

Shealy, Brenda

From: Kim Harbison <kharrison@gwblawfirm.com>
Sent: Friday, September 7, 2018 3:10 PM
To: Shealy, Brenda
Subject: 2018-001068 [GWB-IMANMAIN.FID19652]
Attachments: (Doc 1-2) Ex B - Certified Policy.PDF; Allstate v. Hunter - USDC Order Granting Allstate Request to Include Certified Policy to Record on Appeal.pdf

Dear Ms. Shealy:

Pursuant to our telephone conversation earlier today, attached to this email are the USDC Order and the Certified Policy.



Kim E. Harbison
Legal Assistant
kharrison@gwblawfirm.com

Gallivan, White & Boyd P.A.
Office 1201 Main Street | Suite 1200 | Columbia SC 29201
803 724 1776 Direct | 803 779 1833 Main | 803 779 1767 Fax
Mailing Post Office Box 7368 | Columbia SC 29202
vCard | BioURL | Website

This message is from the law firm Gallivan, White & Boyd, PA and may be a confidential and privileged legal communication to the named recipient(s). If you receive this message in error or are not the named recipient(s), please notify the sender and delete this email. Thank you.



Claim# 0433311206

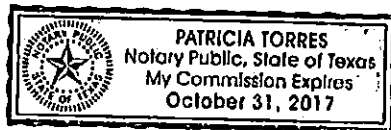
To Whom It May Concern:

I, Olivia Leach, employee of Allstate Insurance Company Irving, Texas, do certify that the enclosed is a copy of policy and or declaration page for the above claim number, showing the coverages that were on the policy at the time of loss of 07/12/2016. The enclosed copy of policy and or declaration page was printed and mailed through Allstate's Output Processing Center.

Olivia Leach
Claim Support

State of Texas, County of Dallas

On this 26th day of October 2016, before me personally appeared Olivia Leach to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as a free act and deed.



Patricia Torres
Notary Public



Palmer Agency
5182 Wrightsboro Rd
Grovetown GA 30813

Information as of May 9, 2016

Policyholder(s) Page 1 of 2

Joseph S and Rose W Hunter Sr Apt
D110

Policy number
990 100 794

Your Allstate agency is
Palmer Agency
(706) 651-8005
AOA7690@allstate.com



JOSEPH S AND ROSE W
HUNTER SR

BLUFFTON SC 29910-6160

We're Confirming Your Policy Change

Thank you for the opportunity to help take care of your insurance needs. We want to let you know that we've made the change(s) you requested to your policy.

Please look over all the information in this mailing. Inside you'll also find a guide to what's in this package and answers to some common questions.

What has changed?

The enclosed Amended Policy Declarations provides a detailed list of the coverages, coverage limits and coverage costs for your House & Home policy. It also shows the following changes to your policy:

Your mailing address has been changed.

A change to the information on the location of Property.

The changes took effect on 06/16/2016.

How to contact us

Give your Allstate Agent a call at (706) 651-8005 if you have any questions. It's our job to make sure you're in good hands.

Sincerely,

Steven P. Sorenson
President, Allstate Vehicle and Property Insurance Company

EP113-1



Policy number: **990 100 794**
 Policy effective date: June 16, 2016
 Your Allstate agency is Palmer Agency
 (706) 651-8005

Page 2 of 2

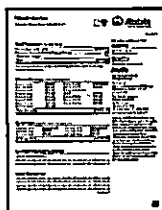
Your Insurance Coverage Checklist

We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

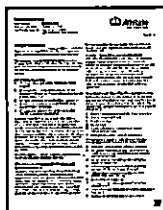
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|--|---|
| <p>☐ What's in this package?
 See the guide below for the documents that are included. Next steps: review your <i>Policy Declarations</i> to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any <i>Endorsements</i> or <i>Important Notices</i> to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.</p> | <p>☐ What about my bill?
 Unless you've already paid your premium in full, we'll send your bill separately. Next steps: please pay the minimum amount by the due date listed on it.

 You can also pay your bill online at allstate.com or by calling 1-800-ALLSTATE (1-800-255-7828). Para español, llamar al 1-800-979-4285. If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule.</p> |
| <p>☐ Am I getting all the discounts I should?
 Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.</p> | <p>☐ What if I have questions?
 You can either contact your Allstate Agent or call us 24/7 at 1-800-ALLSTATE (1-800-255-7828) - para español, llamar al 1-800-979-4285 - with questions about your coverage, or to update your coverages, limits, or deductibles. Or visit us online at allstate.com.</p> |

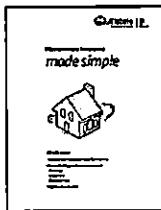
A guide to your amended package



Policy Declarations*
 The Policy Declarations lists policy details, such as your property details and coverages.



Important Notices
 We use these notices to call attention to particularly important coverages, policy changes and discounts.



Insurance Made Simple
 Insurance seem complicated? Our online guides explain coverage terms and features:
www.allstate.com/madesimple
Espanol.allstate.com/facildeentender

* To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.

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Amended House & Home Policy Declarations

Your policy effective date is June 16, 2016



Page 1 of 5

Total Premium for the Policy Period

Premium for property insured	\$2,116.95
Total	\$2,116.95

Approximately 78% of your premium applies to windstorm and hail coverage. This percentage is based off the average policy premium in your rating territory. The percentage for your individual policy may vary based on policy limits, discounts, deductible and coverage you have selected.

Discounts (included in your total premium)

Protective Device	\$11.35	Multiple Policy	\$61.61
Claim Free	\$88.17	Early Signing	\$19.63
Loyalty	\$102.06	Responsible Payment	\$265.86
Smoke-Free	\$29.91	Welcome	\$102.06
Total discount savings	\$680.65		

Insured property details*

Please review and verify the information regarding your insured property. Please refer to the Important Notice (X73182) for additional coverage information. Contact us if you have any changes.

Location of property insured: 7 Amberly Ln, Bluffton, SC 29910-4732

County: Beaufort

South Carolina Valuation Clause: \$325,400

Dwelling Style:

Built in 1984; 1 family; 2000 sq. ft.; 1 story

Foundation:

slab at grade, 100%

Attached structures:

One 2-car attached garage
Open porch, 410 sq. ft.

One small screened porch

Interior details:

One average kitchen
Three average full baths

One zero clearance pre-fab fireplace(s)

Exterior wall type:

100% wood siding

Interior wall partition:

Information as of May 9, 2016

Summary

Named Insured(s)
Joseph S and Rose W Hunter Sr Apt D110

Mailing address

Bluffton SC 29910-6160

Policy number

990 100 794

Your policy provided by
Allstate Vehicle and Property Insurance Company

Policy period
Beginning June 16, 2016 through June 16, 2017 at 12:01 a.m. standard time

Your Allstate agency is

Palmer Agency
5182 Wrightsboro Rd
Grovetown GA 30813
(706) 651-8005
AOA7690@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

(continued)

SC070A1MD



Amended House & Home Policy Declarations

Page 2 of 5

Policy number: **990 100 794**
 Policy effective date: June 16, 2016
 Your Allstate agency is Palmer Agency
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Insured property details* (continued)

100% drywall

Heating and cooling:

Average cost heat & central air
 conditioning, 100%

Additional details:

One sliding glass door Interior wall height-
 8 ft, 100%

Fire protection details:

Fire department subscription - no 3 miles to fire department

Roof surface material type:

Composition
 • 100% architectural shingles

Roof details:

Predominant roof type: Composition Age of roof - 2 years
 Roof geometry - Gable

Mortgagee

QUICKEN LOANS INC ITS SUCCESSORS &/OR ASSIGNS
 P O Box 717, Amelia, OH 45102-0717
 Loan number: [REDACTED]

Additional Interested Party - None

**This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Allstate representative for a complete description of additional property details.*

Coverage detail for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Dwelling Protection	\$325,400	▪ \$6,508 Tropical Cyclone ▪ \$2,500 Windstorm and Hail ▪ \$1,000 All other perils
Other Structures Protection	\$16,270	▪ \$6,508 Tropical Cyclone ▪ \$2,500 Windstorm and Hail ▪ \$1,000 All other perils
Personal Property Protection	\$162,700	▪ \$6,508 Tropical Cyclone ▪ \$2,500 Windstorm and Hail ▪ \$1,000 All other perils
Additional Living Expense	Up to 24 months not to exceed \$81,350	
Family Liability Protection	\$500,000 each occurrence	

(continued)

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Amended House & Home Policy Declarations

Policy number: **990 100 794**
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Page 3 of 5

