Available If Incurred:

Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or contracted to be completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Total Line Items Paid When Incurred (PWI) (Including Taxes)	4,686.82
General Contractor Overhead	468.68
General Contractor Profit	468.68
Total Maximum Additional Amount Available If Incurred	<u>5,624.18</u>
Total Amount of Claim If Incurred	<u>\$5,624.18</u>

 Jeznach, Vince
 844-458-4300 x 9726572457
 Jordan, Brandon

**ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND
LIMITS OF YOUR POLICY.**

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

**Summary for Line 012 - Coverage A - Dwelling - 35 Windstorm and Hail
- BC**

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	\$0.00

Maximum Additional Amounts Available If Incurred:

Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or contracted to be completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Total Line Items Paid When Incurred (PWI) (Including Taxes)	6,175.43
General Contractor Overhead	617.54
General Contractor Profit	617.54
Total Maximum Additional Amount Available If Incurred	7,410.51
Total Amount of Claim If Incurred	\$7,410.51

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

**ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND
LIMITS OF YOUR POLICY.**

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

**Summary for Line 013 - Coverage A - Dwelling - 35 Windstorm and Hail
- BC**

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	<u>\$0.00</u>

Maximum Additional Amounts Available If Incurred:

Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or contracted to be completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Total Line Items Paid When Incurred (PWI) (Including Taxes)	4,686.82
General Contractor Overhead	468.68
General Contractor Profit	468.68
Total Maximum Additional Amount Available If Incurred	<u>5,624.18</u>
Total Amount of Claim If Incurred	<u>\$5,624.18</u>

Jeznach, Vince
844-458-4300 x 9726572457
Jordan, Brandon

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Insured:	THE CONDOMINIUM AT NORTHPOINTE	Estimate:	35-8L16-895
Property:	31-37 Northpointe Ln;Bldg 10 Newark, OH 43055	Claim Number:	358L16895
Business:	740-404-1006	Policy Number:	95-KB-8359-4
Type of Loss:	Wind Damage	Price List:	OHNE28_MAY16 Restoration/Service/Remodel
Deductible:	\$0.00		
Date of Loss:	4/2/2016		
Date Inspected:	5/13/2016		

**Summary for Line 014 - Coverage A - Dwelling - 35 Windstorm and Hail
- BC**

Line Item Total	0.00
Replacement Cost Value	0.00
Less Deductible	(0.00)
Net Payment	<u>\$0.00</u>

Maximum Additional Amounts Available If Incurred:

Paid When Incurred (PWI) items refer to items, which may not be necessary in the repair of your property damaged by a covered loss. If incurred, or contracted to be completed, reimbursement of reasonable costs will be made up to the maximum amounts identified as eligible for PWI in the estimate.

Total Line Items Paid When Incurred (PWI) (Including Taxes)	4,686.82
General Contractor Overhead	468.68
General Contractor Profit	468.68
Total Maximum Additional Amount Available If Incurred	<u>5,624.18</u>
Total Amount of Claim If Incurred	<u>\$5,624.18</u>

 Jeznach, Vince
 844-458-4300 x 9726572457
 Jordan, Brandon

**ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND
LIMITS OF YOUR POLICY.**



Explanation of Building Replacement Cost Benefits

Condo Policy

Line 001 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: THE CONDOMINIUM AT NORTHPOINTE
 Address: 31-37 Northpointe Ln;Bldg 10
 City: Newark
 State/Zip: OH, 43055

Insured: THE CONDOMINIUM AT
 Date of Loss: 4/2/2016

Claim Number: 358L16895
 Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property.
2. Notify us of your intent to do so within 180 days of the loss.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is **\$40,578.83**. The enclosed claim payment to you of **\$18,117.61** is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is **\$21,461.22**.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



Explanation of Building Replacement Cost Benefits

Condo Policy

Line 002 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: THE CONDOMINIUM AT NORTHPOINTE
 Address: 31-37 Northpointe Ln;Bldg 10
 City: Newark
 State/Zip: OH, 43055

Insured: THE CONDOMINIUM AT
 Date of Loss: 4/2/2016

Claim Number: 358L16895
 Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property.
2. Notify us of your intent to do so within 180 days of the loss.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is **\$31,752.57**. The enclosed claim payment to you of **\$14,069.54** is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is **\$17,683.03**.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



Explanation of Building Replacement Cost Benefits

Condo Policy

Line 003 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: THE CONDOMINIUM AT NORTHPOINTE
 Address: 31-37 Northpointe Ln;Bldg 10
 City: Newark
 State/Zip: OH, 43055

Insured: THE CONDOMINIUM AT
 Date of Loss: 4/2/2016

Claim Number: 358L16895
 Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property.
2. Notify us of your intent to do so within 180 days of the loss.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is **\$40,578.83**. The enclosed claim payment to you of **\$19,117.61** is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is **\$21,461.22**.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



Explanation of Building Replacement Cost Benefits

Condo Policy

Line 004 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: THE CONDOMINIUM AT NORTHPOINTE
 Address: 31-37 Northpointe Ln;Bldg 10
 City: Newark
 State/Zip: OH, 43055

Insured: THE CONDOMINIUM AT
 Date of Loss: 4/2/2016

Claim Number: 358L16895
 Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property.
2. Notify us of your intent to do so within 180 days of the loss.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is **\$31,752.57**. The enclosed claim payment to you of **\$14,069.54** is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is **\$17,683.03**.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



Explanation of Building Replacement Cost Benefits

Condo Policy

Line 005 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: THE CONDOMINIUM AT NORTHPOINTE
 Address: 31-37 Northpointe Ln;Bldg 10
 City: Newark
 State/Zip: OH, 43055

Insured: THE CONDOMINIUM AT
 Date of Loss: 4/2/2016

Claim Number: 358L16895
 Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property.
2. Notify us of your intent to do so within 180 days of the loss.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is **\$31,752.57**. The enclosed claim payment to you of **\$14,069.54** is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is **\$17,683.03**.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



Explanation of Building Replacement Cost Benefits

Condo Policy

Line 006 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: THE CONDOMINIUM AT NORTHPOINTE
 Address: 31-37 Northpointe Ln;Bldg 10
 City: Newark
 State/Zip: OH, 43055

Insured: THE CONDOMINIUM AT
 Date of Loss: 4/2/2016

Claim Number: 358L16895
 Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property.
2. Notify us of your intent to do so within 180 days of the loss.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is **\$31,752.57**. The enclosed claim payment to you of **\$14,069.54** is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is **\$17,683.03**.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



Explanation of Building Replacement Cost Benefits

Condo Policy

Line 009 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: THE CONDOMINIUM AT NORTHPOINTE
 Address: 31-37 Northpointe Ln;Bldg 10
 City: Newark
 State/Zip: OH, 43055

Insured: THE CONDOMINIUM AT
 Date of Loss: 4/2/2016

Claim Number: 358L16895
 Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property.
2. Notify us of your intent to do so within 180 days of the loss.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is **\$40,578.83**. The enclosed claim payment to you of **\$19,117.61** is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is **\$21,461.22**.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



Explanation of Building Replacement Cost Benefits

Condo Policy

Line 011 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: THE CONDOMINIUM AT NORTHPOINTE
 Address: 31-37 Northpointe Ln;Bldg 10
 City: Newark
 State/Zip: OH, 43055

