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IS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **SPECIAL PROVISIONS - ARKANSAS**

## OTHER COVERAGES - SECTION I

The following paragraph under provision 12.\* FUNGI, WET OR DRY ROT, OR BACTERIA is deleted:

The most **we** will pay under this coverage is \$5,000. This is the most **we** will pay for the policy period regardless of the number of losses.

\*This is provision 11. in **our** Premier Renters Policy and provision 10. in **our** Premier Select Policy.

## WHAT LOSSES ARE NOT COVERED - EXCLUSIONS - SECTION I

Provision 1.I. is deleted and replaced by the following:

1.I. **We** do not insure for loss, caused by hail, that alters the physical appearance of the metal roof covering but does not result in the penetration of water through the metal roof covering or does not result in the failure of the metal roof covering to perform its intended function of keeping out the elements over an extended period of time.

Metal roof covering means the metal roofing material exposed to the weather, any underlayment applied for moisture protection and all flashings required in the replacement of a metal roof covering.

We do insure for loss, by a cause of loss identified under WHAT LOSSES ARE COVERED, to metal roof coverings that will allow the penetration of water through the metal roof covering or that results in the failure of the metal roof covering to perform its intended function of keeping out the elements over an extended period of time.

This is provision 1.k. in **our** Premier Select Policy.

## **CONDITIONS - SECTION I**

Provision 7. Appraisal is deleted and replaced by the following:

7. Appraisal

If **you** and **we** fail to agree on the amount of a covered loss, and any **insured** claiming coverage has complied with all other conditions of the policy, an appraisal of the loss may take place. However, an appraisal will take place only if both **you** and **we** agree, voluntarily, to have the loss appraised. If both parties agree in writing to appraisal, each party will choose a competent, independent appraiser and notify the other of the appraiser's identity within 20 calendar days of receipt of the request.

The two appraisers will choose a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 calendar days, **you** or **we**, can request a judge of a court of the court of the state in which the covered property is located to select an umpire.

The appraisers shall separately set the amount of the loss as defined in the policy. 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 difference to the umpire. An appraisal decision will not be binding on either party.

Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by **you** and **us**.



Provision 13. Mortgage Clause\* is amended as follows:

The sentence "If the policy is cancelled or nonrenewed by **us**, the mortgagee shall be notified at least 10 calendar days before the date cancellation or nonrenewal will become effective." is deleted and replaced by the following:

If **we** decide to cancel this policy, the mortgagee will be notified:

- a. at least 10 days before the date cancellation takes effect if we cancel for nonpayment of premium, or
- b. at least 30 days before the date cancellation takes effect in all other cases.

If we decide not to renew this policy, the mortgagee will be notified at least 30 days before the date nonrenewal takes effect.

\*This provision does not apply to **our** Premier Renters Policy.

## WHAT LOSSES ARE NOT COVERED - EXCLUSIONS - SECTION II

Provision 1.k. is deleted and replaced by the following:

1.k. Bodily injury or property damage arising out of, in connection with, aggravated by, or consisting of pollutants. This exclusion does not apply to bodily injury or property damage caused by heat, smoke, vapors or fumes from a hostile fire. A hostile fire shall mean one which becomes uncontrollable or breaks out from where it was intended to be.

#### **SECTION III - GENERAL PROVISIONS**

#### **TERMINATION**

Provision 2. Cancellation by **Us** is deleted and replaced by the following:

2. Cancellation by Us

We may cancel by mailing to you at the last address know by us:

- a. At least 10 days notice if cancellation is for nonpayment of premium.
- b. At least 30 days notice if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy.
- c. At least 30 days notice in all other cases.

After this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:

- a. upon discovery of fraud or material misrepresentation made by or with the knowledge of the named **insured** in obtaining or continuing the policy, or in presenting a claim under this policy;
- b. upon the occurrence of a material change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;
- c. if there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property which substantially increases any hazard insured against; or
- d. in the event of a material violation by any **insured** of a material provision of this policy.

This can be done be letting you know at least 30 days before the date cancellation takes effect.

All other provisions of this policy apply.

Taid C. Louis

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# AUTO CLUB FAMILY INSURANCE COMPANY

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