Coverage	Limits of Liability	Applicable Deductible(s)
Guest Medical Protection	\$5,000 each person	
Water Back-Up	Not purchased*	
Additional Fire Department Charges	Not purchased*	
Building Codes	Not purchased*	
Building Materials Theft	Not purchased*	
Building Structure Reimbursement	Not purchased*	
Extended Limits		
Dwelling in the Course of Construction	Not purchased*	
Electronic Data Recovery	Not purchased*	
Extended Coverage on Cameras	Not purchased*	
Extended Coverage on Jewelry, Watches and Furs	Not purchased*	
Extended Coverage on Musical Instruments	Not purchased*	
Extended Coverage on Sports Equipment	Not purchased*	
Extended Premises	Not purchased*	
Fair Rental Income	Not purchased*	
Green Improvement	Not purchased*	
Home Day Care	Not purchased*	
Identity Theft Expenses	Not purchased*	
Increased Coverage on Business Property	Not purchased*	
Increased Coverage on Theft of Silverware	Not purchased*	
Loss Assessments	Not purchased*	
Roof Surfaces Extended Coverage	Included	
Secondary Residence	Not purchased*	
Select Value	Not purchased*	
Yard and Garden	Not purchased*	

*** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.**

SC070AMID



Amended House & Home Policy Declarations

Page 4 of 5

Policy number: **990 100 794**
 Policy effective date: June 16, 2016
 Your Allstate agency is Palmer Agency
 (706) 651-8005

Scheduled Personal Property Coverage

Your policy does not include Scheduled Personal Property Coverage. This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

Your policy documents

Your House & Home policy consists of the Policy Declarations, any Policy Declarations Addendum, and the following documents. Please keep them together.

- House & Home Policy - AVP81
- Windstorm and Hail Deductible Endorsement - AVP82
- Roof Surfaces Extended Coverage Endorsement - AVP42
- Tropical Cyclone Deductible Endorsement - AVP120
- South Carolina Amendatory Endorsement - AVP119-2

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ You purchased our Enhanced Package as part of your policy, which provides you with the following benefits:

- **Claim RateGuardSM**

This feature will help you keep your discounts and avoid a premium increase in the unfortunate event that you have a claim. If you file a claim to which we apply the Claim RateGuardSM feature, you will not lose the Claim Free Discount, if you already have that discount on your policy.

- **Claim-Free Bonus**

For every twelve-month period that your policy is claim-free, you will earn a Claim-Free Bonus credit of up to 5% of your current policy's premium, which you can apply toward your next renewal premium. If your policy does not renew, we will apply the credit amount to any outstanding premium balance and any remainder refunded to you.

- ▶ The Property Insurance Adjustment condition applies.
- ▶ Do not pay. Mortgagee has been billed.

South Carolina required communications

- ▶ THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR NAMED STORM OR WIND/HAIL LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU. THE ENCLOSED EXAMPLE ILLUSTRATES HOW THE DEDUCTIBLE MIGHT AFFECT YOU.

SC070AMD

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Amended House & Home Policy Declarations

Policy number: **990 100 794**
Policy effective date: June 16, 2016
Your Allstate agency is Palmer Agency
(706) 651-8005



Page 5 of 5

Allstate Vehicle and Property Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.

A handwritten signature in black ink, appearing to read "Steven P. Sorenson".

Steven P. Sorenson
President

A handwritten signature in black ink, appearing to read "Susan L. Lees".

Susan L. Lees
Secretary

SC070AMD



Important notices

Policy number: **990 100 794**
 Policy effective date: June 16, 2016
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 (706) 651-8005



Page 1 of 2

Your Estimated Home Replacement Cost

Allstate has determined that the estimated cost to replace your home is: \$238,033.

We based your estimated cost on information provided by you and selected data that was available to us, which is described in the "Insured property details" section of your Policy Declarations. Please review all the information in this section to ensure the accuracy of the information used to determine the estimated replacement cost of your home.

The enclosed Policy Declarations shows the limit of liability applicable to Dwelling Protection-Coverage A of your homeowners insurance policy. The estimated replacement cost of your home is the minimum amount for which we will insure your home.

The decision regarding the limit applicable to your Dwelling Protection-Coverage A is your decision to make, as long as, at a minimum, your limit equals the estimated replacement cost as determined by Allstate and does not exceed maximum coverage limitations established by Allstate.

It is important to keep in mind that your Coverage A limits reflect a replacement cost that is only an estimate based on data that was available to us when we made this estimate (this information is described in the "Insured property details" section of your Policy Declarations). The actual amount it will cost to replace your home cannot be known until after a covered total loss has occurred. Please keep in mind that we do not guarantee the adequacy of the estimate to cover any future loss(es).

How Is the Replacement Cost Estimated?

Many factors can affect the cost to replace your home, including its age, size, and type of construction. For example, the replacement cost uses construction data, such as labor and materials, that are available to us when we made this estimate. This estimate is also based on characteristics of the home, which include information that you provided to us. You might have chosen to insure your home for a higher amount than the estimated replacement cost shown above.

Note to Customers Renewing Their Policy

The estimated replacement cost for your home may have changed since the last time we communicated this information to you. This is because, at renewal, Allstate uses the home characteristics that you have provided to us to recalculate and update the estimated replacement cost. Using updated labor

and material rates for your zip code, Allstate takes the home characteristics you have provided and determines the updated estimated replacement cost. The information about your home's characteristics is provided in the "Insured property details" section of your Policy Declarations.

If the information about your home shown in your Policy Declarations requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative, or call us at 1-800-ALLSTATE.

X73182

Your Property Policy Includes a Tropical Cyclone Deductible and a Windstorm and Hail Deductible

The following is a summary of the Tropical Cyclone and Windstorm and Hail Deductibles. Please note that this is only a summary and is not a part of your policy. For detailed information about the coverage provided by your policy, please read the policy, including the Policy Declarations, the Tropical Cyclone Deductible Endorsement, the Windstorm and Hail Deductible Endorsement and any other applicable endorsements. If you have any questions regarding the Tropical Cyclone Deductible, the Windstorm and Hail Deductible, the deductible options available to you or your insurance coverage in general, please contact your Allstate representative.

When does the "Tropical Cyclone Deductible" apply?

The Tropical Cyclone Deductible is a separate deductible that applies in the event of covered loss "caused by tropical cyclone or by any object(s) driven by tropical cyclone."

For the purpose of the Tropical Cyclone Deductible, we've defined "tropical cyclone" as "a hurricane, a tropical storm, or any wind, hail, rain, snow, or sleet accompanying a hurricane or a tropical storm."

If another deductible applicable to the loss exceeds the Tropical Cyclone Deductible, the greater deductible will apply. "Please refer to the Tropical Cyclone Deductible Endorsement for other applicable definitions and provisions."



Important notices

Page 2 of 2

Policy number: **990 100 794**
 Policy effective date: June 16, 2016
 Your Allstate agency is Palmer Agency
 (706) 651-8005

When does the "Windstorm and Hail Deductible" apply?

The Windstorm and Hail Deductible is a separate deductible that applies for sudden and accidental direct physical loss caused by windstorm or hail to covered property when the Tropical Cyclone Deductible does not apply. This is the total amount of deductible for any one loss due to windstorm or hail.

If another deductible applicable to the loss exceeds the Windstorm and Hail Deductible, the greater deductible will apply. *"Please refer to the Windstorm and Hail Deductible Endorsement for other applicable definitions and provisions."*

What are the amounts of the "Tropical Cyclone Deductible" and "Windstorm and Hail Deductible" and how are they calculated?

Your Tropical Cyclone Deductible and Windstorm and Hail Deductible amounts appear on the enclosed Policy Declarations. When the Tropical Cyclone Deductible or Windstorm and Hail Deductible applies, we will pay for a covered loss only when the amount of that loss exceeds that deductible amount shown on the Policy Declarations (subject to applicable policy terms, conditions, limitations and exclusions). We will then pay only the excess amount.

The following example illustrates how the Tropical Cyclone Deductible and the Windstorm and Hail Deductible are calculated when percentage deductibles are applicable. The amounts of your Tropical Cyclone Deductible and Windstorm and Hail Deductible would be based upon a percentage of your Dwelling Protection coverage limit. If your Dwelling Protection coverage limit is \$100,000 and you have a 5% Tropical Cyclone Deductible or Windstorm and Hail Deductible, your Tropical Cyclone Deductible or Windstorm and Hail Deductible amount would be \$5,000 (.05 x \$100,000). If the covered loss is not caused by a tropical cyclone or wind or hail, the All Other Peril Deductible listed on your Policy Declarations will apply.

You may have the option to reduce your policy premium by choosing a higher deductible. Please keep in mind that if you choose a higher deductible, your premium may decrease, however, the amount we pay you for a covered loss will be less when the deductible applies. Your Allstate representative can discuss your options with you.

Further details regarding these deductibles can be found in the Tropical Cyclone Deductible Endorsement and the Windstorm and Hail Deductible Endorsement. Again, if you have any

questions regarding the Tropical Cyclone Deductible, the Windstorm and Hail Deductible, the deductible options available to you or your insurance coverage in general, please contact your Allstate representative.

