

# STUDY GUIDE

**EXAM PREP AND ANSWER KEY** 

- Knowledge Checks
- Check-Ins
- Self-Quizzes
- Sample Exam Questions
- Glossary of Terms



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# STUDY GUIDE

**EXAM PREP AND ANSWER KEY** 

This Study Guide has been prepared to enhance your learning experience. It contains all of the Check-In questions, Knowledge Checks, and Self-Quizzes contained within the course, along with an Answer Key and Glossary. Use it as a tool to help practice and assess your knowledge of the course material, but do not mistake it for a comprehensive "shortcut" to preparing for the final exam.

Be sure to take a look at the section, "Resources," that follows the Answer Key in this Study Guide. It contains valuable suggestions for test preparation and study techniques, as well as some sample exam questions and a glossary of terms.

Your path to success in passing the final exam will come from your attentiveness during the course and the effort you put into preparation.



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# **Tools to Assess Your Knowledge**

Check-Ins, Knowledge Checks, and Self-Quizzes by Topic

### **Dwelling Policies: Eligibility**

What Could I Do?
Imagine one of your clients unexpectedly inherits a large sum of money from a relative. The client decides that she wants to put the money to work in real estate. She explains to you that she plans to buy a second home, rent it out until the market value increases, and then sell it to make a profit. What could you recommend that your client does to protect her second home until she sells it?
Buy a separate Homeowners Policy for the second home.
Cover the second home using endorsements to the Homeowners Policy she owns for her first home.
Buy a Dwelling Policy for the second home.

#### Check-In





1. An insurance professional can use the Dwelling Policy Program to insure homes that are ineligible for a Homeowners Policy.

True False

2. Homeowners and Dwelling Policies are equally restrictive, making either option suitable for most clients.

True False

3. To be eligible for a Dwelling Property Policy, a structure like the one in the photograph must be attached to the ground, meaning it must be permanently located.



True False

4. Dwelling Policies are most often used for tenant-occupied dwellings.

True False

5. To qualify for coverage under a Dwelling Property Form, there can be no more than three roomers or boarders per unit.

True False



### **Knowledge Check**

Your client remodeled her family home to contain five one-bedroom apartments. Each apartment has a fully functional kitchen and its own bathroom. Three of the apartments are occupied by tenants, one is vacant, and your client resides in the remaining apartment.

Your	client is seeking insurance	e recommendations. What will y	ou say to her?
Th	e Coverages and	d Limitations of Dv	velling Policies
Cl	neck-In		
Dir	rections: Read each state	ement. Then decide if it is True c	r False.
1.	A Declarations Page is p	art of a Dwelling Property Policy	
		True	False
2.	Perils Insured Against in weight of snow, ice, or sl	the DWELLING PROPERTY 2 - B eet.	ROAD FORM include the
		True	False
3.	An endorsement is an ar	mendment or addition to the la	nguage in a policy contract.
		True	False
4.	Liability and medical pay Policy.	ments coverages are automatic	ally included in a Dwelling
		True	False
5.	The DWELLING PROPER personal property.	TY - 3 SPECIAL FORM offers auto	omatic coverage for

True

**False** 



### Knowledge Check

has endured are aged but	decades of hars	h winters. The ap	pliances and ut	d porch. The home tilities in the home Form should you i	e

### **Homeowners Policy: Eligibility**

#### Check-In

**Directions:** Review the following scenarios and consider which

Homeowners Policy form you client may be eligible for.

Write the Homeowner Policy form(s), if the risk is eligible.

Place an X in the column for ineligible if the risk is not eligible for a

Homeowners form.

	Risk	Eligible form	Ineligible
1.	Your client calls to explain they are in the process of building a new house they will live in when construction is completed.		
2.	A prospect contacts you and tells you he owns and lives in a mobile home as a primary residence and would like homeowners' coverage.		
3.	Your client calls to let you know he has moved out of his parent's house and has moved in with a friend. He would like coverage for his personal belongings.		
4.	After a particularly difficult year, your client decides to rent three rooms in his home to three individual friends.		
5.	A client calls you; he is in the process of purchasing a 10 <sup>th</sup> floor condo in Florida as a secondary residence.		

#### What Could Go Wrong?

Imagine that one of your clients decides to move in with his girlfriend. The girlfriend already owns a nice place, so the two decide that the easiest thing to do is to live in her house.



After moving his property into the house, your client and his girlfriend begin discussing how much property they both own. They also wonder whether there is enough insurance on her policy to cover it all. What could go wrong in this situation?

The girlfriend doesn't have enough insurance on her Homeowners Policover the property of both herself and your client.	cy to
☐ Your client's property won't be covered on his girlfriend's policy.	
☐ There could be confusion about what property is covered after a loss.	

#### Check-In





Two co-owners occupy separate units in a triplex. Each has their own entrance. A Homeowners Policy may be written for both co-owners.

> True False

2. A co-owner is not a "named insured" on the other owner's Homeowners Policy. Endorsement ADDITIONAL INSURED - RESIDENCE PREMISES is added to the policy. The endorsement recognizes the co-owner as an "insured" for Coverage A -Dwelling, Coverage B - Other Structures, and premises liability.

> True False

3. A client forms a trust and then purchases a home identifying the trust as the property's owner. Although she is the named insured on the new Homeowners Policy, she chooses not to occupy the house. Instead, she allows her son and daughter-in-law to occupy the new home. The Homeowners Policy protects the trustor's insurable interests.

> True False

4. A client occupies a residence at the time of impending retirement. To avoid having his home considered an asset under the terms of Medicaid eligibility, the owner establishes a life estate, sharing the ownership of his home with his adult daughter. To protect his insurable interests, the client must attach an ADDITIONAL INSURED ENDORSEMENT - RESIDENCE PREMISES endorsement to his Homeowners Policy.

> True False

5. A client has sold his home in a lease-to-own agreement. The buyer is ineligible for a Homeowners Policy until all terms of the agreement have been satisfied and the deed for the property has passed into his hands.

> True False



### Knowledge Check



A client is a grantor of her trust. She seeks a Homeowners Policy through you and is the named insured on the policy. What must she do to be sure her and her trust's insurable interests are covered?

### **Homeowner Policy Coverage Forms**



### Knowledge Check



**Directions:** Match each Homeowners Coverage Form to its purpose.

BROAD FORM (HO 00 02)	A.	provides coverage for the residence and other structures on an open perils basis, and coverage for personal property on a named
SPECIAL FORM (HO 00 03)		perils basis
CONTENTS BROAD FORM (HO 00 04)	В.	provides the least coverage; pays only actual cash value (ACV) on both dwelling and personal property losses
COMPREHENSIVE FORM (HO 00 05)	C.	provides coverage for residential condominium units
UNIT-OWNERS FORM (HO 00 06)	D.	provides coverage for the residence and personal property on a broad named perils
MODIFIED COVERAGE FORM (HO 00 08)		basis
CONTENTS COMPREHENSIVE FORM (HO 00 14)	E.	provides coverage for someone who rents or leases an apartment or single or multi- family residence on an open perils form with replacement cost loss settlement
	F.	provides coverage for the residence, other structures, and personal property on an open perils basis; is often used for higher value dwellings and/or to provide clients with options for broader coverage
	G.	provides coverage for someone who rents or leases an apartment or single or multi-family residence on a named perils for with ACV loss settlement

### Section 1 Self-Quiz

**Directions:** Complete each item.

**Directions:** Select terms from the box to fill in the blanks.

Basic	Broad	co-owner	endorsement	excluded
five	four	incidental occupancies	life estate	named
open	personal property	residential	renters	risks
Special	trust			

1.	Dwelling policies are most often used for dwellings occupied by
2.	Private offices, teaching studios, and private schools located on the premises of a dwelling are examples of
3.	What is the maximum number of roomers or boarders per unit if a dwelling is to qualify for coverage under a Dwelling Property Form?
4.	The three Dwelling Property Form provided by the Insurance Services Office (ISO), Inc., are: Form, Form, and Form.
5.	Which factor differentiates the three Dwelling Property Form options?
6.	Under the terms of a policy with open perils of loss, a loss is covered unless it is
7.	A(n) is an addition to language in a policy contract that affects coverage.
8.	Under the terms of a(n) perils policy, the peril must be on the list for a loss to be covered. For a(n) perils policy, the loss is covered unless the policy says it is not in the exclusions.

Basic	Broad	co-owner	endorsement	excluded
five	four	incidental occupancies	life estate	named
open	personal property	residential	renters	risks
Special	trust			

	0 000.0	51 515 5			
9.	All Hamaawaar	s Dolicy forms (ove	cont the Tanant Fo	urm Dolicy HO / HC	) 1/2 and Condo
9.		-	•	orm Policy HO-4, HC	
	_	-		is an occupant of a	_
				amily units and wh	ch is used
	exclusively for _		pı	rposes.	
10.	According to eli	gibility rules, a Ho	meowners Policy	cannot be issued to	cover the
	structure of a m	obile home, traile	r home, or house	trailer. It may only b	e issued to cover
			_located in these	structures on a Ren	ters Form Policy.
11.				vith the Additional	
				nsured" for Coverage	e A - Dweiling,
	Coverage B - Ot	her Structures, an	d premises liabilit	y.	
12.	A relationship ir	n which one party	holds property fo	the benefit of anot	her party is calle
	a(n)		·		
13.	A client may est	ablish a(n)		to "gift" h	er home to
	a child. The hon	ne's ownership is s	split between the	giver" and the giver	's child, the
	"receiver."				
Dir	ections: Read e	ach statement an	d indicated wheth	ner it is True or False	).
1.	The HO-2 provice perils basis.	les coverage for th	ne residence and p	personal property or	n a broad named
		True		False	
2.	The HO-2 policy underwriting gu		older properties, de	epending on each c	arrier's
		True		False	

3.	The HO-2 policy provides	s building replacement costs bu	t excludes liability.
		True	False
4.		HO-3 policy, building coverage is covered on an actual cash value	
		True	False
5.	The most popular and co	ommonly used by carriers of Hor	meowners Policies is the HO-3.
		True	False
6.	The HO-3 is designed for family residence.	someone who rents or leases a	n apartment or single or multi-
		True	False
7.	•	al property on an open perils for personal liability coverage.	m with replacement cost loss
		True	False
8.	The HO-6 policy is issued used exclusively for resid	d to owners of condominium or ential purposes.	cooperative units which are
		True	False
9.	•	r a Dwelling Policy, the HO-8 is v and possibly in need of repairs.	vritten for owner-occupied
		True	False

# **Section 2: The Homeowners Policy Structure and Definitions**

### The First Steps in the Policy



### Knowledge Check



You are reviewing a new Homeowners Policy written for your client, Elyssa Brown. Using the Declarations Page snapshot below, identify the who, what, when, and where of the Declarations Page.

Who:	 	 	
What:		 	
When:			
Where:			

ABC Insurance Company				
Homeowner Insurance Declaration Page				
Alysa Brown 1234 National Alliance Dr. Austin, TX 76502				
Policy Number: HTX00463 15 29 00 Policy Effective Date: 01/05/20x1 12:01 a.m. Policy Expiration Date: 01/05/20x2 12:01 a.m.		Homeowner 00 03		
Property Location Address: 555 River Road Lane, Aust	in, TX 76502			
Policy Coverage	Limit of Liability	Premium		
(Section I - Property)				
Coverage A - Dwelling Coverage B - Other Structures	\$ 434,000 \$ 43,400	\$ 1,969		
Coverage C - Personal Property	\$ 217,000			
Coverage D - Loss of Use	\$ 130,200			
(Section II - Liability)				
Coverage E - Personal Liability	\$ 500,000			
	1.	The same		

# **Policy Definitions**

"motor vehicle"	<b>A.</b> the part of a policy where the effective and expiration dates of coverage are indicated
Declarations Page	<b>B.</b> a reference to the "named insured" on the Declarations Page
_ "named insured"	C. sickness or disease
_ Agreement	D. a trailer attached to a private passenger auto
_ "you" and "your"  "bodily injury"	E. the part of a policy that provides detailed information about a client
_	F. loss of services
	<b>G.</b> a party specifically named in an insurance contrast the Insured as distinguished from one protect under a policy whether so named or not
	H. where the promise an insurance company make an Insured is stated
fined in the Homeowr	what is considered a "business," and what is ners Policy to ensure coverage throughout the ed correctly. What are some questions you can ask you

#### Who Is An Insured?

#### Check-In

**Directions:** Write the letter of each example under the correct header.



Is An Insured

- A. Person(s) named in the Declarations
- B. Unnamed spouse who moved out of the home
- C. Foster child
- **D.** A 30-year-old adult child who lives outside the home
- E. An old friend who is visiting for the weekend
- F. A neighbor's child invited over for a play date
- **G.** A 19-year-old child away at college for the semester



### **Knowledge Check**



Directions: Explain the importance of accuracy when identifying the "named insured" in the Declarations Page, including why naming both spouses or domestic partners on the policy is important.