Insured: THE CONDOMINIUM AT
 Date of Loss: 4/2/2016

Claim Number: 358L16895
 Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property.
2. Notify us of your intent to do so within 180 days of the loss.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is **\$31,752.57**. The enclosed claim payment to you of **\$14,069.54** is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is **\$17,683.03**.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



Explanation of Building Replacement Cost Benefits

Condo Policy

Line 012 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: THE CONDOMINIUM AT NORTHPOINTE
Address: 31-37 Northpointe Ln;Bldg 10
City: Newark
State/Zip: OH, 43055

Insured: THE CONDOMINIUM AT
Date of Loss: 4/2/2016

Claim Number: 358L16895
Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property.
2. Notify us of your intent to do so within 180 days of the loss.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is **\$40,578.83**. The enclosed claim payment to you of **\$19,117.61** is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is **\$21,461.22**.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



Explanation of Building Replacement Cost Benefits

Condo Policy

Line 013 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: THE CONDOMINIUM AT NORTHPOINTE
 Address: 31-37 Northpointe Ln;Bldg 10
 City: Newark
 State/Zip: OH, 43055

Insured: THE CONDOMINIUM AT Claim Number: 358L16895
 Date of Loss: 4/2/2016 Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property.
2. Notify us of your intent to do so within 180 days of the loss.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is **\$31,752.57**. The enclosed claim payment to you of **\$14,069.54** is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is **\$17,683.03**.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



Explanation of Building Replacement Cost Benefits

Condo Policy

Line 014 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: THE CONDOMINIUM AT NORTHPOINTE
 Address: 31-37 Northpointe Ln;Bldg 10
 City: Newark
 State/Zip: OH, 43055

Insured: THE CONDOMINIUM AT
 Date of Loss: 4/2/2016

Claim Number: 358L16895
 Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property.
2. Notify us of your intent to do so within 180 days of the loss.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is **\$31,752.57**. The enclosed claim payment to you of **\$14,069.54** is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is **\$17,683.03**.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

State Farm

35-8L16-895

THE CONDOMINIUM AT NORTHPOINTE

Line 001-Units 81-87

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
1. Remove Tear off, haul and dispose of comp. shingles - 3 tab								
101.50 SQ	44.33	0.00	899.90	5,399.40				5,399.40
2. 3 tab - 25 yr. - composition shingle roofing - incl. felt								
117.00 SQ	197.44	682.50	4,756.60	28,539.58	17/25 yrs Avg.	(19,406.91) 68.00%		9,132.67
3. Remove Additional charge for steep roof - 7/12 to 9/12 slope								
27.12 SQ	11.22	0.00	60.86	365.15				365.15
4. Additional charge for steep roof - 7/12 to 9/12 slope								
31.19 SQ	36.78	0.00	229.44	1,376.61				1,376.61
5. Drip edge								
770.00 LF	1.83	29.03	287.62	1,725.75	17/35 yrs Avg.	(838.22) 48.57%		887.53
6. Ice & water shield								
4,024.00 SF	1.51	99.19	1,235.08	7,410.51			7,410.51	0.00
7. Continuous ridge vent - aluminum								
90.00 LF	7.32	19.18	135.60	813.58	17/35 yrs Avg.	(395.17) 48.57%		418.41
8. Roof vent - turtle type - Metal								
16.00 EA	50.29	17.70	164.46	986.80	17/35 yrs Avg.	(479.31) 48.57%		507.49
9. Flashing - pipe jack								
8.00 EA	34.99	5.05	57.00	341.97	17/35 yrs Avg.	(166.09) 48.57%		175.88
10. Exhaust cap - through roof - 6" to 8"								
4.00 EA	73.03	8.99	60.22	361.33	17/35 yrs Avg.	(175.52) 48.57%		185.81
11. Remove Additional charge for high roof (2 stories or greater)								
24.30 SQ	4.24	0.00	20.60	123.63				123.63
12. Additional charge for high roof (2 stories or greater)								
27.95 SQ	16.25	0.00	90.84	545.03				545.03
Totals: Line 001-Units 81-87		861.64	7,998.22	47,989.34		21,461.22	7,410.51	19,117.61

Line 002-Units 82-88

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
13. Remove Tear off, haul and dispose of comp. shingles - 3 tab								
89.83 SQ	44.33	0.00	796.44	4,778.60				4,778.60
14. 3 tab - 25 yr. - composition shingle roofing - incl. felt								
96.67 SQ	197.44	563.91	3,930.08	23,580.51	17/25 yrs Avg.	(16,034.75) 68.00%		7,545.76
15. Drip edge								
545.00 LF	1.83	20.55	203.60	1,221.50	17/35 yrs Avg.	(593.31) 48.57%		628.19
16. Continuous ridge vent - aluminum								
70.00 LF	7.32	14.92	105.46	632.78	17/35 yrs Avg.	(307.35) 48.57%		325.43
17. Continuous ridge vent - shingle-over style								
9.00 LF	7.35	1.94	13.62	81.71	17/35 yrs Avg.	(39.69) 48.57%		42.02
18. Roof vent - turtle type - Metal								
15.00 EA	50.29	16.60	154.20	925.15	17/35 yrs Avg.	(449.36) 48.57%		475.79
19. Ice & water shield								
3,054.00 SF	1.51	75.28	937.36	5,624.18			5,624.18	0.00
20. Exhaust cap - through roof - 6" to 8"								
4.00 EA	73.03	8.99	60.22	361.33	17/35 yrs Avg.	(175.52) 48.57%		185.81
21. Flashing - pipe jack								
4.00 EA	34.99	2.53	28.50	170.99	17/35 yrs Avg.	(83.05) 48.57%		87.94
Totals: Line 002-Units 82-88		704.72	6,229.48	37,376.75		17,683.03	5,624.18	14,069.54

Line 003-Units 71-77

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
22. Remove Tear off, haul and dispose of comp. shingles - 3 tab								
101.50 SQ	44.33	0.00	899.90	5,399.40				5,399.40
23. 3 tab - 25 yr. - composition shingle roofing - incl. felt								
117.00 SQ	197.44	682.50	4,756.60	28,539.58	17/25 yrs Avg.	(19,406.91) 68.00%		9,132.67
24. Remove Additional charge for steep roof - 7/12 to 9/12 slope								
27.12 SQ	11.22	0.00	60.86	365.15				365.15
25. Additional charge for steep roof - 7/12 to 9/12 slope								
31.19 SQ	36.78	0.00	229.44	1,376.61				1,376.61

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

CONTINUED - Line 003-Units 71-77

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
26. Drip edge 770.00 LF	1.83	29.03	287.62	1,725.75	17/35 yrs Avg.	(838.22) 48.57%		887.53
27. Ice & water shield 4,024.00 SF	1.51	99.19	1,235.08	7,410.51			7,410.51	0.00
28. Continuous ridge vent - aluminum 90.00 LF	7.32	19.18	135.60	813.58	17/35 yrs Avg.	(395.17) 48.57%		418.41
29. Roof vent - turtle type - Metal 16.00 EA	50.29	17.70	164.46	986.80	17/35 yrs Avg.	(479.31) 48.57%		507.49
30. Flashing - pipe jack 8.00 EA	34.99	5.05	57.00	341.97	17/35 yrs Avg.	(166.09) 48.57%		175.88
31. Exhaust cap - through roof - 6" to 8" 4.00 EA	73.03	8.99	60.22	361.33	17/35 yrs Avg.	(175.52) 48.57%		185.81
32. Remove Additional charge for high roof (2 stories or greater) 24.30 SQ	4.24	0.00	20.60	123.63				123.63
33. Additional charge for high roof (2 stories or greater) 27.95 SQ	16.25	0.00	90.84	545.03				545.03
Totals: Line 003-Units 71-77		861.64	7,998.22	47,989.34		21,461.22	7,410.51	19,117.61