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Policy Endorsement

Policy number: **990 100 794**
 Policy effective date: June 16, 2016
 Your Allstate agency is Palmer Agency
 (706) 651-8005



Page 1 of 4

*Following endorsement changes your policy.
 Please read this document carefully and keep it with
 your policy.*

South Carolina Amendatory Endorsement - AVP119-2

- I. In the **General** section, the following changes are made:
 A. The **Cancellation** provision is replaced by the following:

Cancellation**Your Right to Cancel:**

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

Our Right to Cancel:

We may cancel this policy by mailing notice to **you** and the agent of record at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 120 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason.

When the policy has been in effect for 120 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

1. non-payment of premium;
2. material misrepresentation of fact, which if known to **us** would have caused **us** not to issue the policy;
3. substantial change in the risk assumed, except to the extent that **we** should have reasonably foreseen the change or contemplated the risk in writing this policy;
4. substantial breaches of contractual duties, conditions or warranties; or
5. loss of **our** reinsurance covering all or a significant portion of the policy or where continuation of this policy would imperil **our** solvency or place **us** in violation of the insurance laws of South Carolina.

If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days notice before the cancellation is effective. If the cancellation is for any of the other reasons, **we** will give **you** at least 30 days notice.

Our mailing the notice of cancellation to **you** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

Our Right Not to Renew or Continue:

We have the right not to renew or continue the policy beyond the current policy period. If **we** do not intend to continue or renew the policy, **we** will mail **you** and the agent of record notice at least:

- a) 60 days before the end of the policy period if your policy period ends on a date from November 1st through May 31st; or
- b) 90 days before the end of the policy period if your policy period ends on a date from June 1st through October 31st.

Our mailing the notice of nonrenewal to **you** will be deemed proof of notice.

Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

- B. The **Misrepresentation, Fraud Or Concealment** provision is replaced by the following:

Misrepresentation, Fraud Or Concealment

We may void this policy if it was obtained by misrepresentation, fraud or concealment of material facts. If **we** determine that this policy is void, all premiums paid will be returned to **you** since there has been no coverage under this policy.

We do not cover any loss or **occurrence** in which any **insured person** has concealed or misrepresented any material fact or circumstance. Any such loss or **occurrence** will be considered a substantial breach of **your** contractual duties and this policy may be subject to cancellation.

- C. The **Action Against Us** provision is replaced by the following:

Action Against Us

No one may bring an action against **us** unless there has been full compliance with all policy terms.



Policy endorsement

Page 2 of 4

Policy number: **990 100 794**
 Policy effective date: June 16, 2016
 Your Allstate agency is Palmer Agency
 (706) 651-8005

Any action against **us** to which neither the **Action Against Us** provision located in **Section I Conditions** nor the **Action Against Us** provision located in **Section II Conditions** applies must be commenced within three years of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

D. The following provisions are added:

Conditional Reinstatement

If we mail a cancellation notice because **you** did not pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice we issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Loss Reduction And Other Items

From time to time and in **our** sole discretion, we may provide **you**, or allow others to provide **you**, with:

1. items, memberships, special offers, merchandise, services, classes, seminars or other things of value designed to help **you** or other persons insured under this policy manage the risks **you** or they face, including, but not limited to, loss reduction or safety-related items; or
2. items, memberships, special offers, merchandise, services, classes, seminars or things of any other type that **we** think may be of value to **you** or someone else insured under this policy.

These items, memberships, special offers, merchandise, services, classes, seminars or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons and vouchers and will not exceed \$75.00 per policy per term. At no point shall these things of value be provided in the form of cash or cash equivalents.

II. In **Section I—Your Property**, the following changes are made:

- A. Under **Personal Property Protection—Coverage C, Property We Cover Under Coverage C** is replaced by the following:

Property We Cover Under Coverage C:

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Personal Property Protection—Coverage C**.

This limitation does not apply to personal property:

- a) in a newly acquired principal residence for the 30 days immediately after **you** begin to move property there; or
- b) in use at a temporary residence when a direct physical loss **we** cover makes **your residence premises** uninhabitable.

2. At **your** option, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

- B. Under **Additional Protection**, item 1, **Additional Living Expense** is replaced by the following:

1. **Additional Living Expense**

We will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Dwelling Protection—Coverage A, Other Structures Protection—Coverage B or Personal Property Protection—Coverage C** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

Payment for additional living expense as a result of a covered loss under **Dwelling Protection—Coverage A, Other Structures Protection—Coverage B or Personal Property Protection—Coverage C** will be limited to the least of the following:

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Policy endorsement
 Policy number:
 Policy effective date:
 Your Allstate agency is

990 100 794
 June 16, 2016
 Palmer Agency
 (706) 651-8005



Page 3 of 4

- a) the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- b) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- c) 24 months.

These periods of time are not limited by the termination of this policy.

In no event shall **our** payment for additional living expenses exceed the Limit Of Liability shown on **your** Policy Declarations for Additional Living Expense.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

- C. Under **Additional Protection**, item 10, **Collapse** is replaced by the following:

10. Collapse

We will cover at the **residence premises**:

- a) the entire collapse of a covered **building structure**;
- b) the entire collapse of part of a covered **building structure**; and
- c) direct physical loss to covered property caused by a) or b) above.

For coverage to apply, the collapse of a **building structure** specified in a) or b) above must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Personal Property Protection-Coverage C**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain, snow or ice which collects on a roof;
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse, as referenced herein, means the covered **building structure** or part of the covered **building structure** has actually fallen down or

fallen into pieces, or otherwise losing its original constructed form unexpectedly and instantaneously. It does not include settling, cracking, shrinking, bulging, expansion, sagging, or bowing. Furthermore, collapse does not include or mean substantial structural impairment or imminent collapse.

Sudden, as used herein, means not only unexpected, but also instantaneous.

Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, fuel oil tank, septic tank, cistern or similar system, foundation, retaining wall, bulkhead, pier, wharf or dock is not included, unless the loss is a direct result of the collapse of a **building structure** or part of a **building structure** that is a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Personal Property Protection-Coverage C**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain, snow or ice which collects on a roof; or
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

This coverage does not increase the limit of liability applying to the covered property.

- III. In **Section I Conditions**, item 12, **Action Against Us**, is replaced by the following:

12. Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which **Section I Conditions** applies, unless:

- a) there has been full compliance with all policy terms; and
- b) the action is commenced within three years after the inception of loss or damage.



Policy endorsement

Page 4 of 4

Policy number: **990 100 794**
 Policy effective date: June 16, 2016
 Your Allstate agency is Palmer Agency
 (706) 651-8005

IV. In **Section II Conditions**, item 7, **Action Against Us**, is replaced by the following:

7. Action Against Us

- a) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless there has been full compliance with all policy terms.
- b) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Family Liability Protection-Coverage X**, unless the obligation of an **insured person** to pay has been finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person and **us**, and the action against **us** is commenced within three years of such judgment or agreement.
- c) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Guest Medical Protection-Coverage Y**, unless such action is commenced within three years after the date the expenses for which coverage is sought were actually incurred.
- d) No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Section II Additional Protection**, unless such action is commenced within three years after the date the claim expenses or emergency first aid expenses for which coverage is sought were actually incurred, or within three years after the date of loss to the property if coverage is being sought under the **Damage To Property Of Others** provision.
- e) No one shall have any right to make **us** a party to an action to determine the liability of an **insured person**.

codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of the **dwelling**.

The amount of insurance provided by this coverage is a separate limit of liability, and is the maximum **we** will pay for any one loss. Coverage only applies to that part of the **dwelling** that was damaged due to a covered loss.

All other policy terms and conditions apply.

V. In **Section III—Optional Protection, Optional Coverages**, item 1 is replaced by the following:

1. Building Codes-Coverage BC

We will pay up to the Limit Of Liability shown on the Policy Declarations for Building Codes coverage to comply with local building codes after covered loss to the **dwelling** or when repair or replacement results in increased cost due to the enforcement of any building

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*The following endorsement changes your policy.
Please read this document carefully and keep it with
your policy.*

Tropical Cyclone Deductible Endorsement – AVP120

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR NAMED STORM OR WIND/HAIL LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU. THE ENCLOSED EXAMPLE ILLUSTRATES HOW THE DEDUCTIBLE MIGHT AFFECT YOU.

It is agreed that **your** policy is amended as follows:

- I. Under **Definitions Used In This Policy**, the following definitions are added:

Hurricane—means a weather system declared by the **National Weather Service** to be a hurricane.

National Weather Service—means the National Weather Service or, if the National Weather Service ceases to exist, ceases to perform the function of declaring weather systems to be hurricanes or tropical storms, or ceases to perform the function of issuing hurricane watches or hurricane warnings, such other entity as determined by **us**.

Tropical cyclone—means a **hurricane**, a **tropical storm**, or any wind, hail, rain, snow, or sleet accompanying a **hurricane** or a **tropical storm**.

