

This policy is issued on behalf of those insurers that by law participate in the writings, expenses, profits and losses of the CALIFORNIA FAIR PLAN ASSOCIATION for the kind of risks insured against by this Policy. The names of such participating insurers, and the extent of their respective participations, are on file with, and may be obtained from, either the CALIFORNIA FAIR PLAN ASSOCIATION or the Insurance Commissioner of the State of California. The policy period as shown in the Declarations Page shall begin and end at 12:01 A.M. standard time at the location of the property involved.

AGREEMENT

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

DEFINITIONS

In this policy, “you” and “your” refer to the “named insured” shown in the Declarations and the spouse if a resident of the same household. “We”, “us” and “our” refer to the Company providing this insurance.

COVERAGES

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

COVERAGE A – Dwelling

We Cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
2. materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
3. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

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

COVERAGE B – Other Structures

We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or

similar connection.

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

We do not cover other structures:

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

COVERAGE C – Personal Property

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

Property not covered. We do not cover:

1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than

silverware, tickets and stamps;

2. animals, birds or fish;
3. aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft used or designed to carry people or cargo;
4. motor vehicles or all other motorized land conveyances. This includes:
 - a. their equipment and accessories; or
 - b. any device or instrument for transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (1) accessories or antennas; or
 - (2) tapes, wires, records, discs or any other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are used to service the Described Location, or are designed for assisting the handicapped.

5. watercraft, other than rowboats and canoes;
6. data, including data stored in:
 - a. books of account, drawings or other paper records; or
 - b. electronic data processing tapes, wires, records, discs or other software media.

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

7. credit cards or fund transfer cards.

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

COVERAGE D – Fair Rental Value

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

Fair Rental Value, meaning the fair rental value of that part of the Described Location rented to others, held for rental or occupied by you less any expenses that do not continue while that part of the Described Location rented, held for rental or occupied by you is not fit to live in.

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

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.

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

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

OTHER COVERAGES

- 1. Other Structures.** You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

- 2. Debris Removal.** We will pay your reasonable expense for the removal of:
 - a. debris of covered property if a Peril Insured Against causes the loss; or
 - b. ash, dust or particles from a volcanic eruption that has caused a direct loss to a building or property contained in a building.

Debris removal expense is included in the limit of liability applying to the damaged property.

- 3. Improvements, Alterations and Additions.** If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against for improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

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

- 4. World-Wide Coverage.** You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C while anywhere in the world. This coverage does not apply to property of guests or servants or to row-boats or canoes.

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

- 5. Rental Value.** You may use up to 10% of

the Coverage A limit of liability for loss of fair rental value as described in Coverage D. We will pay only 1/12 of this 10% for each month the Described Location is unfit for its normal use.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

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

This coverage:

- a. does not increase the limit of liability that applies to the covered property;
- b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.

- 7. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 5 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

- 8. Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response. This coverage is additional insurance. No deductible applies to this coverage.

PERILS INSURED AGAINST

Unless the loss is excluded in the General Exclusions, we insure for direct physical loss to the property covered caused by:

1A. Fire or Lightning.

1B. Internal Explosion, meaning explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

When a Premium for Extended Coverage is shown in the Declarations, Perils 2 through 8 are made part of Perils Insured Against.

2. Windstorm or Hail.

This peril does not include loss:

a) to the interior of a building or property contained in a building caused by rain, snow, sleet, sand or dust unless:

1) the direct force of the wind or hail damages the building causing an opening in a permanent roof or permanent wall and the rain, snow, sleet, sand or dust enters through this opening; or

2) the direct force of the wind or hail damages the building causing an opening in a temporary roof applied or temporary wall erected (after initial insured damage) to protect the property from further damage in accordance with CONDITIONS, item 4.b. of your policy and rain, snow, sleet, sand or dust enters through this opening.

b) to the following when outside of the building:

1) awnings, signs or radio or television antennas or aerials, including lead-in wiring, masts or towers; or

2) rowboats and canoes.

3. Explosion. This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril replaces Peril 1B.

4. Riot or Civil Commotion.

5. Aircraft, including self-propelled missiles and spacecraft.

6. Vehicles.

This peril does not include loss:

- a. caused by a vehicle owned or operated by you or a resident of the Described Location; or
- b. caused by any vehicle to fences, driveways and walks.

7. Smoke, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from fireplaces or from agricultural smudging or industrial operations.

8. Volcanic Eruption other than loss caused by earthquake, land shock waves or tremors.

When a Premium for Vandalism or Malicious Mischief is shown in the Declarations, the following is made part of Perils Insured Against.

