

From: [CouncilMeeting Comments](#)
To: [Michelle Nance](#)
Subject: FW: Home Improvement Program Emergency Grant Request for Low-Income Senior
Date: Wednesday, July 10, 2024 11:24:58 AM
Attachments: [We sent you safe versions of your files.msg](#)
[Gilmore, Iris Emergency Grant Request.07.2024.pdf](#)

From: Doreen Yarson [REDACTED]
Sent: Wednesday, July 10, 2024 10:02 AM
To: CouncilMeeting Comments <CouncilMeetingComments@palmdesert.gov>
Subject: Home Improvement Program Emergency Grant Request for Low-Income Senior

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Good morning,

I've attached a letter, photos, and homeowners policy for council review. My mother is requesting that her application be considered for the **Home Improvement Program Emergency Grant Request for Low-Income Senior** offered by the city of Palm Desert. My sister Heather Gilmore will be attending the city council meeting on July 11, 2024 to present the request on behalf of our mother Iris Gilmore, [REDACTED] [REDACTED] Palm Desert, CA 92260

We appreciate your attention to her request.

Doreen Yarson and Heather Gilmore for our mother Iris Gilmore

Sent from my iPhone

July, 9, 2024

Home Improvement Program Emergency Grant Request for Low-Income Senior

I am writing to request a home improvement grant on behalf of my mother, Iris Gilmore. Iris is a recent widow and low-income senior citizen residing in a 55+ manufactured home community, Suncrest mobilehome park, [REDACTED]. She has lived in her home since 2013.

She struggles to make ends meet due to a diminished fixed income since the passing of my father in October of 2023. She is unable to afford necessary home repairs and improvements that would enhance her quality of life and ensure her safety and longevity for independent living in her home.

The Palm Desert home improvement grant is for residents who own a mobile home with annual 80% below AMI:

My mother's income level is: \$32,966.40 which is extremely close to the very low income qualification of \$32,650. However, she does meet the 80% low income qualification of \$52,200.

I spoke to Jessica Gonzalez in the housing division in early May. I explained that my mother was able to provide all of the required information for the emergency grant, except for an insurance claim letter. The way my mother's situation was handled by Jessica deeply concerns me, especially the lack of empathy and consideration for her well-being.

*Insurance **Claim Letter**: In the case of emergency conditions (i.e., roof, plumbing, or other items typically covered through a homeowner's insurance policy), provide a letter from your homeowner's insurance company showing acceptance or denial of your insurance claim.*

I clearly explained to Jessica that the water damage to the floor in my mother's home was due to a rodent problem. I described how the significant water damage on the floor of her residence was directly attributable to a rodent infestation. These rodents had gnawed through the washing machine hose, resulting in substantial flooding and extensive damage to the flooring.

As stated in my mother's attached homeowners policy, rodent damage is explicitly not covered. Despite this, no exemptions or accommodations were made on my mother's behalf by Jessica or anyone in the housing division.

Furthermore, Jessica informed me that the emergency grant funds were specifically designated for heating and cooling emergencies. This was in direct contrast to the flyer's statement that the funds could be used for health and safety repairs.

Additionally, the problem with rodents has been addressed. My mother's property now receives pest control services on a monthly basis.

This emergency grant will alleviate the immediate need for a large out-of-pocket expense. The cost of the flooring repair is prohibitive, on my mother's limited fixed income. This grant will help preserve her limited savings and reduce the financial strain on their monthly budget, allowing her to allocate her limited resources to other essential needs. These improvements will not only enhance her living conditions but also offer peace of mind, knowing that her home is safe and supports her needs as she ages.

My mother's home is the cornerstone of her independence, security, and emotional well-being. Her senior community serves as more than just a place of residence; it is a haven where she feels valued, respected, and understood. It is a safe haven that supports her physical health, mental well-being, and overall quality of life. Her wish is to continue living independently in her residence for as long as her physical capabilities allow.

Proposed Home Repairs

The estimate of **\$5770.00** is attached for her flooring repairs. The estimate is provided from a licensed contractor: **KLI CONSTRUCTION INC, 84672 Shiraz Way, Indio, CA 92203 +1** [REDACTED]

Attached are repair estimate, photos of flooring damage, photo rodent damage to the washing machine water hose.

I kindly request your consideration of her home improvement program emergency grant application. The improvements outlined in her request are essential for ensuring my mother's safety and comfort in her home. The financial support offered by this home improvement grant would enable her to live independently and with dignity, while also addressing the critical repairs and modifications that are beyond her financial means. Thank you for your attention to her request and please consider her emergency grant application.

Sincerely,

Doreen Yarson, daughter of Iris Gilmore
Representative for my mother Iris Gilmore

[REDACTED]
Palm Desert, CA 92260
[REDACTED]













From: [CouncilMeeting Comments](#)
To: [Michelle Nance](#)
Subject: FW: Home Improvement Program Emergency Grant Request for Low-Income Senior
Date: Wednesday, July 10, 2024 11:26:05 AM
Attachments: [We sent you safe versions of your files.msg](#)
[Emergency Home Improvement \(1\).pdf](#)

From: Doreen Yarson [REDACTED]
Sent: Wednesday, July 10, 2024 10:06 AM
To: CouncilMeeting Comments <CouncilMeetingComments@palmdesert.gov>
Subject: Re: Home Improvement Program Emergency Grant Request for Low-Income Senior

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Good morning,

I've attached a letter, photos, and homeowners policy for council review. My mother is requesting that her application be considered for the **Home Improvement Program Emergency Grant Request for Low-Income Senior** offered by the city of Palm Desert. My sister Heather Gilmore will be attending the city council meeting on July 11, 2024 to present the request on behalf of our mother Iris Gilmore, [REDACTED] [REDACTED] Palm Desert, CA 92260

We appreciate your attention to her request.

Doreen Yarson and Heather Gilmore for our mother Iris Gilmore

Sent from my iPhone

HOME IMPROVEMENT PROGRAM

Emergency Grant

The Palm Desert Housing Authority provides emergency home improvement grants to qualifying City of Palm Desert residents who own and occupy a single family home or mobile home. A qualified household is one that has an annual income 80% below area median income (AMI). Household income is adjusted based on household size.

WHAT IS CONSIDERED AN EMERGENCY IMPROVEMENT?

- Repairs or replacement of air conditioning units (during summer months)
- Repair or replace heating systems (during winter months)
- Repair or replace roof leaks (during rainy conditions)
- Repairs to plumbing leaks
- Other health and safety related repairs

**FOR MORE INFORMATION,
CONTACT THE CITY OF PALM DESERT
HOUSING DIVISION**



PALM DESERT

cityofpalmdesert.org/housing
760-346-0611 ext. 412

Emergency Grant (EG) Component

Due to very limited funding, various procedures and terms outlined in the HIP Guidelines, under the EG component, have since been modified.

County Median Income Limits for 2023

Income Level	AMI	Income Limits (based on household size)							
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Very Low	50%	\$32,650	\$37,300	\$41,950	\$46,600	\$50,350	\$54,100	\$57,800	\$61,550
Low	80%	\$52,200	\$59,650	\$67,100	\$74,550	\$80,550	\$86,500	\$92,450	\$98,450

Funding Terms

- For very low and low-income households whose income does not exceed: 50% of AMI (for very low-income households; 80% of AMI (for low-income households)
- Maximum grant amount of **\$7,500** for very low-income households; **\$5,000** for low-income households
- Grant agreement that proportionally **forgives** the obligation to repay over five **(5) years** (For example, with a grant of \$5,000, \$1,000 is forgiven annually)
- Deed of trust recorded as security for the performance of the obligations under the grant agreement.
- No repayment is required during the term of the grant agreement unless the property is sold or transferred to a household that exceeds 80% of the AMI.
- Assumable if property is sold or transferred to a household whose income equals or is less than 80% of the AMI.

Basic Qualifications

To qualify for the Program, both participant and the property must satisfy eligibility criteria, including but not limited to the following:

- **Title** - Participants must have title to the property for which the request for funding of improvements is being made.
 - **Owner-Occupancy**: Participants, including all persons holding title to property, must occupy the property as their sole and principal residence, and not own any other improved real property.
 - **Income Eligibility**: The gross household income of all applicants, co-applicants, persons holding title to property, and all occupants 18 years of age or older, will be included to determine eligibility, as outlined on the HIP Income Eligibility Limits form, pursuant to the applicable percentages of the AMI for Riverside County
 - **Frequency of Assistance**: There is no waiting period under the EG; however total EG assistance may not exceed twice the maximum emergency grant amount, provided Total Assistance is not exceeded.
 - **Priorities**: Funding is based on a first-come-first-served basis, limited to emergency items only, and until Program funds are expended
 - **Eligible Improvements**: Covers emergency conditions, as determined by the Administrator, including but not limited to the following:
 - repair or replacement of roof leaks (during rainy conditions)
 - repair of plumbing leaks
 - repair or replacement of inoperable air conditioner (summer months) or heating system (winter months) *
- *When all public utility funding programs have been exhausted and/or denied.**

**CITY OF PALM DESERT – HOUSING DIVISION
HOME IMPROVEMENT PROGRAM (HIP)
EMERGENCY GRANT APPLICATION**

1. APPLICANT AND PROPERTY INFORMATION

Applicant's Name: _____ Co-Applicant/Spouse's Name: _____
 Address: _____ Palm Desert, CA, (ZIP) _____
 Mailing Address (if different than above): _____
 Email Address (optional): _____
 Home Phone: _____ Cell Phone: _____ Work/Other: _____
 Is there an additional co-owner, other than listed above? ___ Yes ___ No
 If yes, please provide their name and relationship to you: Name _____ Relationship _____

2. HOUSEHOLD OCCUPANCY

Total number residing in household (including yourself): _____
 Please list the names of any household occupant(s) (including yourself), their relationship to you, and age(s).

		Self
Applicant's Name	Age	Relationship
Spouse/Co-Applicant's Name	Age	Relationship
Household Occupant's Name	Age	Relationship
Household Occupant's Name	Age	Relationship
Household Occupant's Name	Age	Relationship
Household Occupant's Name	Age	Relationship
Household Occupant's Name	Age	Relationship

3. RECIPIENT OF PREVIOUS HIP FUNDS

Have you ever received a loan or grant under our Home Improvement Program (HIP)? _____ Yes _____ No
 If yes, has 3 years elapsed (as measured from the date of the final *Certification of Satisfactory Completion of Work* for the previous HIP loan or grant, except if an Emergency Grant)? _____ Yes _____ No

4. IMPROVEMENTS REQUESTED

Repairs/Improvements desired or needed: _____
 Eligible Improvements: Roof Leak/Repair Plumbing Leaks Inoperable air conditioner (summer months) or heating system (winter months) when all public utility funding programs have been exhausted and/or denied

5. CODE VIOLATION (if applicable)

Has the City/County initiated code enforcement action on your property? (circle one) Yes / No
 If yes, when and for what reason? (Please provide a copy of this action)

6. OUTSIDE AGENCY FUNDING

Have you applied for or received funds from any Federal, State, County or other lending program for the same purpose of rehabilitating your home? _____ Yes _____ No If yes, please provide the following information:

Name of Agency you applied with: _____
Amount Received (or Amount Anticipated to Receive): _____
Scope of Work Requested or Completed: _____

7. INSURANCE CLAIM

(Applicants must exhaust all available resources for repairs, prior to being approved for HIP Assistance. Therefore, as indicated on Page 6, certain repairs require that you submit a letter from your homeowner's insurance company, showing acceptance or denial of your insurance claim.)

Have you filed an insurance claim for the same repairs you are seeking assistance through the HIP Program? _____ Yes _____ No If yes, please provide the following information:

Name of insurance company: _____
Status of Claim: _____ Denied _____ Accepted If accepted, please provide the following information:
Settlement Amount (or Amount Anticipated to Receive): \$ _____
Describe scope of work completed with insurance monies: _____

8. MARITAL STATUS (Applicant)

Married _____ Unmarried _____ Separated _____

9. MONTHLY INCOME (Gross)

	Applicant:	Spouse/Co-Applicant:	Other Occupants
Base Salary	_____	_____	_____
Overtime	_____	_____	_____
Bonuses	_____	_____	_____
Social Security	_____	_____	_____
Pension	_____	_____	_____
Alimony/Child Support*	_____	_____	_____
Unemployment Benefits	_____	_____	_____
Other	_____	_____	_____
Subtotal:	_____	_____	_____

Total Gross (before taxes) Monthly Household Income: \$ _____

* Alimony, child support, etc. (if received regularly)

10. INCOME SOURCE

Applicant's Employer or Source of Income

Spouse/Co-Applicant's Employer or Source of Income

Name: _____
Address: _____
Telephone: _____
Position: _____

Name: _____
Address: _____
Telephone: _____
Position: _____

SECOND Employer or **PREVIOUS** Employer (if less than one year in current position).