Line 004-Units 72-78

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
34. Remove Tear off, haul and dispose of comp. shingles - 3 tab 89.83 SQ	44.33	0.00	796.44	4,778.60				4,778.60
35. 3 tab - 25 yr. - composition shingle roofing - incl. felt 96.67 SQ	197.44	563.91	3,930.08	23,580.51	17/25 yrs Avg.	(16,034.75) 68.00%		7,545.76
36. Drip edge 545.00 LF	1.83	20.55	203.60	1,221.50	17/35 yrs Avg.	(593.31) 48.57%		628.19

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

CONTINUED - Line 004-Units 72-78

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
37. Continuous ridge vent - aluminum								
70.00 LF	7.32	14.92	105.46	632.78	17/35 yrs Avg.	(307.35) 48.57%		325.43
38. Continuous ridge vent - shingle-over style								
9.00 LF	7.35	1.94	13.62	81.71	17/35 yrs Avg.	(39.69) 48.57%		42.02
39. Roof vent - turtle type - Metal								
15.00 EA	50.29	16.60	154.20	925.15	17/35 yrs Avg.	(449.36) 48.57%		475.79
40. Ice & water shield								
3,054.00 SF	1.51	75.28	937.36	5,624.18			5,624.18	0.00
41. Exhaust cap - through roof - 6" to 8"								
4.00 EA	73.03	8.99	60.22	361.33	17/35 yrs Avg.	(175.52) 48.57%		185.81
42. Flashing - pipe jack								
4.00 EA	34.99	2.53	28.50	170.99	17/35 yrs Avg.	(83.05) 48.57%		87.94
Totals: Line 004-Units 72-78		704.72	6,229.48	37,376.75		17,683.03	5,624.18	14,069.54

Line 005-Units 61-67

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
43. Remove Tear off, haul and dispose of comp. shingles - 3 tab								
89.83 SQ	44.33	0.00	796.44	4,778.60				4,778.60
44. 3 tab - 25 yr. - composition shingle roofing - incl. felt								
96.67 SQ	197.44	563.91	3,930.08	23,580.51	17/25 yrs Avg.	(16,034.75) 68.00%		7,545.76
45. Drip edge								
545.00 LF	1.83	20.55	203.60	1,221.50	17/35 yrs Avg.	(593.31) 48.57%		628.19
46. Continuous ridge vent - aluminum								
70.00 LF	7.32	14.92	105.46	632.78	17/35 yrs Avg.	(307.35) 48.57%		325.43
47. Continuous ridge vent - shingle-over style								
9.00 LF	7.35	1.94	13.62	81.71	17/35 yrs Avg.	(39.69) 48.57%		42.02

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

CONTINUED - Line 005-Units 61-67

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
48. Roof vent - turtle type - Metal								
15.00 EA	50.29	16.60	154.20	925.15	17/35 yrs Avg.	(449.36) 48.57%		475.79
49. Ice & water shield								
3,054.00 SF	1.51	75.28	937.36	5,624.18			5,624.18	0.00
50. Exhaust cap - through roof - 6" to 8"								
4.00 EA	73.03	8.99	60.22	361.33	17/35 yrs Avg.	(175.52) 48.57%		185.81
51. Flashing - pipe jack								
4.00 EA	34.99	2.53	28.50	170.99	17/35 yrs Avg.	(83.05) 48.57%		87.94
Totals: Line 005-Units 61-67		704.72	6,229.48	37,376.75		17,683.03	5,624.18	14,069.54

Line 006-Units 62-68

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
52. Remove Tear off, haul and dispose of comp. shingles - 3 tab								
89.83 SQ	44.33	0.00	796.44	4,778.60				4,778.60
53. 3 tab - 25 yr. - composition shingle roofing - incl. felt								
96.67 SQ	197.44	563.91	3,930.08	23,580.51	17/25 yrs Avg.	(16,034.75) 68.00%		7,545.76
54. Drip edge								
545.00 LF	1.83	20.55	203.60	1,221.50	17/35 yrs Avg.	(593.31) 48.57%		628.19
55. Continuous ridge vent - aluminum								
70.00 LF	7.32	14.92	105.46	632.78	17/35 yrs Avg.	(307.35) 48.57%		325.43
56. Continuous ridge vent - shingle-over style								
9.00 LF	7.35	1.94	13.62	81.71	17/35 yrs Avg.	(39.69) 48.57%		42.02
57. Roof vent - turtle type - Metal								
15.00 EA	50.29	16.60	154.20	925.15	17/35 yrs Avg.	(449.36) 48.57%		475.79
58. Ice & water shield								
3,054.00 SF	1.51	75.28	937.36	5,624.18			5,624.18	0.00

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

CONTINUED - Line 006-Units 62-68

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
59. Exhaust cap - through roof - 6" to 8"								
4.00 EA	73.03	8.99	60.22	361.33	17/35 yrs Avg.	(175.52) 48.57%		185.81
60. Flashing - pipe jack								
4.00 EA	34.99	2.53	28.50	170.99	17/35 yrs Avg.	(83.05) 48.57%		87.94
Totals: Line 006-Units 62-68		704.72	6,229.48	37,376.75		17,683.03	5,624.18	14,069.54

Line 009-Units 51-57

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
61. Remove Tear off, haul and dispose of comp. shingles - 3 tab								
101.50 SQ	44.33	0.00	899.90	5,399.40				5,399.40
62. 3 tab - 25 yr. - composition shingle roofing - incl. felt								
117.00 SQ	197.44	682.50	4,756.60	28,539.58	17/25 yrs Avg.	(19,406.91) 68.00%		9,132.67
63. Remove Additional charge for steep roof - 7/12 to 9/12 slope								
27.12 SQ	11.22	0.00	60.86	365.15				365.15
64. Additional charge for steep roof - 7/12 to 9/12 slope								
31.19 SQ	36.78	0.00	229.44	1,376.61				1,376.61
65. Drip edge								
770.00 LF	1.83	29.03	287.62	1,725.75	17/35 yrs Avg.	(838.22) 48.57%		887.53
66. Ice & water shield								
4,024.00 SF	1.51	99.19	1,235.08	7,410.51			7,410.51	0.00
67. Continuous ridge vent - aluminum								
90.00 LF	7.32	19.18	135.60	813.58	17/35 yrs Avg.	(395.17) 48.57%		418.41
68. Roof vent - turtle type - Metal								
16.00 EA	50.29	17.70	164.46	986.80	17/35 yrs Avg.	(479.31) 48.57%		507.49
69. Flashing - pipe jack								
8.00 EA	34.99	5.05	57.00	341.97	17/35 yrs Avg.	(166.09) 48.57%		175.88

