

## AMENDATORY ENDORSEMENT

This endorsement shall be attached to and forms a part of the current policy and all subsequent renewals.

### ACTUAL CASH VALUE

Whenever used in this policy, the following definition of the term Actual Cash Value shall replace any other definition for the term Actual Cash Value in this policy:

The amount which it would cost to repair or replace, including labor, material and taxes, covered property with material of like kind and quality, less allowance for deterioration, obsolescence, and depreciation.

### SECTION 1, COVERAGE B-Unscheduled Personal Property (Household Goods)

1. **Special Limits of Liability.** Adding item I.  
I. \$250 on small tools.

Exclusion 8 and 9 in LOSSES EXCLUDED-SECTIONS 1 THROUGH 6 do not apply to items covered in Section 3, Coverage H-Scheduled Farm Equipment and Section 3, Coverage K-Borrowed, Rented or Leased Farm Equipment insured under Peril Code 01.

Under CONDITIONS-SECTION 1 THROUGH 6, 6. **Appraisal** is deleted and replaced by the following:

6. **Appraisal.** If **you** and **we** fail to agree on the amount of loss, an appraisal may take place. However, an appraisal will take place only if both **you** and **we** agree, voluntarily, to have the loss appraised. If so agreed, each party will choose a competent appraiser within 20 days after both parties agree. The two appraisers will choose an umpire. If they can not agree upon an umpire within 15 days, **you** or **we** may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon will be the amount of loss and will be binding. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss and will be binding.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

Under GENERAL POLICY CONDITIONS, item 6. **Cancellation**, b.2) is deleted and replaced by the following:  
2) not less than thirty (30) days before the cancellation is to take effect when the reason for cancellation is not non-payment of premium.

Under GENERAL POLICY CONDITIONS, item 6. **Cancellation**, b.3) is deleted.

Under GENERAL POLICY CONDITIONS, item 7. **Non-Renewal** is deleted and replaced by the following:

7. **Non-Renewal.** **We** may elect not to renew this policy. **We** must do so by mailing notice to **you** at least thirty (30) days before the expiration date of this policy. This notice will be sent to **your** last mailing address known by **us**. Proof of mailing shall be sufficient proof of notice. When **we** elect not to renew this policy in accordance with the provisions of this policy, a copy of the written notice of non-renewal to the **insured** shall be furnished to the mortgagee (or trustee) named in the policy.

Under CONDITIONS-SECTIONS 1 THROUGH 6, item 3.A. is deleted and replaced by the following:

**A. Loss Settlement Clause 1**

**Section 1, Coverage A-Dwelling or Section 5, Coverage R-Outbuildings**

Insured loss to dwelling or outbuilding is settled at replacement cost without deduction for depreciation, subject to the following conditions:

1. if at the time at loss the amount of insurance in this policy on the damaged dwelling or outbuilding is 80 percent or more of the full replacement cost of the dwelling or outbuilding immediately prior to the loss, **we** will pay the cost of repair or replacement, without deduction for depreciation.

Payment will not exceed the smallest of the following amounts:

- a. the limit of liability under this policy applying to the dwelling or outbuilding;
  - b. the replacement cost of that part of the dwelling or outbuilding damaged for equivalent construction and use on the same location; or
  - c. the amount actually and necessarily spent to repair or replace the damaged dwelling or outbuilding.
2. if at the time of loss the amount of insurance in this policy on the damaged dwelling or outbuilding is less than 80 percent of the full replacement cost of the dwelling or outbuilding immediately prior to the loss, **we** will pay the **actual cash value** of that part of the dwelling or outbuilding damaged. Payment will not exceed the limit of liability under this policy applying to the dwelling or outbuilding.
  3. **you** may disregard the replacement cost provision and make claim under this policy for loss or damage to dwelling or outbuilding on an **actual cash value** basis. **You** may then make claim within 180 days after loss for any additional liability brought about by the replacement cost provision.
  4. covered loss to carpeting, awnings, and domestic appliances whether or not attached to buildings is settled at **actual cash value** at the time of loss, subject to and not in addition to the limit of liability for Section 1, Coverage A-Dwellings or Section 5, Coverage R-Outbuildings.
  5. if covered loss is caused directly or indirectly by Windstorm or Hail and results in **Cosmetic Damage** to aluminum, vinyl, or steel siding or aluminum, vinyl, or steel roof material, we will pay no more than 20% of the replacement cost of the damaged area. This **Cosmetic Damage** limit applies once per damaged area unless the damaged area is repaired prior to the next loss.