9. Vandalism or Malicious Mischief.

This peril does not include loss:

- a. to glass or safety glazing material constituting a part of the building other than glass building blocks;
- b. by pilferage, theft, burglary or larceny, but, we will be liable for damage to the building covered caused by burglars; or
- c. to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

GENERAL EXCLUSIONS

- A.** We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.
- 1. Ordinance or Law**, meaning any ordinance or law:
- a.** Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris;
 - b.** The requirements of which result in a loss in value to property; or
 - c.** Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the pollutants.
- Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- This exclusion applies whether or not the property has been physically damaged.
- 2. Earth Movement**, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:
- a.** fire; or
 - b.** explosion;
- ensues and then we will pay only for the ensuing loss.
- 3. Water Damage**, meaning:
- a.** flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - b.** water which backs up through sewers or drains or which overflows from a sump; or
 - c.** water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.
- Direct loss by fire or explosion resulting from water damage is covered.
- 4. Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss or damage caused by that Peril Insured Against.
- 5. Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
- 6. War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- 7. Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
- 8. Intentional Loss**, meaning any loss arising out of any act committed:
- a.** by or at the direction of you or any person or organization named as an additional insured; and
 - b.** with the intent to cause a loss.
- B.** We do not cover loss to lawns, plants, shrubs or trees outside of buildings.

CONDITIONS

1. **Policy Period.** This policy applies only to loss which occurs during the policy period.
 2. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable Limit of Liability.
 3. **Concealment or Fraud.** With respect to all persons insured under this policy, we provide no coverage for loss if, whether before or after a loss, one or more persons insured under the policy have:
 - a. intentionally concealed or misrepresented a material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements related to this insurance.
 4. **Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done:
 - a. give immediate notice to us;
 - b. (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and
 - (3) keep an accurate record of repair expenses;
 - c. prepare an inventory of damaged personal property showing the quantity, description, and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
 - d. as often as we reasonably require, and subject to the provisions of California Insurance Code § 2071.1:
 - (1) exhibit the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies. We may request your tax returns. These documents are generally privileged against disclosure under applicable law, but may be necessary to process or determine your claim; and
 - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
 - e. submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) interest of you and all others in the property involved and all encumbrances on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of any damaged building and detailed estimates for repair of the damage;
 - (6) an inventory of damaged personal property described in 4.c.;
 - (7) records supporting the fair rental value loss.
5. **Loss Settlement.** Subject to CONDITION 2. (Insurable Interest and Limit of Liability), we will pay the following amounts for covered property losses:
 - a. **Coverages A and B Losses:** For losses to covered property described in Coverages A and/or B, the following rules apply:
 - (1) **Total Loss:** If the greater of the cost either to reconstruct or replace the damaged part of the property exceeds the actual cash value before the loss of all covered property described in Coverages A and B, we will pay such actual cash value.
 - (2) **Partial Loss:** In the case of losses that are not described in (1) above, we will pay the least of the following amounts:
 - (a) The lower of the cost either to reconstruct or replace the damaged part of

the property, less a reasonable amount for depreciation; or

(b) The actual cash value before the loss of the damaged property.

b. Coverage C Losses: For loss to covered property described in **Coverage C – Personal Property**, we will pay the cost either to reconstruct or replace the damaged part of the property, less a reasonable amount for depreciation.

c. Definitions For Coverages A, B and C Losses:

Depreciation, when taken, will include exhaustion, wear and tear and obsolescence, will be measured as of the time of loss, and will be taken separately for each damaged part of the property, not for any property taken as a whole. As used in this policy, “reconstruct” includes repair and means to restore property to the same design, size and dimensions, and at the same location as before loss, using materials identical in kind and quality; “replace” means to provide functionally equivalent, but not necessarily identical, property at the same location; the “actual cash value” of property means its fair market value.

6. Loss to a Pair or Set. In case of loss to a pair or set we may elect to:

- a. repair or replace any part to restore the pair or set to its value before the loss; or
- b. pay the difference between actual cash value of the property before and after the loss.

7. Glass Replacement. Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

8. Appraisal. If you and we fail to agree on the amount of loss, either may request an appraisal of the loss.

a. If the loss arises out of a government-declared disaster, as defined in the California Government Code, appraisal

may be requested by either party but may not be compelled.

b. If the loss does not arise out of a government-declared disaster, as defined in the California Government Code, or if the parties agree to appraisal following a government declared disaster:

(1) Each party shall choose a competent and disinterested appraiser within 20 days after a written request. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located.

(2) The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

(3) Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally.

(4) The appraisal proceedings will be informal unless you and we agree otherwise, meaning that no formal discovery will be taken during the appraisal proceeding, the formal rules of evidence will not be applied during the appraisal proceeding, and no court reporter will record the proceedings. The procedures set forth in this paragraph do not limit or expand the parties' rights set out elsewhere in the policy, and do not limit the rights of either party in the event of suit.