Tropical storm—means a weather system declared by the **National Weather Service** to be a tropical storm, provided such weather system:

- a) was a **hurricane** or, at any time in the 24 hours immediately following **your** covered loss, becomes a **hurricane**; and
- b) was the subject of a hurricane watch or hurricane warning issued by the **National Weather Service** for:
 - 1) any part of the state in which **your residence premises** is located; or
 - 2) any state(s) which borders the state in which **your residence premises** is located.

- II. Under **Section I Conditions**, Condition 1, **Deductible**, the following is added:

Tropical Cyclone Deductible

The tropical cyclone deductible applies in the event of covered loss caused by **tropical cyclone** or by any object(s) driven by **tropical cyclone**.

The tropical cyclone deductible amount will appear on **your** Policy Declarations. **We** will pay only when a covered loss to which this deductible applies exceeds the tropical cyclone deductible amount. **We** will then pay only the excess amount.

All other provisions of the policy apply.

Policy Endorsement

Page 1 of 1

Policy number:

Policy effective date:

Your Allstate agency is

*The following endorsement changes your policy.
Please read this document carefully and keep it with
your policy.*

Roof Surfaces Extended Coverage Endorsement - AVP42

In Section I Conditions, item 5, **How We Pay For A Loss**, provision c) (titled "Building Structure Reimbursement.") the fifth paragraph is replaced by the following:

Building Structure Reimbursement will not apply to:

- 1) property covered under **Personal Property Protection-Coverage C**;
- 2) property covered under **Other Structures Protection-Coverage B** that is not a building structure;
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas, whether or not fastened to a building structure; or
- 4) land.

All other policy terms and conditions apply.

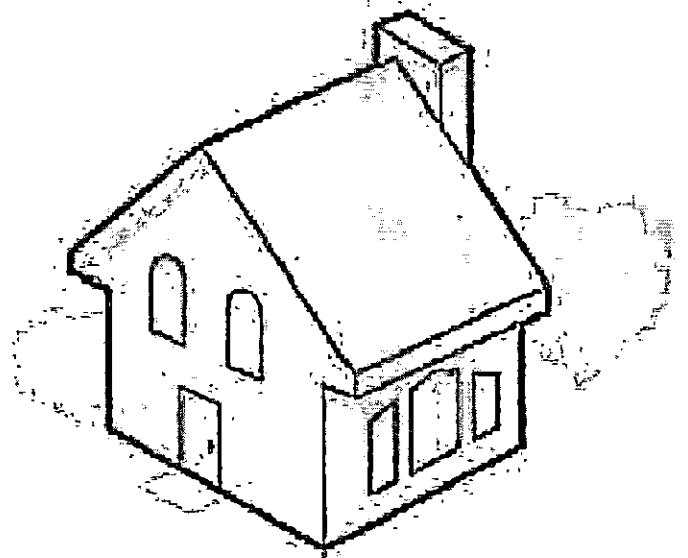


Page 1 of 29

ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

House & Home Policy

AVP81



Allstate Vehicle and Property Insurance Company
The Company Named in the Policy Declarations
A Stock Company—Home Office, Northbrook, Illinois 60062



05-879079
16763400097

House & Home Policy:
Policy number:
Policy effective date:
Your Allstate agency is:



Page 3 of 29

Section III—Optional Protection	28
Optional Coverages	28
Building Codes—Coverage BC	28
Increased Coverage On Business Property—Coverage BP	28
Fire Department Charges—Coverage F	29
Loss Assessments—Coverage G	29
Extended Coverage On Jewelry, Watches And Furs— Coverage J	29
Increased Coverage On Theft Of Silverware— Coverage ST	29



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House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is:



Allstate
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Page 5 of 29

harmful conditions during the policy period, resulting in bodily injury or property damage.

8. **Property damage**—means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.
9. **Residence employee**—means an employee of an insured person while performing duties arising out of and in the course of employment in connection with the maintenance or use of your residence premises. This includes similar duties performed elsewhere for an insured person, not in connection with the business of an insured person.
10. **Residence premises**—means the dwelling, other structures and land located at the address stated on the Policy Declarations.
11. **Roof surface**—means the roof surface material type (slate, composition, wood, tile, metal, all other roof surface material types) of a building structure or other structure covered under Dwelling Protection Coverage A or Other Structures Protection Coverage B and all other roofing components, including, but not limited to:
 - a) flashing, caps, vents, drip edges, and ice shields;
 - b) sheeting, felt and membranes;
 - c) modified bitumen, bitumen, rubber, built-up and sprayed polyurethane foam roofing;
 - d) foam inserts and elastomeric coating;
 - e) finials, eave and gable trim and snow guards;
 - f) battens, counter battens, bird stops, gravel stops and
 - g) coatings, adhesives, adherents and other finishing materials for roof surface materials and all other roofing components.
12. **We, us, or our**—means the company named on the Policy Declarations.
13. **Windstorm**—means wind with or without precipitation.
14. **You or your**—means the person listed under Named Insured(s) on the Policy Declarations as the insured and that person's resident spouse.

Insuring Agreement

In reliance on the information you have given us, we agree to provide the coverages indicated on the Policy Declarations. In return, you must pay the premium when due and comply with

the policy terms and conditions, and inform us of any change in title, use or occupancy of the residence premises.

Subject to the terms of this policy, the Policy Declarations show the location of the residence premises, applicable coverages, limits of liability and premiums. The policy applies only to losses or occurrences that take place during the policy period. The Policy Period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

This policy imposes joint obligations on the Named Insured(s) listed on the Policy Declarations and on that person's resident spouse. These persons are defined as you or your. This means that the responsibilities, acts and omissions of a person defined as you or your will be binding upon any other person defined as you or your.

This policy imposes joint obligations on persons defined as an insured person. This means that the responsibilities, acts and failures to act of a person defined as an insured person will be binding upon another person defined as an insured person.

Conformity To State Statutes

When the policy provisions conflict with the statutes of the state in which the residence premises is located, the provisions are amended to conform to such statutes.

Coverage Changes

When we broaden coverage during the policy period without charge, you have the new features if you have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy are based on information you have given us. You agree to cooperate with us in determining if this information is correct and complete. You agree that if this information changes, or if this information is incorrect or incomplete, we may adjust your coverage and premium accordingly during the policy period.

Any calculation of your premium or changes in your coverage will be made using the rules, rates and forms on file, if required, for our use in your state. The rates in effect at the beginning of your current policy period will be used to calculate any change in your premium.



Policy Transfer

Continued Coverage After Your Death

Cancellation

Our Right to Cancel:

Subject to the following two paragraphs, any and all lawsuits, in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the residence premises is located. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located

House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is:



Page 7 of 29

In the state in which the residence premises is located, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other occurrence for which coverage applies under this policy, happens outside the state in which the residence premises is located, lawsuits regarding that covered loss to property, or other covered occurrence, may also be brought in the judicial district where that covered loss to property or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

Action Against Us

No one may bring an action against us unless there has been full compliance with all policy terms.

Any action against us to which neither the **Action Against Us** provision located in **Section I Conditions** nor the **Action Against Us** provision located in **Section II Conditions** applies must be commenced within one year of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

Arbitration

Any claim or dispute in any way related to this policy, by an **Insured person** against us or us against an **Insured person**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

1. no arbitrator shall have the authority to award punitive damages or attorney's fees;
2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Section I—Your Property

Dwelling Protection—Coverage A

Property We Cover Under Coverage A:

1. Your dwelling, including attached structures, structures connected to your dwelling by only a fence, utility line, or similar connection are not considered attached structures.
2. Construction materials and supplies at the residence premises for use in connection with your dwelling.
3. Wall-to-wall carpeting fastened to your dwelling.

Property We Do Not Cover Under Coverage A:

1. Any structure, including fences, or other property covered under **Other Structures Protection—Coverage B**.
2. Land.
3. Satellite dish antennas and their systems, whether or not attached to your dwelling.

Other Structures Protection—Coverage B

Property We Cover Under Coverage B:

1. Structures at the address shown on the Policy Declarations separated from your dwelling by clear space.
2. Structures at the address shown on the Policy Declarations connected to your dwelling by only a fence, utility line, or similar connection.
3. Construction materials and supplies at the residence premises for use in connection with structures other than your dwelling.
4. Wall-to-wall carpeting fastened to building structures other than your dwelling, at the address shown on the Policy Declarations.

Property We Do Not Cover Under Coverage B:

1. Structures used in whole or in part for business purposes.
2. Any structure or other property covered under **Dwelling Protection—Coverage A**.



House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is:



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Page 9 of 29

- 1) destruction for a military purpose; or
- 2) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

9. Soil conditions, including, but not limited to, corrosive action, chemicals, compounds, elements, suspensions, crystal formations or gels in the soil.

10. Vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

However, we will not apply this exclusion to sudden and accidental direct physical loss which consists of, is caused by, or would not have occurred but for:

- a) a fire or an explosion at your residence premises;
- b) smoke or soot resulting from food preparation at your residence premises;
- c) the malfunction of a heating or air conditioning system or a household appliance at your residence premises;
- d) smoke, soot or fumes originating away from your residence premises, provided the smoke, soot or fumes:

- 1) were not from industrial, governmental or military operations, agricultural smudging, or the manufacturing of any controlled substance; and
- 2) did not result from nuclear hazard meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;

- e) spray, overspray, spatter, or spillage by a person located on the ground at the residence premises or in or upon a structure we cover at the residence premises, of lawfully possessed, commercially available supplies manufactured or produced for use in food preparation, personal hygiene, or for cleaning or maintaining a residential property or personal property;
- f) spray, overspray, spatter or spillage of lawfully possessed, commercially available supplies by a person performing cleaning or other maintenance services at a premises located within 500 feet of the residence premises;
- g) spillage or release at your residence premises of gas or oil, in any form, used to prepare foods at your residence premises, or to heat the dwelling

or other building structures at your residence premises, when such spillage or release results in a fire or an explosion at your residence premises; or

- h) fuel, oil or other fluids necessary to operate a motorized land vehicle if, at the time of the loss, such fuel, oil or other fluids are being used solely for the purpose of operating a motorized land vehicle and the loss results from a collision, at the residence premises, of the motorized land vehicle with property we cover under **Dwelling Protection-Coverage A** or **Other Structures Protection-Coverage B**.

- 11. Lack of utility services at the residence premises, meaning loss or interruption of, lack or loss of access to, or unavailability of, one or more utility services for the residence premises, including, but not limited to, electric, natural gas or other fuels, water, sanitation, sewer, cable or communication services, unless the lack of utility services results solely from a sudden and accidental direct physical loss to property located at the residence premises caused by an event, peril or condition not excluded by this policy.

When the lack of utility services results in freezing of:

- a) plumbing, automatic fire protective sprinkler systems, heating or air conditioning systems;
- b) household appliances; or
- c) swimming pools, hot tubs or spas located within a heated portion of the dwelling, or their filtration and circulation systems located within a heated portion of the dwelling;

or when the lack of utility services results in discharge, leakage or overflow from within a), b), or c) above caused by freezing, we do cover sudden and accidental direct physical loss caused by the freezing if you used reasonable care to maintain heat in the building structure. If the building structure is not equipped with an automatic fire protective sprinkler system, you may elect to shut off the water supply and drain the water from the systems, appliances, swimming pools, hot tubs, spas and their filtration and circulation systems instead of maintaining heat in the building structure.

- 12. Inability of an insured person to use, access or remain at the residence premises due to an actual



House & Home Policy

Policy number:

Policy effective date:

Your Allstate agency is

Page 10 of 29

impending or expected lack, impassability or unavailability of any reasonable means of ingress to or egress from the residence premises, including, but not limited to, roads, highways, causeways, sidewalks, paths, rails, bridges, tunnels or waterways.

For purposes of this exclusion, a particular means of ingress or egress will be considered impassable or unavailable if:

- a) it cannot be safely traveled due to physical damage or destruction of that means of ingress or egress; or,
- b) it cannot be traveled due to actions by others, including, but not limited to, civil, governmental or military authorities which prohibit or restrict travel using that means of ingress or egress.

13. Seizure, confiscation or quarantine by civil, governmental or military authority.

We will cover sudden and accidental direct physical loss caused by actions of civil, governmental or military authority to prevent the spread of fire.

14. The manufacturing of any controlled substance.

15. Weather Conditions that contribute in any way with an event, peril or condition excluded under Losses We Do Not Cover Under Coverages A and B to produce a loss.

- B. Under Dwelling Protection-Coverage A and Other Structures Protection-Coverage B of this policy, we do not cover any loss consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by, or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss.

- C. When loss is not excluded under paragraph A or paragraph B of Losses We Do Not Cover Under Coverages A and B, and there are two or more causes**

of loss to the covered property, we do not cover the loss if the predominant cause(s) of loss is (are) excluded under paragraph D, immediately below.

- D. Under Dwelling Protection-Coverage A and Other Structures Protection-Coverage B of this policy, we do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.**

1. The failure by any insured person to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss we cover.

2. - Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an insured person.

- 3) Intentional or criminal acts of or at the direction of any insured person, if the loss then occurs:
- a) may be reasonably expected to result from such acts; or
 - b) is the intended result of such acts.

This exclusion applies regardless of whether the insured person is actually charged with, or convicted of, a crime.

- 4. Collapse**, except as specifically provided in Section I Additional Protection under Item 10, "Collapse."

- 5. a) Wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect;
 - b) mechanical breakdown;
 - c) growth of trees, shrubs, plants or lawns, regardless of whether such growth is above or below the surface of the ground;
 - d) rust or other corrosion;
 - e) settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings; or
 - f) insects, rodents, birds or domestic animals.
- We do cover the breakage of glass or safety glazing materials caused by birds.

If any of a) through f) causes the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system,

House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is:



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Page 11 of 29

a household appliance or an automatic fire protective sprinkler system within your dwelling, we cover the direct physical damage caused by the water or steam.

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 your dwelling necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water or steam escaped.

6. Freezing of:

- a) plumbing, automatic fire protective sprinkler systems, heating or air conditioning systems;
- b) household appliances; or
- c) swimming pools, hot tubs or spas located within a heated portion of the dwelling, or their filtration and circulation systems located within a heated portion of the dwelling;

or discharge, leakage or overflow from within a), b) or c) above, caused by freezing, while the building structure is vacant, unoccupied or being constructed, unless you have used reasonable care to maintain heat in the building structure. If the building structure is not equipped with an automatic fire protective sprinkler system, you may elect to shut off the water supply and drain the water from the systems, appliances, swimming pools, hot tubs, spas and their filtration and circulation systems. Instead of maintaining heat in the building structure.

- 7. Freezing, thawing, pressure or weight of water, snow or ice, whether or not driven by wind. This exclusion applies to fences, pavements, patios, foundations, retaining walls, bulkheads, piers, wharves and docks. This exclusion also applies to swimming pools, hot tubs, spas, and their filtration and circulation systems, which are not located within a heated portion of the dwelling.

- 8. Seepage, meaning continuous or repeated seepage, or leakage over a period of weeks, months, or years, of water, steam or fuel:
 - a) from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a domestic appliance; or
 - b) from, within or around any plumbing fixtures, including, but not limited to, shower stalls,

shower, baths, tub installations, sinks or other fixtures designed for the use of water or steam.

- 9. Theft from your residence premises while your dwelling is under construction, or of materials and supplies for use in construction, until your dwelling is completed and occupied.
- 10. Vandalism or malicious mischief if your dwelling is vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A dwelling under construction is not considered vacant or unoccupied.
- 11. Planning, Construction or Maintenance, meaning:
 - a) planning, zoning, development, surveying, siting;
 - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c) materials used in repair, construction, renovation or remodeling; or
 - d) maintenance,
 of property whether on or off the residence premises by any person or organization.

Personal Property Protection-Coverage C

Property We Cover Under Coverage C:

- 1. Personal property owned or used by an insured person anywhere in the world. When personal property is located away from the residence premises, coverage is limited to 10% of Personal Property Protection-Coverage C.
- 2. At your option, personal property owned by a guest or residence employee while the property is in a residence you are occupying.

Limitations On Certain Personal Property:

Limitations apply to the following groups of personal property. If personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under Personal Property Protection-Coverage C. The total amount of coverage for each group in any one loss is as follows:

- 1. \$ 200 — Property used or intended for use in a business while the property is away from the residence premises. This does not



Your Allstate agency is:

10. Manuscripts, including documents stored on electronic media.

House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is



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Page 13 of 29

Losses We Cover Under Coverage C:

We will cover sudden and accidental direct physical loss to the property described in **Personal Property Protection Coverage C** caused by the following, except as limited or excluded in this policy:

1. Fire or lightning.
2. Windstorm or hail.

We do not cover:

- a) loss to covered property inside a building structure caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall;
- b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building structure. However, we do cover canoes and rowboats on the residence premises.

3. Explosion.
4. Riot or civil commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke.
8. Vandalism and malicious mischief.

We do not cover vandalism or malicious mischief if your dwelling has been vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A dwelling under construction is not considered vacant or unoccupied.

9. Falling objects.

We do not cover loss to personal property inside a building structure unless the falling object first damages the exterior walls or roof of the building structure.

10. Weight of ice, snow or sleet which causes damage to personal property in a building structure, but only if the building structure is damaged due to the weight of ice, snow or sleet.

11. Artificially generated electrical current to electronics, electrical appliances, fixtures and wiring.

12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system or an appliance for heating water.

13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protective sprinkler system, or from a household appliance due to accidental discharge or overflow.

