

# STATE OF CALIFORNIA

# **Underwriting and Rate Guide Renters Program**

Renters Policy (HO-4)

Edition 8.1

# California Renters Program

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#### 1. POLICY FORMS AND DWELLING / PROPERTY LIMITS

A. Renters (Personal Property): Form 4
Personal Property Limits: Minimum: \$5,000

Maximum: \$100,000

#### 2. ELIGIBILITY

These Eligibility Guidelines are subject to the SUBMIT FOR APPROVAL and UNACCEPTABLE RISKS sections contained herein.

**NOTE:** The term "owner" includes persons purchasing a dwelling, such as under a mortgage agreement or contract of sale.

# 3. POLICY TERM

Policies will be written for a maximum of 12-month terms only. A term of less than 12-months can only be written to ensure that the policy expiration date coincides with the annual expiration date of another insurance policy held by the named insured. If the term is less than 12-months, the premium (not the fees) will be prorated. The minimum written premium still applies. Policy terms less than 6 months must be paid in full.

Direct bill premium invoicing is available, unless the term is less than 6-months. A premium invoice will be mailed directly to the insured 30-40 days prior to the monthly policy anniversary date.

The service fee is \$10 if installments are invoiced and paid manually. The service fee is \$3 if installments are paid electronically using automatic payments. The service fee does not apply to the down payment.

An insufficient funds fee of \$25 will be assessed whenever a manual check, electronic check/funds transfer or credit card transaction is unable to be processed due to the lack of sufficient funds or credit limit.

#### 4. OTHER INSURANCE

Other insurance covering the same property is permitted only when the other insurance is for perils not covered by the policy. (For example, flood insurance.)

# 5. RESTRICTION OF COVERAGE

The named insured can request a restriction on an individual policy. The circumstances or exposure must be so unusual that without the restriction the policy would not be issued. No reduction from the prescribed rate and minimum premium is allowed. Refer each request to PSIC (or its representative).

#### 6. APPLICATION AND BINDING PROCEDURES

Applications received in our office that are not postmarked within the required binding period specified above, provided all binding procedures and underwriting criteria are satisfied and approved, will be made effective the date received in our office.

- A. For policies bound online using our website rating facility:

  All application questions must be fully completed by producer and applicant. After policy has been bound and a policy number has been issued, the application must be signed by both the producer and the applicant. The application and supporting documentation will be subject to Pacific Specialty Insurance Company's (hereinafter "Pacific Specialty" or "Company") current submission procedures. Please contact Customer Service at 1-800-303-5000 with any questions.
- B. For Policies Not Bound Online (using our website rating facility)
  A Pacific Specialty application for the type of policy selected must be fully completed and mailed to the Company (or its representative). Binding is subject to acceptance of the risk by Pacific Specialty. The following provisions must be satisfied when the application is submitted:
  - 1. All underwriting rules are followed; and
  - 2. A Pacific Specialty application (including any/all necessary disclosures) is fully completed and signed by both the applicant and producer; and
  - 3. Required premium (or minimum required down payment) accompanies application; and
  - 4. All of the above referenced items are mailed to Pacific Specialty (or its representative) within the following number of days from the requested effective date:
  - If premium paid in full, 15 days
  - If direct bill payment option is requested, 5 days

An automatically populated application can be printed to sign and submit for policies that are quoted and bound online through our website facility at www.pacificspecialty.com.

If the dwelling has a woodstove, submit the application with a completed woodstove questionnaire and one photograph. Submit basis only – no binding (see Section 12. Submit for Approval, in this manual for details).

#### 7. CATASTROPHE MANAGEMENT

# A. Suspension of Binding Authority

All binding authority is automatically suspended whenever the following conditions exist in a given area:

- Impending severe local weather conditions or bulletin(s);
- When any designated\* hurricane or tropical storm is forecast to affect any portion of the state within 5 days; or
- Civil unrest.

No applications for new coverage will be accepted. No endorsements of existing policies will be accepted which will have the effect of increasing the company's exposure. Applications with an effective date/postmark combination, which would violate the prohibition(s) listed above, will be rejected and no coverage will exist. Renewals of the company's expiring policies will be issued provided there is no increase in coverage or exposure.

This temporary suspension of binding authority will remain in effect until these binding restrictions have been lifted by PSIC.

\*NOTE: A "designated" tropical storm or hurricane is a weather disturbance identified as a tropical storm, depression or hurricane by the United States National Weather Service.

# B. General (Non-Earthquake Related) Emergency Restrictions

Pacific Specialty Insurance Company may also establish discretionary restrictions on binding authority during emergency periods of potential floods, mudslides, fires, or other natural or manmade disaster emergencies. Agents who are aware of such conditions SHOULD NOT BIND COVERAGE UNTIL THEY HAVE CALLED THE COMPANY TO VERIFY THAT NO BINDING RESTRICTIONS ARE IN EFFECT.

