

AMENDATORY ENDORSEMENT

The HOBFM-200 (10-2023) combines the following amendatory endorsements into one amendatory endorsement and shall be attached to and made a part of all Homeowners Policies.

This endorsement shall apply to the current policy and all subsequent renewals.

ACTUAL CASH VALUE

The term “**Actual Cash Value**” means:

Whenever used in this policy, the term **Actual Cash Value** means 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 and depreciation and obsolescence.

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.

Section I, Conditions, #6. Appraisal is deleted and replaced by the following:

Section I, Conditions, #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 difference 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.

INSPECTION AND AUDIT ENDORSEMENT

The Company shall inspect the **insured location** and operations at any time as required by the provisions of K.S.A 40-906. Neither the Company’s right to make inspection or the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **insured** or others, to determine or warrant that such property or operations are safe or healthful or in compliance with any law, rule or regulation.

WIND GENERATING EQUIPMENT EXCLUDED

It is agreed that the following exclusion is added:

This insurance does not apply to loss or damage to Wind Generating Equipment.

This exclusion does not apply if the equipment is specifically described in the policy and an additional premium is charged.

Asbestos Material Restriction

It is agreed that the following restriction is added:

We will only pay up to \$1.50 per square foot of material, for materials and labor for the repair, removal, disposal, and replacement of asbestos with material of like kind and quality. This restriction applies to roofing, flooring, siding or any asbestos material.

INCIDENTAL MOTORIZED LAND CONVEYANCES

SECTION II

For an additional premium, Coverage E-Personal Liability and Coverage F-Medical Payments to Others apply to bodily injury or property damage arising out of:

1. the ownership, maintenance, use, loading or unloading of a motorized land conveyance
2. the entrustment by an insured of a motorized land conveyance to any person: or
3. statutorily imposed vicarious parental liability for the actions of a child or minor using a motorized land conveyance.

However, coverage provided by this endorsement does not apply to a motorized bicycle, moped or motorized golf cart and does not apply to any other conveyance:

- a. with a maximum attainable speed of more than 15 miles per hour;
- b. subject to motor vehicle registration;
- c. while used to carry persons for a charge;
- d. while used for business purposes;
- e. while rented to others; or
- f. while being operated in any prearranged or organized race, speed contest or other competition.

Section II exclusion 1.e does not apply to conveyances covered by this endorsement.

With respect to conveyances covered by this endorsement, the definition of insured includes any person or organization legally responsible for the covered conveyance owned by an insured, but does not include a person or organization using or having custody or possession of the conveyance without the permission of the owner.

All other provisions of this policy apply.

HO-8 LOSS SETTLEMENT CHANGE

The policy is amended as follows:

On the Homeowners 8, Modified Coverage Form, Ed. 4-84, Page 8 of 15, Section I—Conditions, 3. Loss Settlement, b. (1), add: (c) the **actual cash value** of that part of the building damaged.

Page 9 of 15, Section I—Conditions, 3. Loss Settlement, b. (2), (c) is deleted and replaced with the following: (c) The **actual cash value** of that part of the building damaged.

LEAD POISONING EXCLUSION ENDORSEMENT

The following provisions are added to and made part of your policy:

Coverage under this policy does not apply to any costs or expenses incurred or loss arising out of:

- 1, the removal, testing for, monitoring, clean-up, abatement, treatment, or neutralization of lead; paint, putty or plaster containing lead; soil or earth containing lead; or any other substance or material containing lead, or
2. any governmental direction or other request that you test for, monitor, clean-up, remove, abate, contain, treat or neutralize lead; paint, putty or plaster containing lead; soil or earth containing lead; or any other substance or material containing lead.

If you are insured for Section II Liability Coverages,

Coverage E--Personal Liability and Coverage F--Medical Payments to Others do not apply to **bodily injury** or **property damage**:

1. arising out of lead paint, plaster or putty containing lead; soil or earth containing lead or any other material or substance containing lead, or;
2. any cost or expense incurred or loss arising out of any claim, governmental direction, or request that you test for, monitor, clean-up, remove, abate, contain, treat or neutralize lead, paint, putty or plaster containing lead; soil or earth containing lead; or any other substance or material containing lead.

This exclusion applies to any obligation to share damages, costs or expenses with someone else or to repay someone else who must pay damages, cost or expenses.

COSMETIC DAMAGE LIMITATION ON SIDING AND ROOFING

On Homeowners 2, Broad Form, Ed. 4-84 and Homeowners 3, Special Form, Ed. 4-84 and Homeowners 8, Modified Coverage Form, Ed. 4-84, the following definition 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.

On Homeowners 2, Broad Form, Ed. 4-84 and Homeowners 3, Special Form, Ed. 4-84, under SECTION I – CONDITIONS, 3.b, the following condition is added:

- (6) 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.

On Homeowners 8, Modified Coverage Form, Ed. 4-84, under SECTION I – CONDITIONS, 3.b, the following condition is added:

- (3) 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.