We do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

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

We do not cover loss at the residence premises under items 12, 13, and 14, immediately above, which is caused by freezing while the building structure is vacant, unoccupied or under construction, or when freezing results from a lack of utility services at the residence premises to which item A.10 in **Losses We Do Not Cover Under Coverage C** applies, unless you have used reasonable care to maintain heat in the building structure. If the building structure is not equipped with an automatic fire protective sprinkler system, you may elect to shut off the water supply and drain the water from the systems and appliances instead of maintaining heat in the building structure.

15. Theft or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

We do not cover:

- a) theft or attempted theft committed by an insured person.
- b) theft in or from the residence premises while under construction or of materials and supplies for use in construction until the dwelling is completed and occupied.



House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is

Page 14 of 29

- c) theft of any property while at any other residence owned, rented to or occupied by an insured person, unless the insured person is temporarily residing there;
- d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the residence premises; or
- e) theft from that part of the residence premises rented by you to other than an insured person.

16. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any building structure on the residence premises. This does not include damage to the glass.

Losses We Do Not Cover Under Coverage C:

- A. Under Personal Property Protection Coverage C of this policy, we do not cover any loss which consists of, is caused by, or would not have occurred but for, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of: a) the cause or source of the excluded event, peril or condition; b) any other causes contributing concurrently or in any sequence with the excluded event, peril or condition to produce the loss; or c) whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces:
 - 1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind;
 - 2. Water or any other substance that backs up through sewers or drains;
 - 3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure;
 - 4. Water or any other substance on or below the surface of the ground. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the residence premises.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.

- 5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from earth movement.

- 6. Actions taken by civil, governmental or military authorities:
 - a) to enforce any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of any building structure, other structure or land at the residence premises; or
 - b) requesting, demanding or ordering that an insured person test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, or neutralize, or in any way respond to or assess the effects of, any loss or potential loss at the residence premises.

However, we will cover sudden and accidental direct physical loss caused by actions of civil, governmental or military authority to prevent the spread of fire.

- 7. Nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss which consists of, is caused by, or would not have occurred but for the nuclear hazard is not considered loss by fire, explosion or smoke.
- 8.
 - a) War, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or
 - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

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House & Home Policy
 Policy number:
 Policy effective date:
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Page 15 of 29

9. Vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants;

However, we will not apply this exclusion to sudden and accidental direct physical loss which consists of, is caused by, or would not have occurred but for:

- a) a fire or an explosion at your residence premises;
- b) smoke or soot resulting from food preparation at your residence premises;
- c) the malfunction of a heating or air conditioning system or a household appliance at your residence premises;
- d) smoke, soot or fumes originating away from your residence premises, provided the smoke, soot or fumes:
 - 1) were not from industrial, governmental or military operations, agricultural emulsions, or the manufacturing of any controlled substance; and
 - 2) did not result from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;
- e) spray, overspray, spatter, or spillage, by a person located on the ground at the residence premises or in or upon a structure we cover at the residence premises, of lawfully possessed, commercially available supplies manufactured or produced for use in food preparation, personal hygiene, or for cleaning or maintaining a residential property or personal property;
- f) spillage or release at your residence premises of gas or oil, in any form, used to prepare foods at your residence premises, or to heat the dwelling or other building structures at your residence premises, when such spillage or release results in a fire or an explosion at your residence premises; or
- g) fuel, oil or other fluids necessary to operate a motorized land vehicle if, at the time of the loss, such fuel, oil or other fluids are being used solely for the purpose of operating a motorized land vehicle and the loss results from a collision at the residence premises, of the motorized land vehicle with property we cover under Dwelling Protection Coverage A or Other Structures Protection Coverage B.

10. Lack of utility services at the residence premises, meaning loss or interruption of, lack or loss of access to, or unavailability of, one or more utility services for the residence premises, including, but not limited to, electric, natural gas or other fuels, water, sanitation, sewer, cable or communication services, unless the lack of utility services results solely from a sudden and accidental direct physical loss to property located at the residence premises caused by an event, peril or condition not excluded by this policy.

When the lack of utility services results in freezing of:

- a) plumbing, automatic fire protective sprinkler system, heating or air conditioning systems; or
- b) household appliances;

or when the lack of utility services results in discharge, leakage or overflow from within a) or b) above caused by freezing, we do cover sudden and accidental direct physical loss caused by the freezing if you used reasonable care to maintain heat in the building structure. If the building structure is not equipped with an automatic fire protective sprinkler system, you may elect to shut off the water supply and drain the water from the systems and appliances, instead of maintaining heat in the building structure.

11. Inability of an insured person to use, access or retain personal property we cover under Personal Property Protection Coverage C due to an actual, impending or expected lack, impassability or unavailability of any reasonable means of ingress to or egress from the residence premises or any other location where the property is located, including, but not limited to, roads, highways, causeways, sidewalks, paths, rails, bridges, tunnels or waterways.

For purposes of this exclusion, a particular means of ingress or egress will be considered impassable or unavailable if:

- a) it cannot be safely traveled due to physical damage or destruction of that means of ingress or egress; or
- b) it cannot be traveled due to actions by others, including, but not limited to, civil, governmental, or military authorities which prohibit or restrict travel using that means of ingress or egress.



12. Weather Conditions that contribute in any way with an event, peril or condition excluded under Losses We Do Not Cover Under Coverage C to produce a loss.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in Section I Conditions. Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss.

D. Under Personal Property Protection-Coverage C of this policy, we do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

- This exclusion applies regardless of whether the insured person is actually charged with or convicted of a crime.

4. Planning, Construction or Maintenance, meaning:
Faulty, inadequate or defective:
- a) planning, zoning, development, surveying, siting;
 - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c) materials used in repair, construction, renovation or remodeling; or
 - d) maintenance;

of property whether on or off the residence premises by any person or organization.

Additional Living Expense

We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living when a direct physical loss we cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** makes your residence premises uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions: Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss.**

Payment for additional living expense as a result of a covered loss under **Dwelling Protection-Coverage A**, **Other Structures Protection-Coverage B** or **Personal Property Protection-Coverage C** will be limited to the least of the following:

- the time period required to repair or replace the property we cover, using due diligence and dispatch;
- if you permanently relocate, the shortest time for your household to settle elsewhere; or
- 12 months.

These periods of time are not limited by the termination of this policy.

In no event shall our payment for additional living expenses exceed the Limit Of Liability shown on your Policy Declarations for Additional Living Expense.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

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House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is:



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Page 17 of 29

No deductible applies to this protection.

2. Civil, Governmental And Military Authorities

We will pay the reasonable and necessary increase in living expenses for up to two weeks should civil, governmental or military authorities prohibit the use of the residence premises due to a loss at a neighboring premises caused by an event, peril or condition we insure against under Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C. However, payments for increase in living expenses due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss.

The two-week period of time referenced above is not limited by the termination of this policy.

No deductible applies to this protection.

3. Debris Removal

We will pay reasonable expenses you incur to remove debris of covered property damaged by a loss we cover. If the loss to the covered property and the cost of debris removal are more than the Limit Of Liability shown on the Policy Declarations for the covered property, we will pay up to an additional 5% of that limit for debris removal.

4. Emergency Removal Of Property

We will pay for sudden and accidental direct physical loss to covered property from any cause while removed from a premises because of danger from a loss we cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

5. Fire Department Charges

We will pay up to \$500 for service charges made by fire departments called to protect your property from a loss we cover at the residence premises.

No deductible applies to this protection.

6. Temporary Repairs After A Loss

We will reimburse you up to \$5,000 for the reasonable and necessary cost you incur for temporary repairs to protect covered property from further imminent covered loss following a loss we cover. This coverage does not

increase the limit of liability applying to the property being repaired.

7. Trees, Shrubs, Plants And Lawns

We will pay up to 5% of the Limit Of Liability shown on the Policy Declarations under Dwelling Protection-Coverage A for loss to trees, shrubs, plants and lawns at the address of the residence premises. We will not pay more than \$500 for any one tree, shrub, or plant, including expenses incurred for removing debris. This coverage applies only to sudden and accidental direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned by an occupant of the residence premises, vandalism or malicious mischief, theft, or collapse of a building structure or any part of a building structure.

We will pay up to \$500 for reasonable expenses you incur for the removal of debris of trees at the address of the residence premises for sudden and accidental direct physical loss caused by windstorm, hail, or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under Dwelling Protection-Coverage A or Other Structures Protection-Coverage B.

We do not cover trees, shrubs, plants, or lawns grown for business purposes.

This coverage does not increase the Dwelling Protection-Coverage A limit of liability.

8. Power Interruption

We will pay up to \$500 for loss to the contents of freezers and refrigerated units on the residence premises caused by the interruption of power which occurs off the residence premises. If a power interruption is known to an insured person, all reasonable means must be used to protect the contents of freezers and refrigerated units.