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

CONTINUED - Line 009-Units 51-57

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
70. Exhaust cap - through roof - 6" to 8"								
4.00 EA	73.03	8.99	60.22	361.33	17/35 yrs Avg.	(175.52) 48.57%		185.81
71. Remove Additional charge for high roof (2 stories or greater)								
24.30 SQ	4.24	0.00	20.60	123.63				123.63
72. Additional charge for high roof (2 stories or greater)								
27.95 SQ	16.25	0.00	90.84	545.03				545.03
Totals: Line 009-Units 51-57		861.64	7,998.22	47,989.34		21,461.22	7,410.51	19,117.61

Line 011-Units 52-58

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
73. Remove Tear off, haul and dispose of comp. shingles - 3 tab								
89.83 SQ	44.33	0.00	796.44	4,778.60				4,778.60
74. 3 tab - 25 yr. - composition shingle roofing - incl. felt								
96.67 SQ	197.44	563.91	3,930.08	23,580.51	17/25 yrs Avg.	(16,034.75) 68.00%		7,545.76
75. Drip edge								
545.00 LF	1.83	20.55	203.60	1,221.50	17/35 yrs Avg.	(593.31) 48.57%		628.19
76. Continuous ridge vent - aluminum								
70.00 LF	7.32	14.92	105.46	632.78	17/35 yrs Avg.	(307.35) 48.57%		325.43
77. Continuous ridge vent - shingle-over style								
9.00 LF	7.35	1.94	13.62	81.71	17/35 yrs Avg.	(39.69) 48.57%		42.02
78. Roof vent - turtle type - Metal								
15.00 EA	50.29	16.60	154.20	925.15	17/35 yrs Avg.	(449.36) 48.57%		475.79
79. Ice & water shield								
3,054.00 SF	1.51	75.28	937.36	5,624.18			5,624.18	0.00
80. Exhaust cap - through roof - 6" to 8"								
4.00 EA	73.03	8.99	60.22	361.33	17/35 yrs Avg.	(175.52) 48.57%		185.81

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

CONTINUED - Line 011-Units 52-58

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
81. Flashing - pipe jack								
4.00 EA	34.99	2.53	28.50	170.99	17/35 yrs Avg.	(83.05) 48.57%		87.94
Totals: Line 011-Units 52-58		704.72	6,229.48	37,376.75		17,683.03	5,624.18	14,069.54

Line 012-Units 41-47

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
82. Remove Tear off, haul and dispose of comp. shingles - 3 tab								
101.50 SQ	44.33	0.00	899.90	5,399.40				5,399.40
83. 3 tab - 25 yr. - composition shingle roofing - incl. felt								
117.00 SQ	197.44	682.50	4,756.60	28,539.58	17/25 yrs Avg.	(19,406.91) 68.00%		9,132.67
84. Remove Additional charge for steep roof - 7/12 to 9/12 slope								
27.12 SQ	11.22	0.00	60.86	365.15				365.15
85. Additional charge for steep roof - 7/12 to 9/12 slope								
31.19 SQ	36.78	0.00	229.44	1,376.61				1,376.61
86. Drip edge								
770.00 LF	1.83	29.03	287.62	1,725.75	17/35 yrs Avg.	(838.22) 48.57%		887.53
87. Ice & water shield								
4,024.00 SF	1.51	99.19	1,235.08	7,410.51			7,410.51	0.00
88. Continuous ridge vent - aluminum								
90.00 LF	7.32	19.18	135.60	813.58	17/35 yrs Avg.	(395.17) 48.57%		418.41
89. Flashing - pipe jack								
8.00 EA	34.99	5.05	57.00	341.97	17/35 yrs Avg.	(166.09) 48.57%		175.88
90. Roof vent - turtle type - Metal								
16.00 EA	50.29	17.70	164.46	986.80	17/35 yrs Avg.	(479.31) 48.57%		507.49
91. Exhaust cap - through roof - 6" to 8"								
4.00 EA	73.03	8.99	60.22	361.33	17/35 yrs Avg.	(175.52) 48.57%		185.81
92. Remove Additional charge for high roof (2 stories or greater)								
24.30 SQ	4.24	0.00	20.60	123.63				123.63

Date: 6/6/2016 9:56 AM

Page: 43

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

CONTINUED - Line 012-Units 41-47

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
93. Additional charge for high roof (2 stories or greater)								
27.95 SQ	16.25	0.00	90.84	545.03				545.03
Totals: Line 012-Units 41-47		861.64	7,998.22	47,989.34		21,461.22	7,410.51	19,117.61

Line 013-Units 31-37

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
94. Remove Tear off, haul and dispose of comp. shingles - 3 tab								
89.83 SQ	44.33	0.00	796.44	4,778.60				4,778.60
95. 3 tab - 25 yr. - composition shingle roofing - incl. felt								
96.67 SQ	197.44	563.91	3,930.08	23,580.51	17/25 yrs Avg.	(16,034.75) 68.00%		7,545.76
96. Drip edge								
545.00 LF	1.83	20.55	203.60	1,221.50	17/35 yrs Avg.	(593.31) 48.57%		628.19
97. Continuous ridge vent - aluminum								
70.00 LF	7.32	14.92	105.46	632.78	17/35 yrs Avg.	(307.35) 48.57%		325.43
98. Continuous ridge vent - shingle-over style								
9.00 LF	7.35	1.94	13.62	81.71	17/35 yrs Avg.	(39.69) 48.57%		42.02
99. Roof vent - turtle type - Metal								
15.00 EA	50.29	16.60	154.20	925.15	17/35 yrs Avg.	(449.36) 48.57%		475.79
100. Ice & water shield								
3,054.00 SF	1.51	75.28	937.36	5,624.18			5,624.18	0.00
101. Exhaust cap - through roof - 6" to 8"								
4.00 EA	73.03	8.99	60.22	361.33	17/35 yrs Avg.	(175.52) 48.57%		185.81
102. Flashing - pipe jack								
4.00 EA	34.99	2.53	28.50	170.99	17/35 yrs Avg.	(83.05) 48.57%		87.94
Totals: Line 013-Units 31-37		704.72	6,229.48	37,376.75		17,683.03	5,624.18	14,069.54

