

IMPORTANT INFORMATION REQUIRED BY THE LOUISIANA DEPARTMENT OF INSURANCE

Homeowners Insurance Policy Coverage Disclosure Summary

This form is promulgated pursuant to LSA-R.S. 22:1332

**THIS IS ONLY A SUMMARY OF YOUR COVERAGE AND DOES NOT AMEND,
EXTEND OR ALTER THE COVERAGES OR ANY OTHER PROVISIONS CONTAINED IN
YOUR POLICY. INSURANCE IS A CONTRACT. THE LANGUAGE IN YOUR POLICY
CONTROLS YOUR LEGAL RIGHTS AND OBLIGATIONS.**

READ YOUR INSURANCE POLICY FOR COMPLETE POLICY TERMS AND CONDITIONS

COVERAGE(S) FOR WHICH PREMIUM WAS PAID: Coverages for which premium was paid are displayed on your Policy Declarations and may include some or all of the Coverages listed below:

- A. DWELLING
- B. OTHER STRUCTURES
- C. PERSONAL PROPERTY
- D. ADDITIONAL LIVING EXPENSE
- E. PERSONAL LIABILITY
- F. MEDICAL PAYMENTS TO OTHERS

Deductibles

This Policy sets forth certain deductibles that will be applied to claims for damages. When applicable, a deductible will be subtracted from your total claim and you will be paid the balance subject to applicable coverage limits.

- You may be able to reduce your premium by increasing your deductible.
Contact your producer (agent) for details.

NOTICE: This Policy does set forth a separate deductible for covered losses caused by hurricane, wind, or named storm as defined in the Policy or endorsements.

Separate Deductible Example—Hurricane, Wind or Named Storm Damage.

If applicable, the following illustrates how a separate deductible applying to hurricane, wind, or named storm damage is applied under your Policy:

If the total insured value of the dwelling or Coverage A Limit is \$200,000.00 and you have a 2% hurricane, wind, or named storm deductible, then your hurricane, wind, or named storm deductible would be $\$200,000.00 \times 2\% = \$4,000.00$.

Covered loss caused by hurricane, wind or named storm:

Coverage A - Dwelling	\$15,000.00
Coverage B - Other Structures	\$ 2,500.00
Coverage C - Personal Property	\$ 3,000.00
Coverage D - Loss of Use	\$ 2,000.00
Total amount of all covered losses	\$22,500.00
Less 2% hurricane, wind or named storm Deductible	<u>\$4,000.00</u>
Net loss payment to insured	\$18,500.00

TO SEE EXACTLY HOW YOUR SEPARATE HURRICANE, WIND, OR NAMED STORM DEDUCTIBLE WILL APPLY, PLEASE REFER TO YOUR POLICY.

LIMITATIONS OR EXCLUSIONS UNDER THIS POLICY

FLOOD — Flood damage is not covered, regardless of how caused, when flood is the peril that causes the loss. Flood water includes, but is not limited to storm surge, waves, tidal water, or overflow of a body of water, whether driven by wind or not.

Flood Insurance may be available through the National Flood Insurance Program (NFIP). NFIP flood insurance may provide coverage for damage to your dwelling and/or contents subject to the coverage limits and terms of the policy.

Excess Flood Insurance may be available under a separate policy from this or another insurer if the amount of the primary flood insurance is not enough to cover the value of your property.

- You may contact your producer (agent) for more information on the NFIP and excess flood insurance.

MOLD — Damage caused by mold is not covered under this Policy unless such coverage is added by endorsement. If covered, such coverage is subject to limitations described in the endorsement.

**FOR ALL OTHER LIMITATIONS OR EXCLUSIONS REFER TO YOUR POLICY FOR
COMPLETE DETAILS ON TERMS AND PROVISIONS**

**CLAIM
FILING
PROCESS** There may be time limitations for filing a claim and filing of a satisfactory proof of loss. There may also be time limitations for repairing and replacing damaged property that could cause you to not recover the replacement cost for the insured loss of your property, if applicable.