If enacted, these emergency restrictions will be identical to those detailed in the above "Suspension of Binding Authority" section.

This temporary suspension of binding authority will remain in effect until these binding restrictions have been lifted by PSIC.

#### C. <u>Earthquake-Related Emergency Restrictions</u>

When a major earthquake occurs, PSIC (or its representative) may impose binding authority restriction on all agents in the affected area:

- 1. Binding authority will be restricted when an earthquake reading 5.0 or greater on the Richter Scale occurs.
- 2. Binding authority will be restricted for the day of the earthquake and for the 30-day period following the earthquake.
- 3. An aftershock reading 5.0 or greater on the Richter Scale will be considered a new earthquake, and will result in a new period of suspended binding authority.
- 4. The restrictions will apply to all counties located within 150 miles of the earthquake's epicenter.
- 5. The same above restrictions apply to any requests to increase coverage limits.
- 6. Renewals are not affected by these restrictions.

# D. Miscellaneous Restrictions

Pacific Specialty Insurance Company, as part of its Catastrophe Management Program, may also establish (at its discretion) temporary and/or permanent restrictions on binding authority to properly control and maintain appropriate geographic concentration levels.

# 8. INSPECTION FEE, POLICY FEE AND MINIMUM PREMIUMS

Minimum Written Premium: \$112 Policy Fee (fully earned) \$30

#### 9. COVERAGES AND AMOUNTS

General Guide Only - See Policy for Complete Coverages

Coverage C - Unscheduled Personal Property, Actual Cash Value

Perils include: Fire, Lightning, Windstorm, Hail, Explosion, Riot, Civil Commotion, Aircraft, Vehicles, Smoke, Vandalism, Malicious Mischief, Burglary, Breakage of Glass, Falling Objects, Weight of Snow, Accidental discharge of water, and Freezing of plumbing. Sublimits apply to money, securities, watercraft, trailers, jewelry, watches, furs, firearms, silverware, business property, tools, computer equipment (partial list).

Coverage D – Loss of Use 20% of Coverage C limit

Coverage E – Personal Liability – \$10,000 each occurrence. (Higher limits available)

This excludes coverage for animal liability

Coverage F – Medical Payments to Others – \$1,000 each occurrence

Coverage WC - California Mandatory Workers Compensation

#### 10. RESERVED FOR FUTURE USE

#### 11. LOSS SETTLEMENT – SECTION I

Below is a brief description of the loss settlement provisions for Section I of the policy (Please refer to the policy for a complete description of the coverage):

## **Personal Property**

The loss settlement provision for Personal Property is on an actual cash value basis with a deduction for depreciation. However, optional replacement cost loss settlement provisions can be purchased for an additional premium.

#### 12. UNACCEPTABLE RISKS

PACIFIC SPECIALTY INSURANCE COMPANY will not accept the following risks:

- 1. Boats, automobiles, recreational and utility trailers.
- 2. Unrelated individuals living together are unacceptable unless ALL are listed as named insureds (maximum 4) and their total property values are combined. No multiple families.
- 3. Any risk with declared value of more than the policy limits.
- 4. Premises that are used for seasonal or secondary residency or any risk not occupied within 10 days of inception of coverage.
- 5. More than three (3) losses/claims of any kind or more than (2) Burglary/Theft losses/claims within 3 vears.
- Any risk with a claim/loss resulting from insured's willful or malicious behavior.
- Risks with homemade wood burning stoves, wood burning stoves that are not maintained and any wood burning stove and/or attached venting that does not meet current building codes or wood stoves with reclaiming heat devices.
- 8. Units located in or near brush areas, forested areas or any area of increased fire hazard (native brush must be cleared 500 feet from premises).
- 9. Animal Liability coverage is available for liability arising from dogs, domestic cats, or birds. If purchased, coverage for the following dogs and animals is excluded:
  - a. Pit Bulls, Doberman Pincers, Rottweilers, German Shepherds, Chows, Akitas, Huskies, Malamutes, Bull Mastiffs or, Stafford Shire Terriers (including any dog that is a mixed breed that which includes any of the above listed dog breeds); or
  - b. Any dog known by breed to be vicious; or
  - c. Any animal with a previous bite history.
- 10. Risks where business is conducted on premises. When a trust is listed as an Additional Interest, a trustee or beneficiary of the trust that conducts or engages in any activities on or related to the insured location for monetary gain or compensation is unacceptable.
- 11. A trust as a Named Insured (trusts should be listed as an Additional Interest).
- 12. A trust as an Additional Interest when the Named Insured is not a trustee or beneficiary.