State Farm

THE CONDOMINIUM AT NORTHPOINTE

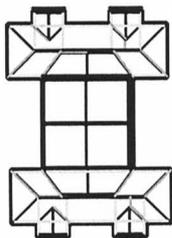
35-8L16-895

Line 014-Units 32-28

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

	QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
103. Remove Tear off, haul and dispose of comp. shingles - 3 tab									
89.83 SQ	44.33	0.00	796.44	4,778.60					4,778.60
104. 3 tab - 25 yr. - composition shingle roofing - incl. felt									
96.67 SQ	197.44	563.91	3,930.08	23,580.51	17/25 yrs Avg.	(16,034.75) 68.00%			7,545.76
105. Drip edge									
545.00 LF	1.83	20.55	203.60	1,221.50	17/35 yrs Avg.	(593.31) 48.57%			628.19
106. Continuous ridge vent - aluminum									
70.00 LF	7.32	14.92	105.46	632.78	17/35 yrs Avg.	(307.35) 48.57%			325.43
107. Continuous ridge vent - shingle-over style									
9.00 LF	7.35	1.94	13.62	81.71	17/35 yrs Avg.	(39.69) 48.57%			42.02
108. Roof vent - turtle type - Metal									
15.00 EA	50.29	16.60	154.20	925.15	17/35 yrs Avg.	(449.36) 48.57%			475.79
109. Ice & water shield									
3,054.00 SF	1.51	75.28	937.36	5,624.18			5,624.18	0.00	
110. Exhaust cap - through roof - 6" to 8"									
4.00 EA	73.03	8.99	60.22	361.33	17/35 yrs Avg.	(175.52) 48.57%			185.81
111. Flashing - pipe jack									
4.00 EA	34.99	2.53	28.50	170.99	17/35 yrs Avg.	(83.05) 48.57%			87.94
Totals: Line 014-Units 32-28			704.72	6,229.48	37,376.75		17,683.03	5,624.18	14,069.54

Sample plan 1



Building Design 1

9,043.53 Surface Area	90.44 Number of Squares
784.10 Total Perimeter Length	255.81 Total Ridge Length
173.99 Total Hip Length	

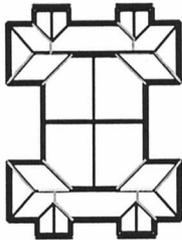
State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
This section of the estimate is a rendering of the sample plans for locations: -Line 001, units 81-87 -Line 003, units 71-77 -Line 009, units 51-57 -Line 012, units 41-47								
Totals: Building Design 1		0.00	0.00	0.00		0.00	0.00	0.00

Sample plan 2



Building Design 2

8,054.83	Surface Area	80.55	Number of Squares
531.14	Total Perimeter Length	243.32	Total Ridge Length
163.42	Total Hip Length		

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	PWI	ACV
This section of the estimate is a rendering of the sample plans for locations: -002, units 82-88 -004, units 72-78 -005, units 61-67 -006, units 62-68 -011, units 52-58 -013, units 31-47 -014, units 32-38								
Totals: Building Design 2		0.00	0.00	0.00		0.00	0.00	0.00
Line Item Totals: 35-8L16-895		8,379.60	75,599.24	453,594.61		209,626.09	69,011.30	174,957.22

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

COVERAGE	TAX	GCO&P	RCV	DEPREC.	PWI	ACV
Line 001 - Coverage A - Dwelling - 35 Windstorm and Hail	762.45	6,763.14	40,578.83	(21,461.22)	0.00	19,117.61
Line 002 - Coverage A - Dwelling - 35 Windstorm and Hail	629.44	5,292.12	31,752.57	(17,683.03)	0.00	14,069.54
Line 003 - Coverage A - Dwelling - 35 Windstorm and Hail	762.45	6,763.14	40,578.83	(21,461.22)	0.00	19,117.61
Line 004 - Coverage A - Dwelling - 35 Windstorm and Hail	629.44	5,292.12	31,752.57	(17,683.03)	0.00	14,069.54
Line 005 - Coverage A - Dwelling - 35 Windstorm and Hail	629.44	5,292.12	31,752.57	(17,683.03)	0.00	14,069.54
Line 006 - Coverage A - Dwelling - 35 Windstorm and Hail	629.44	5,292.12	31,752.57	(17,683.03)	0.00	14,069.54
Line 009 - Coverage A - Dwelling - 35 Windstorm and Hail	762.45	6,763.14	40,578.83	(21,461.22)	0.00	19,117.61
Line 011 - Coverage A - Dwelling - 35 Windstorm and Hail	629.44	5,292.12	31,752.57	(17,683.03)	0.00	14,069.54
Line 012 - Coverage A - Dwelling - 35 Windstorm and Hail	762.45	6,763.14	40,578.83	(21,461.22)	0.00	19,117.61
Line 013 - Coverage A - Dwelling - 35 Windstorm and Hail	629.44	5,292.12	31,752.57	(17,683.03)	0.00	14,069.54
Line 014 - Coverage A - Dwelling - 35 Windstorm and Hail	629.44	5,292.12	31,752.57	(17,683.03)	0.00	14,069.54
Line 001 - Coverage A - Dwelling - 35 Windstorm and Hail - BC	99.19	1,235.08	7,410.51	(0.00)	7,410.51	0.00
Line 002 - Coverage A - Dwelling - 35 Windstorm and Hail - BC	75.28	937.36	5,624.18	(0.00)	5,624.18	0.00
Line 003 - Coverage A - Dwelling - 35 Windstorm and Hail - BC	99.19	1,235.08	7,410.51	(0.00)	7,410.51	0.00
Line 004 - Coverage A - Dwelling - 35 Windstorm and Hail - BC	75.28	937.36	5,624.18	(0.00)	5,624.18	0.00
Line 005 - Coverage A - Dwelling - 35 Windstorm and Hail - BC	75.28	937.36	5,624.18	(0.00)	5,624.18	0.00
Line 006 - Coverage A - Dwelling - 35 Windstorm and Hail - BC	75.28	937.36	5,624.18	(0.00)	5,624.18	0.00
Line 009 - Coverage A - Dwelling - 35 Windstorm and Hail - BC	99.19	1,235.08	7,410.51	(0.00)	7,410.51	0.00
Line 011 - Coverage A - Dwelling - 35 Windstorm and Hail - BC	75.28	937.36	5,624.18	(0.00)	5,624.18	0.00
Line 012 - Coverage A - Dwelling - 35 Windstorm and Hail - BC	99.19	1,235.08	7,410.51	(0.00)	7,410.51	0.00
Line 013 - Coverage A - Dwelling - 35 Windstorm and Hail - BC	75.28	937.36	5,624.18	(0.00)	5,624.18	0.00
Line 014 - Coverage A - Dwelling - 35 Windstorm and Hail - BC	75.28	937.36	5,624.18	(0.00)	5,624.18	0.00
Total	8,379.60	75,599.24	453,594.61	(209,626.09)	69,011.30	174,957.22

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

Grand Total Areas:

6,216.47 Exterior Wall Area

17,098.36 Surface Area

499.13 Total Ridge Length

170.98 Number of Squares

337.41 Total Hip Length

2,630.48 Total Perimeter Length

State Farm

THE CONDOMINIUM AT NORTHPOINTE

35-8L16-895

Recap of Taxes, Overhead and Profit

	GC Overhead (10%)	GC Profit (10%)	Material Tax (0%)	Material Sales Tax (7.25%)	Cln Matl Tax (7.25%)	Cln&Carpet Svc Tax (7.25%)
Line Items						
	32,048.70	32,048.70	0.00	7,455.88	0.00	0.00
PWI Line Items						
	5,750.92	5,750.92	0.00	923.72	0.00	0.00
Total	37,799.62	37,799.62	0.00	8,379.60	0.00	0.00

EXHIBIT 6

117-6

Providing Insurance and Financial Services
Home Office, Bloomington, IL



April 13, 2017

Metro Public Adjustment
3551 Bristol Pike
Bensalem, PA 19020-4685

State Farm Claims
PO Box 106169
Atlanta GA 30348-6169

RE: Claim Number: 35-1055-6B2
Date of Loss: March 08, 2017
Our Insured:

Mark Jacoby:

We appreciate the opportunity to handle your claim.