**PAYMENT
OF
CLAIMS** Your insurance policy covers damaged property, we are therefore providing you with notice in accordance with LSA-R.S. 22:1892(B)(6)(c) that depreciation may be deducted or withheld from a covered loss to damaged property. Depending on the terms of the Policy, some losses may be based on Actual Cash Value (ACV) and other losses based on Replacement Cost Value (RCV).

- ACV is the amount needed to repair or replace the damaged or destroyed property, minus reasonable depreciation based on a combination of objective criteria, including age, and subjective assessment, including the actual condition of the property prior to loss.

- RCV involves the initial payment of the actual cash value (ACV) of a loss, and the subsequent payment of recoverable depreciation, meaning the additional amount that is actually and necessarily expended to replace, repair, or rebuild the damaged property.

Refer to your policy for the terms and conditions describing how a particular loss is to be paid.

**PAYMENT
AND
ADJUSTMENT
OF CLAIMS** Pursuant to LSA-R.S. 22:1892 and 22:1973, except in the case of catastrophic loss, the insurer shall initiate loss adjustment of a property damage claim and of a claim for reasonable medical expenses within fourteen (14) days after notification of loss by

the claimant.

In the case of catastrophic loss, the insurer shall initiate loss adjustment of a property damage claim within thirty (30) days after notification of loss by the claimant unless the Commissioner of Insurance promulgates a rule to extend the time period for initiating a loss adjustment for damages arising from a presidentially declared emergency or disaster or a gubernatorially declared emergency or disaster for up to an additional thirty (30) days. Thereafter, one additional extension of the period of time for initiating a loss adjustment may be allowed by the Commissioner of Insurance if approved by the Senate Committee on Insurance and the House Committee on insurance.

All insurers shall make a written offer to settle any property damage claim, including a third-party claim, within thirty (30) days after the receipt of satisfactory proof of loss of that claim. Except as provided below for cases of presidentially or gubernatorially declared disasters, failure to make such payment within thirty (30) days after receipt of such satisfactory written proofs and demand thereof or failure to make a written offer to settle any property damage claim, including a third-party claim, within thirty (30) days after receipt of a satisfactory proof of loss of that claim may result in a late penalty against the insurer in addition to the payment of the claim. If such failure to pay is found to be arbitrary, capricious, or without probable cause, the insurer may be subject to a penalty, in addition to the amount of the loss, of fifty percent (50%) damages on the amount found to be due from the insurer to the insured, or one thousand dollars (\$1,000.00), whichever is greater, payable to the insured, or in the event a partial payment or tender has been made, fifty percent (50%) of the difference between the amount paid or

tendered and the amount found to be due, as well as attorney fees and costs, if applicable.

In the case of a presidentially or gubernatorially declared disaster, failure to make such payment within thirty (30) days after receipt of such satisfactory written proofs and demand thereof or failure to make a written offer to settle any property damage claim, including a third-party claim, within thirty (30) days after receipt of a satisfactory proof of loss of that claim may result in a late penalty against the insurer in addition to the payment of the claim. If such failure to pay is found to be arbitrary, capricious, or without probable cause, the insurer may be subject to a penalty, in addition to the amount of the loss, of fifty percent (50%) damages on the amount found to be due from the insurer to the insured, or two thousand five hundred dollars (\$2,500.00), whichever is greater, payable to the insured, or in the event a partial payment or tender has been made, fifty percent (50%) of the difference between the amount paid or tendered and the amount found to be due, as well as attorney fees and costs, if applicable, or two thousand five hundred dollars (\$2,500.00), whichever is greater.

APPRAISAL

In accordance with LSA-R.S. 22:1892, we are providing you with notice that your policy contains an Appraisal provision.

FOR COMPLETE TERMS AND CONDITIONS, PLEASE READ YOUR POLICY.