Applicant's Employer or Source of Income*

Spouse/Co-Applicant's Employer or Source of Income*

Name: _____
Address: _____
Telephone: _____
Position: _____

Name: _____
Address: _____
Telephone: _____
Position: _____

INCOME SOURCE CONTINUED

PREVIOUS Employer (if less than one year in current position).

Applicant's Previous Employer or Source of Income
Name: _____
Address: _____

Spouse/Co-Applicant's Previous Employer or Source of Income
Name: _____
Address: _____

Approximate ending date of employment: _____
Position: _____

Approximate ending date of employment: _____
Position: _____

11. MORTGAGE INFORMATION

Do you owe any money on the house you are seeking to repair? _____ Yes _____ No
If yes, please provide the address where you make your loan payments, the account number, and approximate balance of all loans. Account in the name(s) of: _____ Joint (Applicant & Co-Applicant), or _____ Other Name(s).

1st Mortgage _____
Lender _____ Account No. _____
Street _____ City _____ State _____ Zip _____
\$ _____ \$ _____
Approximate Balance Owed Monthly Payment Amount

Does your monthly mortgage payment amount include taxes & insurance? _____ Yes _____ No

2nd Mortgage _____
Lender _____ Account No. _____
Street _____ City _____ State _____ Zip _____
\$ _____ \$ _____
Approximate Balance Owed Monthly Payment Amount

3rd Mortgage _____ Yes _____ No

12. BANKING INFORMATION

Please list all bank account information for all financial institutions:

Account in the name(s) of: _____ Joint (Applicant & Co-Applicant), or _____ Other Name(s)

Checking _____
Name of Institution _____ Account No. _____
Street _____ City _____ State _____ Zip _____

Account in the name(s) of: _____ Joint (Applicant & Co-Applicant), or _____

Savings _____
Name of Institution _____ Account No. _____
Street _____ City _____ State _____ Zip _____
Other Name(s)

BANKING INFORMATION CONTINUED

Account in the name(s) of: ____ Joint (Applicant & Co-Applicant), or _____.

Checking

Name of Institution Account No.

Street City State Zip

Account in the name(s) of: ____ Joint (Applicant & Co-Applicant), or _____
Other Name(s)

Savings

Name of Institution Account No.

Street City State Zip

13. BANKRUPTCY INFORMATION

Have you now or in the past ever filed for bankruptcy? ____ Yes ____ No

If yes, please provide a copy of *Discharge of Bankruptcy*, and explain: _____

14. ACKNOWLEDGEMENT

I/We am/are applying for a grant to repair and rehabilitate the property described above. I/We understand that the City has an interest in ensuring that the work is completed in a satisfactory manner, and that the City requires that grant funds be disbursed in payments to the chosen licensed contractors. I/We further understand that the City will provide inspections, and the City must sign, in addition to my/our own signature(s), all authorizations for payment to contractors.

I/We hereby acknowledge that I/We ___ **DO** ___ **DO NOT** intend to occupy the property as my primary residence.

I/We hereby acknowledge that I/We ___ **DO** ___ **DO NOT** own improved real property, other than what is disclosed on this application. (As part of the application process, the City will perform a title search to confirm applicant/co-applicant does not own any other improved real property, other than the subject property for which applicant/co-applicant is seeking HIP assistance.

I/We hereby acknowledge receipt of the HIP Guidelines, included in the HIP application packet.

Certification: I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurer's and any other person who may suffer any loss due to reliance upon any misrepresentation which I/We have made on this application.

ACKNOWLEDGMENT & ACCEPTANCE

Applicant Signature	Date	Co-Applicant Signature	Date

CHECKLIST FOR APPLICATION

PLEASE PROVIDE COPIES OF THE FOLLOWING DOCUMENTS, WHICH WILL BE MADE A PART OF THE APPLICATION HERETO AND MUST BE RECEIVED IN ORDER TO REVIEW YOUR REQUEST:

- Eligibility Documentation:** (for ALL applicants and household occupants): Submit copies of documentation that demonstrates **each** applicant and household occupant is a U.S. Citizen or "qualified alien" as defined in 8 USC § 1641"
- Income Documentation** (for ALL applicants and household occupants that are 18 years of age and older): Submit copies of all applicable income documentation. 1) 2 months of current **payroll stubs**; 2) **Social Security** (SSA-1099 Benefit Statement, or direct deposit verification via bank statements); 3) **Pension** (last 2 check stubs, monthly or end-of-year statements); 4) **Unemployment** or **Disability** (check stub, award statement and/or end-of-year statement); 5) **Rental** income (provide a letter, clarifying the following: rental amount, term of rental, household occupant's name; also provide a copy of the lease agreement); 6) **Alimony/Child Support** (Divorce Decree, Separation Agreement, or verified by deposits shown on bank account statements)
- Income Tax Returns (Federal):** Last 2 years IRS returns; include **ALL pages** (i.e. schedules, attachments, W-2s, 1098s, and 1099s). **If you are exempt from filing Federal Income Tax Returns**, you must certify by signing a Declaration of Taxpayer Non-Filing of Federal Income Tax Return Status form (our office will provide you with this form, if applicable)
- Bank Account Statements:** Last 2 months bank statements (**all pages**) for ALL financial institutions
- Mortgage payment coupon(s) or mortgage statement:** (for ALL loans against the property)
- Homeowners Insurance Policy:** Copy of Declaration Page of homeowner's insurance policy
- Property Tax Bill:** Should you not have a copy available, you may obtain the property tax information via the Riverside County website, *Office of the Treasurer – Tax Collector* (www.co.riverside.ca.us); if you do not have access to a computer, our office will obtain this information for you upon request
- Utility Bill:** Last 2 months utility bill in the name of the applicant or co-applicant
- Grant Deed:** Copy of Grant Deed on the property for which you are seeking HIP assistance for
- Pictures of Conditions:** Pictures of the subject repair items/areas (i.e., roof or plumbing damaged area, etc.) that you are seeking HIP assistance for
- Insurance Claim Letter:** In the case of emergency conditions (i.e., roof, plumbing, or other items typically covered through a homeowner's insurance policy), provide a letter from your homeowner's insurance company showing acceptance or denial of your insurance claim.)
- Available Funds:** A letter confirming whether or not you have available monies/resources to pay the difference between the HIP Grant amount and construction contract in advance of HIP monies (necessary, in the event the bid/contract exceeds the HIP Grant amount); specify the maximum amount you are able to pay & the source from which these monies will come from (documentation of the source must be provided)

MOBILE HOME APPLICANTS (In addition to the above, the following information must be submitted):

- Registration Card:** Copy of Registration Card (available through CA Dept. of Housing & Community Development)
- Letter of Clarification:** Clarify the following: **1)** Is manufactured home permanently affixed to ground?; **2)** Do you own the land that manufactured home is placed on? (If not, what is monthly rent for land?; **3)** Do you owe any money on mobile home? (If yes, provide copy of note agreement or clarify payment amount and terms?) **NOTE:** Other documents may be required depending upon negative credit history or other circumstances

STATE OF CALIFORNIA FAIR LENDING NOTICE

STATE OF CALIFORNIA FAIR LENDING NOTICE: Under the Housing Financial Discrimination Act of 1977, it is unlawful to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

1. Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound practice; or
2. Race, color, religion, sex, marital status, national origin or ancestry.

It is illegal to consider the racial, ethnic, religious, or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms or conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one-to-four unit family residences occupied by the owner for the purpose of the home improvement of any one-to-four unit family residence.

If you have any questions about your right, or if you wish to file a complaint, contact the management of this financial institution or:

Office of Fair Lending
1120 N. Street
Sacramento, CA 95814
(916) 322-9851
www.hud.gov

If you file a complaint, the law requires that you receive a decision within thirty days.

ACKNOWLEDGMENT & ACCEPTANCE OF DISCLOSURE

Applicant Signature	Date	Co-Applicant Signature	Date

LOAN/GRANT APPLICATION DISCLOSURE

DISCLAIMER OF COMMITMENT: The signing of an application form and/or any related documents in connection with our application for a home improvement loan/grant with the **CITY OF PALM DESERT – HOUSING DIVISION** (hereinafter called “**City**”) does not mean or imply that there is a commitment on the part of the **City** to grant us any loan/grant. Any expression to us of confidence that we might obtain a loan/grant, at a particular rate or amount, is an expression of belief and opinion only by the one making it, and no to be relied upon by us as a representation by an authorized agent of the **City**. I/We further understand that if I/we should cause the loan/grant to cancel after the construction contract has been executed and the rehabilitation work has commenced, I/we are liable for any costs associated with the cancellation from the time of the loan application (i.e. credit report fee, etc.).

FAIR CREDIT REPORTING ACT (FCRA): An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of credit denial due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

EQUAL CREDIT OPPORTUNITY ACT (ECOA): The Federal Equal Opportunity Act prohibits discrimination against credit applicants on the basis of sex and marital status. Beginning March 23, 1977, the Act extends this protection to race, color, religion, natural origin, age (provided that the applicant has the capacity to contract), whether all or part of the applicants income is derived from any public assistance program, or if the applicant has in good faith exercised any right from the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this agency is the Federal Trade Commission, Pennsylvania and 6th Street, NW, Washington, DC 20580. We are required to disclose to you that you need not disclose income for alimony, child support or separate maintenance payment if you choose not to do so. Having made this disclosure to you, we are permitted to inquire if any of the income shown on your application is derived from such a source and to consider the likelihood of consistent payment as we do with any income on which you are relying to qualify for the loan for which you are applying.

ACKNOWLEDGMENT & ACCEPTANCE OF DISCLOSURE

Applicant Signature	Date	Co-Applicant Signature	Date

BORROWER(S) SIGNATURE AUTHORIZATION FORM

I/We hereby authorize **CITY OF PALM DESERT – HOUSING DIVISION** to verify my past and present employment earnings records, bank accounts, stockholdings, and any other asset balances that are needed to process my mortgage loan/grant application. I/We further authorize **CITY OF PALM DESERT – HOUSING DIVISION** to order a consumer credit report and verify other credit information, including past and present mortgages and landlord references.

CITY OF PALM DESERT – HOUSING DIVISION may also utilize the services of CREDIT SERVICE CO. to further verify my personal credit information and the information **CITY OF PALM DESERT – HOUSING DIVISION** obtains is only to be used in the processing of my application for a mortgage loan/grant. It is understood that a copy of this form will also serve as authorization. This authorization expires 120 days from the date indicated below.

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FMHA).

Borrower Signature

Date

Borrower Signature

Date

Borrower Signature

Date

Borrower Signature

Date

Lender: City of Palm Desert – Housing Division
73-510 Fred Waring Drive
Palm Desert, CA 92260
(760) 346-0611

Credit Service Agency: Credit Service Co.
7120 Hayvenhurst Ave., Ste. 300
Van Nuys, CA 91406
(818) 787-0191

From: [CouncilMeeting Comments](#)
To: [Michelle Nance](#)
Subject: FW: Home Improvement Program Emergency Grant Request for Low-Income Senior
Date: Wednesday, July 10, 2024 12:52:12 PM
Attachments: [edited_gilmore.iris.homeownerspolicy \(2\) \(1\).pdf](#)

From: Doreen Yarson [REDACTED]
Sent: Wednesday, July 10, 2024 10:26 AM
To: CouncilMeeting Comments <CouncilMeetingComments@palmdesert.gov>
Subject: Re: Home Improvement Program Emergency Grant Request for Low-Income Senior

Your attachments have been security checked by Mimecast Attachment Protection. Files where no threat or malware was detected are attached.

Good morning,
I've attached my mothers homeowners policy (page 3 of 11) is highlighted below, it states the insurer does not cover rodent damage.
Thank you again,
Doreen Yarson for Iris Gilmore

On Wednesday, July 10, 2024 at 07:06:31 AM HST, Doreen Yarson <ptdoreen@yahoo.com> wrote:

Good morning,

I've attached a letter, photos, and homeowners policy for council review. My mother is requesting that her application be considered for the **Home Improvement Program Emergency Grant Request for Low-Income Senior** offered by the city of Palm Desert. My sister Heather Gilmore will be attending the city council meeting on July 11, 2024 to present the request on behalf of our mother Iris Gilmore, 73450 Country Club Drive, Space 152, Palm Desert, CA 92260

We appreciate your attention to her request.

Doreen Yarson and Heather Gilmore for our mother Iris Gilmore

Sent from my iPhone

KING INSURANCE SUPPORT SYSTEMS, INC
PO BOX 500399
SANDY SPRINGS, GA 31150



Iris Gilmore

[REDACTED]
Palm Desert, CA, 92260

NEW POLICY INFORMATION

Policy Number: [REDACTED]

We are pleased to present this insurance policy for the property located at the following address:

[REDACTED]
Palm Desert, CA 92260

This policy may contain changes to policy number, coverages, terms and conditions, limits of liability and/or additional premium. If you have any questions, please contact your agent directly.