Enclosed you will find a payment in the amount of \$9,792.65. At this time, we are paying your claim based on the cost of repairs with deduction for depreciation. Please refer to the attached estimate which outlines the basis for this actual cash value payment. Actual cash value is the replacement cost less allowance for reasonable depreciation based on the age and general condition of your property.

One of the provisions of your insurance policy is Replacement Cost Coverage. This coverage provides for payment of the actual, necessary cost of making repairs to your dwelling without any deduction for depreciation. However, your policy requires that repairs be completed before replacement benefits may be claimed.

The enclosed Explanation of Building Replacement Cost Benefits form indicates an additional amount of \$5,334.24 is available to you for replacement cost benefits and may be claimed upon completion of the repairs. The Explanation of Building Replacement Cost Benefits form outlines the requirements to receive these benefits. To make a supplemental claim simply confirm completion of repair or replacement by submitting invoices, receipts or other documentation.

If you obtain an estimate that exceeds the estimate provided, please contact your claim representative prior to beginning or authorizing repairs.

Depending upon the complexity of your repairs, our estimate may or may not include an allowance for a general contractor's overhead and profit. If you have questions regarding overhead and profit, or whether general contractor services are appropriate for your loss, please contact us before proceeding with repairs.

Your estimate includes items which may be payable under Option OL - Building Ordinance or Law coverage. Items covered under Option OL are payable when the dwelling is repaired or replaced. This amount would be in addition to the "Total Maximum Additional Amount Available

35-1055-6B2
Page 2
April 13, 2017

If Incurred". We will not pay more under Option OL than the amount you actually and necessarily spend subject to the terms, conditions and limits of the policy.

While State Farm® has inspected your residence, an inspection of the interior of your home did not occur. You advised that there was no interior damage in your home and, thus, no reason for State Farm to inspect the interior. If you become aware of interior damage you believe may relate to this loss, or would want State Farm to inspect the interior of your home, please contact me as soon as possible to schedule an inspection.

Sincerely,

Matthew Shultz
Independent Adjuster - External Claim Resource - Worley
(866) 787-8676 Ext. 4633

State Farm Fire and Casualty Company

Enclosures: Draft, Estimate

ERMIDIS, CHRISTINA

35-1055-6B2



State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Fax: 1-844-236-3646

Structural Damage Claim Policy

When you have a covered structural damage claim to your real property, you should know:

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- If you select a contractor whose estimate is the same as or lower than our estimate, based on the same scope of damages, we will pay based upon their estimate. If your contractor's estimate is higher than ours, you should contact your claim representative prior to beginning repairs.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.



Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only.

Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured: Smith, Joe & Jane	Estimate: 00-0000-000
Property: 1 Main Street	Claim number: 00-0000-000
Anywhere, IL 00000-0000	Policy Number: 00-00-0000-0
Type of Loss: Other	Price List: ILBL8F_MAR 13
Deductible: \$1,000.00	Restoration/Service/ Remodel
	F = Factored In, D = Do Not Apply

Summary for Dwelling

Line Item Total [1]		5,953.10
Material Sales Tax	@ 10.000% x 1,520.00	
Subtotal		6,105.10
General Contractor Overhead [2]	@ 10.0% x 6,105.10	610.51
General Contractor Profit	@ 10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit [3])		7,326.12
Less Depreciation (Including Taxes) [4]		(832.50)
Less General Contractor Overhead & Profit on Recoverable & Non - recoverable Depreciation		(166.50)
Less Deductible [5]		
Net Actual Cash Value Payment [6]		

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50
Less Non - recoverable Depreciation (Including Taxes) [7]	
Subtotal	312.50
General Contractor O&P on Depreciation	166.50
Less General Contractor O&P on Non - recoverable Depreciation	
Subtotal	
Total Maximum Additional Amounts Available If Incurred [8]	
Total Amount of Claim If Incurred [9]	

Claim Representative _____

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

1. **Line Item Total** – Total value of all line items in the estimate plus possible adjustments for *labor minimums*. *Labor Minimum* is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.
2. **General Contractor's Overhead and Profit** – General contractor's charge for coordinating your repairs.
3. **Replacement Cost Value (RCV)** – Estimated cost to repair or replace damaged property.
4. **Depreciation** – The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.
5. **Deductible** – The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.
6. **Net Actual Cash Value Payment (ACV)** – The repair or replacement cost of the damaged part of the property less *depreciation and deductible*.
7. **Non Recoverable Depreciation** – *Depreciation* applied to items that are not eligible for replacement cost benefits.
8. **Total Maximum Additional Amount if Incurred** – Total amount of recoverable depreciation after actual repair or replacement of the property.
9. **Total Amount of Claim if Incurred** – Total amount of the claim, including *net actual cash value payment and total maximum additional amount available if incurred*.

State Farm

ERMIDIS, CHRISTINA

35-1055-6B2

Insured: ERMIDIS, CHRISTINA
 Property: 1075 E 64th St
 Cleveland, OH 44103-1653
 Home: 216-932-3101
 Business: 216-881-0804
 Type of Loss: Wind Damage
 Deductible: \$1,000.00
 Date of Loss: 3/8/2017
 Date Inspected: 4/13/2017

Estimate: 35-1055-6B2
 Claim Number: 3510556B2
 Policy Number: 70-N5-7285-6
 Price List: OHCL28_MAR17
 Restoration/Service/Remodel

Summary for 001 - Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total		15,853.38
Material Sales Tax		273.51
Replacement Cost Value		16,126.89
Less Depreciation (Including Taxes)		(5,334.24)
Less Deductible		(1,000.00)
Net Actual Cash Value Payment		<u>\$9,792.65</u>

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	5,334.24	
Replacement Cost Benefits		5,334.24
Total Maximum Additional Amount Available If Incurred		<u>5,334.24</u>
Total Amount of Claim If Incurred		<u>\$15,126.89</u>

Matthew A Keltch
 844-529-5982 x 4049437777
 Matthew Shultz

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.



Explanation of Building Replacement Cost Benefits

Homeowner Policy

001 - Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: ERMIDIS, CHRISTINA
Address: 1075 E 64th St
City: Cleveland
State/Zip: OH, 44103-1653

Insured: ERMIDIS, CHRISTINA
Date of Loss: 3/8/2017

Claim Number: 3510556B2
Cause of Loss: WIND

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property within two years of the date of loss; and
2. Notify us within 30 days after the work has been completed.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is \$16,126.89 . The enclosed claim payment to you of \$9,792.65 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is \$ 5,334.24 .

