

UNITED OHIO INSURANCE COMPANY
OHIO MUTUAL INSURANCE COMPANY



Ohio Mutual
Insurance Group

THE ULTRA and HOME
PROTECTOR

Rules

OHIO



ULTRA HOME PROTECTOR and HOME PROTECTOR MANUAL

The Ohio Mutual Insurance Group is pleased to provide a two-tiered program to meet your Homeowner needs: the Ultra Home Protector (UHP) and the Home Protector (HP) Programs.

The UHP is an Ohio Mutual Insurance Company product; whereas, the HP is a United Ohio Insurance Company product.

The UHP and HP provide property and liability coverage, using the rules and guidelines as outlined in this Manual. There are specific guidelines that govern both the UHP and HP Programs.

The following pages contain the Ultra Home Protector and the Home Protector Manual.

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FOR FUTURE USE

GENERAL RULES

PART I - COVERAGE AND DEFINITION TYPE RULES

RULE 100 GENERAL INSTRUCTIONS

The Ultra and Home Protector Programs provide property and liability coverages, using the forms and endorsements specified in this Manual. This Manual contains the rules and classifications governing the writing of the Ultra and Home Protector Policies. The rules, rates, forms, and endorsements of the Company for each coverage shall govern in all cases not specifically provided for in this Manual.

The Home Protector Program is also designed to provide Homeowner Coverage to mobile/manufactured homes that are owner occupied and in above average condition. It is not contemplated that mobile/manufactured homes written in this program will be moved after their initial set up. The policy will provide coverage for 30 days at a new location. However, it is encouraged that any change in location will be promptly forwarded to the Company.

RULE 101 POLICY FORMS AND DESCRIPTION OF COVERAGE

The following is a general description of the coverages provided by the individual Home Protector Policy forms. The policy should be consulted for exact contract conditions.

A. Section I Coverages - Property Damage

Coverage A - Dwelling

Coverage B - Other Structures

Coverage C - Personal Property

Coverage D - Loss of Use

1. **HO 00 02 - BROAD FORM.** Covers dwelling, other structures, personal property, and loss of use against loss by:

Fire or Lightning	Falling Objects
Windstorm or Hail	Weight of Ice, Snow, or Sleet
Explosion	Accidental Discharge of Liquid or Steam
Riot or Civil Commotion	Sudden and Accidental Tearing
Aircraft	Apart of a Heating System
Vehicles	or Appliance
Smoke	Freezing
Vandalism or	Sudden and Accidental Damage
Malicious Mischief	from Electrical Current
Theft	Volcanic Eruption
2. **HO 00 03 - SPECIAL FORM.** Covers dwelling, other structures, and loss of use against risks of direct physical loss, with certain exceptions. Personal property is covered for the same perils as provided in an **HO 00 02 - BROAD FORM.**
3. **HO 00 04 - CONTENTS BROAD FORM.** Covers personal property, including the Insured's interest in building additions and alterations, and loss of use against loss by the same perils as provided in an **HO 00 02 - BROAD FORM.**
4. **HO 00 05 - COMPREHENSIVE FORM.** Covers dwelling, other structures, personal property, and loss of use against risks of direct physical loss, with certain exceptions.
5. **HO 00 06 - CONDOMINIUM UNIT-OWNERS FORM.** Covers personal property, building additions and alterations of the unit, and loss of use against loss by the same perils as provided in an **HO 00 02 - BROAD FORM.**

NOTE: Forms Availability

HO 00 01 - BASIC FORM - Not Available

Please refer to the Town & Country section of your Agent's Manual.

HP Program	HO 00 02, HO 00 03, HO 00 04, HO 00 05, and HO 00 06
UHP Program	HO 00 05

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GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 101 POLICY FORMS AND DESCRIPTION OF COVERAGE (Cont'd.)

B. Section II Coverages - Liability - All Forms

Coverage E - Personal Liability

Coverage F - Medical Payments to Others

1. **Personal Liability** - Covers payment on behalf of an Insured of all sums which the Insured shall become legally obligated to pay as damages because of bodily injury or property damage arising out of an Insured's premises or personal activities.
2. **Medical Payments to Others** - Covers medical expenses incurred by persons, other than the Insured, who sustain bodily injury caused by an accident arising out of an Insured's premises or personal activities.

RULE 102 ELIGIBILITY

A. HO 00 02, HO 00 03, or HO 00 05 - An Ultra or Home Protector Policy may be issued to:

1. an **owner-occupant** of a dwelling that is used exclusively for private residential purposes (except as provided in General Rule 102, Paragraph F.) and contains not more than two families and with not more than two boarders or roomers per family or purchaser-occupant who has entered into a long-term installment contract for the purchase of the dwelling and who occupies the dwelling but to whom title does not pass from the seller until all the terms of the installment contract have been satisfied. The seller retains title until completion of the payments and in no way acts as a mortgagee. The seller's interest in the building and premises liability may be covered using Endorsement HO 04 41 - Additional Insured; or
2. an intended **owner-occupant** of a dwelling in the course of construction.

B. HO 00 04 - A Home Protector Policy may be issued only to:

1. the **tenant** (nonowner) of a dwelling, manufactured home, mobile home, or an apartment situated in any building; or
2. the **owner-occupant** of a dwelling, cooperative unit, or of a building containing an apartment who is not otherwise eligible for a Home Protector Policy under General Rule A. above; provided the residence premises occupied by the Insured is used exclusively for residential purposes (except as provided in General Rule 102, Paragraph F.) and is not occupied by more than one additional family or more than two boarders or roomers.
3. the **tenant** of an apartment located inside a commercial building - consult the Company for eligibility and rates.

C. HO 00 06 - A Home Protector Policy may be issued to the owner of a condominium unit exclusively used for residential purposes (except as provided in General Rule 102, Paragraph F.) and is not occupied by more than one additional family or more than two boarders or roomers.

D. When a two-family dwelling is occupied by co-owners, each occupying a separate apartment, an Ultra or Home Protector Policy providing building coverage may be issued to only one of the co-owner occupants of the dwelling. The policy may be endorsed to cover the interest of the other co-owner in the building and for the premises liability. A separate policy, an **HO 00 04**, may be issued to the second co-owner occupying the other apartment in the dwelling.

It is permissible to extend the Ultra or Home Protector Policy, without additional premium charge, to cover the interest of the nonoccupant joint owner in the building and for premises liability.

Use Endorsement HO 04 41 - Additional Insured - Residence Premises.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 102 ELIGIBILITY (Cont'd.)

- E. Subject to all other sections of this rule, a Home Protector Policy may be issued to cover a secondary dwelling.
- F. Incidental office, professional, private school, and studio occupancies are permitted provided:
 - a. the premises are occupied principally for dwelling purposes; and
 - b. there is no other business conducted on the premises.
- G. An Ultra or Home Protector Policy shall not be issued covering any property to which **farm forms** or **rates** apply **except on an exception basis** as stipulated in General Rule 102, Items G-K. In no event shall a policy be issued to cover any property situated on premises used for farming purposes unless:
 - a. farming conducted is only incidental to the occupancy of the premises by the Insured as a dwelling and farming is not the occupation of the Insured; or
 - b. the occupants of the dwelling and private outbuildings located on the premises are not engaged in the operation of the farm and said dwelling and private outbuildings are in addition to a complete set of farm buildings (that are not owned or occupied by applicant) on the premises and the farm buildings are located more than 200 feet from the dwelling.

Example: Insured has purchased a dwelling and garage from a set of farm buildings. He does not farm and would like Homeowner Coverage. If the dwelling qualifies and the farm buildings are located more than 200 feet from the dwelling and garage, an Ultra or Home Protector Policy may be written.
- H. An Ultra or Home Protector Policy **may not** be written for an individual who resides in town but is a farmer and has a separate farm location with buildings that qualify for the Farmowner program. Coverage for this type risk should be written in the Farmowner program.
- I. On an exception basis, an Ultra or Home Protector Policy **may** be written for an individual who resides in town but is a farmer and has a separate farm location with buildings but the buildings do not qualify for the Farmowner Program. The Ultra or Home Protector Policy will be issued without Section II (Liability) Coverages. Write a Town & Country (TNC) Policy to provide the Section II Coverages and the Section I Coverages on the farm exposure.
- J. An Ultra or Home Protector Policy **may** be written for an individual residing in town who **does not farm** but who owns land that is rented to someone else to farm. Endorse the Ultra or Home Protector Policy with Farmers Personal Liability, HO 24 73, to extend Farmers Personal Liability Coverage to the farm location.
- K. An Ultra or Home Protector Policy **may not** be written for an individual who resides outside the city limits (Class 9 or 10) in a new home but who is a farmer who owns and operates a farm but has no farm buildings. Coverage for this type of risk should be written in the Farmowner Program.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 102 ELIGIBILITY (Cont'd.)

- L. Underwriting applicable to Coverage A:
1. The dwelling must be in excellent repair and certified by the Agent after careful inspection.
 2. The dwelling must have a central heating plant vented to an approved chimney built from the ground up or to a properly installed prefabricated vent approved by a recognized testing authority. A properly installed electric heating system will also suffice. **NO SPACE HEATERS.**
 3. The dwelling must have a modern electrical system in excellent repair.
 4. Any auxiliary wood stoves in the dwelling must be vented to an approved chimney. If the dwelling is a mobile home or a manufactured home (see Construction Definitions), only a factory-installed solid fuel-burning device is acceptable. **A wood stove is prohibited in the Ultra Program.**
 5. There should be no exposed urethane or styrene insulation in the dwelling.
 6. The plumbing of the dwelling should be inspected and in excellent repair.
 7. The roof covering of the dwelling should be inspected and in excellent repair.
 8. The chimney of the dwelling should be in excellent repair and checked for any faulty appearances or conditions such as loose mortar.
 9. If the dwelling is **over 25 years of age, special attention** should be given to the wiring, plumbing, furnace, chimney, and roof covering. (Mobile homes/manufactured homes must be 10 years or less.)
- M. Underwriting applicable to Coverage B - Other Structures:
1. The structure must be in excellent repair and certified by the Agent after careful inspection.
 2. The roof covering of the structure should be inspected and in excellent repair.

RULE 103 MANDATORY COVERAGES

- A. It is mandatory that insurance be written for all coverages provided under both Sections I and II of the Ultra and Home Protector Policy.
- B. Section II of the policy requires coverage for the following exposures. When such exposures exist refer to Part II - Section I Rules and Rates and Part III - Section II Rules and Rates of this Manual.
1. all additional premises where the Named Insured or spouse maintains a residence other than business or farm properties;
 2. all residence employees of the Named Insured or spouse not covered or not required to be covered by Workers' or Workmen's Compensation insurance; and
 3. incidental office, professional, private school, or studio occupancies by the Insured on residential premises of the Named Insured if permitted by the Company. It is required that the policy be endorsed at an additional premium charge to cover the exposure. Refer to General Rule **104** for additional information.

NOTE: Coverage for business pursuits is excluded under the Ultra and Home Protector Policy. To determine the premium for eligible business pursuits not financially owned and controlled by the Insured, refer to Part III of this Manual.

NOTE: The following forms have been made a part of each policy providing Liability Coverage:

CEF-357	Consumer Report Disclosure
HO-292	Lead Exclusion
HO 01 34	Special Provisions - Ohio
HO 04 96	No Section II - Liability Coverages for Home Day Care
IL N 082	Ohio Fraud Statement
IL P 001	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
IL UO 27	Exotic Animals Exclusion
ML-146	Asbestos and Silica Exclusion
OM 01 01	Amendatory Endorsement - Ohio
OM 01 06	Amendment of Insurance Agreement - Known Injury or Damage

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 104 PERMITTED INCIDENTAL OCCUPANCIES

- A. When the Insured maintains an incidental office, professional, private school, or studio occupancy in the dwelling or in a separate structure on the premises, that otherwise meets the eligibility requirements, the Limit of Liability for Coverage C of Section I must be increased from 50% to not less than 60% of the Coverage A limit. The increased Coverage C limit and the liability exposure change must be rated.

Under an HO 00 04 or HO 00 06, the minimum Limit of Liability for Coverage C shall be \$7,000.

- B. When the Insured gives professional instructions in the dwelling, such as for music or dancing, employs no assistants, and there has been no physical alteration of the dwelling to accommodate the occupancy, the increased amount for Coverage C of Section I may be waived. The increased liability exposure must be rated.
- C. When the Insured has permissible office, professional, private school, or studio occupancy in an additional residential premises occupied by the Insured, other than the residence premises, the increased liability exposures must be rated.

RULE 105 SECONDARY RESIDENCE PREMISES - HP ONLY

Homeowner Coverage on a secondary residence premises shall be provided under a separate policy. All the rules in this Manual shall apply except that the Company issuing such policy must also cover the initial premises under an Ultra or Home Protector Policy and the number of such policy must be indicated in the policy covering the secondary premises. The rules are modified as follows:

- A. the minimum Limit of Liability for Coverage A of Section I at the secondary premises shall be \$10,000 for HO 00 02, \$15,000 for HO 00 03, and \$20,000 for HO 00 05; and
- B. coverage under Section II is not mandatory in the policy covering the secondary premises.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

FOR FUTURE USE

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 106 LIMITS OF LIABILITY AND COVERAGE RELATIONSHIPS

A. The Limits of Liability required under the Ultra or Home Protector Policy are as follows:

	UHP	HP	HP	HP
Section I	HO 00 05	HO 00 02 HO 00 03 HO 00 05	HO 00 04	HO 00 06
Coverage A - Dwelling	\$225,000 minimum	\$80,000 * minimum		
Coverage B - Other Structures	10% of limit on dwelling	10% of limit on dwelling		
Coverage C - Personal Property	75% of limit on dwelling	50% of limit on dwelling	\$6,000 minimum	\$6,000 minimum
Coverage D - Loss of Use	25% of limit on dwelling	20% of limit on dwelling	20% of limit on Coverage C	40% of limit on Coverage C

- * \$70,000 for a manufactured home (double-wide on permanent foundation)
- * \$12,000 for a mobile home (single-wide; double-wide on piers/blocks)

Section II	UHP		HP
Coverage E - Personal Liability	\$ 300,000	Each occurrence	\$ 50,000
Coverage F - Medical Payments to Others	\$ 2,000	Each person	\$ 500

- B. **ALL FORMS** - The Limit of Liability for Coverages C or D of Section I and E or F of Section II may be increased.
- C. **HO 00 02, HO 00 03, or HO 00 05** - Under Coverage B of Section I, an additional amount of insurance may be written on a specific structure.

Use Endorsement HO 04 48 - Other Structures on the Residence Premises - Increased Limits.