Under CONDITIONS-SECTIONS 1 THROUGH 6, item 3.B., the following condition is added:

4. if covered loss is caused directly or indirectly by Windstorm or Hail and results in **Cosmetic Damage** to aluminum, vinyl, or steel siding or aluminum, vinyl, or steel roof material, **we** will pay no more than 10% of the replacement cost of the damaged area. This **Cosmetic Damage** limit applies once per damaged area unless the damaged area is repaired prior to the next loss.

Under DEFINITIONS, the following is added:

**Cosmetic Damage** means marring, scratching, denting, pitting, discoloration, or other condition that affects the appearance of property, but does not prevent the property from continuing to function as a barrier to entrance of the elements to the same extent that it did before the marring, scratching, denting, pitting, discoloration, or other condition occurred.

#### **ROOF ENDORSEMENT**

This policy is amended as follows:

It is hereby agreed and understood that we will pay up to a maximum of 30% of replacement cost of the damaged area on all roof surfaces except for composition and metal roof surfaces for any covered loss caused directly or indirectly by Windstorm or Hail. This maximum limit includes all costs for material, labor, removal, repair, disposal, and replacement of such roof surfaces.

Sheeting or decking is not considered a roof surface and is not covered unless the sheeting or decking is damaged by a covered peril.

#### **SOLID FUELED HEATING PERMIT**

For additional premium, permission is hereby granted to operate free standing solid fueled heating devices as described on the declarations page.

### **CONDITIONS AFFECTING LIABILITY COVERAGES**

EXCLUSIONS-SECTION 7. Liability and Medical Payments, Coverage T and U.

5. is replaced by the following:

5. arising from the ownership, maintenance, operation, use, loading, unloading or entrustment of (a) aircraft, (b) **a motor vehicle, motorized bicycle** or any motorized land conveyance loaned to an **insured** or which an **insured** owns, rents or operates, or (c) a **recreational motor vehicle** loaned to an **insured** or which an **insured** owns, rents or operates off the **insured location** (except a golf cart being used for golfing). Coverage applies on the **insured location** if the **motor vehicle, recreational motor vehicle, motorized bicycle** or any other motorized land conveyance is not licensed for road use and if:

- a. it is used exclusively on the **insured location**;
- b. it is kept there in dead storage; or
- c. its exclusive use is as a device for assisting the handicapped.

This exclusion does not apply to **bodily injury** or **property damage** arising from the ownership, maintenance, operation, use, loading, unloading or entrustment of **farm equipment**, so long as the **farm equipment** is not being towed by, carried on, or placed in motion by a **motor vehicle**;

EXCLUSIONS-SECTION 7. Liability and Medical Payments, Coverage T and U.

6. is replaced with the following:

6. Arising from the ownership, maintenance, operation, use, loading or unloading or entrustment of any watercraft or motorized water conveyance owned, operated or controlled by or rented or loaned to an **insured** if the watercraft or motorized water conveyance (a) has inboard, outboard or inboard-outboard motor power of more than 50 horsepower or (b) is at least 26 feet in overall length. This exclusion does not apply to (a) **bodily injury** or **property damage** occurring on the **insured location** or (b) **bodily injury to residence employees** or **farm employees** resulting from and during employment for an **insured**;

EXCLUSIONS-SECTION 7. Liability and Medical Payments, Coverage T and U.

15. is replaced with the following:

15. For which an **insured** has statutorily imposed liability for the actions of a person operating or using a **motor vehicle**;