#### What is an Insured Location?

#### What Could Go Wrong?

You have a client who questions the coverage details in his Homeowners Policy written for the dwelling he owns and lives in. You help him understand that under the terms of his policy,



whether coverage exists depends on whether the place where an accident occurs is an "insured location." Your client asks you for examples of locations where coverage would and would not apply.

You provide five examples of locations. Coverage would apply in all of the examples but one. Which example would leave your client unprotected were an accident to happen?

	A hotel room the client stays in over a week	kend	
	A storage unit down the street from where excess family furniture	your client lives where he stor	es
	A condominium in Colorado that your clien years ago	nt's parents left him in their wi	II two
	A vacant lot your client purchased as an inv	vestment	
Г	The cemetery plots your client purchased la	ast year for himself and his spo	ouse

#### Check-In



It is important to understand what an "insured location" is and is not in order to ensure coverage throughout the policy is understood and applied correctly.

**Directions:** Write the letter of each example under the correct term.

nsured Ition

- **A.** Location(s) named in the Declarations
- B. A new residence purchased and leased to others
- C. Hotel room "you" rented while on vacation
- **D.** A boat dock used in connection with the "residence premises"
- **E.** A second home purchased five years prior which is not named in the policy
- F. Hotel event room rented for demonstrating home organization units "you" build and sell
- **G.** Vacant land owned in another state

### Section 2 Self-Quiz

**Directions:** Complete each item. For fill-in-the-blank item, select from the following terms. Some terms may be used more than once or not at all.

Agreement	motor vehicle	effective	employees
expiration	insureds	named insured	occurrence
bodily Injury	residence premises	quotation marks	tangible

1.	The Declarations Page on a Homeowners Policy includes the named person			
	or persons to be insured, the location of the insured property, and the			
	and dates of			
	coverage.			
2.	The section of a Homeowners Policy outlines the			
	promise an insurance company makes to an insured.			
3.	around a word or phrase in a Homeowners Policy			
	indicate that the word or phrase is defined in the Definitions section of policy.			
4.	Loss of services is included in "".			
5.	The words "you" and "your" refer to the "" on the			
	Declarations Page and the spouse if the spouse is a resident of the same household.			
6.	A "" is a self-propelled land or amphibious vehicle			
	capable of operating on land.			
7.	A labor leasing agency has a contract with a "named insured." The agency sends severa			
	individuals to cater a wedding reception at the insured's home. Under the terms of a			
	Homeowners Policy, the caterers are			
8.	An "" is an accident that results in bodily injury or			
	property damage that occurs during a policy period.			

#### Section 2: The Homeowners Policy Structure and Definitions

9.	"Property damage" refers to physical injury to, destruction of, or loss of use of property.
10.	" include the one-family dwelling where a
	policy holder resides; a two-, three-, or four-family dwelling where a policy holder resides in at least one of the family units; or any part of any other building where a policyholder resides; and which is shown as the "" in the Declarations.
Dir	ections: For each question, check the box(es) which apply.
11.	Check the example(s) of an aircraft, as aircraft are defined in a Homeowners Policy.  a contrivance that transports passengers by air
	a mechanical device that flies but does not transport people or cargo
12.	An activity engaged in for money or other compensation is defined as a "business." Check each exception to this definition under the terms of a Homeowners Policy.
	an activity for which no "insured" receives more than \$5,000 in total compensation for the 12 months before the beginning of a policy period
	volunteer activities for which no money is received other than payment for expenses incurred to perform the activity
	providing home day care services for which no compensation is received, other than the mutual exchange of such services
	the rendering of home day care services to a relative of an "insured"
13.	Check each example of an "insured" under the terms of a Homeowners Policy.
	a resident who is a relative of the "insured"
	a resident under the age of 21 who is in the "insured's" care
	a resident under the age of 21 who is in the care of a resident relative of the "insured's"
	a relative of the "insured's" who leaves the "insured's" residence to attend school and is under the age of 24

# **Section 3: The Homeowners Policy Section I – Property Coverages**

### **Section I – Property Coverages**

### Check-In Directions: Write the letter of the coverage section (all forms except the HO-14) that applies to each description. Some coverage sections will apply more than once. A. Covered Property B. Limit for Property At Other Locations C. Special Limits Of Liability °ø D. Property Not Covered 1. Special limits are established for a variety of property categories. 2. Property is covered while owned or used by an "insured" anywhere in the world. 3. Property on part of the "residence premises" occupied by an "insured" is covered. 4. Coverage is limited for property that is usually located at an "insured's" residence other than the "residence premises." 5. Personal property owned by a quest or "residence employee" while the property is in any residence occupied by the "insured" is covered. 6. Uncovered property categories are identified. 7. Theft coverage is excluded for property at any other residence owned, rented, or occupied by an "insured" except while the "insured" is temporarily living there. 8. After a loss and at the request of the "insured," personal property owned by others while the property is on part of the "residence premises" occupied by an "insured" is covered.

#### Check-In



**Directions:** Read each description. Then write the letter of the related coverage which may provide some protection.

A. Debris Removal E. Property Removed I. Collapse F. Loss Assessment **B.** Reasonable Repairs J. Ordinance Or Law C. Trees. Shrubs And **K.** Grave Markers **G.** Glass or Safety Glazing Other Plants Material **D.** Fire Department H. Landlord's Furnishings Service Charge 1. private fire department charges a client to save their property outside the jurisdictional limits of the responding fire department 2. a tarp is placed on a damaged portion of a roof until permanent repairs can be made 3. costs associated with removing debris from trees felled by wind, hail, or the weight of winter precipitation 4. covers the cost of appliances in a regularly rented "residence premises" 5. lightning splits a tree 6. additional coverage up to \$2,000 to cover shared costs under the terms of a Homeowners Association 7. covers costs related to the enforcement of an ordinance or law 8. covered property is removed before a covered peril endangers the property 9. additional coverage up to \$5,000 of the actual cash value of damage to a grave marker 10. covers costs for repairing damage caused by the falling down or caving in of a building or part of a building due to one or more named perils 11. covers the cost of glass breakage



### Knowledge Check

	the th
After observing structural changes within his home, a client hired an inspector. The inspector confirmed that the foundation was damaged and explained	
that a number of neighboring homeowners had similar problems. An investigation the problem had led inspectors to an oil and natural gas extraction site. Drilling the injection of high-pressure water caused earth <u>tremors</u> that extended across geographic area, which included your client's neighborhood. Your client is seeking for repairs. What will you say to him?	and a large

### **Section I – Perils Insured Against**

#### Check-In

**Directions:** Select True or False.



An insured homeowner maintains the heat in her residence, but the plumbing freezes. The physical loss to property is covered.

True False

2. An insured homeowner's residence is under construction when thieves remove uninstalled kitchen cabinetry and plumbing. The physical loss to property is covered.

True False

3. An insured homeowner has a work assignment that requires her to be abroad for 30 days. While she is working outside the country, vandals graffiti her home's exterior. The physical loss to property is covered.

True False

4. An insured homeowner's hot-water tank, which is stored in a utility closet in the home's garage, leaks. The homeowner cleans up the water and has the tank repaired. Weeks later, mold is discovered within the walls of the utility closet where the tank is stored. The physical loss to property is covered.

True False

5. An insured homeowner hires a service to conduct an environmental assessment. Service representatives detect high levels of radon in several rooms in the house, primarily in the kitchen, bathrooms, and basement. Remediation is required. The physical loss to property is covered.

True False



### **Knowledge Check**



A client asks you to explain what types of losses are covered on their HO-3 Policy for Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property. What do you say?

### **Section I – Exclusions**



### **Knowledge Check**

You've provided a Homeowners (HO-3) quote to a prospective client, but as they were reviewing it, they noticed a premium quoted for something called Water Back-up/Sump Discharge coverage with a limit of \$20,000. The prospect advises they are not in a flood zone and do not have any issues with water around the home. Whexclusion should you discuss and what might you say to help the prospect understand the important coverage you've added to their Homeowners Quote?	

### **Section I – Conditions**

#### Check-In

**Directions:** Match each condition to its correct category.



1.	No Benefit to Bailee	A carrier will not be liable in any one loss for more than the amount of an "insured's" interest at the time of loss.
2.	Recovered Property	A carrier defines the conditions for replacement cost without deduction to buildings covered under Coverage A or B.
3.	Other Insurance and Service Agreement	An insurance company does not recognize assignments or grants that benefit an individual or organization that holds, stores, or moves property for a fee.
4. 5.	Policy Period  Loss Settlement	The insurance carrier establishes the consequences of any recovered property for which they have already made payment, whether the property is recovered by the "insured" or by the company.
6.	Our Option	The insurance carrier agrees to adjust all losses with the "insured."
7.	Concealment or Fraud	An insurance carrier will pay only that part of the total of all loss payble that exceeds the deductible amount shown in the Declarations.
<ul><li>8.</li><li>9.</li></ul>	Deductible  Loss Payment	The insurance carrier describes the extent of its obligations should an "insured" have other insurance or a service plan, such as a home warranty.
10. Insurable Interest and Limit of Liability		The insurance carrier retains the right to repair or replace any part of damaged property with material or property of like kind and quality if the carrier gives the "insured" written notice within 30 days of receiving a signed, sworn proof of loss.
		The insurance carrier declares that it will provide no coverage to an "insured," whether before or after a loss, if the "insured" has intentionally concealed or misrepresented information, engaged in fraudulent conduct, or made false statements related to the insurance.
		The insurance carrier states that the policy applies only to loss that occurs during the policy period.



## **Knowledge Check**

Your client contacts you and advises that embers from their fireplace caused fire damage. As a result, carpeting in the living room and the couch are irreparably marred. Your client has a \$500 deductible. How much do you expect the HOMEOWNERS 03 - SPECIAL FORM to pay for this claim?

	Replacement Cost	Actual Cash value
Carpet	\$3,500	\$1,500
Couch	\$1,500	\$500

How much would be paid for this claim?

#### Check-In



**Directions:** Write the letter of each item on the right under the correct loss settlement header according to the Loss Settlement condition

for a Homeowners 3 - Special Form.

Actual Cash Value	Replacement Cost

- A. Carpeting of the home
- B. Detached guest house in the back yard
- **C.** Aluminum awning installed from the roofline over hanging the attached deck
- **D.** The dwelling
- **E.** The refrigerator
- F. Personal clothing and furniture
- G. Wooden privacy fence

Check-In					
<b>Directions:</b> Apply what you know abolimitations, and the Loss So					
coverage on his home valued at \$250,0	y a falling tree. He carried <b>\$150,000</b> of insurance <b>000</b> . The total cost to repair damage is <b>\$20,000</b> . <b>\$12,000</b> . Emilio had moved from the home and of the same year.				
Is the damage covered?					
If the claim is covered, how much will the policy pay?					



## **Knowledge Check**



**Directions:** Review the scenario below and use everything you've learned so far to discuss replacement cost and the loss settlement policy

condition with your client.

It is important to understand how loss settlement can hinder claim payments and hurt a client if proper coverage limits are not selected.

A client calls and informs you that they purchased a new prir like to obtain insurance. You perform a replacement cost eva from home inspection and/or appraisal, property assessment relevant information. The RCE is \$350,000. You provide your quote with \$350,000 Coverage A, but the client says "My mo \$250,000 and that's all I'd like to insure my home for." Using about the Homeowners Policy up to now, what important poclient to help them understand replacement cost and his po	luation (RCE) using information is, and other accurate and client with a Homeowners rtgage loan amount is only everything you've learned pints will you discuss with your

# **Section 3 Self-Quiz**

**Directions:** Use the word bank to fill in the blanks. Words may be used more than once.

open perils	exclusions	other structures	penalty
Ordinance or Law	named perils	dwelling	replacement cost
actual cash value	loss settlement		

1.	The condition details which property will receive
	and which will receive replacement cost value (RCV).
2.	The loss settlement condition sets forth an important requirement that buildings must
	be insured to at least 80% of their at the time of a
	loss or a will apply to a loss to damaged property.
3.	The Special Personal Property endorsement can be used on the HO-4 Tenant form to broaden Perils Insured Against to
4.	Coverage - C Personal Property is insured against on
	all Homeowners Forms, except the HO-5 and HO-14.
5.	The unendorsed Homeowners Policy excludes coverage for
	except as provided in Section I - Additional Coverage
6.	are policy provisions which limit or restrict coverage.
7.	An attached garage is covered under coverage, while
	a detached garage is covered under coverage.
Dir	rections: Read each statement. Then circle True or False.
1.	Certain property classes (Jewelry, Firearms, and Silverware) have limited coverage for
	theft but are covered up to the full Coverage C limit of liability for any other covered loss
	True False
2.	The value or cost of land is included in Coverage A - Dwelling.