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

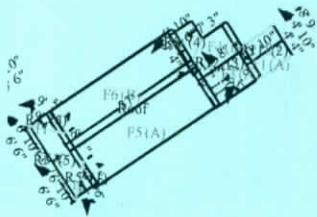
Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

ERMIDIS, CHRISTINA

State Farm

35-1055-6B2

House
Exterior



Roof

1,654.04 Surface Area	16.54 Number of Squares
250.93 Total Perimeter Length	61.50 Total Ridge Length
18.91 Total Hip Length	

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
ROOFING						
1. Remove Tear off, haul and dispose of comp. shingles - 3 tab						
16.54 SQ	44.09	0.00	729.25			729.25
2. Remove Tear off, haul and dispose of slate roofing						
15.49 SQ	121.79	0.00	1,886.53			1,886.53
3. Remove Additional charge for high roof (2 stories or greater)						
11.29 SQ	4.20	0.00	47.42			47.42
4. Remove Additional charge for steep roof - 7/12 to 9/12 slope						
3.71 SQ	11.08	0.00	41.11			41.11
5. Remove Additional charge for steep roof - 10/12 - 12/12 slope						
12.34 SQ	17.41	0.00	214.84			214.84
6. 3 tab - 25 yr. - composition shingle roofing - incl. felt						
18.33 SQ	216.65	112.22	4,083.41	15/25 yrs Below Avg.	(3,266.73) 80.00%	816.68
7. Additional charge for high roof (2 stories or greater)						
12.67 SQ	19.46	0.00	246.56			246.56
8. Additional charge for steep roof - 7/12 to 9/12 slope						
4.33 SQ	44.06	0.00	190.78			190.78
9. Additional charge for steep roof - 10/12 - 12/12 slope						
13.67 SQ	69.26	0.00	946.78			946.78
10. Flashing - pipe jack						
2.00 EA	40.19	1.39	81.77	15/35 yrs Avg.	(35.05) 42.86%	46.72
Including non-damaged pipes that are installed over the slate roof						
11. R&R Chimney flashing - small (24" x 24")						
1.00 EA	302.55	2.50	305.05	15/35 yrs Avg.	(130.73) 42.86%	174.32
12. R&R Chimney flashing - average (32" x 36")						
1.00 EA	379.29	4.57	383.86	15/35 yrs Avg.	(164.51) 42.86%	219.35
Including non-damaged chimney flashings that are installed over the slate roof						
13. Digital satellite system - Detach & reset						
1.00 EA	32.00	0.00	32.00			32.00
* 14. Detach & Reset Gutter - aluminum - up to 5"						
155.71 LF	3.16	0.00	492.04			492.04
To detach & reset non-damaged roof mounted gutters						

Date: 4/13/2017 2:33 PM

ERMIDIS, CHRISTINA

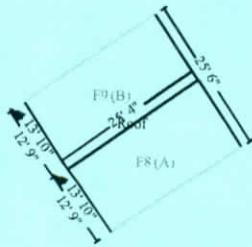
State Farm

35-1055-6B2

CONTINUED - Roof

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
SHEATHING						
15. Sheathing - plywood - 1/2" CDX	1,548.77 SF	2.09	85.49	3,322.42		3,322.42
16. Add charge for sheathing steep roof - 7/12 - 9 /12 slope	370.62 SF	0.22	1.48	83.02		83.02
17. Add charge for sheathing steep roof - 10/12 - 12/12 slope	1,129.02 SF	0.31	4.52	354.52		354.52
Totals: Roof			212.17	13,441.36	3,597.02	9,844.34
Area Totals: Exterior						
2,019.50	Exterior Wall Area					
1,654.04	Surface Area	16.54	Number of Squares		501.85	Total Perimeter Length
61.50	Total Ridge Length	18.91	Total Hip Length			
Total: Exterior			212.17	13,441.36	3,597.02	9,844.34
Area Totals: House						
2,019.50	Exterior Wall Area					
1,654.04	Surface Area	16.54	Number of Squares		501.85	Total Perimeter Length
61.50	Total Ridge Length	18.91	Total Hip Length			
Total: House			212.17	13,441.36	3,597.02	9,844.34

Garage
Exterior



Roof

700.92	Surface Area	7.01	Number of Squares
106.00	Total Perimeter Length	25.37	Total Ridge Length

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
18. Remove Tear off, haul and dispose of comp. shingles - 3 tab	7.01 SQ	44.09	0.00	309.07		309.07

ERMIDIS, CHRISTINA

State Farm

35-1055-6B2

CONTINUED - Roof

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
19. 3 tab - 25 yr. - composition shingle roofing - incl. felt						
8.00 SQ	216.65	48.98	1,782.18	15/25 yrs Below Avg.	(1,425.74) 80.00%	356.44
Totals: Roof		48.98	2,091.25		1,425.74	665.51
Area Totals: Exterior						
135.51 Exterior Wall Area						
700.92 Surface Area		7.01	Number of Squares		211.99	Total Perimeter Length
25.37 Total Ridge Length						
Total: Exterior		48.98	2,091.25		1,425.74	665.51
Area Totals: Garage						
135.51 Exterior Wall Area						
700.92 Surface Area		7.01	Number of Squares		211.99	Total Perimeter Length
25.37 Total Ridge Length						
Total: Garage		48.98	2,091.25		1,425.74	665.51

Shed
Exterior



Roof

144.22 Surface Area	1.44	Number of Squares
48.04 Total Perimeter Length	12.00	Total Ridge Length

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
20. Remove Tear off, haul and dispose of comp. shingles - 3 tab						
1.44 SQ	44.09	0.00	63.49			63.49
21. Remove Additional charge for steep roof - 7/12 to 9/12 slope						
1.44 SQ	11.08	0.00	15.96			15.96
22. 3 tab - 25 yr. - composition shingle roofing - incl. felt						
1.67 SQ	216.65	10.22	372.03	15/25 yrs Below Avg.	(297.63) 80.00%	74.40

Date: 4/13/2017 2:33 PM

Page: 7

State Farm

ERMIDIS, CHRISTINA

35-1055-6B2

CONTINUED - Roof

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
23. Additional charge for steep roof - 7/12 to 9/12 slope						
1.67 SQ	44.06	0.00	73.58			73.58
24. Ridge cap - metal roofing						
12.00 LF	5.59	2.14	69.22	15/75 yrs Avg.	(13.85) 20.00%	55.37
Totals: Roof		12.36	594.28		311.48	282.80
Area Totals: Exterior						
17.93 Exterior Wall Area						
144.22 Surface Area		1.44 Number of Squares			96.07 Total Perimeter Length	
12.00 Total Ridge Length						
Total: Exterior		12.36	594.28		311.48	282.80
Area Totals: Shed						
17.93 Exterior Wall Area						
144.22 Surface Area		1.44 Number of Squares			96.07 Total Perimeter Length	
12.00 Total Ridge Length						
Total: Shed		12.36	594.28		311.48	282.80
Line Item Totals: 35-1055-6B2		273.51	16,126.89		5,334.24	10,792.65

Grand Total Areas:

2,172.93 Exterior Wall Area					
2,499.18 Surface Area	24.99 Number of Squares			809.92 Total Perimeter Length	
98.87 Total Ridge Length	18.91 Total Hip Length				

