
STANDARD WIND AND HAIL DWELLING POLICY

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy “you” and “your” refer to the named insured shown in the Declarations and that person’s “family members.” “Family member” means a person who resides in your household and is related to you by blood, marriage or adoption. This includes a ward or a foster child. “We,” “us” and “our” refer to the Association providing this insurance.

COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Wind and Hail Insured Against for which a premium is stated.

We will pay only that part of the total of all losses payable under Coverages A, B and C that exceeds the windstorm or hail percentage deductible stated in the Declarations, and further described in Conditions – 23. on page 14 of this policy. The stated deductible applies separately to Coverage A, B and C. The dollar amount of the windstorm or hail deductible is determined by multiplying the Coverage A, B or C limit of liability shown in the Declarations by the percentage stated. A deductible clause applicable to Coverage D is also stated in the Declarations, and further described on page 4 of this policy.

Coverage A - Dwelling

We cover direct physical loss of or damage to:

- a. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes including structures not otherwise excluded attached to the dwelling;
- b. materials and supplies located on or next to the Described Location used to construct, alter, or repair the dwelling or other structures on the Described Location; and
- c. if not otherwise covered in this policy, fixtures and outdoor equipment permanently installed and building equipment used for the service of and located on the Described Location.

This coverage does not apply to land, including land on which the dwelling is located.

Coverage B - Other Structures

We cover direct physical loss of or damage to other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

- a. used in whole or in part for commercial, manufacturing, or farming purposes; or
- b. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

Coverage C - Personal Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location and within an insured building. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location and within an insured building.

Property not covered. We do not cover:

1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum other than platinumware, securities, silver other than silverware, tickets, lottery tickets and stamps;
2. animals, birds, or fish;
3. aircraft and their parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
4. motor vehicles or all other motorized land conveyances. This includes:
 - a. their equipment, accessories and parts; or
 - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (1) accessories or antennas; or
 - (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

We do cover vehicles or conveyances all while contained within an enclosed structure on the Described Location not subject to motor vehicle registration which are:

- a. used to service the Described Location; or
- b. designed for assisting the handicapped;
5. watercraft, other than rowboats and canoes (including their furnishings, equipment and motors and any parts of the motor);
6. data, including data stored in:
 - a. books of account, card index systems, drawings or other paper records; or
 - b. electronic data processing tapes, wires, records, discs, cells, magnetic recording or other software media.

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

7. personal property while in the open;
8. trailers and any of their parts;

9. credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds, counterfeit money, stored value cards, smart cards and scrip;
10. business property;
11. water or steam.

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

Special Limits on Certain Property

We cover up to the limit of liability shown for each category, but this does not increase the limit of liability, for Coverage C - Personal Property.

Limit of Liability	Category
\$2,500	Goldware, gold-platedware, silverware, silver-platedware, platinumware, and pewterware.
\$1,000	Coin collections and stamp collections.
\$1,000	Art, antiques and heirlooms, fine arts and collectibles, memorabilia, souvenirs, and trading cards.
\$1,000	Jewelry, watches, furs, precious and semi-precious stones.
\$ 500	Firearms and related equipment.
\$1,000	Golf equipment, other than golf carts.
\$ 500	Golf carts, if they are inside a structure insured by this policy.
\$1,000	Rowboats and canoes.
\$2,500	Personal property used for business purposes.
\$1,000	Computers and peripheral devices, including software packages available through the retail market.
\$1,000	Tools.
\$500	Food spoilage on the described location, if a power source on the described location is damaged by wind or hail.

Coverage D - Loss of Use

If a premium for this coverage is indicated on the Declarations page of this policy, the limit of liability for Coverage D is the total limit for all the coverages that follow.

Fair Rental Value. If a direct physical loss to property described in Coverage A by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover its:

Fair Rental Value, meaning the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in. Fair Rental Value will be based on the likely rental income if no physical loss or damage had occurred, but it does not include any potential increases in rental income due to favorable conditions caused by the impact of Covered Causes of Loss.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

Additional Living Expense. If a direct physical loss to property described in Coverage A by a Peril Insured Against under this policy makes the Described Location where you reside not fit to live in, we cover your,

Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

Deductible Clauses.

A Deductible Clause, as described in paragraphs 1. through 6. below, must be indicated in the Declarations.