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Section 3: The Homeowners Policy Section I - Property Coverages

		True	False
3.	Vandalism and maliciouthan 90 days.	s mischief is covered on dwelling	gs that have been vacant for less
		True	False
4.	limit of liability, the clien	ent condition, for losses greater to twill receive actual cash value of the building is replaced.	
		True	False
5.	Collapse is not covered e for certain named perils.	except as provided in Section I -	Additional Coverages and only
		True	False
Dir	rections: Select the corre	ect Answer	
1.	The Basic Limit for Cover \$100,000  Selected by the "insuling \$150,000  50% of Coverage E -		neowner 3 - Special Form is:
2.	The Basic Limit for Cover Form is:  50% of Coverage A  \$10,000  \$1,000  10% of Coverage A	age B - Other Structures under	the Homeowner 3 - Special
3.	Coverage C - Personal Pr Special Form.	operty has a Basic Limit of	under the Homeowner 3 -
	10% of Coverage A o	r \$1,500, whichever is greater.	
	30% of Coverage A		
	\$50,000		
	50% of Coverage A		

#### Section 3: The Homeowners Policy Section I - Property Coverages

4.	The Homeowner 3 - Special form includes as a basic limit of coverage for Coverage D - Loss of Use:
	Loss of Use is not covered
	30% of Coverage A
	20% of Coverage A
	\$30,000
5.	What is the Coverage C - Personal Property limit of liability for Renter/Tenant forms (HO-4 and HO-14)?
	\$50,000 minimum
	☐ The limit is selected by the "insured"
	50% of Coverage E - Personal Liability

# **Section 4: The Homeowners Policy** Section II – Liability Coverages

## **Section II – Liability Coverages**

#### Check-In



**Directions:** Read each statement and indicate whether it is True or False.

1. Laura visits a hospital after falling off a ladder while removing a dead limb from a tree in her own backyard. Medical payments for the visit are covered under Section II - Liability Coverages of her Homeowners Policy.

> True **False**

2. Ali invites a neighbor to her home to assist in repairing a vintage car. Ali breaks a toe when the neighbor drops a toolbox on her foot. Medical treatment for Ali's broken toe is covered under Section II - Liability Coverages of her Homeowners Policy.

> True False

3. Under the terms of Coverage E - Personal Liability, an insurance carrier promises to pay up to the carrier's limit of liability for "bodily injury" or "property damage" for which an "insured" is held liable.

> True False

4. An insurance carrier's duty to settle or defend a suit ends once the limit of liability for an "occurrence" has been exhausted by payment of a judgment or settlement, even if the "insured" is liable beyond the limit of liability.

> True **False**

5. Under the terms of Coverage F - Medical Payments to Others, an insurance carrier provides medical coverage to "residence employees."

> **False True**



## **Knowledge Check**

A client calls to alert you to a possible liability claim. He hired a pest-control service to inspect his home. During the visit, the service representative claims he fell and injured himself because the family dog, an aged golden retriever, chased him. Explain how Defense coverage provided by Coverage E - Liability applies in this situation.

## **Section II – Exclusions**

#### What Could Go Wrong?

You over hear your co-worker, Jeff, advising a client that they do not need to have a Personal Auto Policy on an old truck that is "just sitting in the driveway" because the client says it is dead but



plans to fix it eventually. Jeff says that the Homeowners Policy will provide motor vehicle liability coverage for a vehicle in dead storage on an "insured location." What could go wrong?

Nothing, Jeff correctly interpreted the term "dead storage" even though it is not defined in the Homeowners Policy.
"Dead storage" is not defined in the policy and Jeff may have created an E&O by advising the client motor vehicle liability will apply.
Jeff should have asked more questions to determine of the vehicle is actually considered in "dead storage."

#### What Could Go Wrong?

Jay and his daughter enjoy fishing, hiking, and camping in a national forest near their hometown. The daughter suggests that her father purchase an ATV to ride on their camping trips. Jay



responds to her suggestion with, "Great idea! That'll be fun." What could go wrong?



- Jay and his daughter are fine. Owned ATV's are provided liability coverage from the Homeowners Policy anywhere the insured takes them.
- The Homeowners Policy does not provide Personal Liability or Medical Payments to Others coverage for the use of owned recreational vehicles of this type when located off of an "insured location."



**Directions:** Review the scenarios below and decide how the unendorsed

Homeowner Policy Liability Coverage will respond to the

following loss scenarios.

#### Example #1

Sarah and Mike bought their four-year-old son a new 12-volt battery-powered four-wheeler. On the way to the neighborhood, Mike watched his son go "super fast," but he knew better: the toy would only go five miles per hour, just one to two mph faster than the average adult walking speed. Oops! Mike's son is suddenly distracted by a puppy, and runs into the leg of a jogger causing the jogger to fall resulting in a deep gash to her knee. Which of the following describes how the Homeowners Policy will respond to this loss?

	There will only be coverage under Coverage F - Medical Payments to Others
	There will be no Personal Liability or Medical Payments coverage because the motorized toy is considered a "motor vehicle" and off an "insured location"
	Good news! Because the motorized toy is designed for a child under seven years old and does not exceed five mph the policy will respond with Personal Liability and Medical Payments coverage.
Examp	ole #2
comm cart fo has to neight insurar	not a new Golf Cart for father's day! Even though he lives within a private golfing faunity, he just doesn't have time for the golf course today so he takes the golf or a spin around the neighborhood with his neighbor buddy to show it off. Mike make a sudden stop to avoid what could be a very damaging pot hole, and the por hits his head hard enough to cause a deep cut above his eye. Mike calls his note agent. How might Mike's agent expect his unendorsed Homeowners Policy bond to this loss?
	As long as the owned golf cart is not registered, or required to be registered, for public road use, Personal Liability and Medical Payments coverage from Mike's Homeowners Policy will apply because Mike is using his golf cart within his private community.
	The agent fears there is no liability coverage because the "Motor Vehicle Liability" exclusion only provides coverage exception for owned vehicles on an "insured location" unless it's a toy vehicle designed for children under seven years old.
	The agent believes Personal Liability and Medical Payments coverage only applies to owned Golf Carts when the vehicle is being parked, stored, or used

on a golfing facility by the "insured" while playing a game of golf.



**Directions:** Fill in the table according to how an "insured" may possess a

"watercraft" to discover how Homeowners liability coverages will

apply.

Does coverage for "watercraft liability" apply?

Type of	Dataila	Posse	ession of Wate	ercraft
Watercraft	Details	Owned	Rented	Borrowed
Cailing vessel	Less than 26 ft. in length			
Sailing vessel	26 ft. or more in length			
Powered	25 horsepower or less			
by engines or motors	More than 25 horsepower			
(including water jet pump)	More than 25-hp outboard engine or motor: if acquired and owned by an insured <u>DURING</u> the policy period, coverage will be provided during the policy period if intent to insure the craft is made in writing within 45 days of acquiring the watercraft,  OR			
	if acquired and owned by the insured <u>BEFORE</u> the policy period but declared at policy inception.			

#### What Should You Do?

Amelia, your client's personal house manager, is injured at your client's secondary lake home (not listed on the Declarations) while accompanying a plumber hired to service the location. Your client calls to inform you of the accident. As the their agent, what should you do?







"aircraft liability"	"expected"	"property damage"
"bodily injury"	handicapped person	"residence employee"
business	"Insured"	"watercraft"
communicable disease	"intended"	"watercraft liability"
controlled substance	"motor vehicle"	

1.	Liability Coverages E and F do <i>not</i> apply to a(n)that is registered for use on public roads or property.	
2.	If Part 1 of the "motor vehicle liability" exclusion does <i>not</i> apply, to coverage for "motor vehicle liability" unless the "motor vehicle" at occurrence is designed for and used to assist a(n)	the time of an
3.	Coverages E and F do <i>not</i> apply to is opera for a prearranged or organized race.	
4.	There is no liability coverage forliability."	_ or "hovercraft
5.	Liability Coverages E and F do <i>not</i> apply to "bodily injury" or "propis or the injury or damage arises from an "Insured's" use of reasonable persons or property.	unless
6.	Liability Coverages E and F do <i>not</i> apply to "bodily injury" or "proparises from or in connection with a(n)	

Cł	neck-In (continued)
7.	Liability Coverages E and F do <i>not</i> apply to "bodily injury" or "property damage" that occurs on premises owned, rented to, or rented to others by a(n)
8.	Liability Coverages E and F do <i>not</i> apply to "bodily injury" or "property damage" that arises from the transmission of a(n) by an "insured."
9.	Liability Coverages E and F do <i>not</i> apply to "bodily injury" or "property damage" related to the use, sale, manufacture, delivery, transfer or possession of a(n)
10.	Coverage E - Personal Liability does <i>not</i> apply to
	to property rented to, occupied, or used by or in the care of an "Insured."
11.	Coverage E - Personal Liability does <i>not</i> apply to
	to any person eligible to receive any benefits voluntarily provided or required to be provided by an "Insured" under specific laws.
12.	Coverage F - Medical Payments To Others does <i>not</i> apply to a
	if the "bodily injury" occurs off the "insured
	location" and does not arise from or in the course of the person's employment by an "insured."



### **Knowledge Check**

An insurance agency calls a customer to discuss the customer's upcoming Homeowners insurance renewal. During the conversation, the customer tells the agent that she has recently converted one of her bedrooms into a photography studio and has started a new family portrait photography business.

What exclusions for Personal Liability and Medical Payments coverage in the Homeowners Policy might you advise your client on about their new venture?

# Section II – Additional Coverages

#### Check-In

**Directions:** Read each scenario. Then circle Yes or No.



1. An Insured is using a popular app-based e-scooter in the city runs into a small child, causing injury. The parents of the child sue your insured for the injuries. A sum within the limit of liability is awarded but the insurance company experienced a systems error which caused a delay in payment and the court has now awarded post-interest judgement.

Will the insurance carrier pay?

Yes No

2. While visiting some friends for an outdoor barbeque, your client's four-year-old child took off into their friend's home with a burst of energy. While running around the home the child excitedly kicked a ball into a 75-inch OLED television.

Will the insurance carrier pay?

Yes No



### **Knowledge Check**

Your clients, the Jones family, purchased a new home that is part of a homeowners association (HOA). During a neighborhood watch meeting, your client hears stories from other property owners about a past lawsuit against the HOA that resulted in each of them paying a Loss Assessment fee of \$3,000. A child was playing in one of the neighborhood parks and a rotted board broke causing the child to fall and resulted in serious injuries. Having never lived within an HOA before, your client calls you and asks what coverage they have under their Homeowners Policy for Loss Assessment and how much coverage they can get, what will you advise?

\_\_\_\_\_

# **Section II – Conditions**

## Check-In



**Directions:** Read each statement on the left and match it to the

appropriate condition shown on the right. Some conditions may

be used more than once.

An "insured" is required to notify the insurance carrier or its agent in the case of an "occurrence."	<ul><li>A. Concealment or Fraud</li><li>B. Limit of Liability</li></ul>
Insurance provided by the policy is excess over other valid and collectible insurance.	C. Other Insurance
The insurance carrier does not provide coverage to an "insured" who intentionally	<b>D.</b> Bankruptcy of an "Insured"
conceals or misrepresents facts or circumstances.	E. Duties After "Occurrence"
An "insured" is obligated to cooperate with	F. Suit Against Us
the insurance carrier in an investigation, settlement, or defense of a claim or suit.	<b>G.</b> Policy Period
Under Coverage E, the insurance carrier's total liability for all damages resulting from any one "occurrence" will not exceed the coverage identified in the Declarations Page.	
With respect to C. Damage To Property Of Others under Section II - Additional Coverages, an "insured" must submit a sworn statement of loss to the insurance carrier within 60 days after the loss.	
The insurance carrier will provide coverage even if the "insured" is declared bankrupt or insolvent.	
The Homeowners Policy's effective dates of coverage	
No action can be brought against the insurance carrier unless there has been full compliance with all of the terms under Section II - Conditions.	