Your agent's contact information is:

California South Ins. Svcs.
(760) 779-9142

PO Box 13716
Palm Desert, CA 92255-3716

**To report a claim, please call your agent or
SpecialtyClaims@Fortegra.com - 800-888-2738 ext# 8390 or Fax: 904-350-1599**

Thank you for the opportunity to serve you.

MANUFACTURED HOME DECLARATION PAGE

Underwritten by:
Response Indemnity Company of California

A stock company
10751 Deerwood Park Boulevard, Suite 200
Jacksonville, FL 32256
800-888-2738

Policy Number:		[REDACTED]															
Renewal of Policy No:		New Policy															
Producer Number:		222															
General Agent:	6267	Policy Type:	Preferred														
<table border="1"> <tr> <th>Class</th> <th>Park</th> <th>Credits</th> <th>Terr</th> <th>Tied</th> <th>Stove</th> <th>LOB</th> </tr> <tr> <td>3</td> <td>P</td> <td>Yes</td> <td>A</td> <td>Yes</td> <td>No</td> <td>46</td> </tr> </table>				Class	Park	Credits	Terr	Tied	Stove	LOB	3	P	Yes	A	Yes	No	46
Class	Park	Credits	Terr	Tied	Stove	LOB											
3	P	Yes	A	Yes	No	46											
Park Name:		Suncrest Country Club															
<p align="center">BROKER/PRODUCER</p> California South Ins. Svcs. PO Box 13716 Palm Desert, CA 92255-3716 (760) 779-9142																	

POLICY PERIOD:	10-12-2023	TO:	10-12-2024
12 Months Effective 12:01 AM Standard Time at the Address Below			
<p align="center">NAMED INSURED AND PRINCIPAL LOCATION</p> Iris Gilmore or Doreen Yarsony [REDACTED] Palm Desert, CA 92260			
<p align="center">NAMED INSURED MAILING ADDRESS</p> [REDACTED] Palm Desert, CA, 92260			

ADDITIONAL INTERESTS		
Type	Name and Address	Account Number

DESCRIPTION OF MANUFACTURED HOME					
YEAR	LENGTH	WIDTH	MANUFACTURER	SERIAL NUMBER	USE
1983	62	33	Westway / Westway 734	[REDACTED]	Primary Residence

This policy provides only the coverages for which a specific premium charge is indicated below or which is indicated as included in your policy.

Coverages	Dwelling	Unattached Other Structures	Personal Property	Loss of Use	Liability	
					Personal	Medical
Amount of Insurance	\$245,000	\$24,500	\$122,500	\$49,000	\$300,000	\$1,000
Premium	\$1,165	Included	Included	Included	\$10	Included

ADDITIONAL COVERAGES AND ENDORSEMENTS			
Coverage	Deductible	Amount of Insurance	Premium
Personal Effect Replacement Cost		Included	\$35
Policy Deductible	\$500 All Peril		(\$-25)
Earthquake Coverage		Comprehensive	\$445
EQ Deductible	\$36,750		Included
Additional EQ Coverage		Included	\$37
Natural Disaster Protection		Included	\$5
Flood and Rising Water Coverage		Included	\$35
Debris Removal Increased Coverage		\$2,500	\$10
Enhancement Coverage		Included	\$15
Multi-Sectional Credit		Included	(\$-117)
Claim Free Credit		Included	(\$-233)
Extended Replacement Cost Coverage			\$10

Minimum Earned Premium: \$50

Fully Earned Policy Fee:	\$20
Total Policy Premium:	\$1,412

Schedule of Forms:

FKMH 10935 07 2018,	FKMH 10922CA 10 2012,	FKMH 10937 10 2012,	FKMH 10939 10 2012,	FKMH 10940 10 2012,	FKMH 10941 10 2012,
FKMH 10952 10 2012,	HO-325 12 1985,	11026 02 01 2013,	11028 02 01 2013,	FKMH 11025 02 01 2013,	PRIV 0100 09 2017,
FKMH 10948CA 12 2020,	FKMH 10949 12 2020,	FKMH 10924 10 2012,	FKMH 10916 10 2012,	FKMH 10969 07 2018,	FKMH 10911 10 2012,

Schedule of Forms:

FKMH 10923 10 01 2012, FKM 12012 10 2012, FKM 10912 10 2012, FKM 10920CA 10 2012, FKM 10915CA 10 2012, FKM 10962CA 10 2012

Countersigned: 10/12/2023
Date:

By: *Beth A. Castello*

RESPONSE INDEMNITY COMPANY OF CALIFORNIA

Preferred MHO-3 Policy

DEAR POLICYHOLDER:

In the event you need to contact someone about this policy, please contact your agent. If you have additional questions or need further information, you may contact us at the address and telephone numbers shown on the Declarations Page .

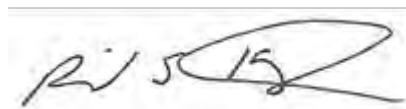
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IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Chris Romaine
Secretary



Rick Kahlbaugh
President

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

Throughout this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household.

"We", "us", and "our" refer to the Company as named on the Declarations.

In addition, certain words and phrases are defined as follows:

1. "bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death resulting therefrom.
2. "business" includes trade, profession or occupation; or the rental or holding for rental of any part of any premises by an insured.
3. "insured" means you and the following residents of your household:
 - a. your relatives;
 - b. any other person under the age of 21 who is in the care of any person named above.

Under Section II, "insured" also means:

- c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3.a. or 3.b. A person or organization using or having custody of these animals or watercraft in the course of any business, or without permission of the owner is not an insured;
- d. with respect to any vehicle to which this policy applies:
 - (1) any person while engaged in your employment or the employment of any person included in 3.a. or 3.b.; or
 - (2) any other person using the vehicle on an insured location with your permission.
4. "insured location" means:
 - a. the residence premises;
 - b. the part of any other premises, other structures, and grounds used by you as a residence and:

- (1) which is shown in the Declarations; or
- (2) which is acquired by you during the policy period for your use as a residence;
- c. any premises used by you in connection with the premises included in 4.a. or 4.b. above;
- d. any part of a premises:
 - (1) not owned by any insured; and
 - (2) where any insured is temporarily residing;
- e. vacant land, other than farm land, owned by or rented to any insured;
- f. land owned by or rented to any insured on which a one or two family dwelling is being constructed as a residence for any insured;
- g. individual or family cemetery plots or burial vaults of any insured;
- h. any part of a premises occasionally rented to any insured for other than business purposes.
5. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in bodily injury or property damage.
6. "property damage" means physical injury to or destruction of tangible property, including loss of use of this property.
7. "residence employee" means an employee of any insured who performs duties in connection with the maintenance or use of the residence premises, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the business of any insured.
8. "residence premises" means the mobile home and other structures located on land owned or leased by you where you reside and which is shown as the insured location in the Declarations.
9. "Collision" means collision or upset of the mobile home while in transit or collision by a motor vehicle owned or operated by you or any member of your household.

SECTION I — COVERAGES

COVERAGE A — MOBILE HOME

We cover:

1. the mobile home on the residence premises shown in the Declarations used principally as a private residence, including structures and utility tanks attached to the mobile home and the following and similar type items installed on a permanent basis: floor coverings, appliances, dressers, and cabinets.
2. materials and supplies located on or adjacent to the residence premises for use in the construction, alteration or repair of the mobile home or other structures on the residence premises.

COVERAGE B — OTHER STRUCTURES

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

We do not cover other structures:

1. used in whole or in part for business purposes; or
2. rented or held for rental to any person not a tenant of the mobile home, unless used solely as a private garage.

COVERAGE C — PERSONAL PROPERTY

We cover personal property owned or used by any insured while it is anywhere in the world. At your request, we will cover personal property owned by others while the property is on the part of the residence premises occupied by any insured. In addition, we will cover, at your request, personal property owned by a guest or a residence employee, while the property is in any residence occupied by any insured.

Our limit of liability for personal property usually situated at any insured's residence, other than the residence premises, is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days immediately after you begin to move the property there.

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

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins, and medals.
2. \$1,000 on securities, accounts, deeds, evidences of debt, letter of credit, notes other than bank notes, passports, books, manuscripts, tickets, photographs, and stamps, cards and comic book collections.
3. \$1,000 on watercraft, including their trailers, furnishings, equipment and outboard motors.
4. \$1,000 on trailers not used with watercraft.
5. \$1,000 on grave markers.
6. \$1,000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
7. \$2,500 for loss by theft of silverware, silver-platedware, goldware, gold-platedware, and pewterware. Silverware, goldware, and pewterware include:
 - a. platedware, flatware, hollowware, tea sets, trays, trophies, and the like;
 - b. other utilitarian items made of or including silver, gold or pewter.
8. \$2,000 for loss by theft of firearms.

Property Not Covered. We do not cover:

1. articles separately described and specifically insured in this or any other insurance;
2. animals, birds, or fish;
3. motor vehicles or all other motorized land conveyances including their equipment and accessories while in or upon the conveyance. We do cover motorized equipment not licensed for road use which is used to service an insured's residence;
4. any device or instrument for the transmitting, recording, receiving, or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including while in or upon the vehicle:
 - a. accessories or antennas; or
 - b. tapes, wires, records, discs or other media for use with any such device or instrument;
5. aircraft and parts;
6. property of roomers, boarders and other tenants, except property of roomers and boarders related to any insured;
7. property contained in an apartment regularly rented or held for rental to others by any insured;

8. property rented or held for rental to others away from the residence premises;
9. business property in storage or held as a sample or for sale or delivery after sale;
10. business property pertaining to a business actually conducted on the residence premises;
11. business property away from the residence premises;
12. credit cards or fund transfer cards except as provided in Additional Coverages 6.

COVERAGE D — LOSS OF USE

The limit of liability for Coverage D is the total limit for all the following coverages:

1. If a loss covered under this section makes that part of the residence premises where you reside uninhabitable, we cover, at your option, either:
 - a. Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
 - b. Fair Rental Value, meaning the fair rental value of that part of the residence premises where you reside less any expenses that do not continue while the premises is uninhabitable.

Payment under a. or b. shall be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. If a loss covered under this Section makes that part of the residence premises rented to others or held for rental by you uninhabitable, we cover:

Fair Rental Value, meaning the fair rental value of that part of the residence premises rented to others or held for rental by you less any expenses that do not continue while the premises is uninhabitable.

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

3. If a civil authority prohibits you from use of the residence premises as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the Additional Living Expense or Fair Rental Value loss as provided under 1. and 2. above for a period not exceeding two weeks during which use is prohibited.

The periods of time under 1., 2., and 3. are not limited by expiration of this policy.

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

ADDITIONAL COVERAGES

1. **Debris Removal.** We will pay the reasonable expense incurred by you in the removal of debris of covered property, provided coverage is afforded for the peril causing the loss. Debris removal expense is included in the limit of liability applying to the damaged property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5% of that limit of liability will be available to cover debris removal expense.

We will also pay the reasonable expenses you incur removing fallen trees from the residence premises when:

- a. coverage is not afforded under Additional Coverage 3. Trees, Shrubs, and Other Plants for the peril causing the loss; or
 - b. the tree is not covered by this policy;
- provided the tree damages covered property and a Peril Insured Against under Coverage C is the cause of the tree falling. Our limit of liability for this coverage will not exceed \$500 in the aggregate for any one loss.
- 2. Reasonable Repairs. We will pay the reasonable cost incurred by you for necessary repairs made solely to protect covered property from further damage, provided coverage is afforded for the peril causing the loss. This coverage does not increase the limit of liability applying to the property being repaired.
 - 3. Trees, Shrubs, and Other Plants. We cover trees, shrubs, plants or lawns, on the residence premises, for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or Civil Commotion, Aircraft, Vehicles not owned or operated by a residence of the residence premises. Vandalism or Malicious Mischief or Theft. The limit of liability for this coverage shall not exceed 5% of the limit of liability that applies to the mobile home for all trees, shrubs, plants, and lawns nor more than \$500 for any one tree, shrub, or plant. We do not cover property grown for business purposes.
This coverage is additional insurance.
 - 4. Fire Department Service Charge. We will pay up to \$250 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.
This coverage is additional insurance. No deductible applies to this coverage.
 - 5. Property Removed. Covered property while being removed from a premises endangered by a Peril Insured Against and for not more than 30 days while removed is covered for direct loss from any cause. This coverage does not change the limit of liability applying to the property being removed.