- D. **HO 00 02 or HO 00 03** - Under Coverage C of Section I, it is permissible to reduce the Limit of Liability to an amount not less than 40% of the limit on the dwelling, except when General Rule **104** A. or B. applies or when the policy is endorsed with OM 02 91, Replacement Plus.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 107 LOSS SETTLEMENT OPTIONS AND VALUE DEFINITIONS

- A. **Replacement Cost** - Protection of insured property on the basis of the cost of replacing the damaged property with like kind and quality without deduction for depreciation. The usual Replacement Cost language states that the property must actually be replaced before the Insured may collect full Replacement Cost for a claim under said form.
- B. **Actual Cash Value (ACV)** - The present-day value of property measured by taking the Replacement Cost and deducting for depreciation brought about by physical wear and tear and obsolescence. Use HO 04 81, ACV Loss Settlement.
- C. **Functional Replacement Cost** - The amount which it would cost to repair or replace the damaged building with less costly current and common construction materials and methods which are functionally equivalent to obsolete, antique, or custom construction materials and methods used in the original construction of the building. Dwellings classified as pre-1940 using the Standard option on the RCT will be endorsed with the OM 00 08, Functional Replacement Cost Loss Settlement, Endorsement when applying this methodology.
- D. **Special Loss Settlement** - The percentage requirement for replacement cost settlement of 80% prior to the loss may be modified to 50%, 60%, or 70% of replacement value without affecting the loss settlement provision. Use HO 04 56, Special loss Settlement.
- E. **Market Value** - The price at which a parcel of real estate can probably sell in the market place. This value is created and maintained by a set of interacting factors. The geographical location of the residence is of major importance, plus the vitality of the area, the area's economic base, and the neighborhood surrounding the residence must be considered.
- F. In order for **Replacement Cost Coverage** to be provided on partial property losses, the dwelling must be insured to at least 80% of the estimated Replacement Cost determined by the Residential Cost Estimating form on Agent Access. If the amount of insurance is below the 80% limit, coverage will be considered on an Actual Cash Value basis. Qualifying mobile/manufactured homes must be insured to at least 80% of the estimated Replacement Cost as determined by the Mobile/Manufactured Housing Cost Guide in order for Replacement Cost Coverage to apply.

If the Market Value of a dwelling is considerably lower than 80% of the Replacement Cost, an Actual Cash Value policy should be considered. Most dwellings classified as pre-1940 fall into this category. Careful consideration should be given to the condition of the dwelling before deciding how to insure it. The Insurance Industry tends to overinsure quite often; however, precautions must be taken so that a moral risk is not created.

For New Business in the HP Program only, if the dwelling is insured greater than or equal to 80% of replacement cost new but less than 95% of replacement cost new, the HO 04 93, ACV Loss Settlement Windstorm or Hail Losses for Roof Surfacing, will automatically be endorsed to the policy.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 108 CONSTRUCTION DEFINITIONS

- A. **Frame** - exterior wall of wood or other combustible construction, including wood-iron clad, stucco on wood, or plaster on combustible supports.
Siding over frame such as aluminum, plastic, vinyl, or steel.
Modular homes which are built according to the Ohio Building Construction Code (OBCC).

- B. **Manufactured Home** (Double-Wide on Permanent Foundation) - will generally have metal framing, whereas, true modular homes do not. Manufactured housing is built to federal standards and is inspected by federally certified agencies such as Housing and Urban Development (HUD). Before leaving the factory, the home will have a HUD sticker affixed to the outside of the home.

The manufactured home must be on a permanent, continuous, solid, weight-bearing foundation meaning a concrete footer with cement block, load-bearing walls to which the manufactured home is anchored. Not acceptable is cement block sitting on a normal mobile home pad or installed after the manufactured home is in place that is not weight-bearing or structurally necessary.

- C. **Masonry Veneer** - exterior walls of combustible construction veneered with brick or stone.
- D. **Masonry** - exterior walls constructed of masonry materials (such as adobe, brick, concrete, gypsum block, hollow concrete block, stone, tile, or similar materials) and floors and roof of combustible construction (disregarding floors resting directly on the ground).

NOTE: Mixed (Masonry/Frame) - a combination of both frame and masonry construction shall be classed and coded as frame when the exterior walls of frame construction (including gables) exceed 33 1/3% of the total exterior wall area; otherwise, class and code as masonry.

- E. **Mobile Home** - is a single or double-wide factory fabricated, transportable permanent housing unit, built on a chassis, and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities. It may be equipped with one or more room sections that fold, collapse, or telescope into the principal structure when being transported and which can be expanded at the site to provide additional living area. Running gear consisting of wheels, tires, and axles may be removed while it is being lived in but can be readily installed. Home is most likely on pillars and cement slab and is built to federal standards and is inspected by federally certified agencies such as Housing and Urban Development (HUD). The home may also be on cement block sitting on a normal mobile home pad or installed after the mobile home is in place that is not weight-bearing or structurally necessary. Home is inspected at the factory before leaving and will have HUD sticker affixed to the outside of the home. This construction also includes a single-wide on a permanent foundation.
- F. **Modular Home** - is built in a factory almost to completion, transported to the site location, and installed. Any remaining construction is done on-site. Modular homes fall under the auspices of the model building code enforced in the jurisdiction where the home is to be located. These can be the BOCA National Building Code, the ICBO Uniform Building Code, or the OBC Ohio Building Code.

G. **Superior Construction**

1. Noncombustible - exterior walls and floors and roof constructed of, and supported by metal, asbestos, gypsum, or other noncombustible materials.
2. Masonry Noncombustible - exterior walls constructed of masonry materials (as described in 4. above) and floors and roof of metal or other noncombustible materials.
3. Fire Resistive - exterior walls and floors and roof constructed of masonry or other fire resistive materials.

NOTE: See Superior Construction - All Forms for applicable discount.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 108 CONSTRUCTION DEFINITIONS (Cont'd.)

- H. **Log Home** - is typically made from logs that have not been milled into conventional lumber. The term *log home* is contemporary and preferred by most log home builders, while *log cabin* indicates a smaller, more rustic, log house, such as a hunting cabin in the woods.

There are two kinds of log homes: "handcrafted" and "milled" (also called "machine-profiled"), made with a log house moulder. A handcrafted log home is typically made of logs that have been peeled but are otherwise essentially unchanged from their original natural appearance when they were trees. A milled or machine-profiled log home is one constructed of logs that have run through a manufacturing process to remove natural features and imperfections of the log and convert them into timbers that are consistent in size and appearance.

NOTE: Not eligible.

- I. **Tie Downs - Must Meet the Manufacturer's Specifications Subject to the Following Minimum Specifications:**

Tie down anchors (with forged or welded eye at top) must be at least:

1. 5/8" steel rods embedded in concrete slab;
2. 5/8" screw augers (with 6" auger shaped base plate) installed to a minimum depth of 4 feet;
3. 5/8" arrowheads diagonally sunk to a minimum depth of 4 feet (good in hard clay or rocky soil);
4. 5/8" steel rods set in 2 feet of concrete (or concrete filled cellular blocks) buried in a minimum depth of 5 feet; or
5. 5/8" steel rods permanently secured to a steel or cast iron cone or plate (6" in length or diameter perpendicular to rod) buried to a minimum depth of 5 feet.

NOTE: All anchors should be able to withstand a minimum pull of 4,800 pounds.

RULE 109 SECONDARY DWELLING DEFINITION - HP ONLY

Secondary dwellings include seasonal dwellings. A seasonal dwelling is a dwelling with continuous unoccupancy of three or more consecutive months during any one year period.

RULE 110 SINGLE BUILDING DEFINITION

All buildings or sections of buildings that communicate through unprotected openings shall be considered as a single building.

Buildings that are separated by space shall be considered separate buildings.

Buildings or sections of buildings that are separated by an 8-inch masonry party wall which pierces or rises to the underside of the roof and which pierces or extends to the innerside of the exterior wall shall be considered separate buildings. Communication between buildings with independent walls and through masonry party walls described above shall be protected by at least a Class A fire door installed in a masonry wall section.

RULE 111 PUBLIC PROTECTION CLASSIFICATION CODES AND INFORMATION - UHP AND HP

- A. The protection class is determined electronically by ISO's Location PPC database. This applies to all risks insured under Ultra and Home Protector Policies.
- B. Where classified areas are published with a single classification number, all properties within the classified area should receive that classification number (6, 7, 8, 8B, 9, 10, or 10W).

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 111 PUBLIC PROTECTION CLASSIFICATION CODES AND INFORMATION - UHP AND HP (Cont'd.)

- C. Where classified areas are published with a split classification (e.g., 6/6X), the classification number is determined as follows:
1. Five road miles or less to a responding fire station and with hydrant within 1,000 feet, use the first listed protection class (e.g., 6/6X, use Class 6).
 2. Five road miles or less to a responding fire station with no hydrant within 1,000 feet, use the second listed protection class (e.g., 6/6X, use Class 6X).
 3. More than five road miles to responding fire station, use Class 10 or 10W.
- D. Class 10 or 10W applies to all areas not listed. (UHP not eligible for Class 10 or 10W.)
- E. Special Protection Class Rule (not applicable for HO 00 04, HO 00 06, or Class 10 or 10W Property):
If the dwelling to be insured meets all of the following, UOI will allow the use of the "Slide Rule" which permits use of a Fire Protection Class one better than the Fire Protection Class actually published by ISO or applicable because of Rules 1.-4. (even though the dwelling may not be within 1,000 feet of hydrant):
1. Dwelling must be insured for \$125,000 or more.
 2. The Insurance Score Factor must be an L, M, N, O, P, Q, R, S, T, or U. If the Insurance Score Factor changes from an L, M, N, O, P, Q, R, S, T, or U, the "Slide Rule" will no longer apply and the following renewal policy will be issued at the Fire Protection Class published by ISO.
 3. The premises must be free of a solid fuel-burning device whether an outside unit or in a dwelling and/or outbuilding. A solid fuel-burning device means a wood burning or pellet stove, a fireplace insert, coal burning equipment, or an add-on furnace. However, consideration may be given to waive this restriction **if** we receive a completed Stove Report, CEF-250, and pictures of both the solid fuel-burning device and the chimney **and** the installation meets underwriting review.
 4. Dwelling must be **within five (5) road miles to first responding fire station** that has a published Fire Protection Class of 8 or better (when hydrant is available).

NOTE: For existing business, if the Insurance Score changes to A, B, C, D, E, F, G, H, I, J, or K, the "Slide Rule" will no longer apply and the following renewal policy will be issued at the Fire Protection Class published by ISO.

Special Protection Class Rule **does not apply** to manufactured homes or mobile homes.

NOTE: Dwellings located in Town Class 10 or 10W areas are not eligible for the "Slide Rule" because the property is more than five miles from the responding fire station.

EXAMPLE 1: A dwelling with a qualifying insurance score and no solid fuel-burning device insured for more than \$125,000 is located in a Town Class 1X-8X, 1Y-8Y, 8B, or 9 area, but is serviced by a "first responding" fire station that is rated as a Town Class 6 (when hydrant water is available). In this situation, UOI will permit use of Town Class 8S (not Town Class 6).

EXAMPLE 2: A dwelling with a qualifying insurance score and no solid fuel-burning device insured for more than \$125,000 is located in a Town Class 8 area and is serviced by a "first responding" fire station that is rated as a Town Class 8. In this situation, UOI will use Town Class 8. Use of a Town Class lower than the "first responding" fire station will not be permitted.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 111 PUBLIC PROTECTION CLASSIFICATION CODES AND INFORMATION - UHP AND HP (Cont'd.)

G. Dry Hydrants:

Properly installed dry hydrants are an acceptable source of water for those townships and villages published with a split classification. Your Sales & Agency Manager Specialist or Personal Lines Underwriting Specialist has a survey that will help you determine if a particular dry hydrant is acceptable. Please submit the survey with the application.

H. For UHP Only - Split Classification Rating:

Where classification areas are published with a split classification (e.g., 6/6X or 6/6Y), the dwelling may be rated at the lower Protection Class if they meet the following conditions:

- a. Five road miles or less to the primary responding fire department recognized by ISO.
- b. The dwelling is visible from at least three neighboring properties on a year-round basis.
- c. Dwelling is located on a paved road.
- d. Dwelling is accessible and visible year round from the paved road.

RULE 112 MOBILE/MANUFACTURED HOME ENDORSEMENT - HP ONLY

This endorsement will automatically be endorsed to the policy if Coverage A - Dwelling is a manufactured home or mobile home (see Construction Definitions).

This endorsement changes the loss settlement terms for replacement cost to ACV for mobile homes insured that are more than ten years old.

RULE 113 SPECIAL PROVISIONS - OHIO

This endorsement is automatically added to each policy.

RULE 114 AMENDATORY ENDORSEMENT

This endorsement amends all forms as follows:

Coverages

- A. Special Limit of Liability for guns is increased to \$3,000.
- B. Additional coverage for Credit Card, Fund Transfer Card Or Access Device, Forgery, and Counterfeit Money is increased to \$1,000.
- C. Refrigerated Property Coverage is added for \$500.
- D. Watercraft Liability for outboard motors is increased to 50 hp.
- E. Motorized lawn tractor or snow blower used primarily to service the Insured's residence.
- F. Liability Coverage is provided for recreational vehicles on insured premises.

Conditions

- A. The right to recover earned premium.
- B. The right to inspect the property.
- C. The Warranty Statement.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 115 NO SECTION II LIABILITY COVERAGE FOR HOME DAY CARE BUSINESS LIMITED SECTION I - PROPERTY COVERAGE FOR HOME DAY CARE BUSINESS

This endorsement is automatically added to each Ultra or Home Protector Policy.

Use Endorsement HO 04 96 - No Section II - Liability Coverages For Home Day Care Business Limited Section I - Property Coverages For Home Day Care Business.

RULE 116 IDENTITY FRAUD EXPENSE COVERAGE

This endorsement is automatically added to each Ultra or Home Protector Policy.

Coverage is provided for expenses incurred by an Insured as the direct result of identity fraud. Identity fraud occurs when an individual's personal identifying information is used without his or her permission to purchase goods or services, obtain credit, borrow money, or otherwise violate federal, state, or local law.

Coverage is provided for expenses resulting from identity fraud that occurs at any time prior to the end of the policy period and is discovered by the Insured during the policy period or during the one year period that follows. In the event that the Insured obtains replacement identity fraud expense coverage, the one year extended discovery period terminates as of the date the replacement coverage takes effect.

This endorsement provides \$5,000 in coverage subject to a \$250 Deductible for expenses incurred by an Insured as a direct result of any one identity fraud first discovered or learned of during the policy period. Such expenses include the costs for:

- A. notarizing fraud affidavits or similar documents;
- B. certified mail sent to law enforcement, financial institutions, and credit agencies;
- C. lost income resulting from time taken off work to meet or talk with law enforcement or credit agencies;
- D. loan application fees for reapplying for a loan when the application is rejected solely because the lender received incorrect credit information; and
- E. reasonable attorney's fees incurred to defend lawsuits brought against the Insured and to remove criminal or civil judgments.

Coverage may be increased. Please see State Specific Pages for increased coverage options and premiums.

Use Endorsement OM 04 55 - Identity Fraud Expense Coverage.

