

SPECIAL PROVISIONS--KANSAS
DWELLING

COVERAGES;

Under Coverage C Personal Property, item 4 is deleted and following substituted:

4. motor vehicles or motorized bicycles, other than motorized equipment used to service the Described Location; or

Under Other Coverages in Forms DP-2 and DP-3, item 8. Lawns, Plants, Shrubs and Trees is deleted and the following substituted:

8. Lawn, Plants, Shrubs and Trees--You may apply up to 5% of the Coverage A limit of liability for loss to lawns, plants, shrubs, or trees on the Described Location by fire, lightning, smoke, explosion, riot or civil commotion, aircraft, vehicles, except vehicles owned or operated by you or a resident of the Described Location, collapse of a building, and vandalism or malicious mischief, including damage during burglary or attempted burglary, but not the theft of property. We shall not be liable for more than our proportion of \$500 on any one plant, shrub or tree including expense incurred for removing debris thereof. We do not cover property grown for commercial purposes. Payment under this coverage reduces the Coverage A limit of liability by the amount paid.

PERILS INSURED AGAINST

DP-2; DP-3 (Coverage C Personal Property)

The peril of Burglars is deleted and the following substituted:

Damage by Burglars, meaning damage to covered property caused by burglars.

This peril does not include:

- a. theft of property; or
- b. damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the damage occurs.

GENERAL EXCLUSIONS

Item 2. Earth Movement is deleted and the following substituted:

2. Earth Movement. Meaning any loss caused by, resulting from, contributed to or aggravated by earthquake; landslide; mudflow; earth sinking; rising or shifting; volcanic eruption, meaning the eruption, explosion or effusion of a volcano; unless direct loss by:

- (1) fire;
- (2) explosion other than the explosion of a volcano; or
- (3) if an insured peril, breakage of glass or safety glazing material; ensues and then we will pay only for the ensuing loss.

CONDITIONS

4. Your Duties After Loss. Paragraphs d. and e. are deleted and the following substituted:

- d. as often as we reasonably require;
 - (1) exhibit the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; 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 beliefs:
- (1) the time and cause of loss;
 - (2) interest of you and all others in the property involved and all encumbrances on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the property;
 - (5) specifications of any damaged building and detailed estimates for repair of the damage;
 - (6) an inventory of damaged personal property described in 4c;
 - (7) receipts for additional living expense incurred and records supporting the fair rental value loss.

9. Other Insurance is deleted and the following substituted:

9. Other Insurance. If property covered by this policy is also covered by other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property.

11. Suit Against Us is deleted and the following substituted:

11. Suit Against Us. No action shall be brought unless there has been compliance with the policy provisions and the action is started within five years after the loss.

13. Loss Payment is deleted and the following substituted:

13. 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.

The following paragraph is added:

If your city or county has adopted an ordinance or resolution according to the provisions of Kansas Law, a portion of our payment for fire or explosion loss to covered buildings or structures will be withheld if the loss is subject to the provisions of that law. The withheld amount will be paid either to the city or county, or to you and mortgagee, if any, according to Kansas Law.

17. Cancellation. Paragraph b.(2) and c. are deleted and the following substituted:

- b.(2) When this policy has been in effect for less than 60 days and is not renewed with us, we may cancel for any reason by notifying you at least 30 days before the date cancellation takes effect.
- c. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded. When the policy is canceled, the return premium will be pro rata.

The following Conditions is hereby added:

24. Effective Time. To the extent coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

The following Conditions apply to DP-2 and DP-3 Policies only:

5. Loss Settlement. Paragraph b. is deleted and the following substituted:

- b. Carpeting, domestic appliances, awning, roof surfacing, outdoor antennas and outdoor equipment, whether or not attached to building, at actual cash value at the time of loss but not exceeding the amount necessary to repair or replace:

All other provisions of this policy apply.