When it is expected that the mobile home may be damaged by a Peril Insured Against and removal is necessary to avoid damage, we will pay up to \$500 of the cost of removal and return expense to protect the mobile home.

No deductible applies to this coverage.

- 6. Credit Card, Fund Transfer Card, Forgery, and Counterfeit Money. We will pay up to \$500 for:
 - a. the legal obligation of any insured to pay because of the theft or unauthorized use of credit cards issued to or registered in any insured's name.
 - b. loss resulting from theft of unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in any insured's name.

We do not cover use by a resident of your household, a person who has been entrusted with the credit card or fund transfer card or any person if any insured has not complied with all terms and conditions under which the credit card or fund transfer card issued.

- c. loss to any insured caused by forgery or alteration of any check or negotiable instrument; and
- d. loss to any insured through acceptance in good faith of counterfeit United States or Canadian paper currency.

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

No deductible applies to this coverage.

Defense:

- a. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for the loss equals our limit of liability.
- b. If a suit is brought against any insured for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense, at our expense, by counsel of our choice.
- c. We have the option to defend, at our expense, any insured or any insured's bank against any suit for the enforcement of payment under the Forgery coverage.

SECTION I — PERILS INSURED AGAINST

COVERAGE A — MOBILE HOME and COVERAGE B — OTHER STRUCTURES

We insure for all risks of direct physical loss to the property described in Coverages A and B except:

- 1. losses excluded under Section I — Exclusions;
- 2. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage, or overflow from within the system of appliance caused by freezing. This exclusion applies only while the mobile home is vacant, unoccupied or being constructed unless you have used reasonable care to:
 - a. maintain heat in the building; or
 - b. shut off the water supply and drain the system and appliances of water;
- 3. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- a. fence, pavement, patio or swimming pool;
- b. foundation, retaining wall or bulkhead;
- c. pier, wharf or dock;
- 4. theft in or to a mobile home under construction, or of materials and supplies for use in the construction until the mobile home is completed and occupied;
- 5. vandalism and malicious mischief or breakage of glass and safety glazing materials if the mobile home has been vacant for more than 30 consecutive days immediately before the loss. A mobile home being constructed is not considered vacant;
- 6. continuous or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;
- 7.
 - a. wear and tear, marring, deterioration;
 - b. inherent vice, latent defect, mechanical breakdown;
 - c. rust, mold, wet or dry rot;
 - d. contamination, smog, smoke from agricultural smudging or

industrial operations;

- e. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs, or ceilings;
- f. birds, vermin, rodents, insects or domestic animals.

If any of these cause water damage not otherwise excluded from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

Under items 2 through 7, any ensuing loss not excluded is covered.

COVERAGE C — PERSONAL PROPERTY

We insure for direct loss to property described in Coverage C caused by:

1. Fire or lightning.
2. Windstorm or Hail. This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.
3. Explosion.
4. Riot or Civil Commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke, meaning sudden and accidental damage from smoke. This peril does not include loss caused by smoke from agricultural smudging or industrial operations.
8. Vandalism or Malicious Mischief.
9. Theft, including attempted theft and loss of property from a known location when it is likely that the property has been stolen.

This peril does not include loss caused by theft:

- a. committed by any insured;
- b. in or to a mobile home under construction, or of materials and supplies for use in the construction until the mobile home is completed and occupied; or
- c. from that part of a residence premises rented by an insured to other than an insured.

This peril does not include loss caused by theft that occurs away from the residence premises of:

- a. property while at any other residence owned, rented to, or occupied by any insured, except while any insured is temporarily residing there. Property of a student who is an

insured is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;

- b. watercraft including its furnishing, equipment, and outboard motors; or
 - c. trailers and campers.
10. Falling Objects. This peril does not include loss to property contained in a building unless the roof or an exterior wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.
 11. Weight of Ice, Snow, or Sleet which causes damage to property contained in a building.
 12. Collapse of a Building or any Part of a Building. This peril does not include settling, cracking, shrinking, bulging, or expansion.
 13. Accidental Discharge or Overflow of Water or Steam from within a plumbing, heating, air conditioning, or automatic fire protective sprinkler system or from within a household appliance. This peril does not include loss:
 - a. to the appliance from which the water or steam escaped;
 - b. caused by or resulting from freezing;
 - c. on the residence premises caused by accidental discharge or overflow which occurs off the residence premises.
 14. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

15. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance. This peril does not include loss on the residence premises while the mobile home is unoccupied, unless you have used reasonable care to:
 - a. maintain heat in the building; or
 - b. shut off the water supply and drain the system and appliances of water.
16. Sudden and accidental damage from artificially generated electrical current. This peril does not include loss to a tube, transistor or similar electronic component.
17. Damage by glass or safety glazing material which is part of a building, storm door, or storm window.

This peril does not include loss on the residence premises if the mobile home has been vacant for more than 30 consecutive days immediately before the loss. A mobile home being constructed is not considered vacant.

SECTION I — EXCLUSIONS

We do not cover loss resulting directly or indirectly from:

1. Ordinance or Law, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
2. Earthquake, Landslide, or Mudflow.
3. Water Damage, meaning:

- a. flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. water which backs up through sewers or drains; or
- c. water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire, explosion or theft resulting from water damage is covered.

4. Power Interruption, meaning the interruption of power or other utility service if the interruption takes place away from the residence premises. If a Perils Insured Against ensues on the residence premises, we will pay only for loss caused by the ensuring peril.
5. Neglect, meaning neglect of the insured to use all reasonable means to save and preserve property at and after the time of a loss.
6. War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
7. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of Section I — Conditions.
8. Intentional Loss, meaning any loss arising out of any act committed:

- a. by or at the direction of the insured; and
- b. with the intent to cause a loss.

This exclusion does not apply to an insured not participating in the intentional loss.

9. Rental, meaning the loss while your mobile home is rented to others by you or used for other than private residential purposes.
10. Leakage, meaning loss or damage due and confined to leakage from rain, sleet, or snow or its resulting damage whether or not wind driven.
11. Transportation Exclusion. Loss to your Mobile Home, Adjacent Structures, or Personal Effects while the Mobile Home is in transit. The Mobile Home is considered in transit when the leveling blocks or jacks are removed or utilities are disconnected and until the Mobile Home is re-blocked and leveled with utilities reconnected and ready for occupancy.
12. Collision or Upset. Loss or damage caused by collision or upset.

SECTION I — CONDITIONS

1. Insurable Interest and Limit of Liability. Even if more than one person has an insurable interest in the property covered, we shall not be liable:
 - a. to the insured for an amount greater than the insured's interest; nor
 - b. for more than the applicable limit of liability.
2. Your Duties After Loss. In case of a loss to which this insurance may apply, you shall see that the following duties are performed:
 - a. give immediate notice to us or our agent, and in case of theft, also to the police. In case of loss under the Credit Card or Fund Transfer Card coverage, also notify the credit card or fund transfer card company;
 - b. protect the property from further damage, make reasonable and necessary repairs required to protect the property, and keep an accurate record of repair expenditures;
 - c. prepare an inventory of damaged personal property showing in detail, the quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;
 - d. as often as we reasonably require:
 - (1) exhibit the damage property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examination under oath and subscribe the same;
 - e. submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) interest of the insured and all others in the property involved and all encumbrances of the property.
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of any damaged building and detailed estimates for repair of the damage;
 - (6) an inventory of damaged personal property described in 2.c.;
 - (7) receipts for additional living expenses incurred and records supporting the fair rental value loss;
 - (8) evidence or affidavit supporting a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.
3. Loss Settlement. Covered property losses are settled as follows:
 - a. (1) Personal property;
 - (2) Awnings, outdoor antennas, and outdoor equipment, whether or not attached to buildings; and
 - (3) Structures that are not buildings;
at actual cash value at the time of loss but not exceeding the amount necessary to repair or replace.
 - b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
 - (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately prior to the loss, we will pay the cost of repair or replacement, without deduction for depreciation, but not exceeding the smallest of the following amounts:
 - (a) the limit of liability under this policy applying to the building;
 - (b) the replacement cost of that part of the building damaged for equivalent construction and use on the same premises; or
 - (c) the amount actually and necessarily spent to repair or replace the damaged building;
 - (d) Settlement of Hail Losses. Subject to the conditions of item 3.b., the amount we will pay for loss to your dwelling or other structures due to hail

depends on the type of damage the hail causes, as stated below:

warrant. However, we do not guarantee the availability of replacements, or in the event of damage to a part, be liable for the value of or to repair or replace the entire series of pieces or panels.

- (1) If hail causes structural damage, which is the actual penetration of the exterior surface or the cracking or breaking of support materials, we will pay you the cost of repairing or replacing the damaged portion.
 - (2) If hail dents the exterior surface of the dwelling or other structures, and there is not structural damage, we will pay the difference between the actual cash value of the damaged property immediately prior to the loss and its actual cash value immediately after the loss.
- (2) If, at the time of loss, the amount of insurance in this policy on the damage building is less than 80% of the full replacement cost of the building immediately prior to the loss, we will pay the larger of the following amounts, but not exceeding the limit of liability under this policy apply to the building:
- (a) the actual cash value of that part of the building damaged; or
 - (b) that proportion of the cost to repair or replace, without deduction for depreciation, or that part of the building damaged, which the total payment of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
- (3) In determining the amount of insurance required to equal 80% of the full replacement cost of the building immediately prior to the loss, you shall disregard the value of excavations, foundations, piers and other supports which are below the undersurface of the lowest basement floor or, where there is no basement, which are below the surface of the ground inside the foundation walls, and underground flues, pipes, wiring, and drains.
- (4) When the cost to repair or replace the damage is more than \$1,000 or more than 5% of the amount of insurance in this policy on the building, whichever is less, we will pay no more than the actual cash value of the damage until actual repair or replacement is completed.
- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.
4. Loss to a Pair, Set, or Panels. In case of loss to a pair, set, or panels, we may elect to:
- a. repair or replace any part to restore the pair or set to its value before the loss; or
 - b. pay the difference between actual cash value of the property before and after the loss;
 - c. pay in any loss involving part of a series of pieces or panels:
 - (1) the reasonable cost of repairing or replacing the damaged part to match the remainder as closely as possible; or
 - (2) the reasonable cost of providing an acceptable decorative effect or utilization as circumstances may

5. Glass Replacement. Loss for damage to glass caused by a Peril Insured Against shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
 6. Appraisal. If you and we fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record, in the state where the residence premises is located, to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the part selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.
 7. Other Insurance. Insurance under this section shall apply as excess insurance over other valid and collectible insurance which would apply in absence of this policy.
 8. Arbitration Clause. Any and all disputes, controversies or claims of any kind and nature between you and us arising out of or in any way related to the validity, interpretation, performance or breach of any provisions of this policy, and upon which a settlement has not been reached by u and us, shall be resolved exclusively, by arbitration in accordance with the Federal Arbitration Act (9 U.S.C. § 1 ET SEQ).
- You shall appoint one arbitrator and we shall appoint an arbitrator. The two arbitrators appointed shall together pick a third arbitrator. Any decision of the arbitrators shall be by majority vote. In all other respects, the rules and procedures of the American Arbitration Association's Commercial Arbitration Rules shall govern the arbitration proceeding, except to the extent that such rules and procedures conflict with the Federal Arbitration Act. Arbitration shall be held in the city and state where the insured(s) resides, unless otherwise agreed, in writing, by the parties. In no event shall the arbitrators grant any relief not available in the courts of the state where the policy is issued. Judgment upon the arbitration award shall be entered in a court of general jurisdiction in the state where you reside. Appeals may be taken from the arbitrators' decision only in accordance with the Federal Arbitration Act.
- You and we understand that:
- a. discovery in an arbitration proceeding may be more limited than and different from that in a court proceeding;
 - b. the arbitrators are not required to state the basis of their decision or to issue any findings of fact; and
 - c. both your and our right to appeal or to seek modification of rulings by the arbitrators may be limited.
9. Suit Against Us. No action shall be brought unless there has been compliance with the policy provisions and the action is started within one year after the date of loss or damage.

10. Our Option. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the property damaged and equivalent property.
11. Loss Payment. We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
 - a. reach agreement with you; or
 - b. there is an entry of a final judgment; or
 - c. there is a filing of an appraisal award with us.
12. Abandonment of Property. We need not accept any property abandoned by any insured.
13. Lienholder Interest. If you borrowed money to buy your Mobile Home, the person or business that loaned you the money is called the Lienholder. The designation of a lienholder is considered to be an acknowledgment by you that the lienholder has a legal interest in the Mobile Home due to an installment sales contract or other security agreement.

When a lienholder is named on the declaration page, our payment method will recognize the lienholder's interest in your property. If we elect to settle your loss or damage in money, both your name and your lienholder's will appear on our payment check. If you have paid off your lienholder, please tell us so that the lienholder's name may be removed from the declaration page.