RULE 117 BACK UP OF SEWERS OR DRAINS (WATER)

If the HP Policy is endorsed with the OM 02 91 Replacement Plus, then the OM 02 95, Back up of Sewers or Drains, is automatically added for \$1,000.

If the UHP Policy is endorsed with the OM 01 05, Ultra Plus Endorsement, then the OM 02 95, Back up of Sewers or Drains, is automatically added for \$1,500.

See State Specific Pages for premiums.

Use Endorsement OM 02 95 - Back up of Sewers or Drains.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 118 ULTRA PLUS ENDORSEMENT - UHP ONLY

This endorsement is automatically added to each Ultra Home Protector Policy.

The Ultra Home Protector is made up of the HO 00 05, Homeowners 5 - Comprehensive Form, and OM 01 05, The Ultra Plus Endorsement. The following is a general description of the Ultra Plus Endorsement.

- Replacement Cost - dwelling and personal property. An additional amount of 25% of Coverage A is available if there is a loss to the building insured under Coverage A that exceeds the Coverage A Limit of Liability shown in the Declarations.
- \$5,000 coverage on the following:
 - Business Property on Premise
 - Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery, and Counterfeit Money
 - Theft, misplacing, or loss of Firearms and related equipment
 - Theft, misplacing, or loss of Jewelry, Watches, Furs, and Precious Stones
 - Theft, misplacing, or loss of Silverware, Goldware, Platinumware, Pewterware, and similar related items
 - Loss Assessment
 - Rented Golf Carts
- \$2,000 coverage on the following:
 - Securities
 - Watercraft and their Trailers
 - Trailers (other than watercraft)
- \$1,000 coverage on the following:
 - Fire Department Service Charge
 - Business Property Away from Premises
- \$500 coverage on the following:
 - Money
 - Debris Removal (including Wind)
 - Lock or Garage Door Remote Transmitter Replacement
- \$150 limited coverage for animals, birds, or fish
- Coverage D extension
- Ordinance Or Law - 15% of Coverage A
- Personal Injury
- Non-owned Watercraft Liability
- Golf Cart Liability
- Incidental Secondary Company Liability

Use Endorsement OM 01 05 - Ultra Plus Endorsement.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULE 119 WATER EXCLUSION ENDORSEMENTS

The water exclusions in the base policy forms are revised by Endorsements HO 16 09 and HO 16 10.

Use Endorsement HO 16 09 with all HO 00 02, HO 00 04, and HO 00 06 policies.

Use Endorsement HO 16 10 with all HO 00 03 and HO 00 05 policies.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART I - COVERAGE AND DEFINITION TYPE RULES (Cont'd.)

RULES 120 - 199

RESERVED FOR FUTURE USE

GENERAL RULES

PART II - SERVICING TYPE RULES

RULE 200 CHANGE

An amended Declarations Page(s) will be issued for any change to the policy.

RULE 201 SPECIALLY RATED RISKS

For the purpose of this rule, specially rated risks are defined as those risks that are specially rated because of fire resistive construction or other special features, and those risks that are subject to additional charges because of specific hazards. Refer to Part III and Part IV of this Manual.

RULE 202 POLICY PERIOD

The Ultra or Home Protector Policy may be written for a period of one year and may be extended for successive policy periods by a renewal Declarations Page(s) based upon the premiums, forms, and endorsements then in effect for the Company.

RULE 203 RENEWAL PLAN

An Ultra or Home Protector Policy is written according to a continuous renewal plan for a term of 12 months. The policy may be continued for successive terms upon payment of the required premium to the Company on or before the inception date of each successive term.

RULE 204 MINIMUM PREMIUM

The minimum policy premium shall be \$50.

RULE 205 CANCELLATION OR REDUCTION IN LIMITS OF LIABILITY OR COVERAGES

It shall not be permissible to cancel any of the mandatory coverages in the policy unless the entire policy is canceled.

If insurance is canceled or reduced at the request of either the Insured or the Insurer, the earned premium shall be computed on a pro rata basis.

RULE 206 CANCELLATION PROCEDURES

- A. COMPANY REQUEST Cancellations will be issued giving a minimum of 30 days' notice from the date of issuance.
- B. INSURED'S REQUEST Cancellations will be issued in two ways:
 - 1. If we receive a Cancellation Ticket - Lost Policy Receipt, CEF-212, signed by the Insured or if the Insured's copy of the policy is returned to us, we will cancel the policy using the **requested** effective date.

If cancellation requested is more than 30 days prior to the date of receipt, please provide any additional documentation in support of the requested date.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART II - SERVICING TYPE RULES (Cont'd.)

RULE 206 CANCELLATION PROCEDURES (Cont'd.)

2. If we receive a request to cancel a policy that does not bear the Insured's signature or if the Insured's copy of the policy is not returned to us, we will issue a legal Notice of Cancellation to be effective 15 days from the date of its issuance.

EXAMPLE: We receive a written request on 3-20 to cancel a policy effective 3-15 and the Insured's signature is not on the request.

Action: We will cancel the policy effective 15 days after the date the Notice of Cancellation is processed by the Company.

NOTE: In order to keep the Insured from being charged the additional earned premium, we highly recommend that you be certain to obtain his/her signature on the request to cancel.

RULE 207 MANUAL PREMIUM REVISION

A manual premium revision, meaning any revision of premium applicable to the Ultra or Homeowner Program, shall be made in accordance with the following procedures:

- A. The effective date of such revision shall be announced.
- B. The revision shall apply to any policy or endorsement in the manner outlined in the announcement of the revision.
- C. When an existing Ultra or Home Protector Policy is endorsed to take advantage of a reduction in premium, the adjustment shall be made on a pro rata basis.

RULE 208 RESTRICTION OF INDIVIDUAL POLICIES

If a Policy/Change would not be issued because of unusual exposures, the Applicant/Named Insured may request a restriction of the coverage provided at no reduction in premium. The request, signed by the Applicant/Named Insured should be referred to the Company.

Use Endorsement GU-6784 - General Endorsement.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART II - SERVICING TYPE RULES (Cont'd.)

RULE 209 "RUSH" POLICY - COVERAGE PAGE

Coverage Page, CEF-262, may be used when there is not enough time to have a complete policy issued from the Company. **Example:** The Insured needs a policy for a mortgage closing.

The Coverage Page is not intended to replace a Binder and should be used **only** in an emergency situation.

A. Eligibility

Determine whether or not there is enough time for the Company to issue a complete "RUSH" Policy, either by:

1. MAILING a completed application to the Company marked "RUSH" showing the date you need the policy for delivery;
2. FAXING or E-MAILING a completed application to the Company marked "RUSH"

The Company will make every attempt to meet the deadline you give us. However, when there is not enough time to do so, you may issue Coverage Page, CEF-262. A copy is on Agent Access.

B. Agency Issuance of Coverage Page, CEF-262

If time does not allow for any of these options, proceed to issue the Coverage Page, CEF-262, as follows:

1. Complete an application and obtain the Insured's signature.
2. Telephone the Company for verification of binding coverage. Quote number or agency number can be used as policy number.
 - a. If the Company is not open for business, you may use your seven-digit agency number as a temporary policy number; and
 - b. Notify the Company at the beginning of the next working day.
3. Using the information from the application, TYPE the information requested on Form CEF-262.

NOTE: Refer to Manual Forms Index for Forms and Endorsements to be used.

4. Send the following to the Company or upload in e-Quip'd®:
 - a. Current Application - signed by Insured;
 - b. Photographs - front and rear;
 - c. Company copy of the Coverage Page; and
 - d. Any other information necessary for the issuance of the policy.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART II - SERVICING TYPE RULES (Cont'd.)

RULE 210 ADDITIONAL INTEREST - SECTION I ONLY

In addition to the mortgagee(s) shown in the Declarations or elsewhere in the policy, other persons or organizations may have an insurable interest in the residence premises. When coverage is **not** provided to such persons or organizations under Additional Insured Endorsement or its equivalent, their interest in the residence premises may be acknowledged by naming them in this endorsement.

Such persons or organizations are entitled to receive notification if the policy is canceled or nonrenewed by the insurer.

No more than two additional interests will be permitted on UHP properties.

Examples of when this endorsement may be used:

- Contractor's interest
- Co-lender

Use Endorsement HO 04 10 - Additional Interests.

RULE 211 WAIVER OF PREMIUM

When a policy is endorsed subsequent to the inception date, any additional or return premium of \$4.99 or less will be waived.

RULE 212 DIRECT BILLING INFORMATION

- **Payment Plans**

- Full Pay 100% at inception
- Two Pay 50% at inception, 50% in 6 months
- Quarterly Pay 25% at inception, 25% every 3 months
- Monthly Pay 8.33% at inception, 11 monthly installments
- EFT Monthly 12 equal installments
- Mortgage Bill 100% at inception

- Invoices are generated 15 to 21 days prior to due date.
- EFT monthly withdrawals are on the effective day date of the policy.
- Nonpayment cancellations are generated 3 days after the due date.
- Additional premium is applied to future installments.
- Return premium is applied to current amount due/future installments.

- **Fees**

- Installment Fee \$ 5.00 The installment fee is waived on the initial/down payment installation on new business. The installment fee is waived if the full policy premium is paid. Installment fees are not applicable to EFT payment plans.
- Late Fee \$15.00
- NSF Fee \$25.00

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART II - SERVICING TYPE RULES (Cont'd.)

RULE 213 ROOF EXCLUSION OPTIONS - COVERAGE A AND COVERAGE B

If a policy/change would not be issued because of the condition of the roof, the Applicant/Insured may request a restriction of coverage at no reduction in premium. The request, signed by the Applicant/Insured, should be referred to the company. Submit CEF-603, Coverage A - Residence Roof Exclusion Form, signed by the Applicant/Insured to exclude the roof on the residence. Submit CEF-607, Coverage B - Other Structures Exclusion Form, signed by the Applicant/Insured to exclude the roof on a building or structure insured under Coverage B - Other Structures.

Use HO 09 96 - Coverage A Roof Exclusion

Use HO 09 97 - Coverage B Roof Exclusion

RULE 214 COVERAGE B - OTHER STRUCTURES EXCLUSION

If a policy/change would not be issued because of the condition of a structure insured under Coverage B - Other Structures, the Applicant/Insured may request a restriction of coverage at no reduction in premium. The request, signed by the Applicant/Insured, should be referred to the company. Submit CEF-607, Coverage B - Other Structures Exclusion Form, signed by the Applicant/Insured to exclude the structure.

Use OM 01 81 - Coverage B - Other Structures Exclusion

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART II - SERVICING TYPE RULES (Cont'd.)

RULES 215 - 299 RESERVED FOR FUTURE USE

GENERAL RULES

PART III - SECTION I RULES

RULE 300 AUTO/HOME DISCOUNT

A discount of 10% of the Base Premium may be applied when Ohio Mutual Insurance Group is writing both the Homeowner (UHP or HP) Policy and the Auto (PPA, UAP, AP, or FCA) Policy. This discount is applicable to all policy forms including HO 00 04 and HO 00 06.

UHP requires supporting auto for insurance score groups N, O, P, Q.

The Auto/Home Discount may be applied as a mid-term change.

See the Personal Auto section of your Agent's Manual for the discount available for the Masters Series (PPA), Ultra Auto (UAP), Apollo (AP), and Standard (FCA) Auto Policies.

RULE 301 WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW

The policy may be extended to cover risks of direct physical loss to property caused by water that backs up through sewers or drains. This includes water which enters into and overflows from a sump pump or sump pump well designed to remove subsurface water that is drained from the foundation area. Coverage would not apply to damage caused by the negligence of the Insured. **Damage caused by flood is not covered.** Additional Coverage may be endorsed for any property that is **not** located in a flood area. A \$500 Deductible is applicable.

For a Home Protector Policy (HP) \$1,000 and an Ultra Home Protector Policy (UHP) \$1,500 is provided by Endorsement OM 02 95, Back Up of Sewers or Drains. The following additional limits may be purchased at the additional premium shown in the State Specific Pages.

Limits available:	\$ 5,000	\$ 30,000 *
	10,000	35,000 *
	15,000 *	40,000 *
	20,000 *	50,000 *
	25,000 *	

* Increased limits \$15,000 - \$25,000 require battery back-up system; limits over \$25,000 require an automatic generator.

For the HP Program a Water Back-Up Risk Rating report will be run for Insureds requesting increased limits of Water Back-Up and Sump Discharge or Overflow Coverage (OM 02 94). For the UHP Program the report will be run on all accounts.

The report indicators returned are:

Risk Ranking	Risk Rating	Applicable Flooding Event
Very Low	10 - 19	3,000 feet Outside 100 year or 500 year Plan
Low	20 - 29	Greater than 500 year
Moderate	30 - 39	500 year
High	40 - 59	500 year
Very High	60 - 69	100 year
Extreme	70 - 100	100 year

NOTE: Coverage is not available for accounts where the water back-up ranking is rated Very High or Extreme.

A 10% discount may be applied to the premium for any additional limits purchased for Water Back-Up and Sump Discharge or Overflow for an Insured that has installed an automatic or whole house generator or battery back-up system. This discount requires that the property have a sump pump and that the automatic generator be wired to the circuit that runs the sump pump and automatically starts if there is a power failure.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 301 WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW (Cont'd.)

If coverage is not purchased at the time the policy is initially written or prior to the renewal to be effective the renewal, there is a 30-day waiting period; that is, the effective date of the change will be 30 days from the date the change is received in the Company.

Coverage may not be bound if the Named Insured has sustained a loss within prior three years; please contact Company.

NOTE: Additional Coverage is not available for property located in a 100-year flood zone or property that is located in an area that is inundated by a 100-year flood. Zones for which increased limits are not available, but not limited to, are A, A99, AE, AH, ANI, AO, AR, A1-A30, AR/A, AR/NE, AR/AH, VO-V30, 100, 100 IC, V, and VE.

Premiums and eligibility will be determined based upon the risk analysis using the water back-up ranking, the insurance score, and the limit selected.

Use Endorsement OM 02 94 - Water Back-Up and Sump Discharge or Overflow.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 302 BUILDING ADDITIONS AND ALTERATIONS

- A. **ALL FORMS** - When the policy is extended to provide this coverage at residences, other than the residence premises, rented to an Insured, the premium per \$1,000 of insurance shall be developed as follows:

Base Class Premium for **HO 00 04** X Protection-Construction Factor X .014. Round to nearest \$1.

Use Endorsement HO 04 49 - Building Additions and Alterations - Other Residence.

- B. **HO 00 04 - CONTENTS BROAD FORM** - When the Limit of Liability of 10% of Coverage C is increased, the premium per \$1,000 of insurance shall be developed as follows:

Base Class Premium for **HO 00 04** X Protection-Construction Factor X .014. Round to nearest \$1.