State Farm

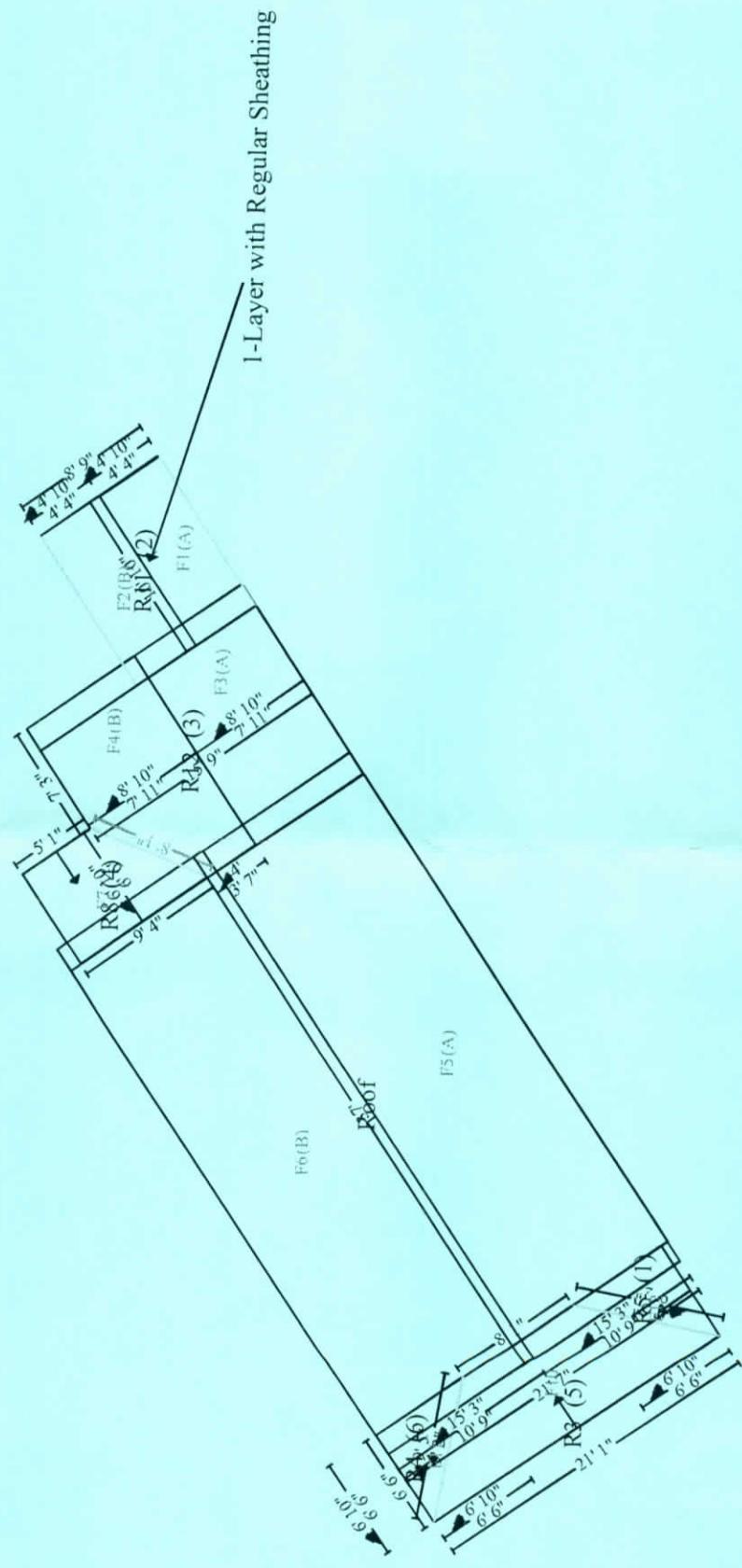
ERMIDIS, CHRISTINA

35-1055-6B2

Recap of Taxes, Overhead and Profit

	GC Overhead (0%)	GC Profit (0%)	Material Tax (0%)	Material Sales Tax (8%)	Cln Matl Tax (8%)	Cln&Carpet Svc Tax (8%)
Line Items	0.00	0.00	0.00	273.51	0.00	0.00
Total	0.00	0.00	0.00	273.51	0.00	0.00

House - Exterior



Exterior

Garage - Exterior

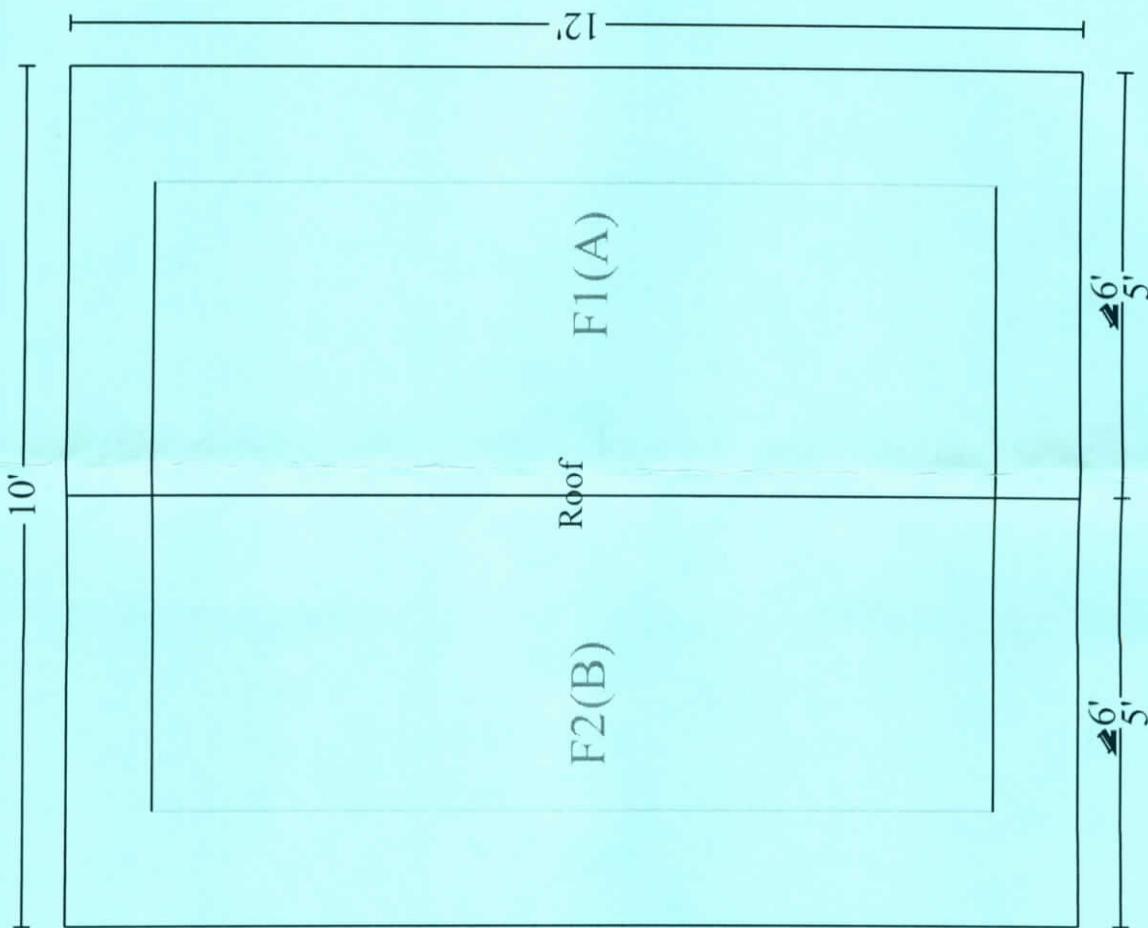


Exterior

Page: 11

Date: 4/13/2017 2:33 PM

Shed - Exterior



Exterior