If your interest in the Mobile Home is terminated, our payment method will recognize only the lienholder's interest. No change in title or ownership of your Mobile Home or any negligent acts of yours will cancel the lienholder's interest in this policy.

You or the lienholder must let us know of any change of ownership or any increase in hazard which comes to your or the lienholder's knowledge. If this change in ownership or increase in hazard requires an additional premium, you must pay the additional premium.

If you fail to pay any premium due for this policy, your lienholder may be requested to pay that premium.

If you fail to give us proof of loss within the required 90 days, the lienholder is given an additional 30 days to notify us of the loss.

14. No Benefit to Bailee. We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this policy.
15. Nuclear Hazard Clause.
 - a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 - b. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in Section I.
 - c. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard except that direct loss by fire resulting from the nuclear hazard is covered.
16. Change of Location. If you move your Mobile Home, you must notify us or your agent within 30 days.

SECTION II — LIABILITY COVERAGES

COVERAGE E — PERSONAL LIABILITY

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

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

COVERAGE F — MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an accident causing

bodily injury. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household other than residence employees. As to others, this coverage applies only:

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

SECTION II — EXCLUSIONS

1. Coverage E — Personal Liability and Coverage F — Medical Payments to Others do not apply to bodily injury or property damage:
 - a. which is expected or intended by the insured;
 - b. arising out of business pursuits of any insured. This exclusion does not apply to:
 - (1) activities which are ordinarily incident to non-business pursuits; or
 - (2) the rental or holding for rental of a residence of yours;
 - (a) on an occasional basis for the exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an office, school, studio, or private garage;

- c. arising out of the rendering or failing to render professional services;
- d. arising out of any premises owned or rented to any insured which is not an insured location;
- e. arising out of the:
 - (1) ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any insured; or
 - (2) entrustment by the insured of a motor vehicle or any other motorized land conveyance to any person.

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized land conveyance.
 - (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration, and owned by any insured, while on an insured location.
 - (3) a motorized golf cart while used for golfing purposes on a golf course.
 - (4) a motorized land conveyance designed for assisting the handicapped or for the maintenance of an insured location which is:
 - (a) not designed for travel on public roads; and
 - (b) not subject to motor vehicle registration.
- f. arising out of the ownership, maintenance, use, loading or unloading of a watercraft:
- (1) with inboard or inboard-outdrive motor power owned by any insured; or
 - (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to any insured; or
 - (3) that is a sailing vessel, with or without auxiliary power, 26 feet or more in length owned by or rented to any insured; or
 - (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by any insured. However, outboard motors of more than 25 total horsepower are covered for the policy period if:
 - (a) they are acquired by you prior to the policy period and:
 - (1) declared by you at policy inception; or
 - (2) your intention to insure is reported in writing to us within 45 days after newly acquiring the outboard motors.
 - (b) they are acquired by you during the policy period.
- This exclusion does not apply while the watercraft is stored.
- g. arising out of the ownership, maintenance, use, loading or unloading of an aircraft, meaning any contrivance used or designed for navigation of or flight in the air, except model aircraft of the hobby variety not used or designed for the transportation of people or cargo.
 - h. caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

- i. Arising out of communicable diseases or sickness as may have been transmitted by you or any insured person or as may have arisen from your or any insured person's activities. Such coverages also do not apply to bodily injury or property damage arising out of any sexual act including, but not limited to, assault, molestation, abuse, incest, or rape.

Exclusions d. e. f. and g. do not apply to bodily injury to any residence employee arising out of and in the course of the residence employee's employment by any insured.

2. Coverage E — Personal Liability does not apply to:
 - a. liability:
 - (1) for your share of any loss assessment charged against all members of an association of property owners;
 - (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the insured location not excluded in (1) above or elsewhere in this policy;
 - b. property damage to property owned by the insured;
 - c. property damage to property rented to, occupied or used by, or in the care of the insured. This exclusion does not apply to property damage caused by fire, smoke, or explosion;
 - d. bodily injury to any person eligible to receive any benefits:
 - (1) required to be provided; or
 - (2) voluntarily provided;
 by the insured under any:
 - (1) worker's or workmen's compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law;
 - e. bodily injury or property damage for which any insured under this policy:
 - (1) is also an insured under a nuclear energy liability policy; or
 - (2) would be an insured but for its termination upon exhaustion of its limit of liability.
 A nuclear energy liability policy is a policy issued by:
 - (1) American Nuclear Insurers;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;
 or any of their successors; or
 - f. bodily injury to you and any insured within the meaning of part a. or b. of Definition 3. "insured".
 - g. Punitive or exemplary damages.
3. Coverage F — Medical Payments to Others, does not apply to bodily injury:
 - a. to a residence employee if it:
 - (1) occurs off the insured location; and
 - (2) does not arise out of or in the course of the residence employee's employment by any insured;
 - b. to any person eligible to receive any benefits:
 - (1) required to be provided; or
 - (2) voluntarily provided;
 under any:
 - (1) worker's or workmen's compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law;
 - c. from any:

- (1) nuclear reaction;
 - (2) nuclear radiation; or
 - (3) radioactive contamination;
- all whether controlled or uncontrolled or however caused; or
- (4) any consequence of any of these.
- d. to any person other than a residence employee of any insured, regularly residing on any part of the insured location.
4. Coverage E — Personal Liability does not apply to:
- a. any loss, cost, obligation, or expense caused by lead, paint containing lead, soil or earth containing lead, or any substance or material containing lead;

- b. any loss, cost, obligation or expense arising out of any request, demand or order to test for, monitor, clean-up, remove, abate, contain, treat, detoxify, or neutralize lead, paint containing lead, soil or earth containing lead, or any substance or material containing lead, or in any way responding to or assessing the effects of lead.
- c. Arising out of any loss, cost, obligation or expense arising out of any claim or suit by or on behalf of any governmental authority, person, or organization for damages resulting from the testing for, monitoring, cleaning-up, removing, abating, containing, treating, detoxifying or neutralizing lead, paint containing lead, soil or earth containing lead, or any substance or material containing lead or in any way responding to or assessing the effects of lead.

SECTION II — ADDITIONAL COVERAGES

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

- 1. Claim Expenses. We pay:
 - a. expenses incurred by us and costs taxed against any insured in any suit we defend;
 - b. premiums on bonds required in a suit defended by us, but not for bond amounts greater than the limit of liability for Coverage E. We are not obligated to apply for or furnish any bond;
 - c. reasonable expenses incurred by any insured at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day for assisting us in the investigation or defense of any claim or suit;
 - d. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
- 2. First Aid Expenses. We will pay expenses for first aid to others incurred by any insured for bodily injury covered under this policy. We will not pay for first aid to you or any other insured.
- 3. Damage to Property of Others. We will pay on a replacement cost basis up to \$500 per occurrence for property damage to property of others caused by any insured. We will not pay for property damage:
 - a. to property covered under Section I of this policy;
 - b. caused intentionally by any insured who is 13 years of age or older;
 - c. to property owned by or rented to any insured, a tenant of any insured or a resident in your household; or
 - d. arising out of:
 - (1) business pursuits;
 - (2) any act or omission in connection with a premises owned, rented or controlled by any insured, other than the insured location; or
 - (3) the ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

SECTION II — CONDITIONS

- 1. Limit of Liability. Regardless of the number of insureds, claims made or person injured, our total liability under Coverage E stated in this policy for all damages resulting from any one occurrence shall not exceed the limit of liability for Coverage E stated in the Declarations.

Our total liability under Coverage F for all medical expense payable for bodily injury to one person as the result of one accident, shall not exceed the limit of liability for Coverage F stated in the Declarations.
- 2. Severability of Insurance. This insurance applies separately to each insured. This condition shall not increase our limit of liability for any one occurrence.
- 3. Duties After Loss. In case of an accident or occurrence, the insured shall perform the following duties that apply. You shall cooperate with us in seeing that these duties are performed:
 - a. given written notice to us or our agent as soon as practicable, which set forth:
 - (1) the identity of the policy and insured;
 - (2) reasonably available information on the time, place and circumstances of the accident or occurrence; and
 - (3) names and addresses of any claimants and available witnesses;
 - b. forward to us every notice, demand, summons or other process relating to the accident or occurrence;
 - c. at our request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any insured;
 - (3) the conduct of suits and attend hearings and trials;
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
 - d. under the coverage — Damage to Property of Others — submit to us within 60 days after the loss, a sworn statement of loss and exhibit the damaged property, if within the insured's control;

- e. the insured shall not, except at the insured's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the bodily injury.
4. Duties of an Injured Person — Coverage F — Medical Payment to Others. The injured person, or someone acting on behalf of the injured person, shall:
 - a. give us written proof of claim, under oath if required, as soon as practicable;
 - b. execute authorization to allow us to obtain copies of medical reports and records; and
 - c. the injured person shall submit to physical examination by a physician selected by us when and as often as we reasonably require.
 5. Payment of Claim — Coverage F — Medical Payments to Others. Payment under this coverage is not an admission of liability by any insured or us.
 6. Suit Against Us. No action shall be brought against us unless there has been compliance with the policy provisions.

No one shall have any right to join us as a party to any action against any insured. Further, no action with respect to Coverage E shall be brought against us until the obligation of the insured has been determined by final judgment or agreement signed by us.
 7. Bankruptcy of Any Insured. Bankruptcy or insolvency of any insured shall not relieve us of any of our obligations under this policy.

SECTIONS I AND II — CONDITIONS

1. Policy Period. This policy applies only to loss under Section I or bodily injury or property damage under Section II, which occurs during the policy period.
2. Concealment, Fraud, or Misrepresentation. The entire policy will be void if, whether before or after a loss, you have:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;
 relating to this insurance.
3. Liberalization Clause. If we adopt any revision which would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.
4. Other Insurance. Insurance under this section shall apply as excess insurance over other valid and collectible insurance which would apply in absence of this policy.
5. Waiver or Change of Policy Provisions. A waiver or change of any provisions of this policy must be in writing by us to be valid. Our request for an appraisal or examination shall not waive any of our rights.
6. Cancellation.
 - a. You may cancel this policy at anytime by returning it to us or by letting us know, in writing, of the date cancellation is to take effect.
 - b. We may cancel this policy only for the reasons stated below by letting you know, in writing, of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown on the declaration page.

Proof of mailing will be sufficient proof of notice.

 - (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - (2) When this policy has been in effect for less than 60 days, and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if there has been:
 - (a) conviction of a crime having as one of its necessary elements an act increasing the hazard insured against;
 - (b) discovery of fraud or material misrepresentation; or
 - (c) Discovery of grossly negligent acts or omissions substantially increasing any of the hazards insured against;
 - (d) Physical changes in the property insured against which result in the property becoming uninsurable.
 This can be done by letting you know at least 30 days before the date cancellation takes effect.
 - (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
 - (5) When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata subject to the minimum earned premium shown on the declaration page.
 - (6) If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
6. Non-Renewal. We may elect not to renew this policy. We may do so by delivery to you or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.
7. Assignment. Assignment of this policy shall not be valid unless we give our written consent.
8. Subrogation. Any insured may waive in writing before a loss all right of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, any insured shall sign and deliver all related papers and cooperate with us in any reasonable manner.

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

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

9. Death. If any person named in the Declarations or the spouse, if a resident of the same household, does:
- a. we insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;
 - b. insured includes:
 - (1) any member of your household who is an insured at the time of your death, but only while a resident of the residence premises; and

CALIFORNIA MANDATORY AMENDATORY ENDORSEMENT PREFERRED PROGRAM

This endorsement forms a part of **your** policy and is effective on the inception date of **your** policy.

Under "**DEFINITIONS**", the following definition is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

For the premium charged, **we** insure for direct loss to **your** Mobile Home, Adjacent Structures and Personal Effects caused by Earthquake or Volcanic Action.

1. One or more earthquake shocks that occur within a seventy-two hour period shall constitute a single earthquake.
2. The following is the only deductible that applies to each loss caused by Earthquake or Volcanic Action.

We pay only that part of the loss over the deductible shown in the Declarations of the total amount of insurance that applies. This deductible shall apply separately to loss to **your** Mobile Home, Adjacent Structures or Personal Effects.

Under the section titled "**COVERAGE D — LOSS OF USE**", the following is added:

We will pay **you** up to a maximum of 10% of the amount of coverage for **your** Mobile Home, or \$1,500, whichever is greater, for reasonable Additional Living Expenses **you** pay when **you** cannot live in **your** Mobile Home because it is damaged or destroyed by a covered loss. **Our** payment ends when **your** Mobile Home is repaired or replaced, or seven days after **we** have offered to make settlement. **We** will need paid receipts to verify **your** reasonable additional living expenses incurred in addition to **your** normal living expenses.

