

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – ALABAMA

Throughout this Policy, the following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation. Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

However, if the property described under Section I – Property Coverages, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as set forth above is not required.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

DEFINITIONS

The following definitions are added to **HOMEOWNERS 3 – SPECIAL FORM**:

“**Carport(s)**” means metal-framed carport(s) whether or not attached to the main dwelling.

“**Pool Cage(s) or Screened Enclosure(s)**” means any structure, whether or not attached to your dwelling, enclosed by screens on more than one side, otherwise open to the weather, and not constructed and covered by the same or substantially the same materials as that of the dwelling where you reside.

SECTION I – PROPERTY COVERAGES

Under Coverage A – Dwelling

The following paragraph is added:

3. We do not cover “Carport(s)”, “Pool Cage(s) or Screened Enclosure(s)” as defined for loss due to or resulting from wind or hail.

Under COVERAGE B – Other Structures

The following paragraph is added:

4. We do not cover “Carport(s)”, “Pool Cage(s) or “Screened Enclosure(s)” as defined for loss due to or resulting from wind or hail.

SECTION I – EXCLUSIONS

Paragraph **8. Intentional Loss** is replaced by the following:

8. Intentional Loss

We do not provide coverage for any loss arising out of any act committed by or at the direction of an "insured" with the intent to cause a loss. However, if you commit an act with the intent to cause a loss, we will provide coverage to an innocent "insured" victim of domestic abuse, as defined in the "Domestic Abuse Insurance Protection Act", to the extent of that person's interest in the property when the damage is proximately related to and in furtherance of domestic abuse.

(This is Exclusion **A.8.** in Forms **HO 00 03** and **HO 00 05.**)

The following exclusion, below A.9 is added as follows:

10. CARPORT(S), POOL CAGE(S) OR SCREENED ENCLOSURE(S)

Loss or damage due to or caused by wind or hail to **CARPORT(S), POOL CAGE(S) OR SCREENED ENCLOSURE(S).**

SECTION I – CONDITIONS

Paragraph **D. Loss Settlement** is amended with new paragraph 3. as follows:

3. For “Carport(s)” “Pool Cage(s) or Screened Enclosure(s)” as specified on the Declarations Page and for which an additional premium is paid, at replacement cost, but not more than the least of the following:

- a.**The limit of liability shown in the Declarations for “Carport(s)”, “Pool Cage(s) or Screened Enclosure(s)”;
- b.**The necessary amount actually spent to repair or replace the damaged “Carport(s)”, “Pool Cage(s) or Screened Enclosure(s)”.

A loss to your property reduces our liability limit by the amount of the loss under this coverage. If the damaged property has only been partially repaired or replaced the limit will be equal to the replaced or repaired value, but not more than the value shown on the Declarations Page.

All other provisions of this policy apply.

Paragraph **H. Suit Against Us** is replaced by the following:

H. Suit Against Us

No legal action can be brought against us unless:

- 1.** There has been full compliance with all of the terms of this contract; and
- 2.** The action is brought within the time limitations prescribed under Alabama law.

SECTIONS I AND II – CONDITIONS

Paragraph **F. Subrogation** is replaced by the following:

F. Subrogation

An "insured" may waive in writing before a loss all rights of recovery against any person. However, this waiver does not apply if an "insured" is an innocent victim of domestic abuse as defined in the "Domestic Abuse Insurance Protection Act". In this case, we shall be subrogated to the rights of the innocent "insured" claimant to recover for any losses we paid for property damages.

In all other cases, if an "insured" has not waived in writing before a loss all rights of recovery against any person, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

All other provisions of this Policy apply.