Use Endorsement HO 04 51 - Building Additions and Alterations - Increased Limit - Form HO 00 04

RULE 303 BUSINESS PROPERTY - INCREASED LIMITS

The Limit of Liability for business property on the residence premises may be increased to \$10,000 in increments of \$2,500.

The "Increase in Limit of Liability" does not apply to:

- A. business property in storage or held as a sample or for sale or delivery after sale; or
- B. business property pertaining to a business actually conducted on the residence premises.

Premium is shown in the State Specific Pages.

Use Endorsement HO 04 12 - Increased Limits on Business Property.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 304 CREDIT CARD, ELECTRONIC FUND TRANSFER CARD OR ACCESS DEVICE, FORGERY AND COUNTERFEIT MONEY - INCREASED LIMIT

The \$1,000 Limit of Liability afforded under the endorsement OM 01 01, Amendatory Endorsement, may be increased. Optional Limits of Liability available are shown in the State Specific pages.

For limits in excess of \$10,000, **CALL COMPANY.**

Use Endorsement HO 04 53 - Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money Coverage - Increased Limit.

RULE 305 CONDOMINIUM UNIT-OWNERS FORM - HO 00 06

- A. Basic Coverage - This form automatically provides \$5,000 coverage at no additional premium charge. When this limit is increased, the premium for each additional \$1,000 of insurance shall be developed as follows:

Base Premium for **HO 00 04** X Protection-Construction Factor X .011. Round to the nearest \$1.

Indicate total amount of coverage desired under Coverage A - Dwelling.

- B. Special Coverage - The Basic Coverage form does **not** include coverage for risks of direct physical loss. When the risks of direct physical loss coverage is desired, the additional premium is developed as follows:

Premium for \$5,000 basic policy limit plus premium for each addition \$1,000 of Coverage A.

Use Endorsement HO 17 32 - Unit-owners Coverage A - Special Coverage and Endorsement HO 17 31 - Unit-owners Coverage C - Special Coverage.

NOTE: HO 00 06, HO 00 06 w/HO 17 32 not available for manufactured homes and mobile homes.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 306 DEDUCTIBLES

All Ultra or Home Protector Policies are subject to a deductible that applies to loss from all Section I perils covered under the policy on an occurrence basis except Earthquake. A separate deductible provision applies to Earthquake Coverage as described in Rule 307. The deductible amount is shown in the Declarations Page.

A. **Base Deductible** - \$500 all other perils; \$1,000 Windstorm or Hail.

B. **Optional All Peril Deductibles**

The following Optional All Peril Deductibles are available in the Homeowner Program:

\$ 100	\$ 2,500
250	5,000
750	7,500
1,000	10,000
1,500	

To develop the premium for an Optional All Peril Deductible, multiply the Base Premium by the factor selected from the chart shown in the State Specific pages.

C. **Windstorm or Hail Deductibles** (All forms except HO 00 04 and HO 00 06)

1. Percentage Deductibles

Applicable to dwelling forms HO 00 02, HO 00 03, and HO 00 05 a Percentage Windstorm or Hail Deductible of 2% of Coverage A will be applied to all policies. With respect to the peril of Windstorm or Hail, for any one loss, the company will pay only that part of the total of all loss payable that exceeds the windstorm or hail percentage deductible subject to a maximum deductible of \$2,500.

For example, if the dwelling is insured for \$120,000, then 2% of Coverage A would be \$120,000 x .02 or \$2,400. In this case, the insured's deductible for windstorm or hail would be \$2,400. If the dwelling was insured for \$240,000, then the deductible would be 2% of \$240,000 or \$4,800; however, the deductible is subject to a maximum of \$2,500, so the deductible would be \$2,500 instead of \$4,800.

HP Only - For an additional premium, the 2% of Coverage A \$2,500 maximum deductible can be changed to \$1,500.

Use Endorsement HO 03 12 - Windstorm or Hail Percentage Deductible.

2. Higher Fixed-Dollar Deductibles

This option provides for Higher Fixed-Dollar Deductible amounts of \$2,500, \$5,000, \$7,500, or \$10,000 when the dollar amount of the Higher Fixed-Dollar Deductible selected exceeds the amount of the deductible applicable to all other Section I perils.

The Windstorm or Hail Deductible is attached to all policies unless:

- Policy deductible is \$2,500 or greater;
- ACV policy; or
- HO 04 93 Actual Cash Value Loss Settlement Roof Surface is endorsed.

To compute the premium for this provision, multiple the Base Premium by the factor selected from the tables for the deductible amounts desired shown in the State Specific pages. Do not use the factors for the All Perils Deductibles when rating a policy with a higher Windstorm or Hail Deductible as the Windstorm or Hail Deductible incorporates the factors for the All Peril Deductibles.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 307 EARTHQUAKE COVERAGE

Earthquake coverage may be provided for all Section I Coverages for the same limits provided in the policy at the additional premium shown below. The earthquake rates for Coverages B, C, and D shown here must be applied to the increases or additions of these coverages. The premium will be considered earned on the date that coverage is added. The coverage may only be deleted at the next renewal.

NOTE: If the policy is endorsed with Replacement Plus, OM 02 91, do not charge the higher Coverage C premium unless Coverage C is more than 70% of Coverage A.

NOTE: If coverage for Coverage C has been converted from named peril to risks of direct physical loss by use of the Homeowners 5 - Comprehensive Form, HO 00 05, earthquake coverage is automatically provided for Coverage C **only**. However, Earthquake, HO 04 54, would still be needed to provide earthquake coverage to Coverages A, B, and D.

Earthquake coverage **may not be bound** in a "restricted area" for 30 days following an earthquake tremor of 4.0 or more on the Richter Scale. This "restricted area" will include all properties within 200 miles from the epicenter of such earthquake.

In the event of an Earthquake loss to covered property, the deductible percentage amount of 5%, 10%, 15%, 20%, or 25% of the Limit of Liability applies to the total loss under Coverages A, B, C, and D, subject to a \$250 minimum deductible per occurrence.

Earthquake rates are displayed for the 5% and 10% deductible in the State Specific pages. Credit factors for higher deductible percentage amounts of 15%, 20%, and 25% are provided.

Develop the Base Premium as follows:

1. Determine the Earthquake territory according to the ZIP code of the residence premises as shown in the State Specific pages.
2. From the State Specific pages, determine the deductible percentage and construction type (Frame or All Other) and apply the appropriate rate as follows:

Form or Coverage	Applied To
HO 00 02, HO 00 03, or HO 00 05	Coverage A Amount
HO 00 02 or HO 00 03 Coverage C Increased Limit	Amount of Increase
HO 00 04	Coverage C Amount
HO 00 04 Building Additions and Alterations (HO 04 51) Increased Limit	Amount of Increase
HO 00 06	Coverage C Amount
HO 00 06 Building Additions and Alterations Increased Limit	Amount of Increase

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 307 EARTHQUAKE COVERAGE (Cont'd.)

ALL FORMS

Other Structures:

- Increased Liability (HO 04 48) Amount of Increase
- Structures Rented to Others (HO 04 40) Limit of Liability
- Specific Structures Away From Residence
- Premises (HO 04 92) Limit of Liability
- Coverage D Increased Limits..... Amount of Increase
- Building Additions and Alterations (HO 04 49) Limit of Liability

NOTE: Rate manufactured homes and mobile homes as **All Other**.

Rate Log Homes as Frame.

HO 04 92, Specific Structures Away From The Residence Premises, will be rated with the same territory as Primary Residence.

Use Endorsement HO 04 54 - Earthquake.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 308 HOME COMPUTERS

Home computers are considered personal property and coverage is afforded under Coverage C. If Scheduled Coverage is desired, see the Inland Marine section of your Agent's Manual.

Use Endorsement ML-170 - Home Computer Endorsement.

RULE 309 INSURANCE SCORE FACTORS (ISF)

The Insurance Score Factor is based upon the Named Insured/Spouse Insurance Score.

- Insurance Score is determined by ChoicePoint.
- If there is only one Insured, that score is used for eligibility in determining the Insurance Score Group and Factor.
- If there are two Insureds and two Insurance Scores received, the higher of the two Insurance Scores is used in determining the Insurance Score Group and Factor.
- If there are two Insureds and one score is a No Hit 998 (V) or Unscored 999 (W), and the other is an actual score, the actual score is used for eligibility in determining the Insurance Score Group and Factor.
- If there are two Insureds and both scores returned are No Hit, use 998 (V).
- If there are two Insureds and both scores returned are Unscored, use 999 (W).
- If there are two Insureds and one score is a No Hit 998 (V) and the other is an Unscored 999 (W), use 998 (V).

	Insurance Score Group	
For UHP:	A - M	Not Eligible
	N - U	Eligible
	V - W	Not Eligible
For HP:		
Forms HO 00 02	A - H	Not Eligible
HO 00 03	I - W	Eligible
HO 00 05		
Forms HO 00 04	AAA - FFF	Not Eligible
HO 00 06	GGG - WWW	Eligible

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 310 UPDATING INSURANCE SCORES

A. Inaccurate or Incomplete Information

If an insurance score, or any aspect thereof, is considered in underwriting or rating an Insured and a consumer reporting agency determines that the credit information is inaccurate or incomplete and the Company receives notice of this determination from an Insured or consumer reporting agency, the Company shall, within 30 days after receiving the notice, do the following:

1. Reunderwrite the Insured;
2. Rerate the Insured; and
3. Adjust the premium accordingly.

NOTE: During the time the information is being disputed any credit report ordered will show a "No Score" status for the Insured. This will change any rating surcharge (or credit) to a factor of 1.00 until this matter is resolved.

1. Adjusting Premium

If it is determined by the reunderwriting or rerating in accordance with the above paragraph that the Insured has overpaid the premium, the Company shall refund to the Insured the amount of the overpayment of premium. Such premium shall be calculated back to the shorter of:

- a. The last 12 months of coverage; or
- b. The current policy term.

2. Reordering of Insurance Scores

After any policy of insurance has been issued and in the absence of a determination by the consumer reporting agency that the Insured's information was inaccurate or incomplete as described above, the Company must:

- a. Recheck the Insured's credit history or insurance score at the written request of the Insured, but no more than once every 12 months.
- b. We may wait to recheck the credit information until the Insured's next renewal.
- c. We shall adjust the premium or coverage of any Insured whose credit history or insurance score was rechecked that reflects any change in the Insured's credit history or insurance score.
- d. Any such premium or coverage adjustment shall be applied prospectively to the next policy term.
- e. After initial issuance of a policy, the Company will automatically reorder the Insured's insurance score every third year. Any change in premium or coverage will be applied on the subsequent renewal.

B. Updating Insurance Scores

1. If the new insurance score improves, we will use the new score.
2. If the policy is 3 years or less with the Company, we will use the new score.
3. If the insureds have been with us 4 or more years and their new insurance score is less than ISF M, we will use the new score.
4. If the insureds score has dropped but remains ISF M or greater and the insureds have been with us 4 or more years and they have had no (0) losses (look back 5 years), we will retain old score.
5. If the insureds score has dropped but remains ISF M or greater and the insureds have been with us 4 or more years and they have had one (1) or more losses, we will use their new score.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 311 LANDLORD'S FURNISHINGS

Coverage for certain property of landlords in an apartment rented to others that is located on the residence premises may be purchased. Forms HO 00 02, HO 00 03, and HO 00 05 automatically cover, on a named perils basis (except Theft), landlord furnishings in an apartment on the residence premises regularly rented or held for rental. The basic limit per apartment unit is \$2,500. Increased limits available are \$1,000, \$2,000, \$3,000, \$4,000, and \$5,000 as shown in the State Specific Pages.

Use Endorsement HO 05 46 - Landlord's Furnishings.

RULE 312 LOSS ASSESSMENT COVERAGE

A. Residence Premises

The Home Protector forms automatically provide, at no additional charge, \$1,000 of Loss Assessment, and the Ultra Plus Endorsement automatically provides, at no additional charge, \$5,000 of Loss Assessment, excluding earthquake, for assessments relating to the residence premises. This limit may be increased to \$50,000 as shown in the State Specific Pages.

B. Additional Locations

The policy may be endorsed to provide Loss Assessment pertaining to additional locations. The premiums listed apply to **each** location covered. Limit may be increased to \$50,000 as shown in the State Specific Pages.

No more than two locations can be written in addition to the residence premises.

Endorsement HO 04 35 does not cover loss to property under Section I caused by earthquake.

NOTE: Not available for manufactured homes or mobile homes.

Use Endorsement HO 04 35 - Loss Assessment Coverage.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 312 LOSS ASSESSMENT (Cont'd.)

C. Earthquake

When the policy is extended to cover loss assessment resulting from loss by this peril, the Limit of Liability shall be based on the unit-owner's proportionate interest in total value of all collectively owned buildings and structures of the condominium. See State Specific Pages for rates.

A deductible of 5% of the Limit of Liability applies, subject to a \$250 Minimum Deductible per occurrence. Higher deductibles are not available.

Use Endorsement HO 04 36 - Loss Assessment for Earthquake.

RULE 313 LOSS OF USE - INCREASED LIMIT

HO 00 02, HO 00 03, or HO 00 05 - When the Limit of Liability for Coverage D is increased, the rate shall be developed per \$1,000 of insurance as shown in the State Specific Pages.

HO 00 04 - When the Limit of Liability for Coverage D is increased, the premium per \$1,000 of insurance shall be developed as follows:

Base Class Premium for **HO 00 04** X Protection-Construction Factor X .014.

HO 00 06 - When the Limit of Liability for Coverage D is increased, the premium per \$1,000 of insurance shall be developed as follows:

Base Class Premium for **HO 00 04** X Protection-Construction Factor X .011.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 314 LOYALTY-EXPERIENCE RATING

A Loyalty-Experience rating factor will be applied to any Ohio Mutual Home Protector Policy based upon the number of years the Insured has been with Ohio Mutual Insurance Group, the number of losses, and insurance score. For those individuals that have been with Ohio Mutual six or more years and have had less than two losses, a credit factor will be applied. An experience rating surcharge factor will be applied to any Ohio Mutual Home Protector Policy that has sustained two or more losses within a five-year period prior to the renewal. The experience factor will be applied to weather and nonweather-related losses, catastrophic or noncatastrophic losses. A qualified loss is any paid loss or a loss with an open reserve, regardless of the amount and type that has occurred in the last five years. There is no dollar threshold for a loss (as the surcharge will be to accounts that have had two or more losses in a five-year period). The table shown in the State Specific pages reflects the appropriate surcharges.

RULE 315 ACV LOSS SETTLEMENT WINDSTORM OR HAIL LOSSES FOR ROOF SURFACING

This endorsement changes the Section I - Conditions, Loss Settlement in the policy as it pertains to the roof surface of a dwelling or other structure. With this endorsement a loss to roof surfacing caused by the perils of windstorm or hail is settled on an actual cash value basis. A credit will apply when endorsed to the policy.

NOTE: For new business in the HP Program, if the dwelling insured under Coverage A is insured at or greater than 80% of replacement cost new and less than 95%, the HO 04 93 will automatically be endorsed to the policy.