#### 13. OPTIONAL COVERAGES AND LIMITS

The following optional coverages and limits are available:

# A. <u>Increased Personal Liability</u>

\$25,000 each occurrence	add \$10.00
\$50,000 each occurrence	add \$25.00
\$100,000 each occurrence	add \$45.00
\$300,000 each occurrence	add \$78.00
\$500,000 each occurrence	add \$85.00

# B. Earthquake Coverage

Frame/Stucco \$4.00 per \$1000 of Coverage

Masonry \$10.00 per \$1000 of Coverage

10% Deductible applies

ATTACH: Form PO52, Homeowners Earthquake Endorsement

# C. Policy Deductibles

The following deductible options are available by adjusting the base premium as indicated below:

	Base Premium
Deductible	Adjustment
	HO-4
\$500	-10%
\$1,000	-15%
\$1,500	-20%

# D. Replacement Cost Coverage for Personal Property

Losses for personal property are settled on an actual cash value basis. For an additional charge of \$1.00 per thousand in coverage, replacement cost without deduction for depreciation is available.

ATTACH: Form PO5-HO, Replacement Cost Coverage for Personal Property

#### E. <u>Preferred Theft Coverage</u>

For a 10% surcharge to the Coverage C base premium, expanded theft coverage is available.

ATTACH: Form PO53, Preferred Theft Coverage

# F. Optional Animal Liability Limits For Acceptable Animals

Animal liability coverage is automatically excluded on all policies with the attachment of endorsement Form PM2, Animal Liability Exclusion. However, optional animal liability coverage can be purchased, as indicated in the table below. Animal liability cannot exceed the personal liability limit.

Limit	Premium
\$10,000	\$8
\$25,000	\$15
\$50,000	\$20
\$100,000	\$27
\$300,000	\$45
\$500,000	\$55

REMOVE: Form PM2, Animal Liability Exclusion, if animal liability coverage is selected.

ATTACH: Form PO14, Limited Animal Liability Coverage. Selected limit will appear on policy declarations

page.

# G. Optional Personal Computer Equipment Coverage

Additional coverage can be purchased according to the rates indicated below.

This is additional coverage with no deductible applied.

Coverage	Standard Tier	
Coverage	Limit	Rate
Personal Computer	\$0-\$10,000	\$1.00 per \$100 in
System	70-710,000	coverage
Personal Computer	\$0-\$10,000	\$1.00 per \$100 in
Programs	70-710,000	coverage
Data re-creation	\$0-\$2,000	\$1.00 per \$100 in
Data re-creation	→U-→Z,000	coverage

ATTACH: Form PO18-CA, Personal Computer Equipment Coverage

# H. Increased Unscheduled Jewelry & Silverware

Policy forms include a \$1,000 sub-limit for theft, jewelry, watches, furs and precious stones and a \$2,500 sub-limit for theft of silverware, silver-plated ware, goldware, gold-plated ware, and pewterware. See special limits in policy for more details.

For an additional charge of \$50, these limits, found in Section I – Coverage C – Special Limits of Liability items 8 and 9 of the policy, can be increased to \$10,000 (Coverage C Limit must be at least \$10,000).

When increased special limits for Jewelry and Silverware are purchased, the policy Declarations page will show that these limits have been enhanced. However, these new limits do not increase the Coverage C limit of the policy.

ATTACH: Form PO17, Increased Unscheduled Jewelry and Silverware Limits

# I. Optional Home Freezer Contents Coverage

For an additional charge of \$12, coverage may be purchased for loss to covered property stored in freezers/refrigerators up to \$500. This is additional coverage with no deductible applied.

ATTACH: Form PO19, Home Freezer Contents Coverage

#### J. Superior Home Protection Package

The Superior Home Protection Package broadens and adds several coverages. Specifically, this endorsement packages the following:

- 1. Coverage D (Loss of Use) is extended to cover power interruption caused by an insured peril which makes the residence premises uninhabitable;
- 2. Broadened tree debris removal coverage;
- 3. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage is increased from \$500 to \$3,000:
- 4. A limit of \$5,000 of the policy's Coverage C (Personal Property) coverage is extended to cover damage to property while away from the residence premises due to flood, earthquake, landslide, or collision or overturn of the conveyance in which your property is carried; and
- 5. Lock Replacement Coverage with a limit of \$250 is added.

This coverage can be added to any policy for an additional charge of: \$29.

ATTACH: Form PO41, Superior Home Protection Package

#### K. Additional Interest

Persons or organizations with an insurable interest in the property can be listed as an Additional Interest.