9. Other Insurance.

a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this

policy. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Liability under this policy bears to the Limits of Liability of all policies covering on the same basis.

- b. If there is other insurance covering the same loss or damage, other than described in (a) above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Liability.

10. Transfer to Us of Salvage, Subrogation:

In the event of loss or damage, at our option we may take as salvage any covered property, the actual cash value of which we pay under this policy. You may waive in writing, before a loss, all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

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

- 11. Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.

- 12. Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property. We may also take all, or any part, of the damaged property at the agreed or appraised value.

- 13. Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive proof of loss and:

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

- 14. Abandonment of Property.** We need not accept any property abandoned by you.

15. Mortgage Clause.

The word "mortgagee" includes trustee.

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

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

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

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date of cancellation or non-renewal takes effect.

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

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

gage and all the securities held as collateral to the mortgage debt.

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

16. No Benefit to Bailee. We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

17. Cancellation.

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated in this condition by notifying you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing shall be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may not cancel this policy solely because you have accepted our offer of earthquake coverage. However, we may cancel for any other reason by letting you know at least 20 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at anytime if it is a renewal with us, we may cancel if there has been:
 - (a) Conviction of a crime having one of its necessary elements an act increasing any hazard insured against; or
 - (b) Discovery of fraud or material mis-

- representation; or
- (c) Discovery of grossly negligent acts or omissions substantially increasing any of the hazards insured against; or
- (d) Physical changes in the insured property which result in the property becoming uninsurable.

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

- (4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary by notifying you at least 45 days before the date cancellation takes effect.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When the policy is cancelled, the return premium will be pro rata.
- d. If, when we cancel this policy, the return premium is not refunded with the notice of cancellation, we will refund it within 30 days after the date cancellation takes effect. If, when you cancel this policy, the return premium is not refunded when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

18. Non-renewal.

- a. We may elect not to renew this policy, subject to the provisions of (b) below. We may do so by delivering to you at your mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
- b. We will not refuse to renew this policy solely because you have accepted our offer of earthquake coverage.
- c. If this policy is written for a period of less than one year, we agree not to refuse to renew except at the end of an annual period commencing with the original or renewal effective date.

19. Liberalization Cause. If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through the introduction of a subsequent edition of our policy.

20. Waiver or Change of Policy Provisions.

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

21. Assignment. Assignment of this policy will not be valid unless we give our written consent.

22. Death. If you die, we insure:

- a. your legal representatives but only with the respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

23. Nuclear Hazard Clause

- a. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
- c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire

resulting from the nuclear hazard is covered.

24. Recovered Property. If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, that property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

25. Volcanic Eruption Period. One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

26. Loss Deductible Clause. The amount of deductible shown on the declarations pages of this policy shall be deducted from the amount of loss to all property covered hereunder in any one occurrence resulting from the perils insured against. However, if this policy covers more than one dwelling, the deductible shall apply separately to the amount of loss to each structure including property appertaining thereto covered hereunder.

This clause does not apply to rental value or earthquake assumption endorsement, if attached to this policy.

27. Your Right to Copies of Certain Claim Documents.

You may obtain from us, within 15 calendar days after our receipt of your written request, copies of documents that relate to the evaluation of damages. These documents may include repair and replacement estimates and bids, appraisals, scopes of loss, drawings, plans, reports, third party findings on the amount of loss, covered damages and cost of repairs, and all other valuation, measurement, and loss adjustment calculations of the amount of loss, covered damage and cost of repairs. These documents do not include attorney work product privileged documents, documents reflecting privileged confidential attorney-client communications, documents

that indicate fraud by the insured, documents that contain medically privileged information. The right to obtain documents under this paragraph will not limit or expand the parties' rights set out elsewhere in the policy, and will not limit the rights of either party in the event of a suit.

28. Adjusters. If, within a six-month period, we assign a third or subsequent adjuster to be primarily responsible for your claim, we

shall provide you with a written status report that includes a summary of any decisions or actions that are substantially related to the disposition of the claim, including the amount of losses to structures or contents, whether we have retained any design or construction professionals, the amount of coverage for losses to structures or contents, and all items of dispute.

SAMPLE

In WITNESS WHEREOF, this Association has executed and attested these presents; but this policy shall not be valid unless countersigned on the Declarations page by the California FAIR Plan Association at Los Angeles, California.

Secretary, Governing Committee

Chairman, Governing Committee

SAMPLE

California
FAIR
Plan
PROPERTY
INSURANCE

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DWELLING PROPERTY POLICY