# **Knowledge Check**

	0			
after another person	med in a lawsuit along wit I was seriously injured in a conditions in the policy w	suspicious accident du	ring a	

### **Sections I and II Conditions**

#### Check-In



**Directions:** Read each statement. Then circle True or False.

Under the Liberalization Clause, the insurance carrier can make automatic changes to an "insured's" coverage if the implementation date occurs 60 days prior to or during the policy period stated in the Declarations.

> False True

2. Under the terms of Cancellation condition, when the insurance carrier cancels a policy, the "insured" receives a pro-rated refund for the premium for the time period between cancellation and the policy's expiration date.

> True False

3. Under the terms of the Nonrenewal condition, the insurance carrier sends the most expedient form of notification, whether by email, fax, mail, or through a delivery service.

> True False

4. An insurance company must give written consent before a policy assignment is valid

> True False

5. An insurance company may cancel a policy if an "insured" fails to pay the premium.

True False

6. An insurance company may cancel a policy only if the policy is not a renewal and has been in effect for no more than 60 days.

> True False



## **Knowledge Check**



**Directions:** Answer the following questions based on details you recall from policy conditions.

- 1. The Homeowners Insurance Company decides to cancel a newly written policy because of the condition of the home. The policy has been in effect for 45 days. How many days' notice is the company required to give the insured?
- \_\_\_\_\_
- 2. How many days' notice would the insurance company have to provide if the policy was being non-renewed?

## **Section 4 Self-Quiz**

**Directions:** Read each statement. Then select True or False.

1. In insurance, protection from liability means protection against claims arising from injuries to people and damage to property.

> True False

2. For Section II - Personal Liability of a Homeowners Policy, you and residents of your household are the only "insureds."

> True **False**

3. In Coverage E - Personal Liability of a Homeowners Policy, a person under the age of 21 who is in your care or the care of a resident of your household who is your relative is an "insured."

> False True

4. An "insured location" is the "residence premises" and parts of other premises, other structures and grounds used by you as a residence, and which is shown in the Declarations or is acquired by you during the policy period for your use as a residence.

> True **False**

5. Under the terms of a Homeowners Policy, bodily harm, sickness or disease, including required care, loss of services and death that results are examples of physical losses.

> True **False**

6. Under the terms of a Homeowners Policy, physical injury to, destruction of, or loss of use of tangible property is described as property damage.

> True False

7. Under the terms of a Homeowners Policy, an insurance carrier will pay up to the carrier's limit of liability for the damages for which an "insured" is legally liable and provide a defense at the carrier's expense by counsel of the insured's choosing.

> **True False**

8. Coverage F - Medical Payments To Others applies to the "insured" or regular residents of the "insured's" household, other than "residence employees."

> True False

9. Liability coverage is provided for "motor vehicles" designed for recreational use off public roads and not owned by an "insured."

	True		False
10.	All owned watercraft under 50-hor Liability Coverages.	rsepower are provided c	coverage for Section II -
	True		False
11.	Liability Coverages E and F apply to or in connection with a "business" of	3 3 3 1 1	3
	True		False
12.	Coverage E - Personal Liability does to, occupied by, or used by or in the fire, smoke, or explosion.		
	True		False
13.	Under the terms of Section II - Add addition to the limit of liability incl Property of Others, and loss assess	ude claims expenses, fi	<u> </u>
	True		False
14.	Under the terms of a Homeowners damage" intentionally caused by a		
	True		False
15.	In Section II - Conditions of the Ho for all damages related to an "occu the Declarations Page under Cover	ırrence" will not exceed	
	True		False
16.	Under the terms of Nonrenewal, ar policy.	n insurance carrier retaii	ns the right not to renew a
	True		False

# **Answer Key**

# **Dwelling Policies: Eligibility**

What Could I Do?
Imagine one of your clients unexpectedly inherits a large sum of money from a relative. The client decides that she wants to put the money to work in real estate. She explains to you that she plans to buy a second home, rent it out until the market value increases, and then sell it to make a profit. What could you recommend that your client does to protect her second home until she sells it?
Buy a separate Homeowners policy for the second home.
Cover the second home using endorsements to the Homeowners Policy she owns for her first home.
☑ Buy a Dwelling Policy for the second home.





1. An insurance professional can use the Dwelling Policy Program to insure homes that are ineligible for a Homeowners Policy.

True False

2. Homeowners and Dwelling Policies are equally restrictive, making either option suitable for most clients.

True



Underwriting guidelines for Dwelling Policies tend to be less restrictive than those applied to a Homeowner Policy.

3. To be eligible for a Dwelling Policy, a structure like the one in the photograph must be attached to the ground, meaning it must be permanently located.



True

False

4. Dwelling Policies are most often used for tenant-occupied dwellings.

True

False

5. To qualify for coverage under a Dwelling Property Policy, there can be no more than three roomers or boarders per unit.

True

False

There can be no more than five roomers or boarders per unit.



## **Knowledge Check**

Your client remodeled her family home to contain five one-bedroom apartments. Each apartment has a fully functional kitchen and its own bathroom. Three of the apartments are occupied by tenants, one is vacant, and your client resides in the remaining apartment.

Your client is seeking insurance recommendations. What will you say to her?

#### Sample Answer:

Eligibility varies by carriers. However, when considering the ISO Dwelling Property Policy, the client is NOT eligible for coverage. Why? Because there are five apartments! The ISO Dwelling Form eligibility is for no more than four units.

# The Coverages and Limitations of Dwelling Policies

Check-In				
Dir	rections: Read each stater	ment. Then decide if it is True c	or False.	
1.	A Declarations Page is pa	rt of a Dwelling Property Policy	<i>'</i> .	
		True	False	
2.	Perils Insured Against in t weight of snow, ice, or sle	he DWELLING PROPERTY 2 - E et.	BROAD FORM include the	
		True	False	
3.	An endorsement is an am	nendment or addition to the la	nguage in a policy contract.	
		True	False	
4.	Liability and medical payr Property Policy.	ments coverages are automatio	cally included in a Dwelling	
		True	False	
	The Personal Liability (DL Program is to pick up liak	24 01) endorsement must be u pility.	used if a Dwelling Policy	
5.	The DWELLING PROPERT personal property.	Y - 3 SPECIAL FORM offers aut	omatic coverage for	
		True	False	
	There is no automatic cov Forms.	verage provided for Personal P	roperty for any of the DP	



### **Knowledge Check**

A client purchases an old Victorian home with a wrap-around porch. The home has endured decades of harsh winters. The appliances and utilities in the home are aged but in working condition. Which Dwelling Property Form should you recommend to your client? Explain why.

#### Sample Answer:

The home may be eligible for all three Dwelling Property Forms, but the carrier underwriter should be consulted to determine which form should be used for the risk.

- The carrier will have the least amount of risk if the DP-1 Basic Form is used. This form will provide the client with basic named perils (only two, unless endorsed with extended coverage).
- The carrier accepts greater risk with the DP-2 Broad Form, as this form provides the client with broader named perils (16 named perils), but the risk is still manageable.
- With the DP-3 Special Form, the carrier has the greatest risk of claim occurrence, as this form provides OPEN perils coverage with exclusions. The DP-3 has the most coverage, but likely the most restrictive underwriting guidelines. The aging home may not qualify for a DP-3.

## **Homeowners Policy: Eligibility**

#### Check-In

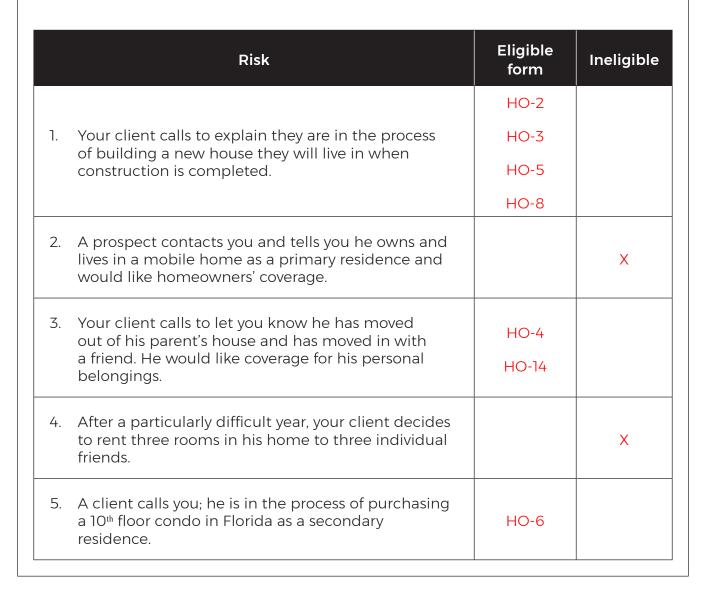
**Directions:** Review the following scenarios and consider which

Homeowners Policy form you client may be eligible for.

Write the Homeowners Policy form(s) if the risk is eligible.

Place an X in the column for ineligible if the risk is not eligible for a

homeowner form.



1. The first scenario is eligible for HO-2, HO-3, HO-5, HO-8. Dwellings under construction are eligible for a Homeowners Form when the home is going to be occupied by the owner and the policy is written in the name of the owner-occupant.

- 2. The second scenario is not eligible for a Homeowners Policy. Mobile homes are not eligible to be written under a Homeowners Policy. The agent would seek coverage under a dwelling fire form or specialty mobile home form.
- The third scenario is eligible for a HO-4 and HO-14. The client is not the owner of the dwelling where he will reside, he is a tenant. The HO-4 policy will provide coverage for his personal belongings and personal liability.
- The fourth scenario is not eligible for a Homeowners Policy due to the number of roomers being more than two.
- 5. The fifth scenario is eligible for an HO-6 Policy. Seasonal or secondary owner-occupied dwellings are eligible for the Homeowners Policy program. The HO-6 for will be used for condominiums.

#### What Could Go Wrong?

Imagine that one of your clients decides to move in with his girlfriend. The girlfriend already owns a nice place, so the two decide that the easiest thing to do is to live in her house.



After moving his property into the house, your client and his girlfriend begin discussing how much property they both own. They also wonder whether there is enough insurance on her policy to cover it all. What could go wrong in this situation?

☐ The girlfriend doesn't have enough insurance on her Homeowners Policy	to
cover the property of both herself and your client.	

	,				
$\checkmark$	Your client's	property won	t be covered	on his girlfriend	l's policy

#### **Explanation:**

These situations are common and often confusing. For unmarried couples, each should consider securing and keeping his/her own Homeowners Policy. The owner of the home insures the home and his/her personal property on a typical Homeowners Policy. The non-owner insures her/his own personal property on a Homeowners Policy that is specifically designed for non-owner occupants (think renters).





1. Two co-owners occupy separate units in a triplex. Each has their own entrance. A Homeowners Policy may be written for both co-owners.

True



If co-owners occupy two or more of the units, each with a separate entrance, then a Homeowners Policy can be written for one of the owners. The ADDITIONAL INSURED - RESIDENCE PREMISES endorsement should be used, and a renters policy should be written for the second owner.

2. A co-owner is not a "named insured" on the other owner's Homeowners Policy. Endorsement ADDITIONAL INSURED - RESIDENCE PREMISES is added to the policy. The endorsement recognizes the co-owner as an "insured" for Coverage A - Dwelling, Coverage B - Other Structures, and premises liability.

True

False

3. A client forms a trust and then purchases a home identifying the trust as the property's owner. Although she is the named insured on the new Homeowners Policy, she chooses not to occupy the house. Instead, she allows her son and daughter-in-law to occupy the new home. The Homeowners Policy protects the trustor's insurable interests.

True



For coverage to apply, a trustor must occupy the home and be the named insured on the Homeowners Policy.

4. A client occupies a residence at the time of impending retirement. To avoid having his home considered an asset under the terms of Medicaid eligibility, the owner establishes a life estate, sharing the ownership of his home with his adult daughter. To protect his daughter's insurable interests, the client must attach an ADDITIONAL INSURED ENDORSEMENT - RESIDENCE PREMISES endorsement to his Homeowners Policy.

True

False

5. A client has sold his home in a lease-to-own agreement. The buyer is ineligible for a Homeowners Policy until all terms of the agreement have been satisfied and the deed for the property has passed into his hands.

True



A Homeowners Policy may also be issued to a purchaser-occupant(s) who has entered into a long-term installment contract for the purchase of a dwelling.



## **Knowledge Check**



A client is a grantor of her trust. She seeks a Homeowners Policy through you and is the named insured on the policy. What must she do to be sure her and her trust's insurable interests are covered?

#### Sample Answer:

The Homeowners Policy will be written in the client's name. The TRUST COVERAGE endorsement should be added to her policy to protect the liability interest of the trust with respect to the residence premises.