This endorsement will also be attached to policies endorsed with the HO 04 56, Special Loss Settlement.

Use Endorsement HO 04 93 - ACV Loss Settlement Windstorm or Hail Losses for Roof Surfacing.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 316 MINE SUBSIDENCE INSURANCE COVERAGE - OH-MSI-2

Please refer to Agent Access for the Ohio Mine Subsidence Insurance Coverage.

RULE 317 MOBILE HOME LIENHOLDER'S SINGLE INTEREST - HP ONLY

When the lienholder of the qualifying double-wide mobile/manufactured home insured as Coverage A - Dwelling requests coverage for Collision, Upset, Conversion, Embezzlement, or Secretion, the policy may be so endorsed for the additional premium as shown in the State Specific Pages.

Use Endorsement MH 00 27 - Mobile Home Lienholder's Single Interest.

RULE 318 NEW HOME/AGE OF DWELLING ADJUSTMENT

A. New Home Discount

A new dwelling may be eligible for a premium discount. The dwelling coverage must be written at 100% of its Replacement Cost in the Ultra Home Protector Program and at least 80% in the Home Protector Program. Newer homes generally produce more favorable loss experience as a class of business.

When the age of the dwelling reaches 30 years as shown in the State Specific pages, each succeeding renewal Base Premium will be increased.

The adjustment can be determined for the age of the home by applying the appropriate factor to the Base Premium.

See Mobile Home Exception Factor for new home, age of dwelling adjustment on new mobile homes.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 318 NEW HOME/AGE OF DWELLING ADJUSTMENT (Cont'd.)

B. New Home Under Construction Discount

The Base Premium may be discounted 15% while the dwelling is under construction if the inception date of the policy is the date construction began above the basement level; if there is no basement then the inception date must be the date construction began. The dwelling must be insured to within 100% of its Replacement Cost in the Ultra Home Protector Program and 80% in the Home Protector Program. This dwelling also qualifies for the New Home Discount of 10% that gives the policy a net discount of 25% of the Base Premium for the first year.

NOTE: This discount applies only during the first year of the policy. The New Home Discount will continue to apply.

NOTE: Does not apply to a manufactured home or mobile home.

NOTE: Theft Coverage is excluded for building materials, fixtures, and personal property owned by the Insured on the premises of installation. Coverage may be provided by either endorsing Broad Form Installation Coverage (BIF-1) to the Ultra Home Protector Policy and Home Protector Policy or under a separate Town & Country Policy. For rules and rates see the Broad Form Installation Coverage in the Inland Marine section of your Agent's Manual.

RULE 319 SPECIFIC STRUCTURES AWAY FROM THE RESIDENCE PREMISES

When a structure away from the residence premises is being used by the Insured in connection with the residence premises, coverage for the other structure may be purchased at a rate per \$1,000 of insurance as shown in the State Specific Pages.

Structures **not** eligible for this coverage are dwellings, structures capable of being used as a dwelling, structures being used for business purposes, or structures rented to others.

If Earthquake Coverage is purchased, rate same territory as primary residence.

Use Endorsement HO 04 92 - Specific Structures Away from the Residence Premises.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 320 OTHER STRUCTURES ON THE RESIDENCE PREMISES

Underwriting applicable to Coverage B - Other Structures - of the Ultra and Home Protector Policy:

Only other structures used for garage purposes or utility purposes will be acceptable for coverage.

ACCEPTABLE

- Small Utility Buildings
- Three-car Garage
- Satellite Dish Antenna
- In-ground Swimming Pool
- A new Pole Building to be used as a Garage

NOTE: Structures in excess of 2,500 square feet in size see Item B.

A. Increased Limit

When insurance for Coverage B - Other Structures - is written on a specific structure, the rates per \$1,000 of insurance shall apply separately to each structure as shown in the State Rate Pages.

Use Endorsement HO 04 48 - Other Structures on the Residence Premises - Increased Limits.

B. Structures in Excess of 2,500 Square Feet In Size

Please contact the Company for approval and rating to insure structures in excess of 2,500 square feet. If the structure is approved for coverage, a manual premium will apply.

Use Endorsement OM 00 48 - Specific Structures on the Residence Premises.

C. Occupied by the Insured with a Permitted Incidental Occupancy

Use sum of (1) occupied by Insured with a Permitted Incidental Occupancy rate per \$1,000 of insurance, (2) the premium for increased Coverage C limits, and (3) the charge for the liability exposure as shown in the State Rate Pages.

NOTE: Coverage B does not apply to this structure.

**Use Endorsement HO 04 42 - Permitted Incidental Occupancies - Residence Premises and add
Endorsement HO 04 97 - Home Day Care Coverage and
Endorsement HO 04 13 - Sections I and II Exclusions for Computer-Related Damage or Injury.**

D. Rented to Others for Dwelling Purposes

Use sum of (1) Dwelling Rented to Others per \$1,000 of insurance, and (2) the charge for the liability exposure, Additional Insured Location - Rented to Others as shown in the State Rate Pages.

EXAMPLE: Garage with apartment above.

NOTE: Coverage B does not apply to this structure.

Use Endorsement HO 04 40 - Structures Rented to Others - Residence Premises.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 321 SECTION I AND II EXCLUSIONS FOR COMPUTER-RELATED DAMAGE OR INJURY

When the policy covers an Insured's business pursuits, home day care, or other permitted business occupancies, coverage for loss caused by, resulting from, or arising out of the failure of computers and electronic componentry to properly recognize a particular date or time may be excluded. Under Section I, the exclusion applies to any date or time, including the Year 2000 and beyond. Under Section II, the exclusion applies only to the Year 2000 and beyond, but does not apply to bodily injury that occurs on the covered premises from which the business is conducted.

This endorsement is automatically added to policies with the following endorsement:

HO 04 42	Permitted Incidental Occupancies - Residence Premises
HO 04 97	Home Day Care Coverage
HO 24 71	Business Pursuits
HO 24 73	Farmers Personal Liability

Use Endorsement HO 04 13 - Section I And II Exclusions For Computer-Related Damage Or Injury.

RULE 322 PERSONAL PROPERTY

A. Increased Limit - HO 00 02, HO 00 03, or HO 00 05

When the Limit of Liability for Coverage C is increased, the additional premium shall be developed as shown in the State Specific Pages.

B. Increased Limit - Other Residences

When the Limit of Liability of 10% of Coverage C at other residences is increased, the rate shall be developed per \$1,000 of insurance.

If Coverage A - Dwelling is under construction and the Limit of Liability of 10% of Coverage C at other residences is increased for the location where the Insured is residing awaiting the completion of the dwelling, the rate shall be developed per \$1,000 of insurance as shown in the State Specific Pages. (Not applicable to manufactured homes or mobile homes.)

Use Endorsement HO 04 50 - Personal Property at Other Residences - Increased Limit.

C. Reduction in Limit - HO 00 02 or HO 00 03 - HP Only

The Limit of Liability of Coverage C may be reduced to an amount not less than 40% of the limit for Coverage A. A credit per \$1,000 of insurance is applicable. Reduction in the Limit of Liability for Coverage C is not permitted when Endorsement HO 04 42, Permitted Incidental Occupancies, is required or when the policy is endorsed with OM 02 91, Replacement Plus. The additional premium shall be developed as shown in the State Rate Pages.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 322 PERSONAL PROPERTY (Cont'd.)

D. Increased Special Limits of Liability

1. Jewelry, Watches, and Furs - UHP only

The special Limit of Liability of \$5,000 for theft of jewelry, watches, and furs may be increased to \$10,000 in increments of \$500 but not exceeding \$1,000 for any one article. The additional premium shall be developed per \$500 increase as shown in the State Specific Pages.

Jewelry, Watches, and Furs - HP only

The special Limit of Liability of \$1,500 for theft of jewelry, watches, and furs may be increased to \$5,000 but not exceeding \$1,000 for any one article. The additional premium shall be developed per \$500 increase as shown in the State Specific Pages.

Use Endorsement HO 04 65 - Coverage C Increased Special Limits of Liability for HO 00 02, HO 00 03, HO 00 04, or HO 00 06.

Use Endorsement HO 04 66 - Coverage C Increased Special Limits of Liability for HO 00 05 or HO 00 06 w/HO 17 31.

2. Money and Securities - UHP only

The special Limit of Liability of \$500 on money may be increased to \$1,000. The \$2,000 limit on securities may be increased to \$3,000. The additional premium shall be developed as shown in the State Specific Pages.

Money and Securities - HP only

The special Limit of Liability of \$200 on money may be increased to \$1,000. The \$1,500 limit on securities may be increased to \$2,000. The additional premium shall be developed as shown in the State Specific Pages.

Use Endorsement HO 04 66 - Coverage C Increased Special Limits of Liability for HO 00 05 or HO 00 06 w/HO 17 31.

Use Endorsement HO 04 65 - Coverage C Increased Special Limits of Liability for HO 00 02, HO 00 03, HO 00 04, or HO 00 06.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 322 PERSONAL PROPERTY (Cont'd.)

3. Silverware - UHP only

The special Limit of Liability of \$5,000 for loss by theft of silverware may be increased to a maximum of \$10,000 in increments of \$500. The additional premium shall be developed per \$500 increase as shown in the State Specific Pages.

Silverware - HP only

The special Limit of Liability of \$2,500 for loss by theft of silverware may be increased to a maximum of \$10,000 in increments of \$500. The additional premium shall be developed per \$500 increase as shown in the State Specific Pages.

Use Endorsement HO 04 66 - Coverage C Increased Special Limits of Liability for HO 00 05 or HO 00 06 w/HO 17 31.

Use Endorsement HO 04 65 - Coverage C Increased Special Limits of Liability for HO 00 02, HO 00 03, HO 00 04, or HO 00 06.

4. Firearms - UHP only

The special Limit of Liability of \$5,000 for loss by theft of guns may be increased to a maximum of \$6,500 in increments of \$100. The additional premium shall be developed per \$100 as shown in the State Specific Pages.

Firearms - HP only

The special Limit of Liability of \$3,000 for loss by theft of guns may be increased to a maximum of \$6,500 in increments of \$100. The additional premium shall be developed per \$100 as shown in the State Specific Pages.

Use Endorsement HO 04 66 - Coverage C Increased Special Limits of Liability for HO 00 05 or HO 00 06 w/HO 17 31.

Use Endorsement HO 04 65 - Coverage C Increased Special Limits of Liability for HO 00 02, HO 00 03, HO 00 04, or HO 00 06.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 322 PERSONAL PROPERTY (Cont'd.)

5. Electronic Apparatus

The special Limit of Liability for electronic apparatus while in or upon a motor vehicle but only if the apparatus is equipped to be operated by power from the motor vehicle's electrical system while still being capable of being operated by other power sources is \$1,500.

The special limit may be increased to a maximum amount of \$6,000 in increments of \$100. The additional premium shall be developed per \$100 as shown in the State Specific Pages.

The special Limit of Liability for electrical apparatus and accessories used primarily for business while away from the residence premises and **not** in or upon a motor vehicle is \$1,500. The apparatus must be equipped to be operated by the power from the motor vehicle's electrical system while still being capable of being operated by other power sources.

The special limit may be increased to a maximum amount of \$6,000 in increments of \$100. The additional premium shall be developed per \$100 as shown in the State Specific Pages.

Use Endorsement HO 04 66 - Coverage C Increased Special Limits of Liability for HO 00 05 or HO 00 06 w/HO 17 31.

Use Endorsement HO 04 65 - Coverage C Increased Special Limits of Liability for HO 00 02, HO 00 03, HO 00 04, or HO 00 06.

RULE 323 PERSONAL PROPERTY - REPLACEMENT PLUS - HP ONLY

Replacement Plus

In addition to insuring Personal Property at Replacement Cost, the following coverages are provided:

- | | |
|-------------------------------|-------------------------------|
| Increase of Coverage C to 70% | Civil Authority Prohibits Use |
| Lock or Garage Door Remote | Personal Injury |
| Transmitter Replacement | Loss Assessment |
| Debris Removal-Expanded | Ordinance or Law |

The premium shall be developed by applying a 1.15 factor to the Base Premium including any premium adjustment for Coverage C limits. **\$30 Minimum Premium applies.**

NOTE: The OM 01 05 Ultra Plus provides replacement cost coverages for personal property.

Use Endorsement OM 02 91 - Replacement Plus.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 324 PERSONAL PROPERTY - SCHEDULED

Coverage may be provided against risks of direct physical loss with certain exceptions on scheduled personal property subject to the rules and rates of the Company found in the Inland Marine section of your Agent's Manual.

The following categories may be endorsed:

- Cameras
- Fine Arts
- Furs
- Golfer's Equipment
- Jewelry
- Musical Instruments
- Postage Stamps
- Rare and Current Coins
- Silverware

Use Endorsement HO 04 61 - Scheduled Personal Property Endorsement or Coverage Form so specified in the Inland Marine Manual.

RULE 325 SCHEDULED PERSONAL PROPERTY - WITH AGREED VALUE LOSS SETTLEMENT

When Scheduled Personal Property (With Agreed Value Loss Settlement) Endorsement, HO 04 60, is attached to the policy, the property subject to agreed value loss settlement will **not** be subject to repair or Replacement Cost loss settlement. This endorsement should be issued only to persons whose honesty and integrity are unquestionable and who are financially able to own the articles to be insured.

The following guidelines as well as the Inland Marine guidelines for each category should be used when adding this endorsement.

- A. A detailed appraisal describing the item being insured is required. (A previous policy with another company or a receipt of purchase is not satisfactory evidence of value or description.)
- B. Coverage should not be requested for students, or others living in dormitories, or persons living in boarding houses, or permanently residing in hotels.
- C. Coverage should not be requested for professional gamblers or entertainers.
- D. Coverage should not be requested for people whose business requires that members of the public have easy access to their working or living quarters.
- E. Coverage is not intended for items that depreciate in value (such as furs or golfer's equipment).
- F. Coverage is not intended for items that are of rarity, historical value, or artistic merit. (These articles are more appropriately covered on the Fine Arts Floater.)

Premium Computation:

Apply a factor of 1.15 to the published rate for each category.

Example: Jewelry \$1.10 x 1.15 = \$1.27 rate per \$100

Use Endorsement HO 04 60 - Scheduled Personal Property Endorsement (With Agreed Value Loss Settlement).

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 326 PERSONAL PROPERTY - SPECIAL COVERAGE

A. **HO 00 03 Special Form** - Coverage C may be changed from named perils to risks of direct physical loss subject to certain exceptions. To develop the premium, see the Base Premium Computation pages for the HO 00 05.

B. **HO 00 04 Homeowners 4 - Contents Broad Form Coverage** - Coverage may be changed from named perils to risk of direct physical loss subject to certain exclusions. To develop the premium to endorse the coverage to risk of direct physical loss, multiply the Base Premium developed according to the Base Premium Computations pages by a factor of 1.40.