We will not pay for loss or damage in any one occurrence until the period of loss exceeds the deductible period, as shown on the Declarations. We will then pay the amount of loss or damage following the deductible period up to the applicable Limit of insurance on the Declarations for Coverage D - Loss of Use.

1. 10 Day Deductible - We will not pay for losses incurred in the 10 Day period starting the day after the loss.
2. 15 Day Deductible - We will not pay for losses incurred in the 15 Day period starting the day after the loss.
3. 20 Day Deductible – We will not pay for losses incurred in the 20 Day period starting the day after the loss.
4. 25 Day Deductible – We will not pay for losses incurred in the 25 Day period starting the day after the loss.
5. 30 Day Deductible - We will not pay for losses incurred in the 30 Day period starting the day after the loss.
6. 55 Day Deductible - We will not pay for losses incurred in the 55 Day period starting the day after the loss.

Other coverages

1. Other Structures. You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B. Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

2. Debris Removal. We will pay your reasonable expense for the removal of debris of covered property if a Peril Insured Against causes the loss. Debris removal expense is included in the limit of liability applying to the damaged property.
3. Improvements, Alterations and Additions. If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

Payment under this coverage reduces the Coverage C limit of liability by the amount paid.

4. Reasonable Repairs. In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage if for the peril of wind or hail. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a. does not increase the limit of liability that applies to the covered property;
 - b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.
5. Property Removed. We insure covered personal property against direct loss from any cause while being removed from a premises endangered by the peril of wind or hail and for not more than 5 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

PERILS INSURED AGAINST

We insure against risk of direct loss to property described in Coverages A, B and C only if that loss is a physical loss to property caused by wind or hail as described and limited below unless the loss is excluded in General Exclusions.

The perils of wind or hail do not include:

- a. frost or cold weather;
- b. ice (other than hail), snow or sleet, whether driven by wind or not;
- c. accumulation of hail, ice, snow, sleet, water or any other form of precipitation. We will not pay for loss or damage to the interior of any dwelling or other structure, or the property contained inside the dwelling or other structure, caused by rain, snow, sand, or dust whether driven by wind or not, unless the direct force of wind or hail damages the dwelling or other structure causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

The perils of wind and hail do not include property damage:

- a. to the interior of a dwelling or the personal property contained in the dwelling caused by water from sprinkler equipment or other piping, unless the equipment or piping is first damaged as a direct result of wind or hail;
- b. to windmills, wind pumps, or their towers, metal smokestacks;

- c. to any structure, open on one or more sides and serving as a patio cover or carport, including the supports, with a rooflike covering of cloth, metal, fiberglass or plastic, whether or not the structure is attached to a building; including personal property contained therein;
- d. to screens, including their supports, around a pool, patio or other areas;
- e. to fences, property line and similar walls, including seawalls, revetments, and retaining walls;
- f. to greenhouses, hothouses, slathouses, trellises, pergolas, gazebos, cabanas, swimming pools, jacuzzis, hot tubs, tiki huts or similar structures, including their walkways and decks, whether or not attached to the building, and utility poles including light fixtures;
- g. to any structure, including the property in or on the structure, located in whole or in part in or over water;
- h. caused in any manner by wind to paint or waterproof material applied to the exterior of any building or structure;
- i. to the following property when outside of the building:
 - (1) awnings or canopies, including their supports, signs or radio or television antennas or aerials, satellite dish, including lead-in wiring, masts or towers;
 - (2) rowboats and canoes; or
 - (3) lawns, trees, shrubs, or plants;
- j. to outdoor equipment used to service the Described Location when outside of a building;
- k. to screens, including the supports, which are not part of the dwelling. However, screens and supports of a porch, which is a part of the dwelling, are covered;
- l. to land (including land on which the property is located), growing crops;
- m. to personal property while airborne, waterborne or in transit;
- n. to pilings, piers, wharves or docks, boathouses, bulkheads, underground pipes, flues, drains, bridges, boardwalks, trestles, catwalks, dunewalks or ramps;
- o. to all property (dwelling and personal property) located in a basement or below grade level;
- p. to sidewalks, driveways, and other paved or graveled surfaces; or
- q. to property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

GENERAL EXCLUSIONS

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Ordinance or Law

Ordinance or Law means any ordinance or law:

- (1) requiring or regulating the use, construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris; or
- (2) the requirements of which result in a loss of value to property; or
- (3) requiring any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

This Exclusion a. applies whether or not the property has been physically damaged.