## **Homeowner Policy Coverage Forms**



## **Knowledge Check**

**Directions:** Match each Homeowners Coverage Form to its purpose.

- D BROAD FORM (HO 00 02)
- A SPECIAL FORM (HO 00 03)
- C CONTENTS BROAD FORM (HO 00 04)
- F COMPREHENSIVE FORM (HO 00 05)
- UNIT-OWNERS FORM (HO 00 06)
- B MODIFIED COVERAGE FORM (HO 00 08)
- E CONTENTS COMPREHENSIVE FORM (HO 00 14)

- **A.** provides coverage for the residence and other structures on an open perils basis, and coverage for personal property on a named perils basis
- **B.** provides the least coverage; pays only actual cash value (ACV) on both dwelling and personal property losses
- **C.** provides coverage for residential condominium units
- **D.** provides coverage for the residence and personal property on a broad named perils basis
- **E.** provides coverage for someone who rents or leases an apartment or single or multifamily residence on an open perils form with replacement cost loss settlement
- **F.** provides coverage for the residence, other structures, and personal property on an open perils basis; is often used for higher value dwellings and/or to provide clients with options for broader coverage
- **G.** provides coverage for someone who rents or leases an apartment or single or multi-family residence on a named perils basis for with ACV loss settlement

## **Section 1 Self-Quiz**

**Directions:** Complete each item.

Name two approaches for insuring personal residential exposures.

#### **Dwelling Property Policies**

#### Homeowners Policies

2. Which word describes both a) a private residence with any attached structures such as garages, decks, or porches, and b) a building or structure occupied by renters?

#### Dwelling

3. Underwriting guidelines for Dwelling Policies tend to be less stringent than those applied to a Homeowner Policy. Select True or False.



**False** 

- 4. Check each example of a dwelling.
  - a private residence with no more than four apartments
  - **▼** a private residence under construction
  - a town- or rowhouse
  - a mobile or trailer home

**Directions:** Select terms from the box to fill in the blanks.

Basic	Broad	co-owner	endorsement	excluded
five	four	incidental occupancies	life estate	named
open	personal property	residential	renters	risks
Special	trust			

- 1. Dwelling policies are most often used for dwellings occupied by renters.
- 2. Private offices, teaching studios, and private schools located on the premises of a dwelling are examples of incidental occupancies.
- 3. What is the maximum number of roomers or boarders per unit if a dwelling is to qualify for coverage under a Dwelling Property Policy? five
- 4. The three Dwelling Property Forms provided by the Insurance Services Office (ISO), Inc., are: Basic Form, Broad Form, and Special Form.
- 5. Which factor differentiates the three Dwelling Property Form options? <u>risks</u>
- 6. Under the terms of a policy with open perils of loss, a loss is covered unless it is excluded.
- 7. A(n) endorsement is an addition to language in a policy contract that affects coverage.
- 8. Under the terms of a(n) <u>named</u> perils policy, the peril must be on the list for a loss to be covered. For a(n) <u>open</u> perils policy, the loss is covered unless the policy says it is not in the exclusions.
- 9. All Homeowners Policy forms (except the Tenant Form Policy HO-4, HO-14, and Condo Form Policy HO-6) may be issued to an owner who is an occupant of a dwelling that contains one to four family units and which is used exclusively for residential purposes.

- 10. According to eligibility rules, a Homeowners Policy cannot be issued to cover the structure of a mobile home, trailer home, or house trailer. It may only be issued to cover personal property located in these structures on a Renters Form Policy.
- 11. A HOMEOWNERS 3 SPECIAL FORM (HO3) policy with the Additional Insured -Residence Premises endorsement adds the second co-owner (who is not a "named insured" on the HO 3) as an "insured" for Coverage A - Dwelling, Coverage B - Other Structures, and premises liability.
- 12. A relationship in which one party holds property for the benefit of another party is called a(n) trust.
- 13. A client may establish a(n) life estate to "gift" her home to a child. The home's ownership is split between the "giver" and the giver's child, the "receiver."

**Directions:** Read each statement and indicated whether it is True or False.

1.	The HO-2 provides coverage for the residence and personal property on a broad nar perils basis.			
	True	False		
2.	The HO-2 policy is used to cover older puunderwriting guidelines.	roperties, depending on each carrier's		
	True	False		
_				

The HO-2 policy provides building replacement costs but excludes liability.

True False

The HO-2 policy provides building replacement cost and includes personal liability.

4. Under the terms of the HO-3 Policy, building coverage is on a replacement cost basis and personal property is covered on an actual cash value (ACV) basis.



5. The most popular and commonly used by carriers of Homeowners Policies is the HO-3.

False True

6. The HO-3 is designed for someone who rents or leases an apartment or single or multi-

	family residence.			
	True	False		
	The HO-3 is used to insure owner-occupie for the residences or buildings, and name		erage	
7.	The HO-4 covers personal property on an open perils form with replacement cost loss settlement and provides personal liability coverage.			
	True	False		
	The HO-4 provides coverage on a named settlement on personal property. The new replacement cost loss settlement.			
8.	The HO-6 Policy is issued to owners of corused exclusively for residential purposes.	ndominium or cooperative units which a	are	
	True	False		
9.	Like the underwriting for a Dwelling Police dwellings that are older and possibly in ne	•	ed .	
	True	False		

# **Section 2: The Homeowners Policy** Structure and Definitions

### The First Steps in the Policy



### **Knowledge Check**



You are reviewing a new Homeowners Policy written for your client Elyssa Brown. Using the Declarations Page snapshot below, identify the who, what, when, and where of the Declarations Page.

Who: Alysa Brown

Homeowner 3 (Special form), Dwelling Coverage \$434,000 What:

When: Policy period is January 5th 20x1 at 12:01 am, expiring one year later

Where: 555 River Road Lane, Austin, TX 76502 (do not mistake the mailing address for the

location address)

Did you notice that the named insured's name is spelled incorrectly? Be sure to check for errors!

ABC	CInsurance Company	
Homeowners Insurance Declarations Page		age
Alysa Brown 1234 National Alliance Dr. Austin, TX 76502		
Policy Number: HTX00463 15 29 00 Policy Effective Date: 01/05/20x1 Policy Expiration Date: 01/05/20x2	12:01 a.m.	Homeowners 00 03
Property Location		
Address: 555 River Road Lane, Austi	n, TX 76502	
Policy Coverage	Limit of Liability	Premium
(Section I - Property)		
Coverage A - Dwelling	\$ 434,000	\$ 1,969
Coverage B - Other Structures	\$ 43,400	
Coverage C - Personal Property	\$ 217,000	
Coverage D - Loss of Use	\$ 130,200	
(Section II - Liability)		
Coverage E - Personal Liability	\$ 500,000	

# **Policy Definitions**

#### Check-In

V

**Directions:** Write the letter of each definition next to the correct term. Some terms have more than one correct answer.

- \_\_\_\_ "motor vehicle"
- A, E Declarations Page
- \_\_\_\_\_ "named insured"
- \_\_H\_ Agreement
- \_\_\_B\_\_ "you" and "your"
- <u>C, F</u> "bodily injury"

- **A.** the part of a policy where the effective and expiration dates of coverage are indicated
- **B.** a reference to the "named insured" on the Declarations Page
- C. sickness or disease
- D. a trailer attached to a private passenger auto
- **E.** the part of a policy that provides detailed information about a client
- F. loss of services
- **G.** a party specifically named in an insurance contract as the insured as distinguished from one protected under a policy whether so named or not
- **H.** where the promise an insurance company makes to an insured is stated

#### Section 2: The Homeowners Policy Structure and Definitions



### **Knowledge Check**

It is important to understand what is considered a "business" and what is not, as defined in the Homeowners Policy, to ensure coverage throughout the policy is understood and applied correctly. What are some questions you can ask your client to correctly assess their activities?

#### Sample answer:

What is your primary occupation?

What other ways do you make money, other than your primary occupation?

Do you ever work from home? Where?

What volunteer activities do you participate in?

Tell me about your hobbies?

Do you own or have you sold mineral rights from your residence premises?

### Who Is An Insured?

#### Check-In

**Directions:** Write the letter of each example under the correct header.



Not An insured	Is An Insured
B.	A.
D.	C.
E.	G.
F.	

- A. Person(s) named in the Declarations
- **B.** Unnamed spouse who moved out of the home
- C. Foster child
- **D.** A 30-year-old adult child who lives outside the home
- **E.** An old friend who is visiting for the weekend
- **F.** A neighbor's child invited over for a play date
- **G.** A 19-year-old child away at college for the semester

### What Is an Insured Location?

#### What Could Go Wrong?

You have a client who questions the coverage details in his Homeowners Policy written for the dwelling he owns and lives in. You help him understand that under the terms of his policy,



whether coverage exists depends on whether the place where an accident occurs is an "insured location." Your client asks you for examples of locations where coverage would and would not apply.

You provide five examples of locations. Coverage would apply in all of the examples but one. Which example would leave your client unprotected were an accident to happen?

- A hotel room the client stays in over a weekend
- A storage unit down the street from where your client lives where he stores excess family furniture
- A condominium in Colorado that your client's parents left him in their will two years ago
- A vacant lot your client purchased as an investment
- The cemetery plots your client purchased last year for himself and his spouse

#### Check-In



It is important to understand what an "insured location" is and is not in order to ensure coverage throughout the policy is understood and applied correctly.

**Directions:** Write the letter of each example under the correct term.

Not An insured Location	Is An Insured Location
B.	A.
D.	C.
E.	G.
F.	

- A. Location(s) named in the Declarations
- **B.** A new residence purchased and leased to others
- C. Hotel room "you" rented while on vacation
- **D.** A boat dock used in connection with the "residence premises"
- **E.** A second home purchased five years prior which is not named in the policy
- **F.** Hotel event room rented for demonstrating home organization units "you" build and sell
- G. Vacant land owned in another state

#### Section 2: The Homeowners Policy Structure and Definitions



### **Knowledge Check**



Directions: Read the scenarios and identify who are "insured(s)" and what are the "insured location(s)." Explain your answers.

Kyle is the named insured on a Homeowners Policy insuring 123 A Street. He gets married to Casey, and they foster two children, ages three and five. Casey is not added to the policy.

#### Sample answer:

- Kyle is the named insured; he is a "you" and he is an "insured."
- When he marries Casey, as a resident spouse, Casey becomes a "you," and thus, is an "insured."
- The children are residents in the care of Kyle and Casey, and they're under 21; they are "insureds."
- 123 A Street is the "residence premises," and therefore, is an "insured location."
- 2. Two years later, after adopting the children, Kyle and Casey separate. Casey moves to 456 B Drive. The children spend equal time between their parents.
  - Kyle is still the named insured on the policy; he is a "you" and he is an "insured."
  - The adopted children are Kyle's relatives and residents of his home, and therefore, they are "insureds."
  - Casey is still married to Kyle, but not a resident of the same household; she is no longer an "insured."
  - 456 B Drive is not an "insured location" since (1) it is not on the Declarations, and thus, not a "residence premises," and it was not newly acquired during the policy period, and (2) Casey is no longer a "you."

### **Section 2 Self-Quiz**

**Directions:** Complete each item. For fill-in-the-blank item, select from the following terms. Some terms may be used more than once or not at all.

Agreement	motor vehicle	effective	employees
expiration	insureds	named insured	occurrence
bodily Injury	residence premises	quotation marks	tangible

- 1. The Declarations Page on a Homeowners Policy includes the named person or persons to be insured, the location of the insured property, and the <a href="effective">effective</a> and <a href="expiration">expiration</a> dates of coverage.
- 2. The <u>Agreement</u> section of a Homeowners Policy outlines the promise an insurance company makes to an insured.
- 3. Quotation marks around a word or phrase in a Homeowners Policy indicate that the word or phrase is defined in the Definitions section of policy.
- 4. Loss of services is included in "bodily injury".
- 5. The words "you" and "your" refer to the "named insured" on the Declarations Page and the spouse if the spouse is a resident of the same household.
- 6. A "motor vehicle" is a self-propelled land or amphibious vehicle capable of operating on land.
- 7. A labor leasing agency has a contract with a "named insured." The agency sends several individuals to cater a wedding reception at the insured's home. Under the terms of a Homeowners Policy, the caterers are <a href="employees">employees</a>. An "occurrence" is an accident that results in bodily injury or property damage that occurs during a policy period.
- 8. "Property damage" refers to physical injury to, destruction of, or loss of use of <u>tangible</u> property.