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

9. Arson Reward

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under Section I of this policy. The \$5,000 limit applies regardless of the number of persons providing information.



10. Collapse

- a) the entire collapse of a covered building structure;
- b) the entire collapse of part of a covered building structure; and
- c) direct physical loss to covered property caused by a) or b) above.

- a) a loss we cover under **Section I, Personal Property Protection Coverage C**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain, snow or ice which collects on a roof;
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Loss to an awning, fence, patio, deck, playground, swimming pool, underground pipe, flue, drain, cesspool, fuel oil tank, septic tank, cistern or similar system, foundation, retaining wall, bulkhead, pier, wharf or dock is not included, unless the loss is a direct result of the collapse of a building structure or part of a building structure that is a sudden and accidental direct physical loss caused by one or more of the following:

- This coverage does not increase the limit of liability applying to the covered property.**

27. Land

The Section I Losses We Do Not Cover Under Coverages A and B reference to earth movement does not apply to the loss of land stability provided under this additional protection.

12.- Lock Replacement:

This coverage does not increase the limit of liability that applies to the covered property.

Section I Conditions

- 1. Deductible**
We will pay when a covered loss exceeds the applicable deductible shown on the Policy Declarations. We will then pay only the excess amount, unless we have indicated otherwise in this policy.
- 2. Insurable Interest And Our Liability**
In the event of a covered loss, we will not pay for more than an insured person's insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.
- 3. What You Must Do After A Loss**
In the event of a loss to any property that may be covered by this policy, you must:

 - immediately give us or our agent notice. Report any theft to the police as soon as possible.
 - protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.

House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is:



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Page 19 of 29

- c) separate damaged from undamaged personal property. Give us a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.
- d) give us all accounting records, bills, invoices and other vouchers, or certified copies, which we may reasonably request to examine and permit us to make copies.
- e) produce receipts for any increased costs to maintain your standard of living while you reside elsewhere, and records supporting any claim for loss of rental income.
- f) as often as we reasonably require:
 - 1) show us the damaged property. We have a right to reasonable and safe opportunities to view and inspect the loss as often as necessary, unimpeded by actions of you or others, including, but not limited to, civil, governmental or military authorities, that prevent us from viewing and inspecting the loss. We may require you to accompany us when we conduct these activities.
 - 2) at our request, submit to examinations under oath, separately and apart from any other person defined as you or insured person and sign a transcript of the same.
 - 3) produce representatives, employers, members of the insured person's household or others to the extent it is within the insured person's power to do so; and
- g) within 60 days after the loss, give us a signed, sworn proof of the loss. This statement must include the following information:
 - 1) the date, time, location and cause of loss;
 - 2) the interest insured persons and others have in the property, including any encumbrances;
 - 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
 - 4) any other insurance that may cover the loss;
 - 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period; and
 - 6) at our request, the specifications of any damaged building structure or other structure.

We have no duty to provide coverage under this section if you, an insured person, or a representative of either fail to comply with items a) through g) above; and this failure to comply is prejudicial to us.

4. Our Settlement Options

In the event of a covered loss, we have the option to:

- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property as described in Condition 5, "How We Pay For A Loss."

Within 30 days after we receive your signed, sworn proof of loss, we will notify you of the option or options we intend to exercise.

5. How We Pay For A Loss

Under Dwelling Protection-Coverage A, Other Structures Protection-Coverage B and Personal Property Protection-Coverage C, payment for covered loss will be by one or more of the following methods:

- a) Special Payment. At our option, we may make payment for a covered loss before you repair, rebuild or replace the damaged, destroyed or stolen property if:
 - 1) the whole amount of loss for property covered under Dwelling Protection-Coverage A and Other Structures Protection-Coverage B, without deduction for depreciation, is less than \$2,500 and if the property is not excluded from the Building Structure Reimbursement provision; or
 - 2) the whole amount of loss for property covered under Personal Property Protection-Coverage C, without deduction for depreciation, is less than \$2,500, your Policy Declarations shows that the Personal Property Reimbursement provision applies, and the property is not excluded from the Personal Property Reimbursement provision.
- b) Actual Cash Value. If you do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the Limit of Liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

You may make claim for additional payment as described in paragraph c) and paragraph d) below if applicable. If you repair or replace the damaged,



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Personal Property Reimbursement will be limited to the difference between any actual cash value

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House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is:



Page 21 of 29

payment made for the covered loss to personal property and the smallest of 1), 2) or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under **Dwelling Protection-Coverage A and Other Structures Protection-Coverage B**, except wall-to-wall carpeting;
- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;
- 3) articles whose age or history contribute substantially to their value. This includes, but is not limited to, memorabilia, souvenirs and collector's items;
- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss; or
- 5) motorized land vehicles used solely for the service of the insured premises and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled and not licensed for use on public roads.

6. Our Settlement Of Loss

We will settle any covered loss with you unless some other person or entity is named in the policy. We will settle within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between you and us, an appraisal award or a court judgment.

7. Appraisal

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the 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 determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to you and to us, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A

written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser if chosen, and equally bear expenses for the umpire and all other appraisal expenses.

8. Abandoned Property

We are not obligated to accept any property or responsibility for any property abandoned by an insured person.

9. Permission Granted To You

- a) The residence premises may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy. A building structure under construction is not considered vacant.
- b) You may make alterations, additions or repairs, and you may complete structures under construction.

10. Our Rights To Recover Payment

When we pay for any loss, an insured person's right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them. You may waive your rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

11. Our Rights To Obtain Salvage

We have the option to take all or any part of the damaged or destroyed covered property upon replacement by us or payment of the agreed or appraised value.

We will notify you of our intent to exercise this option within 30 days after we receive your signed, sworn proof of loss. If no signed, sworn proof of loss is requested by us, we will notify you of our intent to exercise this option within 60 days after the date you report the loss to us.

When we settle any loss caused by theft or disappearance, we have the right to obtain all or part of any property which may be recovered. An insured person must protect this right and inform us of any property recovered. We will inform you of our intent to exercise this right within 10 days of your notice of recovery to us.



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9. Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss:
In the event of a covered water loss under Dwelling Protection-Coverage A: Other Structures Protection.

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House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is:



Page 23 of 29

Coverage B or Personal Property Protection-Coverage C: we will pay up to \$9,000 for mold, fungus, wet rot or dry rot remediation.

Remediation means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property we cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain your normal standard of living if mold, fungus, wet rot or dry rot makes your residence premises uninhabitable. Remediation also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This Condition does not increase the limits of liability under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C**.

This Condition does not increase the limits of liability under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C**.

Section II—Family Liability And Guest Medical Protection

Family Liability Protection-Coverage X

Losses We Cover Under Coverage X:

Subject to the terms, conditions and limitations of this policy, we will pay damages which an **Insured person** becomes legally obligated to pay because of **bodily injury or property damage** arising from an occurrence to which this policy applies, and is covered by this part of the policy.

We may investigate or settle any claim or suit for covered damages against an **Insured person**. If an **Insured person** is sued for these damages, we will provide a defense with counsel of our choice, even if the allegations are groundless, false or fraudulent. We are not obligated to pay any claim or judgment after we have exhausted our limit of liability.

Losses We Do Not Cover Under Coverage X:

1. We do not cover any **bodily injury or property damage** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **Insured person**. This exclusion applies even if:
 - a) such **Insured person** lacks the mental capacity to govern his or her conduct;

- b) such **bodily injury or property damage** is of a different kind or degree than intended or reasonably expected; or
- c) such **bodily injury or property damage** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether such **Insured person** is actually charged with, or convicted of, a crime.

2. We do not cover **bodily injury** to an **Insured person** or **property damage** to property owned by an **Insured person** whenever any benefit of this coverage would accrue directly or indirectly to an **Insured person**.
3. We do not cover **bodily injury** to any person eligible to receive any benefits required to be provided, or voluntarily provided, by an **Insured person** under any workers' compensation, non-occupational disability or occupational disease law.
4. We do not cover **bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.

We will not apply this exclusion to **bodily injury** to a residence employee.

5. We do not cover **bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. We will not apply this exclusion to:
 - a) a motor vehicle in dead storage or used exclusively on an **Insured premises**;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **Insured person** and is being used away from an **Insured premises**;
 - c) a motorized wheelchair;
 - d) a vehicle used to service an **Insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
 - e) a golf cart owned by an **Insured person** when used for golfing purposes;
 - f) a trailer of the boat, camper, home or utility type, unless it is being towed or carried by a motorized land vehicle;
 - g) lawn or garden implements under 40 horsepower, or



b) bodily injury to a residence employee

- We will not apply this exclusion to bodily injury to a residence employee.**

- arising from the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or unloading of any aircraft, watercraft, hovercraft, motorized land vehicle or trailer which is not covered under Section II of this policy.