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

c. Water Damage, meaning:

- (1) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) water, water-borne material or sewage which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- (3) water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, basement or other structure caused by or resulting from human or animal forces or any act of nature;
- (4) mudslide, mudflow, shifting sand or sand flow; or
- (5) sinkhole, collapse.

d. Mold. Notwithstanding any other provision(s) of this policy, this insurance does not apply to any loss, damage, additional living expense, loss of business income, cost of decontamination, remediation, testing, debris removal or any other costs or expenses arising from or associated in any way with “mold”, whether or not directly or indirectly caused by or resulting from any peril insured against under this policy.

“Mold” means any mold, fungi (and any associated spores) or any other microorganisms of any type or nature that can cause or threaten to cause physical damage, deterioration, loss of use, and/or loss of value or marketability, to any tangible property or that can cause or threaten to cause harm of any type to any living organism. This includes, but is not limited to, any type of mold that is harmful or potentially harmful to the health or welfare of persons (such as *Stachybotrys* and others), and/or that is damaging or potentially damaging to tangible property (including wet or dry rot and others).

Remediation means to test, detect, measure, evaluate, treat, contain, remove, or dispose of mold. Remediation includes any testing to detect, measure, or evaluate mold, fungi (and any associated spores), or any other microorganisms, and any decontamination of the covered property.

e. Power Failure, meaning the failure of power or other utility service if the failure takes place off the Described Location. If a Peril Insured Against ensues on the Described Location, we will pay only for loss caused by the Peril of wind or hail.

- f. Neglect, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by Peril of wind or hail.
 - g. War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
 - h. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
 - i.
 - (1) wear and tear, marring, scratching, deterioration;
 - (2) inherent vice, latent defect, mechanical breakdown;
 - (3) smog, rust or other corrosion, mold, wet or dry rot;
 - (4) smoke from agricultural smudging or industrial operations;
 - (5) discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from the described location.

 "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
 - (6) settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;
 - (7) birds, vermin, rodents, insects or domestic animals;
 - (8) fire, theft or explosion.
 - j. Intentional Loss, meaning any loss arising out of any act committed:
 - (1) by or at the direction of you or any person or organization named as an additional insured; and
 - (2) with the intent to cause a loss.
 - k. Contraband or property in the course of illegal transportation or trade.
 - l. Coastal construction control line.
2. We do not insure for loss to property described in Coverages A, B and C caused by any of the following.
- a. Acts or decisions, including the failure to act or decide, of any person, group, organization, public authority or governmental body resulting in the destruction, confiscation or seizure of the described property;
 - b. Faulty, inadequate or defective:
 - (1) planning, zoning, development, surveying, siting;
 - (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) materials used in repair, construction, renovation or remodeling; or

(4) maintenance;

of part or all of any property whether on or off the Described Location.

CONDITIONS

1. POLICY PERIOD. This policy applies only to loss which occurs during the policy period.
2. INSURABLE INTEREST AND LIMIT OF LIABILITY. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable limit of liability.

3. CONCEALMENT OR FRAUD.

With respect to all persons insured under this policy, we provide no coverage for loss if, whether before or after a loss, one or more persons insured under this policy have:

- a. intentionally concealed or misrepresented any material fact or circumstance; or
- b. engaged in fraudulent conduct; or
- c. made false statements;

relating to this insurance.

4. YOUR DUTIES AFTER LOSS. In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed by you, or your representative:
 - a. give prompt notice to us through your broker;
 - b.
 - (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and
 - (3) keep an accurate record of repair expenses;
 - c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory and include photographs of the damaged items;
 - d. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same.
 - e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) the time and cause of loss;
 - (2) your interest and that of all others in the property involved and all liens on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of damaged buildings and detailed repair estimates;
 - (6) the inventory of damaged personal property described in 4c;
 - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.
- f. The insurance adjuster we hire to investigate your claim may furnish you a proof of loss form and may help you to complete it. However, this is a matter of courtesy only, and you must still send us a proof of loss within 60 days after the loss even if the adjuster does not furnish the form or help you complete it. In completing the proof of loss, you must use your own judgment concerning the amount of loss and the justification for that amount; the adjuster is not authorized to approve or disapprove claims or to tell you whether your claim will be approved by us.
5. **LOSS SETTLEMENT.** Covered property losses are settled as follows:
- a. Personal property under Coverage C at actual cash value at the time of loss but not more than the amount required to repair or replace.
 - b. Buildings under Coverage A or B are subject to the following:
 - (1) the actual cash value of that part of the dwelling or other structure damaged; or
 - (2) that proportion of the cost to repair or replace, with deduction for depreciation, of that part of the dwelling or other structure damaged.
6. **LOSS TO A PAIR OR SET.** In case of loss to a pair or set we may elect to:
- a. repair or replace any part to restore the pair or set to its value before the loss; or
 - b. pay the difference between actual cash value of the property before and after the loss.
7. **GLASS REPLACEMENT.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
8. **APPRAISAL.** If you and we fail to agree on the actual cash value of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will first choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request that a judge of a court of record in the State of South Carolina select an umpire from a list supplied by the parties. The appraisers will then appraise the loss, stating separately the actual cash value of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the actual cash value of the loss. If the appraisers fail to agree, they will submit their differences only, to the umpire. A decision agreed to by any two of these three will set the actual cash value of the loss. Each party will:

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

Appraisal rights under this policy are not available, if coverage is in dispute, or if you have failed to comply with all policy conditions.

9. OTHER INSURANCE.

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this policy. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this policy bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

10. SUBROGATION. You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.

11. SUIT AGAINST US. No action can be brought unless the policy provisions have been complied with and the action is started within three years after the date of loss.

12. OUR OPTION. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

13. LOSS PAYMENT. We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

- a. reach an agreement with you;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

14. ABANDONMENT OF PROPERTY. We need not accept any property abandoned by you.

15. MORTGAGE CLAUSE.

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order or precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- a. notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;

- b. pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

If we decide to cancel this policy, the mortgagee will be notified at least 10 days before the date cancellation takes effect.

If we pay the mortgagee for any loss and deny payment to you:

- a. we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

16. NO BENEFIT TO BAILEE. We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing, or moving property for a fee regardless of any other provision of this policy.

17. CANCELLATION AND RENEWALS.

- a. The first Named Insured shown in the Declarations or the premium finance company as Power of Attorney may cancel this policy at any time by returning it to us or by letting us know in writing in advance of the date cancellation is to take effect. A request for cancellation by the premium finance company will be treated the same as a request for cancellation by the first Named Insured itself.
- b. We may cancel this policy by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice. We may cancel for any reason by letting you know at least 90 days before the date cancellation takes effect. Reasons for which we may cancel the policy include but are not limited to:
 - 1. misrepresentation of any material fact either before or after loss; or
 - 2. cause which would have been grounds for non-acceptance of the risk under the Plan of Operation had such cause been known at the time of acceptance; or
 - 3. cause arising subsequent to a review which would have been grounds for non-acceptance of the risk under this Plan of Operation had such cause existed at the time of acceptance; or
 - 4. substantial breach of contractual duties, conditions or warranties; or
 - 5. if we lose our reinsurance covering all or a significant portion of this policy, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of this state. Cancellation for these reasons is subject to the approval by the Director of Insurance; or

- 6. the risk has changed substantially since the policy was issued; or
 - 7. if you or your representative;
 - a) conceal, omit, or misrepresent any material facts or circumstances; or
 - b) make a false or fraudulent claim; or
 - c) fail or refuse to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed.
 - c. When you have not paid the premium, whether payable to us or to the broker or under any finance or credit plan, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - d. This association writes policies for a one-year period only and renewal may not be made unless an appropriate application is completed and furnished to the Association by the broker. There is no provision for term privileges or renewal plan since a rewrite can only be accomplished through use of the application. Unless the policy is rewritten before the expiration date through the application process, the policy will automatically terminate as of the expiration date.
 - e. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
 - f. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
18. **WAIVER OR CHANGE OF POLICY PROVISIONS.** A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.
19. **ASSIGNMENT.** Assignment of this policy will not be valid unless we give our written consent.
20. **DEATH.** If you die, we insure:
- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
 - b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
21. **NUCLEAR HAZARD CLAUSE.**
- a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 - b. Loss caused by the nuclear hazard will not be considered loss caused by wind or hail or otherwise included within the Perils Insured Against.
 - c. This policy does not apply to loss caused directly or indirectly by nuclear hazard.
22. **INSPECTIONS AND SURVEYS.**
- We have the right but are not obligated to:
- a. make inspections and surveys at any time;

- b. give you reports on the conditions we find; and
- c. recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) are safe or healthful; or
- (2) comply with laws, regulations, codes or standards. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

23. DEDUCTIBLE CLAUSES.

This policy includes a named storm deductible, a non-named storm deductible, and an aggregate deductible.