Use Endorsement HO 05 24 - Special Personal Property Coverage - HO 00 04 only.

C. **HO 00 06 Unit-owners Form - HP-only** - Coverage C may be changed from named perils to risks of direct physical loss subject to certain exceptions. To develop the Base Premium for HO 00 06 with HO 17 31 attached, multiply the HO 00 04 Base Premium by a factor of 1.05.

Use Endorsement HO 17 31 - Unit-owners Coverage C - Special Coverage.

RULE 327 PROTECTIVE DEVICES - ALL FORMS

Approved and properly maintained installations of burglar alarms, fire alarms, and automatic sprinklers in the dwelling may be recognized for a premium credit - developed by applying the selected factors to the Home Protector Base Premium. The Ultra Homeowner includes a 2% discount for maintained smoke alarms. The following discounts may be used by applying the selected factor to the Ultra Base Premium.

Type of Installation*	Percent
Central Station Reporting Burglar Alarm	5%
Central Station Reporting Fire Alarm	5%
Police Station Reporting Burglar Alarm	3%
Fire Department Reporting Fire Alarm	3%
Local Burglar, Fire and/or Smoke Alarm	2%
Automatic Sprinklers in all areas except attic, bathroom, closet, and attached structure areas that are protected by a fire detector	8%
Automatic Sprinklers in all areas including attics, bathrooms, closets, attached structures	13%

*** Refer to the Company for eligibility, types of systems and devices, installation, and available credits.**

NOTE: Only one credit applies.

Use Endorsement HO 04 16 - Premises Alarm or Fire Protection System.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 328 RECREATIONAL VEHICLES/SNOWMOBILES (PHYSICAL DAMAGE)

Coverage may be provided for each recreational vehicle owned by an Insured residing in the Named Insured's household at the additional premium as shown in the State Specific Pages. Complete an RV-1 Application. Coverage is subject to a \$100 Deductible. \$250 and \$500 optional deductibles are also available as shown in the State Specific Pages.

Use Endorsement HO-77 - Recreational Vehicles/Snowmobiles (Physical Damage).

RULE 329 RENTAL TO OTHERS - THEFT COVERAGE - HP ONLY

All Forms Except HO 00 05 - The policy may be endorsed to insure against loss by theft to covered property when all or part of the residence premises usually occupied by the Insured is occasionally rented, in whole or in part, to others, or is regularly or occasionally rented to roomers or boarders. Refer to State Specific Pages for additional premium.

Use Endorsement HO 05 41 - Extended Theft Coverage for Residence Premises Occasionally Rented to Others.

HO 00 06 - When the policy is extended to include coverage for personal or real property included as Coverage C and the premises is regularly rented to others, the additional premium as shown in the State Specific Pages.

HP: Use Endorsement HO 17 33 - Unit-owners Rental to Others.

RULE 330 REPLACEMENT COST COVERAGE - MOBILE/MANUFACTURED HOME

The policy may provide replacement cost coverage for the mobile/manufactured home (excluding outdoor radio and television antennas, and aerials, cabanas, awnings, and outdoor equipment, whether attached to the mobile/manufactured home or not) if the following requirements are met.

Requirements:

- A. The mobile/manufactured home must be five years of age or less;
- B. The mobile/manufactured home must be insured to 80% of the current replacement cost. A completed Replacement Cost Estimating form on Agent Access must be submitted with the application; and
- C. The Insured must agree to an annual update of coverage to maintain 80% coverage.

The replacement cost coverages will apply until the mobile/manufactured home is ten years old. At the following renewal, coverage will revert back to an Actual Cash Value Basis and will no longer Value-up at renewal. The Declarations will indicate "Loss Settlement Terms for Coverages A and B - Actual Cash Value Basis."

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 331 SPECIFIED ADDITIONAL AMOUNT OF INSURANCE FOR COVERAGE A - DWELLING - HP ONLY

The use of this form guarantees that Ohio Mutual Insurance Group will provide an additional amount of insurance equal to 25% of the Coverage A limit in the event of a total loss. The following requirements must be met:

- A. The dwelling must be insured to 100% of Replacement Cost using the Residential Cost Estimating form on Agent Access.
- B. The Insured must agree to an annual update of coverage to maintain 100% coverage.
- C. The Insured must also agree to notify us within 30 days of completion of any improvements, alterations, or additions to the dwelling which increases the Replacement Cost of the dwelling by 5% or more.
- D. The year of construction must be 1955 or later. The construction techniques used must be able to be easily reproduced.

Premium is shown in the State Specific Pages.

NOTE: This endorsement is not available for a mobile/manufactured home or a log home.

NOTE: This endorsement is not available for a dwelling under construction until the dwelling is completed and occupied.

NOTE: This coverage is included in the OM 01 05 Ultra Endorsement.

Use Endorsement HO 04 20 - Specified Additional Amount of Insurance for Coverage A - Dwelling.

RULE 332 FUNCTIONAL REPLACEMENT COST LOSS SETTLEMENT - HP ONLY

Functional replacement cost terms may be endorsed to the policy for homes constructed prior to 1940. This endorsement will settle any losses to the dwelling insured under Coverage A on the basis of what it would cost to repair or replace the damaged building with less costly current and common construction materials and methods which are functionally equivalent to obsolete, antique, or custom construction materials and methods used in the original construction of the building.

This endorsement will automatically be added to the policy when the Residential Cost Estimating Form calculation is completed using Construction Type: Standard.

There is no additional premium for this endorsement.

Use Endorsement OM 00 08 - Functional Replacement Cost Loss Settlement.

NOTE: Not applicable to manufactured homes or mobile homes.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 333 SPECIAL LOSS SETTLEMENT - HP ONLY

The standard Home Protector Policy provides loss settlement on a Replacement Cost basis if the Coverage A Limit of Liability represents at least 80% of that amount. This percentage amount may be modified to 50%, 60%, or 70% of Replacement Cost without affecting the loss settlement provisions. If this option is selected, the Coverage A Limit of Liability representing 50%, 60%, or 70% of Replacement Cost is to be shown in the Declarations of the policy.

To develop the Base Premium for the Coverage A Limit of Liability shown in the Declarations of the policy:

- A. Multiply the Coverage A Limit of Liability by the appropriate factor from the table below and round to the nearest \$1,000.

Percent of Replacement Value	Factor
50%	1.54
60%	1.29
70%	1.12

- B. Determine the premium from the Base Premium Computation pages for the amount of insurance computed in Step 1.

Use Endorsement HO 04 56 - Special Loss Settlement.

NOTE: Not applicable to manufactured homes and mobile homes.

RULE 334 SUPERIOR CONSTRUCTION

The premium for an eligible dwelling or apartment unit in a building of superior construction is computed by multiplying the masonry Base Premium for a comparable dwelling or apartment unit by a factor of .85. Refer to the Construction Definition page in this Manual for details.

RULE 335 TOWNHOUSE OR ROW HOUSE

The premium for an eligible one- or two-family dwelling in a town or row house structure is computed by multiplying the Base Premium by the appropriate factor below.

Total No. of Individual Family Units Within The Fire Division*	Protection Class	
	1-8	8B, 9, 10, 10W 1X-8X, 1Y-8Y
1 & 2	1.00	1.00
3 & 4	1.10	1.15
5 - 8	1.25	1.30
9 - 12	1.40	1.45
Over 12	Refer to the Company	

- * **An eligible two-family, owner-occupied dwelling attached to a one-family dwelling but not separated by a fire wall would be considered three individual family units within a Fire Division. Four two-family dwellings not separated by a fire wall would be considered eight individual family units.**

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 336 VALUE-UP PROCESS - HO 00 02, HO 00 03, or HO 00 05

Coverage for dwellings insured at 80% (or more) of the Replacement Cost may be automatically increased according to the rate of inflation for the previous year. Coverages B, C, and D will increase accordingly.

EXAMPLE: Coverage for a dwelling insured at 100% of Replacement Cost may be increased each renewal period so coverage will remain at 100%.

Coverage for mobile/manufactured homes insured at 80% of replacement cost and not more than ten years old may be automatically increased at each renewal according to the rate of inflation for the previous year. Coverages B, C, and D will increase accordingly.

RULE 337 SOLID FUEL-BURNING DEVICE - HP ONLY

It is permissible to write a Home Protector Policy on a risk that has a properly installed solid fuel-burning device on premises **unless** Coverage A is a mobile/manufactured home. A solid fuel-burning device includes a wood burning or pellet stove, fireplace insert, coal burning equipment, or an add-on furnace. A solid fuel-burning device does not include a fireplace without an insert. For a unit inside dwelling/structure, forward a completed Form CEF-250, Stove Report, and photographs to the Company. For an outside unit, forward photographs to the Company. A Stove Report for outside units may be requested at the Underwriter's discretion. Premiums are determined according to the type of installation as shown in the State Specific Pages.

All solid fuel-burning devices are required to be UL (Underwriters Laboratory) approved. The following are the minimum clearance requirements for a solid fuel-burning device unless manufacturer specifications are documented otherwise. A solid fuel-burning device in an attached garage or other structure is subject to approval by the Company.

ALL SIDES

- 18 inches from protected combustible material; i.e., wall, floor, or furniture
- 36 inches from unprotected combustible material; i.e., wall, floor, or furniture

STOVE PIPE

- 18 inches from protected combustible material; i.e., wall, floor, or ceiling
- 36 inches from unprotected combustible material; i.e., wall, floor, or ceiling

THIMBLE

The diameter of the thimble collar should be at least three times the diameter of the stove pipe when passing through a combustible wall.

CHIMNEY

The chimney should extend three feet above the point where it passes through the roof and two feet higher than any peak, wall, or roof within 10 feet of the chimney.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 338 WATERCRAFT (PHYSICAL DAMAGE)

Coverage may be written for physical damage as an attachment to the Ultra and Home Protector Policy.

Coverage **must be** written for the coverage period of the policy; that is, to the expiration date.

Boats that are 26 feet and over should be insured under the Boatowner Special (BOS) Program.

A. Eligibility

- Owned by individuals for personal pleasure use - for two co-owners, other than Insured and spouse, see Boatowner Special (BOS) Program
- Less than 26 feet in overall length
- Capable of maximum speed not greater than 45 mph
- Valued at \$40,000 or less
- 15 years or less in age
- Coverage may be considered on an **unbound** basis for the following:
 1. Outboard boats or Pontoon boats more than 15 years old with photographs
 2. Inboard or inboard/outboard boats other than wood construction more than 15 years old with completed Marine Survey (provided at the applicant's expense) and photographs.

Photographs will be required for the following boats:

- Inboard or inboard/outboard boats 10-15 years old
- All boats over 15 years old

Coverage can be written for the following:

- Outboards (including canoes, pontoons, row boats, and runabouts)
- Inboard/Outboards
- Inboards
- Sailboats
- Boat Trailers
- Miscellaneous Property (Boat Equipment)
- Fishing Equipment
- Water Sports Equipment

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 338 WATERCRAFT (PHYSICAL DAMAGE) (Cont'd.)

B. Ineligible Property or Prohibited Risks

The following are not eligible for coverage under this program. Coverage should **not** be bound, nor should an application be submitted. (Applications received for such risks will be declined **on the basis that coverage has not been bound.**)

- Air propelled or powered boats
- Amphibious vehicles
- Boats designed for high performance or capable of speeds in excess of 45 mph
- Boats operated by persons with unacceptable driving records. Driving record of the household must not exceed four violations (two of which can be at-fault accidents)
- Boats over 15 years old (unless boat meets guidelines listed under Eligibility)
- Boats 26 feet in length and over
- Boats powered by converted automobile engines
- Boats used or developed for experimental purposes
- Boats valued at more than \$40,000
- Converted military surplus vessels
- Gasoline-powered inboard and inboard/outboard boats without electric blowers
- Home-built or kit-built boats unless certified as seaworthy by a Marine Survey (provided at the applicant's expense)
- House boats used as year-round or seasonal residences
- Hovercraft
- Hydrofoils or Hydroplanes
- Ice boats
- Jet boats
- Personal watercraft, such as jet skis, skidoos, funjets, or waverunners (see Boatowner Special (BOS) Program)
- Power boats owned for racing purposes
- Property used for business, charter, rental, lease, or other commercial purposes
- Property for which insurance has been canceled or declined by another insurance company
- Submersible watercraft

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 338 WATERCRAFT (PHYSICAL DAMAGE) (Cont'd.)

C. Physical damage coverage provided by the HO-79, Boats and Motors (Physical Damage), is rated as shown in the State Specific pages. The following deductible options and discounts may be applied to the physical damage:

1. **Deductibles**

- \$ 0
- 50
- 100
- 250
- 500
- 1,000

2. **Special discounts** may be applied to Section I premiums as shown below. Maximum discount is 25%.

- a. Completion of Coast Guard boating course - requires proof of completion 5%
- b. Boats that use diesel fuel instead of gasoline 10%
- c. Boats equipped with a working depth finder 5%
- d. Boats equipped with a Marine Ship-to-Shore radio; not citizen's band 5%
- f. Inboards or Inboard/Outboards with electric blowers 5%
- g. Inboards or Inboard/Outboards with electronic sniffers to detect gasoline fumes 10%

The additional premium as shown in the State Specific Pages.

Minimum premium of \$25 applies.

Use Endorsement HO-79 - Boats and Motors (Physical Damage).

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 339 LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE (AKA MOLD)

When the Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage Endorsement is attached to the policy, limited amounts of insurance are automatically provided as follows:

A. Section I - Fungi, Wet Or Dry Rot, Or Bacteria

\$10,000 to pay for loss to covered real or personal property, owned by an Insured, that is damaged by fungi, wet or dry rot, or bacteria on the "residence premises" as defined in the coverage endorsement.

This Coverage applies only for the policy period in which the loss or costs occur. For Property Coverage, the \$10,000 is the most coverage that will be provided during the policy period regardless of the number of locations insured for Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage or the number of claims made during the policy period.

B. Section II - Fungi, Wet Or Dry Rot, Or Bacteria

\$50,000 to pay for damages because of bodily injury or property damage involving the inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungi, wet or dry rot, or bacteria.

For Liability Coverage, \$50,000 is an aggregate limit and is the most coverage that will be provided during the policy period regardless of the number of persons injured, the number of persons whose property is damaged, the number of Insureds, the number of locations insured under this policy or the number of bodily injury or property damage claims made.

This endorsement is automatically added to each policy.

Use Endorsement HO 04 26 - Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage (Form HO 00 02, HO 00 04, HO 00 06)

Use Endorsement HO 04 27 - Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage (Form HO 00 03, HO 00 05)

Use Endorsement HO 04 28 - Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage (Form HO 00 06 w/HO 17 31 or w/HO 17 32)

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART III - SECTION I RULES (Cont'd.)

RULE 340 GROUP DISCOUNT

The Group Discount applies a discount to coverages when the named insured or spouse provides required proof they are a qualified member of an approved group.

This discount applies to the coverages except Mine Subsidence coverages.