#### Section 2: The Homeowners Policy Structure and Definitions

9. "Residence premises" include the one-family dwelling where a policy holder resides; a two-, three-, or four-family dwelling where a policy holder resides in at least one of the family units; or any part of any other building where a policyholder resides; and which is shown as the "residence premises" in the Declarations.

**Directions:** For each question, check the box(es) which apply.

"insured's"

is under the age of 24

10.	Check the example(s) of an aircraft, as aircraft are defined in a Homeowners Policy.
	a mechanical device that flies but does not transport people or cargo
11.	An activity engaged in for money or other compensation is defined as a "business." Check each exception to this definition under the terms of a Homeowners Policy.
	✓ an activity for which no "insured" receives more than \$5,000 in total compensation for the 12 months before the beginning of a policy period
	volunteer activities for which no money is received other than payment for expenses incurred to perform the activity
	providing home day care services for which no compensation is received, other than the mutual exchange of such services
	✓ the rendering of home day care services to a relative of an "insured"
12.	Check each example of an "insured" under the terms of a Homeowners Policy.
	✓ a resident who is a relative of the "insured"
	$\overline{m{ec{ec{v}}}}$ a resident under the age of 21 who is in the "insured's" care
	$\checkmark$ a resident under the age of 21 who is in the care of a resident relative of the

a relative of the "insured's" who leaves the "insured's" residence to attend school and

# **Section 3: The Homeowners Policy Section I – Property Coverages**

### **Section I – Property Coverages**

### Check-In **Directions:** Write the letter of the coverage section (all forms except the HO-14) that applies to each description. Some coverage sections will apply more than once. A. Covered Property B. Limit for Property At Other Locations C. Special Limits Of Liability D. Property Not Covered C 1. Special limits are established for a variety of property categories. 2. Property is covered while owned or used by an "insured" anywhere in the world. 3. Property on part of the "residence premises" occupied by an "insured" is covered. В 4. Coverage is limited for property that is usually located at an "insured's" residence other than the "residence premises." 5. Personal property owned by a guest or "residence employee" while the property is in any residence occupied by the "insured" is covered. 6. Uncovered property categories are identified. 7. Theft coverage is excluded for property at any other residence owned, rented, or occupied by an "insured" except while the "insured" is temporarily living there. 8. After a loss and at the request of the "insured," personal property owned by others while the property is on part of the "residence premises" occupied by an "insured" is covered.

#### Check-In



**Directions:** Read each description. Then write the letter of the related coverage which may provide some protection.

A. Debris Removal **E.** Property Removed I. Collapse J. Ordinance Or Law **B.** Reasonable Repairs F. Loss Assessment C. Trees. Shrubs And **K.** Grave Markers **G.** Glass or Safety Glazing Other Plants Material **D.** Fire Department H. Landlord's Furnishings Service Charge D 1. a private fire department charges a client to save their property outside the jurisdictional limits of the responding fire department B 2. a tarp is placed on a damaged portion of a roof until permanent repairs can be made A 3. costs associated with removing debris from trees felled by wind, hail, or the weight of winter precipitation H 4. covers the cost of appliances in a regularly rented "residence premises" C 5. lightning splits a tree F 6. additional coverage up to \$2,000 to cover shared costs under the terms of a homeowners' association agreement 7. covers costs related to the enforcement of an ordinance or law E 8. covered property is removed before a covered peril endangers the property K 9. additional coverage up to \$5,000 of the actual cash value of damage to a grave marker 10. covers costs for repairing damage caused by the falling down or caving in of a building or part of a building due to one or more named perils G 11. covers the cost of glass breakage



### **Knowledge Check**

After observing structural changes within his home, a client hired an inspector. The inspector confirmed that the foundation was damaged and explained that a number of neighboring homeowners had similar problems. An investigation of the problem had led inspectors to an oil and natural gas extraction site. Drilling and the injection of high-pressure water caused earth tremors that extended across a large geographic area, which included your client's neighborhood. Your client is seeking coverage for repairs. What will you say to him?

#### **Sample Answer:**

Tremors are classified as earth movements. Damages from earth movement are not covered, though losses associated with fire, explosion, or theft from these movements are. Because it is the house's foundation that is damaged and not an acceptable loss, there is no coverage for repairs.

### **Section I – Perils Insured Against**

#### Check-In

**Directions:** Select True or False.



 An insured homeowner maintains the heat in her residence, but the plumbing freezes. The physical loss to property is covered.

True False

Loss caused by freezing of plumbing is not covered unless heat in the building is maintained. (A.2.c.(1))

2. An insured homeowner's residence is under construction when thieves remove uninstalled kitchen cabinetry and plumbing. The physical loss to property is covered.

True False

No coverage is provided for a loss related to theft in or to a residence under construction. This also includes construction-related materials and supplies. (A.2.c.(3))

3. An insured homeowner has a work assignment that requires her to be abroad for 30 days. While she is working outside the country, vandals graffiti her home's exterior. The physical loss to property is covered.

True False

Vandalism and Malicious Mischief is not covered only when the home has been vacant for 60 consecutive days immediately before the loss (A.2.c(4)).

4. An insured homeowner's hot-water tank, which is stored in a utility closet in the home's garage, leaks. The homeowner cleans up the water and has the tank repaired. Weeks later, mold is discovered within the walls of the utility closet where the tank is stored. The physical loss to property is covered.

True False

5. An insured homeowner hires a service to conduct an environmental assessment. Service representatives detect high levels of radon in several rooms in the house, primarily in the kitchen, bathrooms, and basement. Remediation is required. The physical loss to property is covered.

True False

Radon is a pollutant, and causes of loss related to pollution under Section I - Perils Insured Against 2.c.(6) are NOT covered. [A.2.c.(6).(e)]



### **Knowledge Check**



A client asks you to explain what types of losses are covered on their HO-3 Policy for Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property. What do you say?

#### Sample Answer:

The Homeowners 3 - Special Form insures against direct physical loss on an open perils basis for Coverages A and B, meaning all perils are covered, except those which the policy says are excluded. Excluded losses are found in both Perils Insured Against and Section I -Exclusions.

For Coverage C, direct physical loss is provided on a named perils basis, meaning only the causes of losses named in the policy are covered. Consider any of the 16 named perils: fire, lightning, freezing, smoke, etc.

### Section I – Exclusions



### Knowledge Check

You've provided a Homeowners (HO-3) quote to a prospective client, but as they were reviewing it, they noticed a premium quoted for something called Water Back-up/Sump Discharge coverage with a limit of \$20,000. The prospect advises they are not in a flood zone and do not have any issues with water around the home. What exclusion should you discuss and what might you say to help the prospect understand the important coverage you've added to their Homeowners Quote?

#### Sample Answer:

Explain to the prospect that damage to the dwelling or personal property which is caused by Water (Exclusion A.3) is an exclusion in the Homeowners Policy. This exclusion not only excludes Flood, which is water at or below the surface of the ground, but also excludes water that backs-up into the house from drains, sewers, or sump pumps. These water backups could be caused by blocked drain lines. Adding the endorsement for Water Back-up ensures that the prospect will not be completely without coverage for such damage caused by water back-up, though the endorsement does not add back any coverage for Flood, as a separate Flood policy should be obtained..

### **Section I – Conditions**

#### Check-In

**Directions:** Match each condition to its correct category.



- 1. No Benefit to Bailee
- 2. Recovered Property
- 3. Other Insurance and Service Agreement
- 4. Policy Period
- 5. Loss Settlement
- 6. Our Option
- 7. Concealment or Fraud
- 8. Deductible
- 9. Loss Payment
- 10. Insurable Interest and Limit of Liability

- 10 A carrier will not be liable in any one loss for more than the amount of an "insured's" interest at the time of loss.
- 5 A carrier defines the conditions for replacement cost without deduction to buildings covered under Coverage A or B.
- 1 An insurance company does not recognize assignments or grants that benefit an individual or organization that holds, stores, or moves property for a fee.
- The insurance carrier establishes the consequences of any recovered property for which they have already made payment, whether the property is recovered by the "insured" or by the company.
- \_\_9\_\_ The insurance carrier agrees to adjust all losses with the "insured."
- 8 An insurance carrier will pay only that part of the total of all loss payble that exceeds the deductible amount shown in the Declarations.
- The insurance carrier describes the extent of its obligations should an "insured" have another insurance or a service plan, such as a home warranty.
- 6 The insurance carrier retains the right to repair or replace any part of damaged property with material or property of like kind and quality if the carrier gives the "insured" written notice within 30 days of receiving a signed, sworn proof of loss.
- The insurance carrier declares that it will provide no coverage to an "insured," whether before or after a loss, if the "insured" has intentionally concealed or misrepresented information, engaged in fraudulent conduct, or made false statements related to the insurance.
- The insurance carrier states that the policy applies only to loss that occurs during the policy period.



### **Knowledge Check**

Your client contacts you and advises that embers from their fireplace caused fire damage. As a result, carpeting in the living room and the couch are irreparably marred. Your client has a \$500 deductible. How much do you expect the HOMEOWNERS 03 - SPECIAL FORM to pay for this claim?

	Replacement Cost	Actual Cash value
Carpet	\$3,500	\$1,500
Couch	\$1,500	\$500

How much would be paid for this claim? \$1,500

#### Check-In



**Directions:** Write the letter of each item on the right under the correct loss settlement header according to the Loss Settlement condition

for a Homeowners 3 - Special Form.

Actual Cash Value	Replacement Cost
A.	B.
C.	D.
E.	
F.	
G.	

- A. Carpeting of the home
- B. Detached guest house in the back yard
- **C.** Aluminum awning installed from the roofline over hanging the attached deck
- **D.** The dwelling
- **E.** The refrigerator
- F. Personal clothing and furniture
- G. Wooden privacy fence

#### Check-In



**Directions:** Apply what you know about property coverage, exclusions,

limitations and the Loss Settlement condition.

Emilio's house was damaged in April by a falling tree. He carried **\$150,000** of insurance coverage on his home valued at **\$250,000**. The total cost to repair damage is **\$20,000**. The actual cash value of the damage is **\$12,000**. Emilio had moved from the home and it remained unoccupied since January of the same year.

Is the damage covered?

If the claim is covered, how much will the policy pay?

Damage to Emilio's home is covered even though the home was unoccupied. Coverage exclusions and limitations that apply to vacancy pertain to Glass or Safety Glazing Material and Vandalism and Malicious Mischief. Freezing of plumbing, heating, air conditioning, fire protective sprinklers, or household appliances will not be covered if heat was not maintained in the home or the water supply was not shut off and systems drained.

Emilio did not insure his home to 80% of replacement cost or higher. The Loss Settlement condition, Part D.2.b. will apply.

$$\frac{\text{Did}}{\text{Should}} \times \text{Loss} \quad \frac{\$150,000}{\$200,000 \ (80\% \ \text{of } \$250,000)} = 0.75 \times \$20,000 = \$15,000$$

Emilio's homeowners policy will pay \$15,000. The policy will not pay full repair cost of the damage because Emilio did not carry adequate coverage limits of at least 80% of the dwelling's replacement cost. Since ACV of the damage is lower than the penalty amount, the policy will pay the higher penalized loss amount of \$15,000.



### **Knowledge Check**



**Directions:** Review the scenario below and use everything you've learned so far to discuss replacement cost and the loss settlement policy

condition with your client.

It is important to understand how loss settlement can hinder claim payments and hurt a client if proper coverage limits are not selected.

A client calls and informs you that they purchased a new primary residence for which they'd like to obtain insurance. You perform a replacement cost evaluation (RCE) using information from home inspection and/or appraisal, property assessments, and other accurate and relevant information. The RCE is \$350,000. You provide your client with a Homeowners quote with \$350,000 Coverage A, but the client says "My mortgage loan amount is only \$250,000 and that's all I'd like to insure my home for." Using everything you've learned about the Homeowners Policy up to now, what important points will you discuss with your client to help them understand replacement cost and his policy conditions?

- 1. Loss Settlement condition, penalty if coverage is less than 80% of the replacement cost at the time of the loss.
- 2. Cost of debris removal is included in the limit of liability of the damaged building.
- **3.** Coverages based on a percentage of Coverage A:
  - Coverage for Other Structures is 10% of Coverage A, is that enough to cover detached structures on the premises?
  - Coverage for Personal Property is 50% of Coverage A.
  - Coverage for Additional Living Expense is 30% of Coverage A. How long will it take to get permits, building plans, rebuild the home, and pass inspections?
  - Ordinance or Law coverage is 10% of Coverage A. From the moment a home construction is complete it is possible ordinances are updated/revised. Older homes are very likely to be subject to new ordinances and building codes at the time of a loss.
- 4. The dwelling loan may be \$250,000 but if the home suffers a total loss claim, it will cost more than \$250,000 to rebuild.