This coverage does not increase the limits of liability stated in this policy.

Any loss or damage by landslide or mudflow is not covered by the policy this endorsement is attached to.

Under the section titled "**SECTION I — CONDITIONS**", item **3. b. (1) (b)**, is changed to read:

The replacement cost of that part of the building damaged for equivalent construction and use; or

Under the section titled "**SECTION I — CONDITIONS**", item **3. b. (5)**, is changed to read:

You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis and then make claim within 24 months after the first payment toward the actual cash value is made.

Under the section titled "**SECTION I AND II — CONDITIONS**", the last sentence of item **3.** under "**Cancellation**" is changed to read:

This can be done by letting **you** know at least 45 days before the date cancellation takes effect.

Under the section titled "**SECTION I AND II — CONDITIONS**", item **4.** under "**Cancellation**" is changed to read:

When this policy is written for a period of more than one year, **we** may cancel for any reason at anniversary by letting **you** know at least 45 days before the date cancellation takes effect.

Under the section titled "**SECTION I AND II — CONDITIONS**", item number **6.**, "**Non-Renewal**", is changed to read:

We may elect not to renew the policy. **We** may do so by delivery to **you** or mailing to **you** at **your** mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.

All other provisions of this policy apply.

MOLD EXCLUSION (PERSONAL LINES)

PROPERTY SECTION

Notwithstanding any other provision in this policy, there is no coverage for the following:

Any loss or damage involving in any way the actual or potential presence of mold, mildew or fungi of any kind whatsoever, whether occurring independently or if directly or indirectly caused by or resulting from an Insured Peril.

We will not defend **you** with respect to any claim or lawsuit seeking such damages.

We will not pay for any loss, cost or expense that **you** may incur in testing for, monitoring, removing, treating, or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever. **We** do not cover any loss consisting of, caused by, contributed to, or aggravated by mold, mildew or fungi.

This exclusion applies to the policy and any and all attached endorsements. All other terms and conditions of the policy remain the same.

LIABILITY SECTION

Liability and Medical Payment to Others coverages do not apply to:

Any **bodily injury, property damage** or medical payment claim of any kind, whether occurring independently or if directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever.

We will not defend **you** with respect to any claim or lawsuit seeking such damages.

We will not pay for any loss, cost or expense that **you** may incur in testing for, monitoring, removing, treating, or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever. **We** do not cover any loss consisting of, caused by, contributed to, or aggravated by mold, mildew or fungi.

This exclusion applies to the policy and any and all attached endorsements. All other terms and conditions of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMAL LIABILITY EXCLUSION

The following EXCLUSION applies to all coverages:

We do not pay for:

1. Any **bodily injury** or **property damage** arising out of any occurrence involving any animal or breed of dog listed below owned by, or in the care, custody, or control of the **insured** or any member of the **insured's** family or household; or
2. Any other loss or expense arising out of any **occurrence** involving any animal or breed of dog listed below owned by, or in the care, custody, or control of the **insured** or any member of the **insured's** family or household.

Animal:

1. Any animal with a previous bite history;
2. Snakes;
3. Monkeys;
4. Ostriches.

Breed of Dog:

1. Akita;
2. Chow;
3. Doberman;
4. Great Dane;
5. Pit Bull;
6. Rottweiler;
7. Wolf;
8. Wolf Hybrids;
9. Anatolian Shepherd;
10. Any mix of the breeds listed in 1 – 9.

All other terms, conditions, exclusions and agreements of the policy shall remain unchanged.

ASSAULT AND BATTERY EXCLUSION

Coverage afforded by this policy including any obligation or duty of the Company to defend, **does not** apply to any liability arising out of:

- A. actual, threatened or alleged assault and/or battery committed by any person, whether or not with the actual or constructive consent or participation of any insured.
- B. the failure of any insured or anyone else for whom an insured is legally responsible to prevent or suppress any such actual or threatened assault and/or battery; or
- C. the negligent selection, employment, training, supervision, or retention of any person whose conduct is described in A and/or B above.

Assault and/or battery regarding A, B and C above is not an "occurrence" as defined in this policy.

The Company shall have no duty to defend any claim or suit that includes any of the above claims or allegations, regardless of the circumstances involved in the claim or suit, even though the allegations may be groundless, false or fraudulent.

All other terms, conditions, exclusions and agreements of the policy shall remain unchanged.

SEXUAL MISCONDUCT OR SEXUAL MOLESTATION EXCLUSION

Coverage afforded by this policy including any obligation or duty of the Company to defend, **does not** apply to any alleged or actual liability arising out of:

- A. the actual, threatened or alleged:
 - 1. physical abuse of any kind committed by any person, whether or not with the actual or constructive consent or participation of any insured;
 - 2. emotional or mental abuse of any kind committed by any person, whether or not with the actual or constructive consent or participation of any insured; or
 - 3. sexual abuse; molestation; licentious, immoral or sexual behavior of any kind committed by any person, whether or not with the actual or constructive consent or participation of any insured; or
- B. the failure of any insured, member of the household or anyone else for whom an insured is legally responsible to prevent or suppress any such actual or threatened behavior; and/or
- C. the negligent selection, employment, training, supervision, or retention of any person whose conduct is described in A.1., A.2. and/or A.3.above; or,
- D. the erroneous, mistaken or negligent reporting of the above described acts to proper authorities, or the failure to report such acts.

The Company shall have no duty to defend any claim or suit that includes any of the above claims, regardless of the circumstances involved in the claim or suit, even though the allegations may be groundless, false or fraudulent.

All other terms, conditions, exclusions and agreements of the policy shall remain unchanged.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE ENDORSEMENT – CALIFORNIA

(Private Residence Employees)

With respect to private residence employees of the insured, and in consideration of an additional premium, the Company agrees:

Insuring Agreements

Coverage I – to pay promptly when due all compensation and other benefits required of the insured by the Workers' Compensation Law, and

Coverage II – to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained by any private residence employee arising out of and in the course of his employment by the insured.

- (a) sustained in the United States of America, its territories or possessions, or Canada, or
- (b) sustained while temporarily outside the United States of America, its territories or possessions, or Canada if the injured employee is a citizen or resident of the United States or Canada; but Coverage II does not apply to any suit brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada or to an action on such judgment wherever brought.

Definition

Private residence employee as used in this endorsement means an employee of an insured whose duties are in connection with the ownership, maintenance or use of the insured premises, including the performance of household domestic services, or who performs elsewhere duties of a similar nature or under casual employment not in connection with any insured's business or farming operations. "Casual employment" is that where the work contemplated is to be completed in not exceeding ten (10) working days, without regard to the number of persons employed, and where the total labor cost of such work is less than five hundred dollars (\$500); such amount not to include charges other than for personal services.

Application Of Endorsement

This endorsement applies only to injury (1) arising out of and in the course of employment and occurring during the policy period, or (2) occupational disease or cumulative injury of private residence employee who during the term of this policy actually worked for the insured during the last day of covered employment* which exposed the employee to the hazard of such occupational disease or cumulative injury.

*"Covered employment" means employment for an insured who possesses compensation coverage.

Conditions

1. **Policy Provisions** – None of the insuring agreements, exclusions or conditions of the policy shall apply to this endorsement except as stated above and the following:
 - (a) any policy condition or provision applying to:
 - (1) assignment, subrogation, or cancellation;
 - (2) granting of permission or waiving of policy conditions or provisions;
 - (3) insured's duties in the event of an accident, occurrence, claim or suit as provided for under the personal liability or medical payments coverages;
 - (4) suit or action against the Company;
 - (5) agreement for defense, settlement and supplementary payments as provided for under the personal liability coverage.
 - (b) the definitions of the words "business", "business property" and "insured premises", if applicable.
2. **Additional Provisions Applicable to Coverage I** – The following provisions are applicable to Coverage I afforded under this endorsement:
 - (a) The Company shall be directly and primarily liable to any private residence employee of the insured entitled to the benefits of the Workers' Compensation Law under this policy.

- (b) As between the private residence employee and the Company, notice to or knowledge of the occurrence of the injury on the part of the insured will be deemed notice or knowledge as the case may be on the part of the Company.
- (c) The jurisdiction of the insured will, for the purpose of the law imposing liability for compensation, be jurisdiction of the Company.
- (d) The Company will in all things be bound by and subject to the orders, findings, decisions or awards rendered against the insured under the provisions of the law imposing liability for compensation, subject to the provisions, conditions and limitations of the policy. This policy shall govern as between the insured and Company as to payments by either in discharge of the insured's liability for compensation.

3 Limits of Liability Coverage II – The words “damages because of bodily injury by accident or disease, including death at any time resulting therefrom,” in Coverage II under this endorsement include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by private residence employees of the insured arising out of and in the course of their employment. The limit of liability stated below for Coverage II is the total limit of the Company's liability for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one or more private residence employees in any one accident. The limit of liability stated below for Coverage II is the total limit of the Company's liability for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by one or more private residence employees of the insured.

The inclusion therein of more than one insured shall not operate to increase the limits of the Company's liability of \$100,000.

Other Insurance – This endorsement does not apply to any loss with respect to which other valid and collectible Workers' Compensation or Employers' Liability insurance applies.

Terms of Policy Conformed to Statute – The terms of this endorsement which are in conflict with the provisions of a Workers' Compensation Law are hereby amended to conform to such law.

Exclusions

This policy does not apply:

1. To liability for additional compensation imposed on the insured under Sections 4553 and 4557, Division IV, Labor Code of the State of California, by reason of the serious and willful misconduct of the insured or any representative of the insured or by reason of injury to an employee under 16 years of age and illegally employed at the time of injury;
2. To liability for compensation due a private residence employee for injury or illness sustained while engaged in services in connection with the trade, business, profession or occupation of the insured;
3. Under **Coverage II**, to liability assumed by the insured under any contract or agreement;
4. Under **Coverage II**, to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit brought against the insured for damages because of such injury or death resulting therefrom;
5. Under **Coverage II**, to any obligation for which the insured or any carrier as his insurer may be held liable under the Workers' Compensation Law of California, any other Workers' Compensation or occupation disease law, any unemployment compensation or disability benefits law, or under any similar law.

COMMUNICABLE DISEASE EXCLUSION

SECTION II – EXCLUSIONS

The following exclusion is added:

Coverage E – Personal Liability and Coverage F – Medical Payments to Others do not apply to **bodily injury** or **property damage** which arises out of the transmission of a communicable disease by an **insured**.

NOTICE TO CONSUMERS — CALIFORNIA RESIDENTIAL INSURANCE DISCLOSURE

This disclosure is required by Section 10102 of the California Insurance Code. This form provides general information related to residential property insurance and is not part of your residential property insurance policy. Only the specific provisions of your policy will determine whether a particular loss is covered and the amount payable. The information provided does not preempt existing California law.

PRIMARY FORMS OF RESIDENTIAL DWELLING COVERAGE

You have purchased the coverage(s) checked below. NOTE: Actual Cash Value Coverage is the most limited level of coverage listed. Guaranteed Replacement Cost is the broadest level of coverage.

_____ **ACTUAL CASH VALUE COVERAGE** pays the costs to repair the damaged dwelling minus a deduction for physical depreciation. If the dwelling is completely destroyed, this coverage pays the fair market value of the dwelling at time of loss. In either case, coverage only pays for costs up to the limits specified in your policy.

_____ **REPLACEMENT COST COVERAGE** is intended to provide for the cost to repair or replace the damaged or destroyed dwelling, without a deduction for physical depreciation. Many policies pay only the dwelling's actual cash value until the insured has actually begun or completed repairs or reconstruction on the dwelling. Coverage only pays for replacement costs up to the limits specified in your policy.

EXTENDED REPLACEMENT COST COVERAGE is intended to provide for the cost to repair or replace the damaged or destroyed dwelling without a deduction for physical depreciation. Many policies pay only the dwelling's actual cash value until the insured has actually begun or completed repairs or reconstruction on the dwelling. Extended Replacement Cost provides additional coverage above the dwelling limits up to a stated percentage or specific dollar amount. See your policy for the additional coverage that applies.

_____ **GUARANTEED REPLACEMENT COST COVERAGE** covers the full cost to repair or replace the damaged or destroyed dwelling for a covered peril regardless of the dwelling limits shown on the policy declarations page.

_____ **BUILDING CODE UPGRADE COVERAGE**, also called Ordinance and Law coverage, is an important option that covers additional costs to repair or replace a dwelling to comply with the building codes and zoning laws in effect at the time of loss or rebuilding. These costs may otherwise be excluded by your policy. Meeting current building code requirements can add significant costs to rebuilding your home. Refer to your policy or endorsement for the specific coverage provided and coverage limits that apply.