- We will not apply this exclusion to **bodily injury** which results from such discharge, dispersal, release or escape, if the discharge, dispersal, release or escape is sudden and accidental.

9. We do not cover any property damage which results in any manner from vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

12. We do not cover bodily injury or property damage arising out of the past or present business activities of an insured person.

We will not apply this exclusion to **bodily injury** or **property damage** arising from the occasional or part-time business activities of an insured person who is a student under 21 years of age who is self-employed and has no employees.

- 13. We do not cover bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or controlled by an insured person. We will not apply this exclusion to bodily injury to a residence employee.**

14. We do not cover **property damage** to property rented to, occupied or used by, or in the care of, an insured person. We will not apply this exclusion if the **property damage** is caused by fire, explosion or smoke.

15. We do not cover any liability an insured person assumes arising out of any contract or agreement.

16. We do not cover **bodily injury or property damage** caused by:
- a) war, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or
 - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is



Page 25 of 29

17. We do not cover **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

18. We do not cover any liability imposed upon any insured person by any civil, governmental or military authority for **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

19. We do not cover any loss, cost or expense arising out of any request, demand, or order that any insured person test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, or neutralize, or in any way, respond to or assess the effects of any type of vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

20. We do not cover **bodily injury** or **property damage** arising out of nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. **Bodily injury** or **property damage** arising out of a nuclear hazard is not considered as arising from fire, explosion or smoke.

21. We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of hovercrafts. We will not apply this exclusion to **bodily injury** to a residence employee.

Guest Medical Protection-Coverage Y

Losses We Cover Under Coverage Y:

We will pay the reasonable expenses incurred for necessary medical, surgical, X-ray and dental services, ambulance, hospital, licensed nursing and funeral services, and prosthetic devices, eye glasses, hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an occurrence causing **bodily injury** to which this policy applies, and is covered by this part of the policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on the insured premises with the permission of an insured person; or

2. off the insured premises, if the **bodily injury**:
 - a) arises out of a condition on the insured premises or immediately adjoining ways;
 - b) is caused by the activities of an insured person or a residence employee;
 - c) is caused by an animal owned by or in the care of an insured person; or
 - d) is sustained by a residence employee.

Losses We Do Not Cover Under Coverage Y:

1. We do not cover any **bodily injury** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any insured person. This exclusion applies even if:
 - a) such insured person lacks the mental capacity to govern his or her conduct;
 - b) such **bodily injury** is of a different kind or degree than intended or reasonably expected; or
 - c) such **bodily injury** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether such insured person is actually charged with, or convicted of, a crime.

2. We do not cover **bodily injury** to any insured person or regular resident of the insured premises. We will not apply this exclusion to a residence employee.
3. We do not cover **bodily injury** to any person eligible to receive any benefits required to be provided, or voluntarily provided, under any workers' compensation, non-occupational disability or occupational disease law.
4. We do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft. We will not apply this exclusion to **bodily injury** to a residence employee.

5. We do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. We will not apply this exclusion to:
 - a) a motor vehicle in dead storage or used exclusively on an insured premises;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an insured person and is being used away from an insured premises;



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16. We do not cover bodily injury arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of hovercrafts.

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House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is:



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Page 27 of 29

We will not apply this exclusion to **bodily injury** to a residence employee.

Section II Additional Protection

We will pay, in addition to the limits of liability:

1. Claim Expenses

We will pay:

- all costs we incur in the settlement of any claim or the defense of any suit against an **insured person**;
- interest accruing on damages awarded until such time as we have paid, formally offered, or deposited in court the amount for which we are liable under this policy; interest will be paid only on damages which do not exceed our limits of liability;
- premiums on bonds required in any suit we defend; we will not pay bond premiums in an amount that is more than our limit of liability; we have no obligation to apply for or furnish bonds;
- up to \$150 per day for loss of wages and salary when we ask you to attend trials and hearings;
- any other reasonable expenses incurred by an **insured person** at our request.

2. Emergency First Aid

We will pay reasonable expenses incurred by an **insured person** for first aid to other persons at the time of an accident involving **bodily injury** covered under this policy.

3. Damage To Property Of Others

At your request, we will pay up to \$1,000 each time an **insured person** causes **property damage** to someone else's property. At our option, we will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

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

- to property covered under **Section I** of this policy;
- to property intentionally damaged by an **insured person** who has attained the age of 13;
- to property owned by or rented to an **insured person**, any tenant of an **insured person**, or any resident in your household; or
- arising out of:
 - past or present business activities;
 - any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or

- the ownership or use of a motorized land vehicle, trailer, aircraft, hovercraft or watercraft.

Section II Conditions

1. What You Must Do After A Loss

In the event of **bodily injury** or **property damage**, you must do the following:

- Promptly notify us or our agent stating:
 - your name and policy number;
 - the date, the place and the circumstances of the loss;
 - the name and address of anyone who might have a claim against an **insured person**;
 - the names and addresses of any witnesses.
- Promptly send us any legal papers relating to the accident.
- At our request, an **insured person** will:
 - cooperate with us and assist us in any matter concerning a claim or suit;
 - help us enforce any right of recovery against any person or organization who may be liable to an **insured person**;
 - attend any hearing or trial.
- Under the **Damage To Property Of Others** protection, give us a sworn statement of the loss. This must be made within 60 days after the date of loss. Also, an **insured person** must be prepared to show us any damaged property under that person's control.

Any **insured person** will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

2. What An Injured Person Must Do—Guest Medical Protection Coverage Y

If someone is injured, that person, or someone acting for that person, must do the following:

- Promptly give us written proof of the loss. If we request, this must be done under oath.
- Give us written authorization to obtain copies of all medical records and reports.
- Permit doctors we select to examine the injured person as often as we may reasonably require.



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House & Home Policy
 Policy number:
 Policy effective date:
 Your Allstate agency is:



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Page 29 of 29

Protection-Coverage C, is increased to the amount shown on the Policy Declarations. This increased coverage includes property held as samples or for sale or delivery after sale, while the property is on the residence premises.

3. Fire Department Charges-Coverage F:

The \$500 limit applying to the fire department service charges under **Additional Protection** is increased to the amount shown on the Policy Declarations.

4. Loss Assessments-Coverage G:

If your residence premises includes a building structure which is constructed in common with one or more similar buildings, and you are a member of, and subject to the rules of, an association governing the areas held in common by all building owners as members of the association, the **insured premises** means the building structure occupied exclusively by your household as a private residence, including the grounds, related structures and private approaches to them.

We will pay your share of any special assessments charged against all building owners by the association up to the limit of liability shown on the Policy Declarations, when the assessment is made as a result of:

- a) sudden and accidental direct physical loss to the property held in common by all building owners caused by a loss we cover under **Section I** of this policy; or
- b) bodily injury or property damage covered under **Section II** of this policy.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

We will pay only when the assessment levied against the insured person, as a result of any one loss, for bodily injury or property damage exceeds \$500, and then only for the amount of such excess. This coverage is not subject to any deductible applying to **Section I** of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to **Sections I** and **II** of this policy and the **Section I** and **II** Conditions, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

5. Extended Coverage On Jewelry, Watches And Furs-Coverage J:

Personal Property Protection-Coverage C is extended to pay for sudden and accidental direct physical loss to the following property, subject to the provisions in this coverage:

- a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum, and
- b) furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations. This amount is not in addition to the amount of insurance applying to **Personal Property Protection-Coverage C**. However, in no event will coverage be less than would have applied in the absence of **Coverage J**.

The following exclusions contained in **Losses We Do Not Cover Under Coverage C** apply to the coverage afforded under this **Coverage J**: items A, 7, A, 8, D, I and D, 3. In addition, we do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces:

- a) wear and tear;
- b) gradual deterioration;
- c) inherent vice; or
- d) insects or vermin.

Any deductible shown on the Policy Declarations applicable to **Personal Property Protection-Coverage C**, also applies to a loss under this coverage.

6. Increased Coverage On Theft Of Silverware-Coverage ST:

The \$2,500 limitation on theft of goldware, silverware, pewterware and platinumware under **Personal Property Protection-Coverage C** is increased to the amount shown on the Policy Declarations.



Policy Endorsement

Policy number:

Policy effective date:

Your Allstate agency is

*The following endorsement changes your policy.
Please read this document carefully and keep it with
your policy.*

Windstorm And Hail Deductible Endorsement - AVP82

Under **Section I Conditions, Condition 1, "Deductible,"** the following is added:

Windstorm And Hail Deductible

The **windstorm** and hail deductible applies in the event of covered loss caused by **windstorm** or hail.

The **windstorm** and hail deductible amount will appear on your Policy Declarations. We will pay only when a covered loss to which this deductible applies exceeds the **windstorm** and hail deductible amount. We will then pay only the excess amount.

If another deductible applicable to the loss exceeds the **windstorm** and hail deductible, the greater deductible will be applied to the loss.

All other policy terms and conditions apply.