See State Specific Pages for rates.

RULES 341 - 399 RESERVED FOR FUTURE USE

GENERAL RULES

PART IV - SECTION II RULES

Rules 400-499 Section II Liability Coverages

\$1 MILLION LIMITS are not available in the Home Protector or Ultra Home Protector Programs. For higher limits of liability, please refer to the Personal Umbrella Section of your Agents manual.

RULE 400 RESIDENCE PREMISES - BASIC AND INCREASED LIMIT

- A. For the UHP Program, the minimum Limit of Liability is \$300,000 for Coverage E - Personal Liability and \$2,000 for Coverage F - Medical Payments to Others unless otherwise indicated.
- B. For the HP Program, the minimum Limit of Liability of \$50,000 for Coverage E - Personal Liability and \$500 for Coverage F - Medical Payments To Others unless otherwise indicated.
- C. Increased limits up to \$500,000 for Coverage E and \$5,000 for Coverage F are available.
- D. When the Limit of Liability for Coverage E - Personal Liability and Coverage F - Medical Payments to Others is increased or coverage for additional exposures is provided, develop the additional premium as instructed.

Annual premiums or rating factors are shown in the State Specific Pages.

- E. The same limit must apply to all exposures covered under the policy.

Coverage E limit applies on an **occurrence** basis; Coverage F limit on an **each person** basis.

Required limit for a policy underlying to a Personal Umbrella is \$300,000.

RULE 401 ADDITIONAL INSURED LOCATIONS

- A. **Secondary Residence (Occupied by Named Insured)**

Section II Coverage may be provided on one-or two-family secondary residences, other than the residence premises, where an Insured resides, but which are insured for Section I Coverage under another insurance program. Make the appropriate charge for each location shown in the Declarations.

See State Specific Pages for rates.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 401 ADDITIONAL INSURED LOCATIONS (Cont'd.)

B. Rented to Others

The policy may be endorsed to provide coverage for liability arising out of one- to four-family dwellings owned by the Insured and rented or held for rental to others. Make the appropriate charge for each location as shown in the State Specific Pages.

NOTE: Liability Coverage may be extended by endorsement to Dwellings Rented to Others when incidental to Personal Liability exposures of the Insured. An ACORD 125, Commercial Insurance Application, and ACORD 126, Commercial General Liability Section Application, must be submitted **if** liability is requested for:

1. A dwelling designed for more than a four-family occupancy; **or**
2. The total number of dwellings is greater than six; **or**
3. The total number of family units is greater than 12.

NOTE: Liability Coverage may **not** be extended to dwellings insured in the OTC Service Pak Program. A Service Pak Town & Country Application (OTC-1) must be submitted if liability is requested.

Use Endorsement OM 24 70 - Additional Residence Rented to Others for Section II only.
Use Endorsement HO 04 40 - Structures Rented to Others - Residence Premises.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 402 OTHER MEMBERS OF YOUR HOUSEHOLD

The policy provides coverage to Named Insured's resident relatives who are members of the Insured's household, and persons under the age of 21 who are in the care of an Insured.

The policy may be endorsed to provide coverage to a person who is a member of the Named Insured's household but does not fall under the definition of Insured in the policy. It does not cover a guest, residence employee, roomer, boarder, or tenant. Coverage extends to the person named in the endorsement, and a person under the age of 21 who is in legal custody of that person.

All coverages and provisions under Sections I and II of the policy that apply to Insureds also apply to the persons described in the above paragraph except Coverages A, B, and D (Fair Rental Value only). Premium is determined per person plus applicable liability charge as shown in the State Specific Pages.

Use Endorsement OM 04 58 - Other Members of Your Household.

RULE 403 ASSISTED LIVING CARE COVERAGE

The policy provides coverage to Named Insureds and resident relatives who are members of the Insured's household.

The policy may be endorsed to provide personal property, additional living expense, and personal liability coverage to a person regularly residing in an assisted living care facility, provided such person:

- A. is related to an Insured by blood, marriage, or adoption; and
- B. is not a member of that Insured's household.

An assisted living care facility is a facility that provides assisted living services such as dining, therapy, medical supervision, housekeeping, and social activities. It is **not** a hospice, prison, or rehabilitation facility.

The name of the person being covered under this endorsement is needed as well as the relationship of that person to the Named Insured. The name and location of the assisted living care facility is also required.

The endorsement provides the following basic limits of coverage:

- A. \$10,000 for Coverage C - Personal Property with limitations ranging from \$100 to \$500 for certain items of property; and
- B. \$6,000, at \$500 per month, for Additional Living Expenses.
- C. Coverage E - Personal Liability.

Coverage is provided at the premiums as shown in the State Specific Pages.

Use Endorsement HO 04 59 - Assisted Living Care Coverage.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 404 STUDENT LIVING AWAY FROM THE RESIDENCE PREMISES

The policy provides coverage for a full-time student, who was a resident of the Named Insured's household before moving out to attend school, and is under the age of:

- A. 24 and a relative of the Named Insured; or
- B. 21 and in the care of the Named Insured or a resident relative.

The policy may be endorsed to provide the limits under Coverage C for other types of students who were residents of the Named Insured's household before moving out to attend school. For example, part-time students or students older than 24.

The name of the student, name of the university, and current address is needed for this endorsement.

Coverage is provided as shown in the State Specific Pages at the premiums determined per person plus applicable liability charge.

Use Endorsement HO 05 27 - Additional Insured - Student Living Away From The Residence Premises.

RULE 405 HOME BUSINESS INSURANCE COVERAGE

The Home Business Insurance Coverage Endorsement may be used in conjunction with an Ultra or Home Protector Policy to cover the Section I and Section II exposures of a permitted business.

To be eligible for coverage under this endorsement, a risk must meet at least the following criteria:

- A. The home business:
 - 1. Must be owned by the Named Insured or by a partnership, joint venture, or other organization comprised only of the Named Insured and resident relatives;
 - 2. Must be operated from the residence premises that is declared on the Declarations Page and used principally for residential purposes.
 - 3. May be operated from the home and/or other structure on the residence premises.
 - 4. May have up to three employees; and
 - 5. May not involve the:
 - a. Manufacture, sale, or distribution of all food products (e.g.; cakes, fruits);
 - b. Manufacture of personal care products such as shampoo, hair color, soap, perfume, or other like items applied to the body or consumed; or
 - c. Sale or distribution of personal care products **manufactured by the Insured** such as shampoo, hair color, soap, perfume, or other like items applied to the body or consumed;
- B. The gross annual receipts of the home business may not exceed \$75,000.
- C. The business should be one described under Classification of Business.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 405 HOME BUSINESS INSURANCE COVERAGE (Cont'd.)

A. Classification of Business

1. Office
Use this classification when the business involves professional or administrative activities for its customers. It could apply to businesses like accounting, résumé writing, and telephone answering.
2. Service
Use this classification when the business provides repair or other services for its customers. It could apply to businesses like housecleaning, videotaping, and copying/duplicating.
3. Sales
Use this classification when the business involves product sales, other than crafts made in the home or other structure and sold from the home or other locations. It could apply to businesses involving sale of books and magazines, and plants and flowers.
4. Crafts
Use this classification when the business involves selling from the home, other structure, or other locations; crafts made in the home or other structure. It could apply to crafts like ceramics, dolls, flower arrangements, and quilts.

The following list outlines eligible businesses and indicates what business classification they fall in:

Service

Copying/Duplicating
Custom Tailoring/Dressmaker
Interior Decorator - no installation
Mailing or Addressing
Housecleaning - residential only

Crafts

Ceramics
Dolls
Flower Arrangements
Quilting

Sales

Barber/Beauty Shop Supplies Distributor
Book and Magazine Sales
Plants and Flowers

Office

Building or Premises - office
Employment Agency
Insurance Agent
Accounting Office
Résumé Writing
Telephone Answering
Medical billing

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 405 HOME BUSINESS INSURANCE COVERAGE (Cont'd.)

The following list outlines **ineligible** businesses due to the hazards of the business and other product liability exposures. The following is not an all-inclusive list.

Service

Appliance Repair
Carpet Cleaning
Furniture/Woodwork Stripping
Landscape Gardening
Painting
Pet Grooming
Plumbing
Printing
Shoe Repair
Toy Making or Repair
Gun Making or Repair
Knife Sharpening
Bicycle Repair
Auto Repair

Sales

Bicycle Stores
Camera Stores
Clothing Stores
Cosmetic, Hair, or Skin Preparation Stores
Cut Your Own Christmas Tree Sales
Food Products
Weapon Sales

Crafts

Fabric Stores
Gift Shops
Hobby Stores
Wood Products Manufacturing

Summary of coverages provided by the Home Business Endorsement:

A. **Section I - Property**

Provides coverage for the property of the described business and for property of others in care of the business up to the Coverage C Limit of Liability shown in the Declarations Page. Therefore, the Coverage C limit should reflect the values of the personal property and business property to be insured;

Provides coverage:

1. Accounts receivable - \$5,000 limit
2. Loss of business income/extra expense (actual cost for a maximum of 12 months)
3. Valuable papers - \$2,500 limit

Increases the Coverage C Special Limits of Liability:

1. Money to \$1,000
2. Credit Cards to \$1,000
3. Business property away from the residence premises to \$5,000

B. **Section II - Business Liability**

The Home Business Endorsement provides coverage for such business liability exposures as premises operations, products-completed operations, advertising injury, and personal injury. The limits of liability for these coverages are on an annual **aggregate** basis and are determined in the following manner:

1. For Products-Completed Operations Hazard Liability, the limit is the same as the Coverage E limit shown in the Declarations;
2. For All Other Business Liability, the limit is twice the Coverage E limit shown in the Declarations;
3. For the Coverage F Sub-limit of Liability, the limit is the same as the Coverage F limit shown in the Declarations.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 405 HOME BUSINESS INSURANCE COVERAGE (Cont'd.)

C. Professional Liability

No professional liability coverage is provided in the Home Business Endorsement.

Use Endorsement HO 07 01 - Home Business Insurance Coverage.

D. Additional Optional Coverages

The following coverages are available with the Home Business Endorsement:

1. Additional Insured

a. Managers Or Lessors Of Premises Leased To An Insured

Covers persons or organizations designated on the endorsement for their liability as owners of designated premises leased to the Named Insured.

Use Endorsement HO 07 50 - Additional Insured - Managers Or Lessors Of Premises Leased To An Insured.

b. Vendors

Provides coverage for liability arising out of the vendor's sale or distribution of the Named Insured's products.

Premium Computation:

The premium for this endorsement is calculated by taking the liability charge for the HO 07 01 - Home Business Endorsement and multiplying it by a factor of .25.

Example: The liability limit for the policy is \$300,000 and the classification of the business is Service. Round to the nearest dollar.

$$\$144 \times .25 = \$36$$

Use Endorsement HO 07 51 - Additional Insured - Vendors.

2. Loss Payable Condition

Enables the naming of a loss payee, lender's loss payee, or loss payable under a contract-of-sale arrangement.

Use Endorsement HO 07 52 - Loss Payable Provisions.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 405 HOME BUSINESS INSURANCE COVERAGE (Cont'd.)

3. Personal And Advertising Injury Exclusion

Excludes all Personal and Advertising Injury coverage. This endorsement is added to all policies that are endorsed with the HO 07 01 Home Business Insurance Coverage.

For an additional charge the exclusion can be waived.

Premium Computation:

Determine the HO 07 01 premium based upon the requested liability limit and classification then multiply by a factor of .10. This waiver is subject to a Minimum Premium of \$10.

Example: The liability limit for the policy is \$300,000 and the classification of the business is Service. Round to the nearest dollar.

$$\$144 \times .10 = \$14$$

Use Endorsement HO 07 53 - Exclusion - Personal And Advertising Injury.

4. Liquor Liability Exclusion and Exception For Scheduled Activities

This endorsement excludes liability coverage for:

- a. Manufacturing, selling, or distributing alcoholic beverages; or
- b. Serving or furnishing alcoholic beverages with a charge whether or not such activity requires a license; and
- c. Serving or furnishing of alcoholic beverages without a charge, if a license is required for such activity.

This endorsement is automatically added to each policy using the HO 07 01, Home Business Insurance Coverage. The Exception for Scheduled Activities is not available.

Use Endorsement HO 07 54 - Liquor Liability Exclusion And Exception For Scheduled Activities.

5. Valuable Papers And Records Endorsements

- a. The Home Business Insurance Coverage Endorsement provides a basic limit of \$2,500 for Valuable Papers And Records Coverage. This limit may be increased to a maximum of \$10,000 in increments of \$500. The additional premium increase is \$.65 per \$500.

Use Endorsement HO 07 56 - Valuable Papers And Records Coverage Increased Limits.

- b. Extends the basic \$2,500 Limit of Liability for Valuable Papers And Records Coverage from Special Coverage to Expanded Special Coverage. The Expanded Special Coverage deletes most exclusions except war, nuclear hazard, and governmental actions. Increased limits for Expanded Special Coverage are also available as shown in the State Rate Pages.

Use Endorsement HO 07 57 - Special Coverage For Valuable Papers And Records.

6. Off-Premise Property Coverage - Increased Limits

Coverage for business property, other than money and securities, that is away from the residence premises at the time of loss may be increased from \$5,000 to \$10,000. Since this coverage does not have a separate endorsement, it will be shown in the Declarations Page.

The premium charge for this endorsement is a flat charge of \$56.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 405 HOME BUSINESS INSURANCE COVERAGE (Cont'd.)

E. Computer-Related Damage Or Injury Exclusion

Exclusions:

Coverage for loss or damage caused by, resulting from, or arising out of the failure of computers and electronic componentry to properly recognize a particular date or time may be excluded. Under Section I, the exclusion applies to any date or time, including the Year 2000 and beyond. Under Section II, the exclusion applies only to the Year 2000 and beyond, but does not apply to bodily injury that occurs on the covered premises from which the business is conducted.

This endorsement is automatically added to each policy using the HO 07 01, Home Business Insurance Coverage.

Use Endorsement HO 07 58 - Sections I and II Exclusions For Computer-Related Damage Or Injury.

RULE 406 BUSINESS PURSUITS

Coverage may be provided for the liability of an Insured arising out of business activities, other than a business of which he is the sole owner, a partner, or maintains financial control of the business. This endorsement is only available when the Insured is an employee, has **no** ownership interest in the business, and **is not** an independent contractor. This endorsement is not intended for someone providing retail sales. Classify as shown in the State Specific Pages and apply the charges to each person insured.

Eligible Business Activities:

- Clerical Office Employees
- Salespersons, collectors, or messengers including and excluding installation, demonstration, or servicing operations
- Teachers-athletic, laboratory, manual or physical training including corporal punishment
- Teachers-not otherwise classified including corporal punishment

NOTE: This endorsement is not available for administrative personnel such as, but not limited to, principals, guidance counselors, and superintendents.