- a. Named storm deductible – A “named storm” means a storm that is identified as a tropical storm or hurricane by the National Hurricane Center of the National Weather Service. It includes wind, wind gusts, hail, tornadoes, or cyclones caused by the resulting storm system. It does not include flood, surface water, waves storm surge, tidal water or tidal waves, overflow of streams or other bodies of water or spray from any of the foregoing whether driven by wind or not.

The “National Weather Service” means the National Weather Service or, if the National Weather Service ceases to exist, ceases to perform the function of declaring weather systems to be tropical storms or hurricanes, or ceases to perform the function of issuing tropical storm or hurricane watches or warnings, such other entity as we determine.

We will pay only the amount of the covered wind/hail loss caused by a named storm in excess of the deductible percentage, as stated on the declaration page, of the Limit of Liability indicated on the declaration page of this policy. The deductible will not be less than the minimum amount or more than the maximum amount as it appears in the following chart.

Deductible Percentage	Minimum Dollar Amount	Maximum Dollar Amount
2%	\$500	\$50,000
3%	\$1,000	\$75,000
4%	\$2,000	\$100,000
5%	\$2,500	\$125,000
10%	\$5,000	\$250,000

The deductible amount indicated will be applied separately to each Dwelling and each Personal Property claim.

The duration of the named storm, includes the following time period:

- (1). beginning at the time a named storm, “watch” or named storm warning is issued for any part of South Carolina by the National Hurricane Center of the National Weather Service;
- (2). continuing for the time period which the named storm conditions exist anywhere in this state, and;

- (3). ending 24 hours following the termination of the last named storm, “watch” or named storm warning for any part of South Carolina by the National Hurricane Center of the National Weather Service.
- b. Non-named storm deductible – For covered losses not arising out of a named storm, we will pay the amount of the wind/hail loss in excess of 1% of the Limit of Liability indicated on the declarations page of this policy. However, the deductible will not be less than \$250 nor more than \$25,000.

The deductible amount indicated will be applied separately for each Dwelling claim, and each Personal Property claim.

- c. Aggregate deductible – The total deductible for all covered claims during the policy period shall not exceed the named storm deductible. The aggregate deductible shall apply separately to Dwelling claims and to Personal Property claims.

Example: If your Coverage A – Dwelling Limit of Liability is \$500,000, and your named storm deductible is 3%, the amount of your aggregate deductible for the current policy term will be \$15,000.

If you have two Coverage A – Dwelling claims of \$6,000 each, for a total of \$12,000, during the current policy period, you will not receive any payment under this policy.

If you have two Coverage A – Dwelling claims during the policy period, one for \$5,000, and another for \$20,000, your damages will have exceeded your aggregate deductible of \$15,000. You will be entitled to recover some of your damages for the second claim, subject to the terms and conditions of this policy.

24. KNOWLEDGE OR CONTROL.

We will not pay for loss or damage while the chance of loss or damage is increased by any means within your knowledge or control.

25. SPECIAL PROVISIONS.

- a. Any notice, sworn statement or proof of loss which may be required by the provisions of this policy may be given to the South Carolina Wind and Hail Underwriting Association, and such notice, statement of proof of loss so given will be valid and binding as to all member companies.
- b. In any action or suit under or in any way related to this policy, such action or suit may be brought against the South Carolina Wind and Hail Underwriting Association as defendant, and service of process may be made on the South Carolina Wind and Hail Underwriting Association, and such service will be deemed valid and binding service on all member companies.
- c. The South Carolina Wind and Hail Underwriting Association is the agent of the member Companies with respect to all matters pertaining to the insurance. All notices, process or other communications required by or in connection with the policy will be given to such agent, at its office in Columbia, South Carolina, and such notice to the Association will be considered to constitute notice to the member Companies. Any requests, demands or agreements made by and any cancellation notice issued by such agent will be deemed to have been made or issued directly by the Companies.

SOUTH CAROLINA WIND AND HAIL UNDERWRITING ASSOCIATION

J. Smith Harrison, Jr.

Agent and
Attorney-in-Fact for the members of the
South Carolina Wind and Hail Underwriting Association

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