### **Section 3 Self-Quiz**

**Directions:** Use the word bank to fill in the blanks. Words may be used more than once.

open perils	exclusions	other structures	penalty
Ordinance or Law	named perils	dwelling	replacement cost
actual cash value	loss settlement		

- The <u>loss settlement</u> condition details which property will receive <u>actual cash value</u> and which will receive replacement cost value (RCV).
- 2. The loss settlement condition sets forth an important requirement that buildings must be insured to at least 80% of their replacement cost at the time of a loss or a penalty will apply to a loss to damaged property.
- 3. The Special Personal Property endorsement can be used on the HO-4 Tenant form to broaden Perils Insured Against to open perils.
- 4. Coverage C Personal Property is insured against <u>named perils</u> on all Homeowners Forms, except the HO-5 and HO-14.
- 5. The unendorsed Homeowners Policy excludes coverage for Ordinance or Law except as provided in Section I Additional Coverages.
- 6. Exclusions are policy provisions which limit or restrict coverage.
- 7. An attached garage is covered under <a href="Dwelling">Dwelling</a> coverage, while a detached garage is covered under <a href="Other Structures">Other Structures</a> coverage.

**Directions:** Read each statement. Then circle True or False.

1. Certain property classes (Jewelry, Firearms, and Silverware) have limited coverage for theft but are covered up to the full Coverage C limit of liability for any other covered loss.



**False** 

#### Section 3: The Homeowners Policy Section I - Property Coverages

2.	The value or cost of land is included in Coverage A - Dwelling.	
	True	False
3.	Vandalism and malicious mischief is covere than 90 days.	ed on dwellings that have been vacant for less
	True	False
4.	Under the Loss Settlement condition, for los limit of liability, the client will receive actua damages are repaired or the building is rep	I cash value on covered buildings until the
	True	False
5.	Collapse is not covered except as provided for certain named perils.	in Section I - Additional Coverages and only
	True	False
Diı	rections: Select the correct Answer	
1.	The Basic Limit for Coverage A - Dwelling up \$100,000  ✓ Selected by the "insured"  ☐ \$150,000  ☐ 50% of Coverage E - Personal Liability	nder the Homeowner 3 - Special Form is:
2.	The Basic Limit for Coverage B - Other Structure Form is:  ☐ 50% of Coverage A ☐ \$10,000 ☐ \$1,000 ☑ 10% of Coverage A	ctures under the Homeowner 3 - Special
3.	Coverage C - Personal Property has a Basic Special Form.  10% of Coverage A or \$1,500, whichever 30% of Coverage A  \$50,000	

#### Section 3: The Homeowners Policy Section I - Property Coverages

4.	The Homeowner 3 - Special form includes as a basic limit of coverage for Coverage D - Loss of Use:
	Loss of Use is not covered
	₹ 30% of Coverage A
	20% of Coverage A
	\$30,000
5.	What is the Coverage C - Personal Property limit of liability for Renter/Tenant forms (HO-4 and HO-14)?
	\$50,000 minimum
	✓ The limit is selected by the "insured"
	☐ 50% of Coverage E - Personal Liability
	☐ \$25.000

# **Section 4: The Homeowners Policy** Section II – Liability Coverages

### **Section II – Liability Coverages**

#### Check-In



**Directions:** Read each statement and indicate whether it is True or False.

1. Laura visits a hospital after falling off a ladder while removing a dead limb from a tree in her own backyard. Medical payments for the visit are covered under Section II - Liability Coverages of her Homeowners Policy.

True



Coverage F - Medical Payments to Others "does not apply to you or regular residents of your household except "residence employees."

2. Ali invites a neighbor to her home to assist in repairing a vintage car. Ali breaks a toe when the neighbor drops a toolbox on her foot. Medical treatment for Ali's broken toe is covered under Section II - Liability Coverages of her Homeowners Policy.

True



Coverage F - Medical Payments to Others "does not apply to you or regular residents of your household except "residence employees."

3. Under the terms of Coverage E - Personal Liability, an insurance carrier promises to pay up to the carrier's limit of liability for "bodily injury" or "property damage" for which an "insured" is held liable.

True

**False** 

The "insured" must be liabile, and damages must be due to either "bodily injury" or "property damage" for the policy to pay up to the limit of liability per "occurrence."

#### Check-In (continued)





4. An insurance carrier's duty to settle or defend a suit ends once the limit of liability for an "occurrence" has been exhausted by payment of a judgment or settlement, even if the "insured" is liable beyond the limit of liability.

True

False

Defense expense is in addition to the limits of liability, but this defense ends once the policy limit for the "occurrence" is exhausted by a judgment or settlement.

5. Under the terms of Coverage F - Medical Payments to Others, an insurance carrier provides medical coverage to "residence employees."



False

Coverage F - Medical Payments to Others "does not apply to you or regular residents of your household except "residence employees."



#### **Knowledge Check**

A client calls to alert you to a possible liability claim. He hired a pest-control service to inspect his home. During the visit, the service representative claims he fell and injured himself because the family dog, an aged golden retriever, chased him. Explain how Defense coverage provided by Coverage E - Liability applies in this situation.

#### Sample Answer:

The insurance carrier will take responsibility for investigating the claim to determine whether the client is potentially liable. In any case, the carrier will decide whether it is appropriate to settle the claim. If the claim goes to court, the carrier will provide a defense at their expense with counsel of their choosing.

### **Section II – Exclusions**

#### What Could Go Wrong?

You over hear your co-worker, Jeff, advising a client that they do not need to have a Personal Auto Policy on an old truck that is "just sitting in the driveway" because the client says it is dead but



plans to fix it eventually. Jeff says that the Homeowners Policy will provide motor vehicle liability coverage for a vehicle in dead storage on an "insured location." What could go wrong?

- Nothing, Jeff correctly interpreted the term "dead storage" even though it is not defined in the Homeowners Policy.
- "Dead storage" is not defined in the policy and Jeff may have created an E&O by advising the client motor vehicle liability will apply.
- In Jeff should have asked more questions to determine of the vehicle is actually considered in "dead storage."

#### What Could Go Wrong?

Jay and his daughter enjoy fishing, hiking, and camping in a national forest near their hometown. The daughter suggests that her father purchase an ATV to ride on their camping trips. Jay



responds to her suggestion with, "Great idea! That'll be fun." What could go wrong?



- Jay and his daughter are fine. Owned ATV's are provided liability coverage from the Homeowners Policy anywhere the insured takes them.
- ✓ The Homeowners Policy does not provide Personal Liability or Medical Payments to Others coverage for the use of owned recreational vehicles of this type when located off of an "insured location."

Under Section II - Exclusions "Motor Vehicle Liability," the Homeowners Policy does not provide Personal Liability or Medical Payments to Others coverage for the use of owned recreational vehicles of this type when located off of an "insured location." A separate policy for ATVs would be needed for liability insurance protection.

#### Check-In

Directions: Review the scenarios below and decide how the unendorsed

Homeowner Policy liability coverages will respond to the

following loss scenarios.



#### Example #1

Sarah and Mike bought their four-year-old son a new 12-volt battery-powered four-wheeler. On the way through the neighborhood, Mike watched his son go "super fast," but he knew better: the toy would only go five miles per hour, just one to two mph faster than the average adult walking speed. Oops! Mike's son is suddenly distracted by a puppy, and runs into the leg of a jogger, causing the jogger to fall, resulting in a deep gash to her knee. Which of the following describes how the Homeowners Policy will respond to this loss?

OII	d to this loss:
	There will only be coverage under Coverage F - Medical Payments to Others
	There will be no Personal Liability or Medical Payments coverage because the motorized toy is considered a "motor vehicle" and off an "insured location"
V	Good news! Because the motorized toy is designed for a child under seven years old and does not exceed five mph, the policy will respond with Personal Liability and Medical Payments coverage.

#### Example #2

Mike got a new golf cart for Father's Day! Even though he lives within a private golfing community, he just doesn't have time for the golf course today, so he takes the golf cart for a spin around the neighborhood with his neighbor buddy to show it off. Mike has to make a sudden stop to avoid what could be a very damaging pot hole, and the neighbor hits his head hard enough to cause a deep cut above his eye. Mike calls his insurance agent. How might Mike's agent expect his unendorsed Homeowners policy to respond to this loss?

V	public road use, Personal Liability and Medical Payments coverage from Mike's Homeowners Policy will apply because Mike is using his golf cart within his private community.
	The agent fears there is no liability coverage because the "Motor Vehicle Liability" exclusion only provides coverage exception for owned vehicles on an "insured location" unless it's a toy vehicle designed for children under seven years old.
	The agent believes Personal Liability and Medical Payments coverage only applies to owned golf carts when the vehicle is being parked, stored, or used on a golfing facility by the "insured" while playing a game of golf.

#### Check-In



**Directions:** Fill in the table according to how an "insured" may possess a

"watercraft" to discover how Homeowners liability coverages will

apply.

Does coverage for "watercraft liability" apply?

Type of	Details	Possession of Watercraft			
Watercraft	Details	Owned	Rented	Borrowed	
Cailing years	Less than 26 ft. in length	Yes	Yes	Yes	
Sailing vessel	26 ft. or more in length	No	Yes	Yes	
Powered	25 horsepower or less	Yes	Yes	Yes	
by engines or motors	More than 25 horsepower	No	Yes	Yes	
(including water jet pump)	More than 25-hp outboard engine or motor: if acquired and owned by an insured <u>DURING</u> the policy period, coverage will be provided during the policy period if intent to insure the craft is made in writing within 45 days of acquiring the watercraft,  OR  if acquired and owned by the insured <u>BEFORE</u> the policy period but declared at policy inception.				

#### What Should You Do?

Amelia, your client's personal house manager, is injured at your client's secondary lake home (not listed on the Declarations) while accompanying a plumber hired to service the location. Your client calls to inform you of the accident. As the their agent, what should you do?



#### **Explanation:**

Turn in the claim to the homeowner's insurance company; the house manager is "residence employee," thus the exclusion applicable to "bodily injury" arising out of an "Insured's" Premises Not An "Insured Location" will not apply as there is a coverage give-back at the end of exclusion E. The house manager's injury is be covered.

#### Check-In





"aircraft liability"	"expected"	"property damage"
"bodily injury"	handicapped person	"residence employee"
business	"Insured"	"watercraft"
communicable disease	"intended"	"watercraft liability"
controlled substance	"motor vehicle"	

- 1. Liability Coverages E and F do *not* apply to a(n) "motor vehicle" that is registered for use on public roads or property.
- 2. If Part 1 of the "motor vehicle liability" exclusion does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" at the time of an occurrence is designed for and used to assist a(n) handicapped person.
- 3. Coverages E and F do not apply to "watercraft liability" if at the time of an occurrence, the "watercraft" is operating in or practicing for a prearranged or organized race.
- 4. There is no liability coverage for "aircraft liability" or "hovercraft liability."
- 5. Liability Coverages E and F do *not* apply to "bodily injury" or "property damage" that is "expected" or "intended" unless the injury or damage arises from an "Insured's" use of reasonable force to protect persons or property.
- 6. Liability Coverages E and F do not apply to "bodily injury" or "property damage" that arises from or in connection with a(n) "business" conducted from an "insured location."

#### Check-In (continued)

**Directions:** Use the following terms to fill in the blanks.



"aircraft liability"	"expected"	"property damage"
"bodily injury"	handicapped person	"residence employee"
business	"Insured"	"watercraft"
communicable disease	"intended"	"watercraft liability"
controlled substance	"motor vehicle"	

- 7. Liability Coverages E and F do *not* apply to "bodily injury" or "property damage" that occurs on premises owned, rented to, or rented to others by a(n) "insured."
- 8. Liability Coverages E and F do *not* apply to "bodily injury" or "property damage" that arises from the transmission of a communicable disease by an "insured."
- 9. Liability Coverages E and F do *not* apply to "bodily injury" or "property damage" related to the use, sale, manufacture, delivery, transfer or possession of a <u>controlled</u> <u>substance</u>.
- 10. Coverage E Personal Liability does *not* apply to <u>property damage</u> to property rented to, occupied, or used by or in the care of an "Insured."
- 11. Coverage E Personal Liability does *not* apply to <u>"bodily injury"</u> to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under specific laws.
- 12. Coverage F Medical Payments To Others does *not* apply to a <u>"residence employee"</u> if the "bodily injury" occurs off the "insured location" and does not arise from or in the course of the person's employment by an "insured."