READ YOUR POLICY AND POLICY DECLARATIONS PAGE CAREFULLY: The policy declarations page shows the specific coverage limits you have purchased for your dwelling, personal property, separate structures, such as detached garages, and additional living expenses. The actual policy and endorsements provide the details on extensions of coverage, limitations of coverage, and coverage conditions and exclusions. The amount of any claim payment made to you will be reduced by any applicable deductibles shown on your policy declarations page. It is important to take the time to consider whether the limits and limitations of your policy meet your needs. Contact your agent, broker, or insurance company if you have questions about what is covered or if you want to discuss your coverage options.

INFORMATION YOU SHOULD KNOW ABOUT RESIDENTIAL DWELLING INSURANCE

AVOID BEING UNDERINSURED: Insuring your home for less than its replacement cost may result in your having to pay thousands of dollars out of your own pocket to rebuild your home if it is completely destroyed. Contact your agent, broker, or insurance company immediately if you believe your policy limits may be inadequate.

THE RESIDENTIAL DWELLING COVERAGE LIMIT: The coverage limit on the dwelling structure should be high enough so you can rebuild your home if it is completely destroyed. Please note:

- The cost to rebuild your home is almost always different from the market value.
- Dwelling coverage limits do not cover the value of your land.
- The estimate to rebuild your home should be based on construction costs in your area and should be adjusted to account for the features of your home. These features include but are not limited to the square footage, type of foundation, number of stories, and the quality of the materials used for items such as flooring, countertops, windows, cabinetry, lighting and plumbing.
- The cost to rebuild your home should be adjusted each year to account for inflation.
- Coverage limits for contents, separate structures, additional living expenses and debris removal are usually based on a percentage of the limit for the dwelling. If your dwelling limit is too low, these coverage limits may also be too low.

You are encouraged to obtain a current estimate of the cost to rebuild your home from your insurance agent, broker, or insurance company or an independent appraisal from a local contractor, architect, or real estate appraiser. If you do obtain an estimate of replacement value, and wish to change your policy limits, contact your insurance company. While not a guarantee, a current estimate can help protect you against being underinsured.

DEMAND SURGE: After a widespread disaster, the cost of construction can increase dramatically as a result of the unusually high demand for contractors, building supplies and construction labor. This effect is known as demand surge. Demand surge can increase the cost of rebuilding your home. Consider increasing your coverage limits or purchasing Extended Replacement Cost coverage to prepare for this possibility.

CHANGES TO PROPERTY: Changes to your property may increase its replacement cost. These changes may include the building of additions, customizing your kitchen or bathrooms, or otherwise remodeling your home. Failure to advise your insurance company of any significant changes to your property may result in your home being underinsured.

EXCLUSIONS: Not all causes of damage are covered by common homeowners or residential fire policies. You need to read your policy to see what causes of loss or perils are not covered. Coverage for landslide is typically excluded. Some excluded perils such as earthquake or flood can be purchased as an endorsement to your policy or as a separate policy. Contact your agent, broker, or insurance company if you have a concern about any of the exclusions in your policy.

CONTENTS (PERSONAL PROPERTY) COVERAGE DISCLOSURE:

This disclosure form does not explain the types of contents coverage provided by your policy for items such as your furniture or clothing. Contents may be covered on either an actual cash value or replacement cost basis depending on the contract. Almost all policies include specific dollar limitations on certain property that is particularly valuable such as jewelry, art, or silverware. Contact your agent, broker or insurance company if you have any questions about your contents coverage. You should create a list of all personal property in and around your home. Pictures and video recordings also help you document your property. The list, photos, and video should be stored away from your home.

CONSUMER ASSISTANCE

If you have any concerns or questions, contact your agent, broker, or insurance company. You are also encouraged to contact the California Department of Insurance consumer information line at (800) 927-HELP (4357) or at www.insurance.ca.gov for free insurance assistance.

California Residential Property Insurance Bill of Rights

A consumer is entitled to receive information regarding homeowner's insurance. The following is a limited overview of information that your insurance company can provide:

- The insurance company's customer service telephone number for underwriting, rating, and claims inquiries.
- A written explanation for any cancellation or nonrenewal of your policy.
- A copy of the insurance policy.
- An explanation of how your policy limits were established.
- In the event of a claim, an itemized, written scope of loss report prepared by the insurer or its adjuster within a reasonable time period.
- In the event of a claim, a copy of the Unfair Practices Act and, if requested, a copy of the Fair Claims Settlement Practices Regulations.
- In the event of a claim, notification of a consumer's rights with respect to the appraisal process for resolving claims disputes.
- An offer of coverage and premium quote for earthquake coverage, if eligible.

A consumer is also entitled to select a licensed contractor or vendor to repair, replace, or rebuild damaged property covered by the insurance policy.

The information provided herein is not all inclusive and does not negate or preempt existing California law. If you have any concerns or questions, contact your agent, broker, insurance company, or the California Department of Insurance consumer information line at (800) 927-HELP (4357) or at www.insurance.ca.gov for free insurance assistance.

SUMMARY OF RIGHTS & NOTICE OF INSURANCE INFORMATION PRACTICES

Your Rights Following an Adverse Underwriting Decision

You have the right to know the specific items of information that support the reason(s) given for this decision and the identity of the source of that information. Within 90 business days from the date of the mailing of the notice to you of an adverse underwriting decision, we will furnish to you within 21 business days from the date of receipt of the written request from you:

1. The specific reason for the adverse underwriting decision if the information was not initially furnished in writing, and
2. The specific items of personal and privileged information that support those reasons except that The Company will disclose the names and addresses of the institutional sources that supplied the specific items of personal or privileged information.

Your Rights to Access your Recorded Personal Information

You have the right to submit a written request for access to your recorded personal information. Within 30 business days of the receipt of your request for access to your recorded personal information, we will inform you of the nature and substance of the recorded personal information. You have the right to see and copy, in person, the recorded personal information, or obtain a copy by mail, whichever you prefer. The information must be reasonably described by you and reasonably locatable and retrievable by us. Any information we provide you will be in plain language.

The Company will disclose to you the identity, if recorded, of those persons to whom the insurance support organization has disclosed the personal information within two years prior to your request; if not recorded, the names of those institutions or persons to whom the information is normally disclosed.

We will provide you with a summary of the procedures by which you may request correction, amendment, or deletion of recorded personal information. You may request correction, amendment, or deletion of recorded personal information by submitting a written request to King Insurance Support Systems, Inc. PO Box 500399 Sandy Springs, GA 31150. Any of the personal information provided to you will identify the source if it is an institutional source.

Your Rights to Correct, Amend, or Delete Recorded Personal Information

Within 30 business days of the receipt of a written request from you to correct, amend, or delete any personal information about you, the Company or insurance support organization shall either:

1. Correct, amend, or delete the portion of the recorded personal information in dispute;
2. Notify you of our refusal to correct, amend, or delete, the reasons for the refusal, and your right to file a statement if you disagree.

If the information is corrected, amended or deleted, the changes will be in writing and provided to you, any person who may have received the incorrect information within the preceding two years, any insurance-support organization that received the information within the preceding seven years, and any insurance support organization that furnished the personal information that has been corrected, amended or deleted.

If you disagree with the Company's or insurance support organization's refusal to correct, amend, or delete recorded personal information, you may file with the Company or insurance support organization a concise statement setting forth what you think is the correct, relevant, or fair information and a concise statement of the reasons why you disagree with the Company's or insurance support organization's refusal to correct, amend, or delete recorded personal information. Your response will be added to your file. We will file your statement with any disputed personal information and make it accessible so that anyone reviewing the information will be cognizant of your statement. Furthermore, your statement will be included with any subsequent disclosure.

If you would like additional information concerning this action, you have 180 days to submit a written request to: King Insurance Support Systems, Inc. PO Box 500399 Sandy Springs, GA 31150.

Privacy Policy

You have a relationship with one or more of the following Fortegra Financial Corporation affiliates: *Bankers Life of Louisiana, Blue Ridge Indemnity Company, Insurance Company of the South, Life of the South Insurance Company, Lyndon Southern Insurance Company, Response Indemnity Company of California, and Southern Financial Life Insurance Company*. The trust of our customers is our most valuable asset. In the course of providing products and services to you we will obtain information about you. Your trust in providing this information is safeguarded by keeping nonpublic personal information about our customers in a secure environment and using that information in accordance with this Privacy Policy.

This Privacy Policy generally describes our policy about obtaining and disclosing nonpublic information about you, examples of nonpublic information we collect and the companies with which we may share this information. These examples are for illustrative purposes only and are not intended to be considered a complete description of all information we collect, maintain, or use in our sharing practices. You may have other privacy protection under some State laws. We will comply with the applicable State and Federal laws regarding nonpublic information about you.

Information we may collect.

Customer Information. Customer information includes identifying information such as your name, address, telephone number, employer, social security number, income, age, and demographic data about you. It also includes information about your transactions with us such as claims history, premiums, and insurance coverage.

Financial Information. Financial information is information covered by the Fair Credit Reporting Act and information such as your credit history, credit card usage, income, assets, and loan records. It also includes information from consumer reporting agencies, public records, and data collection agencies.

Health Information. Health information includes medical history provided by doctors, hospitals or other health care providers, other insurance companies, and you. Health information will be collected, as authorized by you, or otherwise permitted by law, as we deem appropriate to determine eligibility for coverage, to process claims, and to prevent fraud.

What we do with the information we obtain.

The nonpublic information we may collect as described above may be disclosed, where permitted by law, in order to offer you product and services. Examples of disclosures permitted by law would include disclosures to organizations who provide claims administration, underwriting, audits, investigation or policyholder services. We may use affiliated and nonaffiliated parties to perform these services. Services also include protecting against fraud and companies who maintain software for us. We may also disclose information in response to requests from law enforcement authorities or State insurance authorities.

Independent Sales Agents and Agents in General.

Sales agents who represent us are independent, and your independent sales agent may gather and retain customer information, financial information, and/or health information about you. The use and protection of this information by your independent sales agent is your independent sales agent's responsibility, not the responsibility of *Fortegra Financial Corporation or its affiliated companies*. If you have questions about how your independent sales agent may use or disclose this information, please contact your independent sales agent.

Information regarding Former Customers.

We do not disclose nonpublic personal information about former customers except in accordance with this Privacy Policy.

Changes to our Privacy Policy

We reserve the right to modify, change or supplement this Privacy Policy at any time. If we make material changes to this policy, we will provide our customers with a revised notice that describes our new practices.

CONSUMER NOTICE

If a dispute should arise between you and us, which is not resolved, you may bring the matter to the attention of the Insurance Department. You should contact the Insurance Department only after the contacts between you and us have failed to produce a satisfactory solution to the problem.

If your policy was issued or delivered by your agent or broker, you should contact them first for assistance.

The Insurance Department's address is:

CALIFORNIA INSURANCE DEPARTMENT
Consumer Services Bureau
300 South Spring Street
Los Angeles, California 90013
(800) 927-4357 – California Only
(213) 897-8921 – Out of State

COMPANY INFORMATION

Response Indemnity Company Of California

ATTN: Customer Relations
10751 Deerwood Park
Boulevard
Suite 200
Jacksonville, FL 32256
800-888-2738

BE SURE TO INCLUDE YOUR NAME, ADDRESS, AND POLICY NUMBER
YOU MAY CONTACT US AT 888-293-5108 WITH YOUR INQUIRIES OR COMPLAINTS.

NOTICE TO POLICYHOLDER

Dear Insured:

Enclosed is your declaration page. The following premium credits are available under this program. If you have been given these credits, there will be an "X" in the applicable box.

- Multi-Sectional Credit: If the mobile home is manufactured as a multi-sectional unit (greater than 16 feet wide) - a 10% credit to the base premium applies.
- Claim Free Credit: If the mobile home has been insured and been claim free for the past three years, a 20% credit to the base premium applies.

If you feel you may be entitled to any of the available credits not marked with an "X", then please contact your agent.

EXTENDED REPLACEMENT COST PAYMENT METHOD

To the extent that coverage is provided, **we** agree to provide an additional amount of insurance in accordance with the following provisions:

A. If you have:

1. Allowed **us** to adjust the Coverage A limit of liability and the premium in accordance with:
 - a. The property evaluations **we** make; and
 - b. Any increases in inflation; and
2. Notified us, within 30 days of completion, of any improvements, alterations or additions to the dwelling building which increase the replacement cost of the dwelling building by 5% or more;

the provisions of this endorsement will apply after a loss, provided **you** elect to repair or replace the damaged or destroyed dwelling building.