Use Endorsement HO 24 71 - Business Pursuits and HO 04 13 - Section I and II Exclusions for Computer-Related Damage or Injury.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 407 EMPLOYER'S LIABILITY

The policy may be extended to provide coverage for the Insured's Legal Liability for Bodily Injury to domestic employees required to be covered by Workers' Compensation. Workers' Compensation Coverage is required if the employee is paid \$160 or more per quarter.

The following information is required when requesting this coverage:

- A. Requested **Effective Date** of the endorsement.
- B. Evidence that the Insured has Workers' Compensation Coverage in force for **all** employees, including **all** part-time employees. This evidence can be in the form of a **signed statement** from the Insured indicating he has and will continue to maintain Workers' Compensation, **or** a **copy** of the current Workers' Compensation Certificate.
- C. If a copy of the current Workers' Compensation Certificate is **not** being forwarded with the request for coverage, we will need the **Certificate Risk Number** and **Effective Date** of the most recent Workers' Compensation Certificate.
- D. A complete explanation of any work-related **employee injuries** in the last five years, including **name of employee, date of accident, extent of injuries, payments made**, whether or not the employee is **still employed**, and what **precautions the Insured has taken** to prevent a similar re-occurrence.

NOTE: Charge per employee based upon full-time or part-time employment status as shown in the State Specific Pages.

NOTE: Medical Payments do not apply

Use Endorsement ML-465 - Employer's Liability.

RULE 408 INCIDENTAL FARMING PERSONAL LIABILITY

A. On The Residence Premises

1. Coverage Description

- a. The policy may be endorsed to provide coverage for the liability of the Insured when farming is conducted on the residence premises and is **incidental** to the use of the premises, and the income derived from the farming operations is not the Insured's primary source of income. However, coverage is not available if the location specified in the endorsement is used for Equine activities (see Farmers Personal Liability for definition).
- b. The policy may also be endorsed to provide coverage when the residence premises is used for the sheltering and grazing of animals. However, coverage is not available if the residence premises is used for Equine activities (see Farmers Personal Liability for definition).

2. Premium Computation: Refer to State Specific Pages.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 408 INCIDENTAL FARMING PERSONAL LIABILITY (Cont'd.)

B. Away From The Residence Premises

1. Coverage Description

- a. The policy may be endorsed to provide coverage for the liability of the Insured whose **incidental** farming activities are conducted at the locations specified in the Declarations which are away from the residence premises. Such incidental farming activities may include the boarding or grazing of the **Insured's** animals, or use of the land as garden space if the income derived from such activities is not the Insured's primary source of income. However, coverage is not available if the locations specified in the Declarations are used for Equine activities (see Farmers Personal Liability for definition).

2. Premium Computation: Refer to State Specific Pages

NOTE: To be eligible for Incidental Farming Personal Liability **on or away** from the residence premises, the risk may not exceed the requirements of:

- a. Not more than 25 acres;
- b. An annual gross farm income of \$5,000 or less;
- c. No farm buildings on the premises;
- d. Little or no Farm Personal Property; and
- e. No Equine activities (see Farmers Personal Liability for definition).

Use Endorsement HO 24 72 - Incidental Farming Personal Liability.

RULE 409 HORSES

The policy may be extended to provide Liability Coverage for up to 5 horses owned by the Insured and used for personal use. However, coverage is not available if the horses are used for Equine activities (see Farmers Personal Liability for definition of Equine activities).

For coverage of 1-2 horses, select the on premises or off premises premium.

Use Endorsement HO 24 72 - Incidental Farming Personal Liability

For coverage of 3-5 horses, charge the additional premium as shown in the State Specific Pages in addition to the HO 24 72 charge for 1-2 horses.

NOTE: Charge per horse in excess of two plus the HO 24 72 charge.

If HO 24 72 is endorsed, then HO 24 96 - Exclusion of Farm Employees Illegally Employed - is also automatically endorsed.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 410 FARMERS PERSONAL LIABILITY

A. The policy may be extended to provide Liability Coverage for an Insured whose business or principal occupation is **not** farming but who has Farm Liability exposures **away** from the residence premises. The following guidelines should be used when adding this endorsement:

1. The Insured may be farming the ground himself.
2. The farmland may be rented to others.
3. Farming should not be the primary occupation of the Insured.
4. There should not be more than 100 acres farmed by the Insured.
5. The farming operation should not include any Equine activities.
6. The farming operation cannot supply agricultural commodities for manufacturing, or which incorporates processing of agricultural commodities by the Insured for sale to others, such as, but not limited to, creameries and dairies (but not dairy farms).
7. The farm operation may not be involved in the retail sale of farm products or picking of fruits and vegetables by the public.
8. The farming operation may not be incorporated.

NOTE: Equine activities, as used here for underwriting purposes includes, but is not limited to, the boarding of horses, the operation of training stables, horse breeding operations, the operation of racing stables, rental of horses to the public, pony rides for hire, pack trips or dude ranches, overnight or day camp operations, military reenactments, hayrides, sleigh rides, carriage ride operations, or posse clubs/search and rescue clubs.

B. Premium Computation - Refer to State Specific Pages.

Use the following Endorsements:

1. **HO 24 73 - Farmers Personal Liability**
2. **HO 24 96 - Exclusion of Farm Employees Illegally Employed**
3. **HO 04 13 - Sections I and II Exclusions for Computer-Related Damage or Injury**

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 411 HOME DAY CARE COVERAGE

The policy may be extended to provide coverage for liability arising out of the care provided for others as a business conducted on the premises. Eligible operations are limited to those that involve the care of **no more than three persons**. The limit for this coverage applies on an annual aggregate basis. Rates are shown in the State Specific Pages.

NOTE: Premium is based on the assumption that those receiving care are the same three individuals at all times. Consult the Commercial Underwriting Department regarding coverage availability to cover individuals in excess of three.

**Use Endorsement HO 04 97 - Home Day Care Coverage and
Endorsement HO 04 13 - Sections I and II Exclusions for Computer-Related Damage or Injury.**

RULE 412 PERMITTED INCIDENTAL OCCUPANCIES

Coverage for a permitted incidental occupancy is limited under Section I and excluded under Section II. The policy may be endorsed to provide expanded Section I Coverage and Section II Coverage on a permitted incidental occupancy in the residence or in an other structure on the premises.

Examples of such occupancies are Offices, Schools, or Studios meaning offices for business or professional purposes and private schools or studios for music, dance, photography, and other instructional purposes.

If the permitted incidental occupancy is located in an other structure, Coverage B does not apply to that structure.

The permitted incidental occupancies endorsement also covers personal property pertaining to the permitted incidental occupancy within the Coverage C limits as stated in the Declarations. If increased Coverage C is desired, charge appropriate rate.

Premium Computation: Refer to State Specific Pages.

**Use Endorsement HO 04 42 - Permitted Incidental Occupancies - Residence Premises and
HO 04 13 - Section I and II Exclusions for Computer-Related Damage or Injury.
Use Endorsement HO 24 43 - Permitted Incidental Occupancies - Other Residence.**

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 413 RECREATIONAL MOTOR VEHICLE COVERAGE

The Ultra or Home Protector Policy does **not** extend Liability Coverage for off-premises use of recreational motor vehicles. When this coverage is desired, for each recreational motor vehicle owned by an Insured residing in the Named Insured's household, it is necessary to charge for the liability extension and apply the CP-164, Recreational Motor Vehicle Endorsement. All recreational vehicles must be declared and the proper premium applied.

The Recreational Motor Vehicle Endorsement applies only to a motorized land vehicle, trailer, or attached equipment designed for recreational use off public roads, including but not limited to, snowmobiles, tri-carts, all-terrain vehicles, and similar motorized vehicles. The endorsement is **not** for any two-wheeled motorized vehicles including, but not limited to, motorcycles, motorbikes, trail motorcycles, dirt bikes, minibikes, motor scooters, or mopeds. This endorsement does **not** include coverage for any vehicle subject to motor vehicle registration or designed and equipped for use on public roads such as dune buggies or similar vehicles.

Current MVRs should be obtained on all drivers in the household. The driving record of the driver may not exceed four violations.

For Recreational Motor Vehicle coverage, complete a Recreational Vehicle Application, RV-1. The additional premium is shown in the State Specific Pages.

Use Endorsement CP-164 - Recreational Motor Vehicle.

RULE 414 UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE FOR RECREATIONAL MOTOR VEHICLES

Uninsured Motorists and Underinsured Motorists Coverage may be provided for Recreational Vehicles if Liability Coverage, CP-164, has been purchased. Coverage may be added by Endorsement A-119.

The Recreational Vehicle Application, RV-1, should be submitted with the application clearly indicating the Insured's request whether or not Uninsured Motorists and Underinsured Motorists Coverage is to be included.

This coverage is optional. Refer to the State Specific Pages for rates.

NOTE: Medical Payments do not apply.

Use Endorsement A-119 - Uninsured Motorists and Underinsured Motorists Coverage for Recreational Motor Vehicles.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 415 RESIDENCE EMPLOYEES

The policy automatically extends to cover residence employees of the Named Insured or spouse **not** required to be covered by Workers' Compensation. An additional premium charge is required for each residence employee in excess of two as shown in the State Specific Pages.

RULE 416 SECONDARY RESIDENCE PREMISES - HP ONLY

When coverage is provided on the initial and secondary residence premises under separate policies in the same Company, the basic premium for the secondary residence premises shall be reduced \$11 regardless of the Limit of Liability. Charge for an additional insured location under the policy covering the initial residence premises as shown in the State Specific Pages.

A Minimum Premium of \$50 annually shall be charged for each secondary residence premises regardless of the credit allowed.

RULE 417 WATERBED LIABILITY - HO 00 04 - HP ONLY

Coverage may be provided for property damage caused by waterbeds to nonowned property in the residence premises. Refer to the State Specific Pages for rates.

Use Endorsement OM 00 90 - Waterbed Liability.

RULE 418 SWIMMING POOLS, PONDS, AND TRAMPOLINES

A risk that has a combination of attractive nuisances might be unacceptable. Risks with the following type exposures must be submitted to the Company for determination of eligibility:

- A. Swimming pools and/or ponds with a slide, diving board, or rope swing.
- B. Trampolines.

Any private swimming pool, or the property on which the pool is located, shall be enclosed by a wall or fence constructed to prevent uncontrolled access. Such wall or fence must be at least four feet in height, maintained in good condition, and affixed with an operable gate and lock.

The owners of the swimming pool, trampoline, or oil and/or gas well must be in compliance with any ordinances or codes that may pertain to each.

Any trampoline will be required to have a manufacturer's safety net around it.

When a swimming pool or trampoline has been approved for coverage, refer to the State Specific Pages for the appropriate premium charge.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 419 WATERCRAFT (LIABILITY)

Coverage may be written for liability as an attachment to the Ultra and Home Protector Policies.

When two or more outboard motors are regularly used together with any single watercraft owned by the Insured, the horsepower of all such outboards shall be accumulated for rating purposes.

Coverage **must be** written for the coverage period of the policy; that is, to the expiration date.

For eligibility, please refer to Part II - Section I Rules and Rates under Watercraft (Physical Damage)

Minimum premium of \$25 applies.

Refer to the State Specific Pages for rates.

Use Endorsement OM 24 75 - Watercraft.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 420 PRIVATE OIL AND/OR GAS WELL LIABILITY - ML-0928

The policy may be extended to provide coverage for liability arising out of the existence hazard including, but not limited to, the operation, maintenance, or use of oil and gas wells. Eligibility is limited to those wells defined as Exempt Mississippian Well or Exempt Domestic Well as defined by the Ohio Revised Code Sec. 1509.01.

Those definitions as shown in the ORC are as follows:

"Exempt Mississippian well" means a well that meets all of the following criteria:

1. Was drilled and completed before January 1, 1980;
2. Is located in an unglaciated part of the state;
3. Was completed in a reservoir no deeper than the Mississippian Big Injun sandstone in areas underlain by Pennsylvanian or Permian stratigraphy, or the Mississippian Berea sandstone in areas directly underlain by Permian stratigraphy;
4. Is used primarily to provide oil or gas for domestic use.

"Exempt domestic well" means a well that meets all of the following criteria:

1. Is owned by the owner of the surface estate of the tract on which the well is located;
2. Is used primarily to provide gas for the owner's domestic use;
3. Is located more than two hundred feet horizontal distance from any inhabited private dwelling house other than an inhabited private dwelling house located on the tract on which the well is located;
4. Is located more than two hundred feet horizontal distance from any public building that may be used as a place of resort, assembly, education, entertainment, lodging, trade, manufacture, repair, storage, traffic, or occupancy by the public.

Under the liability section of the policy, coverage would apply for the owner's legal liability for the existence of these private oil and gas wells on the insured's property as long as the Business Exclusion does not apply.

If a Policyholder is required to provide a Certificate of Insurance to the Department of Natural Resources, this is indicative of an oil and/or gas well that would not qualify for coverage and the entire liability policy must be placed with another carrier.

For an Exempt Mississippian Well or an Exempt Domestic Well as defined above, complete and submit Form CEF-231, Oil and/or Gas Well Liability Questionnaire, along with the appropriate Change Form. The policy must be written for at least \$500,000 Combined Single Limit Coverage. We will endorse these policies with the ML-0928, Private Oil and/or Gas Well Liability Endorsement, which alters the coverage to provide \$300,000 Bodily Injury and \$300,000 Property Damage Coverage with respect to ownership, operation, or plugging of gas or oil wells on the Insured's premises.

The ML-0928 Endorsement also includes a Pollution and Contamination Exclusion. The intention of the wording in this exclusion is to, for the most part, make the Pollution and Contamination Exclusion almost absolute; however, there is still some coverage with regard to certain hazards relating to pollutants or contaminants as a result of a hostile fire as defined in the endorsement.

This coverage is **subject to a \$50 Minimum Earned Premium annually per well.**

Attach Endorsement ML-0928.

HOME PROTECTOR

GENERAL RULES (Cont'd.)

PART IV - SECTION II RULES (Cont'd.)

RULE 421 VOLUNTEER WRONGFUL ACTS COVERAGE

Under the basic contract, there is no coverage for the insured(s) for volunteer wrongful acts liability for which they become legally responsible.

With the purchase of this endorsement, we will pay on behalf of an insured amounts an insured becomes legally responsible to pay because of civil claims made against them for a wrongful act. A wrongful act, in respect to this coverage, means actual or alleged error, misleading statement, act or omission, neglect or breach of duty committed by an insured during the policy period in the insured's capacity as a volunteer.

We do not cover volunteer activity of an insured involving an insured's business or an organization for which an insured receives compensation or that requires the insured's professional services.

Our limit of liability for this coverage is limited to \$50,000. This is the most we will pay for all liability arising out of a single wrongful act regardless of the number of insured's or policy terms.

Refer to the endorsement and contract for exclusions, limitations, and conditions of this coverage.

Refer to the State Specific Pages for rates.

RULES 422 - 499 RESERVED FOR FUTURE USE