### **Knowledge Check**

An insurance agent calls a customer to discuss the customer's upcoming Homeowners insurance renewal. During the conversation, the customer tells the agent that she has recently converted one of her bedrooms into a photography studio and has started a new family portrait photography business.

What exclusions for Personal Liability and Medical Payments coverage in the Homeowners Policy might the agent discuss about the client's new venture?

#### Sample Answer:

The Business exclusion (E.2) and the Professional Services exclusion (E.3)

### **Section II – Additional Coverages**

# Check-In **Directions:** Read each scenario. Then circle Yes or No. An insured is using a popular app-based e-scooter in the city runs into a small child, causing injury. The parents of the child sue your insured for the injuries. A sum within the limit of liability is awarded but the insurance company experienced a systems error which caused a delay in payment and the court has now awarded post-interest judgment. Will the insurance carrier pay? Yes No 2. While visiting some friends for an outdoor barbeque, your client's four-year-old child took off into their friend's home with a burst of energy. While running around the home the child excitedly kicked a ball into a 75-inch OLED television. Will the insurance carrier pay? No



### **Knowledge Check**

Your clients, the Jones family, purchased a new home that is part of a homeowners association (HOA). During a neighborhood watch meeting, your client hears stories from other property owners about a past lawsuit against the HOA that resulted in each of them paying a Loss Assessment fee of \$3,000. A child was playing in one of the neighborhood parks and a rotted board broke causing the child to fall and resulted in serious injuries. Having never lived within an HOA before, your client calls you and asks what coverage they have under their Homeowners Policy for Loss Assessment and how much coverage they can get, what will you advise?

It would be best to advise that the unendorsed Homeowners Policy includes up to \$2,000 of coverage for Loss Assessments charged against them during the policy period for bodily injury and property damage or the act of an unpaid elected HOA director, officer, or trustee as long as the loss is not excluded under Section II. You also know that the Supplemental Loss Assessment endorsement is available for an additional premium that can increase the \$2,000 limit up to \$50,000.

### **Section II – Conditions**

#### Check-In



Directions: Read each statement on the left and match it to the

appropriate condition shown on the right. Some conditions may

be used more than once.

- E. An "insured" is required to notify the insurance carrier or its agent in the case of an "occurrence."
- C. Insurance provided by the policy is excess over other valid and collectible insurance.
- A. The insurance carrier does not provide coverage to an "insured" who intentionally conceals or misrepresents facts or circumstances.
- E. An "insured" is obligated to cooperate with the insurance carrier in an investigation, settlement, or defense of a claim or suit.
- B. Under Coverage E, the insurance carrier's total liability for all damages resulting from any one "occurrence" will not exceed the coverage identified in the Declarations Page.
- E. With respect to C. Damage To Property Of Others under Section II - Additional Coverages, an "insured" must submit a sworn statement of loss to the insurance carrier within 60 days after the loss.
- D. The insurance carrier will provide coverage even if the "insured" is declared bankrupt or insolvent.
- G. The Homeowners Policy's effective dates of coverage
- F. No action can be brought against the insurance carrier unless there has been full compliance with all of the terms under Section II - Conditions.

- A. Concealment or Fraud
- B. Limit of Liability
- C. Other Insurance
- **D.** Bankruptcy of an "Insured"
- E. Duties After "Occurrence"
- F. Suit Against Us
- G. Policy Period



### **Knowledge Check**



A homeowner is named in a lawsuit along with his 18-year-old resident son after another person was seriously injured in a suspicious accident during a hunting trip. Which conditions in the policy will come into play with this claim?

Limit of Liability: Though there are two "insureds" named in the liability claim, the limit of liability will not change and will apply to both "insureds" together.

Severability of Insurance: Though the limit of liability will apply with one limit for both "insureds" together, each "insured" (the parent and the son) may be treated separately to receive separate defense coverage. Coverage for Defense is provided in addition to the Limits of Liability.

**Duties After "Occurrence":** The homeowner and the son will both have obligations to the insurance carrier to aid in the process of the claim.

**Concealment or Fraud:** To ensure that any applicable coverage will apply, it is necessary that the homeowner and son do not purposefully hide or misrepresent any facts, make any false statements, or engage in any fraudulent activity.

# **Sections I and II Conditions**

Check-In				
Dir	ections:	Read each state	ement. Then	circle True or False.
1.	I. Under the Liberalization Clause, the insurance carrier can make automatic changes to an "insured's" coverage if the implementation date occurs 60 days prior to or during the policy period stated in the Declarations.			
			True	False
2.	policy, tl	he "insured" rece	ives a pro-ra	dition, when the insurance carrier cancels a ted refund for the premium for the time period s expiration date.
			True	False
3.				condition, the insurance carrier sends the most ner by email, fax, mail, or through a delivery
			True	False
4.	An insur valid.	rance company r	nust give wri	tten consent before a policy assignment is
			True	False
5.	An insur	rance company r	nay cancel a	policy if an "insured" fails to pay the premium.
			True	False
6.		rance company r n in effect for no	•	policy only if the policy is not a renewal and 60 days.
			True	False



### **Knowledge Check**



**Directions:** Answer the following questions based on details you recall from policy conditions.

1. The Homeowners Insurance Company decides to cancel a newly written policy because of the condition of the home. The policy has been in effect for 45 days. How many days' notice is the company required to give the insured?

#### 10 days

2. How many days' notice would the insurance company have to provide if the policy was being non-renewed?

#### 30 days

# Section 4 Self-Quiz

**Directions:** Read each statement. Then select True or False.

In insurance, protection from liability means protection against claims arising from injuries to people and damage to property.

> **True** False

2. For Section II - Personal Liability of a Homeowners Policy, you and residents of your household are the only "insureds."

> **True False**

3. In Coverage E - Personal Liability of a Homeowners Policy, a person under the age of 21 who is in your care or the care of a resident of your household who is your relative is an "insured."

> True **False**

4. An "insured location" is the "residence premises" and parts of other premises, other structures and grounds used by you as a residence, and which is shown in the Declarations or is acquired by you during the policy period for your use as a residence.

> True **False**

5. Under the terms of a Homeowners Policy, bodily harm, sickness or disease, including required care, loss of services and death that results are examples of physical losses.

> **True False**

6. Under the terms of a Homeowners Policy, physical injury to, destruction of, or loss of use of tangible property is described as property damage.

> True False

7. Under the terms of a Homeowners Policy, an insurance carrier will pay up to the carrier's limit of liability for the damages for which an "insured" is legally liable and provide a defense at the carrier's expense by counsel of the insured's choosing.

> **True False**

8. Coverage F - Medical Payments To Others applies to the "insured" or regular residents of the "insured's" household, other than "residence employees."

> True **False**

#### Section 4: The Homeowners PolicySection II - Liability Coverages

9.	Liability coverage is provided for "motor vehicles" design roads and not owned by an "insured."	ned for recreational use off public
	True	False
10.	All owned watercraft under 50-horsepower are provide Liability Coverages.	d coverage for Section II -
	True	False
11.	Liability Coverages E and F apply to "bodily injury" or "pr or in connection with a "business" conducted from an "i	
	True	False
12.	Coverage E - Personal Liability does not apply to "prope to, occupied by, or used by or in the care of an "insured" fire, smoke, or explosion.	
	True	False
13.	Under the terms of Section II - Additional Coverages, ac addition to the limit of liability include claims expenses Property of Others, and loss assessment.	<u> </u>
	True	False
14.	Under the terms of a Homeowners Policy, an insurance damage" intentionally caused by an "insured" who is 13	
	True	False
15.	In Section II - Conditions of the Homeowners Policy, a c for all damages related to an "occurrence" will not exce the Declarations Page under Coverage E Limit of Liabilit	ed the limit of liability stated in
	True	False
16.	Under the terms of Nonrenewal, an insurance carrier repolicy.	tains the right not to renew a
	True	False

# **Appendix**

#### Preparing for the Final Exam

# **Preparing for the Final Exam**

For many learners, test preparation is stressful. Please keep in mind that the most important measure of your knowledge will be witnessed in your service to your organization. Think of a test as a tool. Use it to come to an understanding of what you know, how it affects your work, and what more you would like to know to have even greater success in the workplace.

The testing period for the Final Exam is sixty-five minutes long. The test itself is composed of 50 multiple-choice questions that ask you to demonstrate what you know. Each question is worth two points. To pass, you are required to earn a minimum of 70 out of 100 possible points. Questions appear in the order of presentation of the topics.

Remain aware of the time as you take the test. Pace yourself and be aware that unanswered questions are considered incorrect.

### **Study Techniques**

There are some techniques you can use to help you prepare for the end-of-course test. Apply the same techniques to each chapter in your learning guide.

- Review the Section Goal.
- 2. Review each Learning Objective.
- 3. Change each header and subhead into a question. Then answer the question. For example,

Header: Characteristics of Whole Life Insurance

Question: What are some characteristics of Whole life insurance?

- 4. Review each diagram, graph, and table. Interpret what you see. Ask yourself how it relates to a specific Learning Objective.
- 5. Check your answers to each Check-In. Correct your original answers, if necessary.
- 6. Check your answers to each Knowledge Check. Consider ways to improve your original answers.
- 7. Re-read the summary at the end of each section.
- 8. Check your answers to each question in the Self-Quizzes at the end of each section. Correct your original answers, if necessary.
- 9. Review any comments, highlights, or notes you made in each section.
- 10. Rewrite important ideas in your own words. Find ways to connect those ideas to your own work experiences.

#### Preparing for the Final Exam

11. Make flash cards to help you review important vocabulary.

### **Sample Test Question**

The end-of-course test has a variety of questions similar to the ones you see below.

- 1. Your client calls to inform you that he has quit his job and has started a new home-based business. He has asked whether his homeowners' insurance will protect his business. Which of these would be the best answer regarding the coverage found in his Homeowners Policy?
  - A) The Homeowners Policy will protect his business property.
  - **B)** The Homeowners Policy provides a small amount of property coverage and no liability coverage.
  - C) The Homeowners Policy provides broad liability protection for his business.
  - D) The Homeowners Policy provides liability coverage but no property coverage.
- 2. You discover that one of your clients has left the home that you insure on a Homeowners Policy vacant. You call the client to ask how long the house has been vacant. Which of the following answers gives you the greatest concern?
  - A) seven days
  - B) two weeks
  - C) six weeks
  - D) over two months

# **Glossary of Terms**

actual cash value (ACV) property's replacement cost value, less depreciation according to the age of the property or results in a reduction in value for normal wear and tear of the property just prior to the loss.

**beneficiary** a party that receives a trust's assets when a trustor dies.

**boarders/roomers** individuals who rent rooms in a dwelling occupied by other boarders and/or the dwelling's owner; inhabitants share common spaces and kitchen facilities

**conditional contract** the insured must abide by the terms of the policy for the policy contract to be enforceable.

**Conditions** obligations required of an insured and insurance company to carry out other policy provisions

**co-ownership** dwellings owned by two individuals

**Declarations Page** the part of a policy that identifies the named insured, and includes an address, the policy period, the insured location, policy limits, and any other key information peculiar to the insured; also called the Information Page

**dwelling** a house's structure and things such as garages, decks, or porches attached to that structure

**dwellings under construction** dwellings in the course of construction

**endorsements** amendments or additions to language in a policy contract that affect coverage; also called riders

**exclusions** provisions that eliminate coverage for some types of risk

**grantor** an individual who establishes a trust

**ISO** Insurance Services Office

**incidental occupancy** a business operating within a dwelling

life estate ownership arrangement that splits ownership between the giver and receiver

long-term purchase/contract of sale ownership arrangement where the title of the property does not pass from the seller until all the terms of the installment contract have been satisfied; a "lease-to-own" type agreement

named perils coverage only for perils listed in a policy

open perils coverage for any reason not specifically excluded from a policy

(continued)

#### Glossary of Terms

**peril** an event that causes or has the potential to cause damage or loss, such as a fire or falling object

**P.I.N.E.S.** acronym used to describe the Key Condition of Duties After Loss: **P**rotect, Inventory, **N**otify, **E**xhibit, **S**ubmit

**replacement cost (RC)** cost to replace damaged property with like kind and quality at today's value

**seasonal dwellings** dwellings with continuous unoccupancy of three or more consecutive months during any one-year period

**settlor** an individual who establishes a trust

**tangible** real, physical property that you can touch, or property is physically present and is made of physical materials

**trust** a relationship in which one party holds property for the benefit of another party

trustee an individual who manages a trust; often an attorney or accountant

trustor an individual who establishes a trust; trustor, settlor, creator, or grantor