B. If there is a loss to the dwelling building that exceeds the Coverage A limit of liability shown in the Declarations, for the purpose of settling that loss only:

1. **We** will provide an additional amount of insurance, up to 20% of the Coverage A limit of liability; and
2. The Section I Condition 3. Loss Settlement paragraph **b.** is deleted and replaced by paragraphs **b., c., d., and e.** as follows:
 - b. The dwelling building under Coverage A at replacement cost without deduction for depreciation. **We** will pay no more than the smallest of the following amounts for like construction and use on the same premises:
 - (1) The replacement cost of that part of the dwelling building damaged or destroyed;
 - (2) The necessary amount actually spent to repair or replace the damaged or destroyed dwelling building; or
 - (3) The limit of liability under this policy that applies to the dwelling building, plus any additional amount provided by this endorsement.
 - c. **We** will pay no more than the actual cash value of the damage until actual repair or replacement is complete.

d. **You** may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to the dwelling building on an actual cash value basis. **You** may then make claim within 180 days after loss for any additional liability on a replacement cost basis.

e. The amount **we** will pay for loss to your Mobile Home or other structures due to hail depends on the type of damage the hail causes, as stated below:

- (1) If hail causes structural damage, which is the actual penetration of the exterior surface or the cracking or breaking of support materials, **we** will pay **you** the cost of repairing or replacing the damaged portion.
- (2) If hail dents the exterior surface of the dwelling or other structures, and there is not structural damage, **we** will pay the difference between the actual cash value of the damaged property immediately prior to the loss and its actual cash value immediately after the loss.

All other terms and conditions remain as stated.

ENHANCEMENT COVERAGE PREFERRED PROGRAM

In consideration of the additional premium at which this policy was written, **your** policy is changed as follows:

The section titled, "**Personal Property · Special Limits of Liability**" is deleted and replaced with the following:

These limits do not increase the Coverage C limit of liability. The special limit for each following numbered category is the total limit for each loss for all property in that numbered category.

1. \$1,000 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and metals.
2. \$1,500 on securities, accounts, deeds, evidences of debt letter of credit notes other than bank notes, manuscripts, passports, books, tickets, photographs, and stamps, cards and comic book collections.
3. \$1,500 on watercraft, including their trailers, furnishings, equipment and out board motors.
4. \$1,500 on trailers not used with watercraft.
5. \$1,500 on grave markers.
6. \$1,500 for loss by theft of jewelry, watches, furs, and precious and semi-precious stones.
7. \$3,000 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, and pewterware. Silverware, goldware, and pewterware include:
 - a. Plateware, flatware, hollowware, tea sets, trays, trophies and the like.
 - b. other utilitarian items made of or including silver, gold, or pewter.
8. \$2,500 for loss by theft of firearms.

Under the section titled, "**ADDITIONAL COVERAGES**", the following subsections are amended:

Loss of Use Coverage · The limit of 10% is hereby increased to 20%.

Debris Removal Coverage · The limit of \$500 is hereby increased to \$750.

Trees, Shrubs, and other Plants · The maximum limit of \$500 for all trees, shrubs, plants, and lawns is hereby increased to \$750.

Fire Department Service · The maximum limit of \$250 is hereby increased to \$500. However, if you have purchased an additional limit above the limit in the policy, you will receive an additional \$250 coverage limit over and above the policy limit and the additional limit you purchased.

Property Removed · The maximum limit of \$500 is hereby increased to \$750.

Credit Card, Fund Transfer Card, Forgery, and Counterfeit Money - The maximum limit of \$500 is hereby increased to \$750.

Under **SECTION II · ADDITIONAL COVERAGES**, the section titled "**Damage To Property Of others**", the limit is increased from \$500 to \$750 per accident.

All other terms and conditions of this policy remain unchanged.

ORDINANCE OR LAW COVERAGE

The following is added to SECTION I - COVERAGES, ADDITIONAL COVERAGES:

9. Ordinance or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
- (9) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (10) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (11) The remodeling, removing or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris that results from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in (1) above.

c. We do not cover:

- (9) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
 - (10) The costs to comply with any ordinance or law which requires any "insured" or others to:
 - (1) Test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize; or
 - (2) In any way respond to or assess the effects of pollutants in or on any covered building or other structure.
- Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Under SECTION I - EXCLUSIONS, Item 1. Ordinance or Law is deleted in its entirety.

PERSONAL EFFECTS REPLACEMENT COST COVERAGE

For an additional premium, **your** policy is extended to cover the full cost of repair or replacement (*without deduction for depreciation*) of **your** Personal Effects.

Our liability for loss on any item covered under this coverage shall not exceed the smallest of the following amounts:

The replacement cost at the time of loss without deduction for depreciation; or

The full cost of repair at the time of the loss; or

400% of the actual cash value at the time of the loss; or

The limit of liability applying to Personal Effects coverage; or

Any special limits of liability stated in this policy.

When the replacement cost for the entire loss under this coverage exceeds \$500, **we** will pay no more than the actual cash value for the loss or damage until the actual repair or replacement is completed.

You may make a claim for loss on an actual cash value basis and then make claim within 180 days after the loss for any additional liability in accordance with this coverage.

When the identical article is no longer manufactured or is not available, replacement cost shall mean the cost of a new article similar to that damaged or destroyed and which is of comparable quality and usefulness.

This coverage does not apply to the property listed below and these items are specifically excluded from the replacement cost coverage (*actual cash value provisions apply*);

Items of rarity or antiquity which by their inherent nature cannot be replaced.

Items whose age or history contribute substantially to their value. This includes, but is not limited to memorabilia, souvenirs, and collectors items.

Property not owned by **you** or property owned by **you** but not in **your** possession at the time of the loss.

Property which, at the time of the loss is a) not in workable condition, or b) not used by **you** for its intended purpose during the policy term.

CONNECTICUT AND SOUTH DAKOTA EXCEPTION: The sentence above which reads, "400% of the actual cash value at the time of the loss; or" is deleted.

WASHINGTON EXCEPTION: The sentence above which reads, "The full cost of repair at the time of loss; or" is deleted and replaced with the following:

The full cost of repair, which will be effectuated with new parts of like kind and quality; or

DEBRIS REMOVAL INCREASED COVERAGE ENDORSEMENT

DEBRIS REMOVAL COVERAGE for your home is changed to read:

We will pay the actual reasonable and necessary cost for the removal of debris of insured property that is damaged in a loss **we** insure.

The cost of debris removal is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal.

If the debris removal cost exceeds the Amount of Insurance for the damaged property plus the additional 5% of the Amount of Insurance made available for debris removal, we will pay up to an additional \$2,500 for debris removal.

No deductible will apply.

FLOOD/RISING WATER EXTENSION

In consideration of the premium charged, agree to pay for loss caused by Flood or Rising Water. All other provisions of this policy apply.



10-12-2023

Date Issued

Authorized Signature

This endorsement forms a part of **your** policy and is effective on the inception date of **your** policy unless the following is completed.

This endorsement forms a part of **your** Policy Number _____ [REDACTED] _____ and is effective
10-12-2023 _____ (12:01 a.m. Standard Time).

NATURAL DISASTER PROTECTION

For an additional premium, **you** can buy this protection.

If **you** borrowed money to buy **your** Mobile Home, Natural Disaster Protection may increase the amount of **your** Comprehensive Mobile Home Coverage in order to pay off **your** loan. If **you** buy this protection, **we** will pay for either the actual cash value of **your** Mobile Home or the outstanding principal balance of the loan for **your** Mobile Home, whichever is more, if **your** Mobile Home is destroyed by windstorm, flood, earthquake, landslide, or hail. **We** reserve the right to offer **you** a replacement Mobile Home of a similar kind, quality, and value.

Outstanding principal balance of the loan means the unpaid amount **you** owe **your** lienholder shown on the **declaration page**, minus past due payments, unearned interest, insurance, finance, and other carrying charges computed as of the date of **your** loss. This is also minus any penalties or other charges, which may have been added to **your** loan after the loan was finalized.

Flood means:

A general temporary condition of partial or complete covering of normally dry land areas from:

The overflow of inland tidal waters; or

The unusual and rapid build-up or run-off of surface water from any source; or

Mudslides or mudflows which are caused by the build-up of water on or under the ground; or

Flood can also mean the collapse or sinking of land along the shore of a body of water as a result of erosion or undermining caused by waves or currents of water exceeding the normal levels, which results in a flood as defined above.

Flood, as defined above, is at least as broad as that offered by the Standard Flood Insurance Policy [NFIA-1(Ed. 7-74)].

CALIFORNIA LIMITED EARTHQUAKE COVERAGE

PREFERRED, STANDARD, RENTAL AND VACANT PROGRAMS

In consideration of premium charged, Earthquake Coverage is amended to read as follows:

Earthquake means any loss caused by, resulting from, contributed to or aggravated by:

earthquake, earth sinking, rising or shifting; volcanic eruption meaning eruption, explosion or effusion of a volcano.

One or more earthquake shocks that occur within a 72 hour period shall constitute a single earthquake.

We insure for direct loss to your Mobile Home caused by Earthquake up to the limits shown on the declarations. In addition, coverage for Additional Living Expenses up to a limit of \$1,500 is provided to cover expenses while your home is uninhabitable due to loss or damage due to the peril of Earthquake.

The following deductible provisions apply to any loss caused by the peril of Earthquake:

We pay only that part of the loss over the deductible shown on the Declarations Page.

- a.** There is no contents coverage unless the dwelling loss exceeds the deductible amount of the policy.
- b.** You have a maximum coverage on contents of \$5,000.

This coverage does not increase the limits of liability stated in this policy.

Any loss or damage by landslide or mudflow is not covered by the policy to which this endorsement is attached.

All other terms and conditions apply.

CALIFORNIA ADDITIONAL EARTHQUAKE COVERAGE MOBILE HOME PROGRAMS

ENGINEERING SERVICES AND DEMOLITION COST COVERAGE and **RECONSTRUCTION COST COVERAGE** applies when **your** home has been damaged by an earthquake.

ENGINEERING SERVICES AND DEMOLITION COST COVERAGE

We will pay the reasonable and necessary cost of:

1. Structural engineering services, except as provided by public entities, to determine the habitability of **your** home after it has been damaged by an earthquake; and
2. Demolition of **your** home due to structural condemnation as the result of loss or damage caused by earthquake.

The most **we** will pay under this coverage for **your** home as the result of a single earthquake is an amount equal to ten percent (10%) of the Amount of Insurance that applies to **your** home, but **we** will pay only that part of the loss that exceeds five hundred dollars (\$500).

A single earthquake consists of one or more earthquake shocks that occur within a seventy-two (72) hour period.

RECONSTRUCTION COST COVERAGE

If this coverage applies, **we** will pay the reasonable and necessary reconstruction costs to bring **your** home up to current manufactured home construction standards as described in the California Health and Safety Code, to the extent required by **your** reconstruction permit.

This coverage is available only if, prior to the earthquake, **you** completed and **we** verified fitting or retrofitting of **your** home. Fitting or retrofitting of **your** home is accomplished by installing an earthquake resistant bracing system which has been approved for installation in **your** type home by the Department of Housing and Community Development, Division of Codes and Standards.

The sole purpose of **our** verification is to confirm **your** qualification for this coverage. **We** will not recommend, warrant, or install any earthquake resistant bracing system; nor will **we** be responsible for any failure of that device to perform its intended function.

The most **we** will pay under this coverage for a single earthquake is \$10,000, but **we** will pay only that part of the loss that exceeds one thousand dollars (\$1,000).

A single earthquake consists of one or more earthquake shocks that occur within a seventy-two (72) hour period.

CALIFORNIA COMPREHENSIVE EARTHQUAKE COVERAGE

In consideration of premium charged, Earthquake coverage is added :

Earthquake means any loss caused by, resulting from, contributed to or aggravated by:

- Earthquake, earth sinking, rising or shifting; volcanic eruption meaning eruption, explosion or effusion of a volcano.
- One or more earthquake shocks that occur within a 72-hour period shall constitute a single earthquake.

This peril shall apply to SECTION I - Coverages **A, B, C** and **D**. The limits of liability are as follows:

- Coverage **A** - Dwelling **Limit shown on declarations**
- Coverage **B** - Separate Structures **10% of Coverage A limit**
- Coverage **C** - Personal Property **50% of Coverage A limit**
- Coverage **D** - Loss of Use **Lesser of \$25,000 or 20% of Coverage A limit**

The Earthquake deductible shown on the Declarations page applies to the limit of liability for each coverage and it shall apply separately to any/all loss(es) under Coverage **A** - Dwelling, Coverage **B** – Separate Structures and Coverage **C** - Personal Property. No deductible shall apply to Coverage **D** - Loss of Use. There is no Coverage **C** –Personal Property coverage unless the dwelling loss exceeds the deductible amount of the policy.

This coverage does not increase the limits of liability stated in this policy.

Any loss or damage by landslide or mudflow is not covered by the policy to which this endorsement is attached.

All other terms and conditions apply.