# L. Identity Theft Coverage

For an additional charge of \$25, Identity Theft Coverage can be added to the policy. This coverage offers \$25,000 for expenses incurred by an insured as a direct result of an identity theft discovered during the policy period. Additionally, the coverage offers access to resolution services from a consumer fraud specialist who assists in the process of restoring the insured's identity from first call to crisis resolution. No deductible applies to this coverage.

ATTACH: Form PO42

For an additional charge of \$40, Identity Theft with ID Alert Coverage can be added to the policy. This coverage offers the same benefits of Identity Theft Coverage plus ID Alert which provides a monthly proactive National Database screening and notification by phone or email of possible fraud of an insured that has provided Name, Address and Social Security Number.

ATTACH: Form PO43

# 14. PREMIUM CREDITS AND SURCHARGES

# A. Multi-Policy Discount

If the insured has another in force personal lines policy with PSIC, a 15% credit to the basic premium will be allowed. This credit will be discontinued if/when the other policy(ies) lapse.

# B. Wood Burning Stove Surcharge: \$35

IMPORTANT: Please review 'Submit for Approval' and 'Unacceptable Risks' sections for qualifications and restrictions pertaining to wood burning stoves.

# C. Claim Record Rating Plan

First Non-Burglary/Theft Loss	25% Surcharge to Basic Premium
Second Non-Burglary/Theft Loss	40% Surcharge to Basic Premium
Third Non-Burglary/Theft Loss	60% Surcharge to Basic Premium
First Burglary/Theft Loss	60% Surcharge to Basic Premium
Second Burglary/Theft Loss	90% Surcharge to Basic Premium

# D. Automatic Renewal Discount

A 5% discount applies when the insured has set up coverage to automatically renew at policy expiration.

#### 15. SCHEDULED PERSONAL PROPERTY

Coverage for Scheduled Personal Property can be provided against all risks of direct physical loss, with certain exceptions or exclusions. Complete descriptions must be given.

### **General Underwriting Guidelines:**

- This coverage can be added mid-term, as long as any appraisal of the property required by the binding requirements below is conducted within 30 days of binding coverage, or a receipt is provided showing the property was acquired within 30-days of binding coverage.
- Evidence of the property being insured without lapse by another admitted insurer (ie: scheduled on a residential property insurance policy or insured on personal property floater) during the last 3-months is sufficient evidence to satisfy appraisal and receipt requirements noted herein.
- Total agency binding limit (per schedule): \$25,000
- Minimum Premium: \$50
- Any scheduled item exceeding the reference Limit Per Item must be submitted for underwriter approval.
- Any total schedule exceeding \$100,000 must be submitted for underwriter approval.
- Property which is not eligible for coverage:
  - 1. Property held by merchants or dealers.
  - 2. Property held by or on loan to museums, art galleries, or art institutions
  - 3. Items used in the insured's business(es) or profession(s).

# A. Jewelry (Limit per Item: \$25,000; Total Limit: \$25,000)

Individually owned personal jewelry, defined as articles of personal adornment composed in whole or part of silver, gold, platinum, or other precious metals and alloys, whether or not containing pearls, jewels, precious or semi-precious stones.

Rate per \$100	
Los Angeles County &	Remainder of
Palm Springs	State
\$2.25	\$1.75

#### **Binding Requirements:**

- We do not insure loose stones as they are easily lost or misplaced. We will not write damaged or chipped stones.
- An "adequate description" must contain information typically found on an appraisal (i.e. weight, mounting, distinguishing characteristics, characteristics of the stones, serial numbers, etc.)
- An "adequate appraisal" must be dated and signed by a licensed or certified appraiser and show the "Four C's" (Carat, Cut, Color, Clarity) by scale. Appraisals on all items must have been made within the last 30 days and required for all items over \$2,500.
- Verification of where the item is kept when not worn and how often the item is worn is required.
- If jewelry contains "soft stones", before binding you must determine that they are being properly maintained. Soft stones are defined as gemstones rated on the hardness scale 8 or less; Amethyst, Opal, Turquoise and Pearl.

# B. <u>Furs</u> (Limit per Item: \$7,500; Total Limit: \$15,000)

Rate per \$100	
Los Angeles County &	Remainder of
Palm Springs	State
\$1.94	\$0.86

#### **Binding Requirements:**

- We will not schedule damaged or deteriorating furs.
- A "descriptive appraisal" which must include the type of fur, length, color, origin and value. Appraisals
  on furs are often inflated. We require a sales slip noting the purchase price, if the item was purchased
  within the last three years. If the item was purchased over three years ago, we will accept an appraisal
  from a qualified appraiser.
- Verification of where the item is stored.

# C. Cameras (Limit per Item: \$2,500; Total Limit: \$15,000)

Cameras, projection machines, films, sound equipment, binoculars, telescopes, microscopes, etc., not utilized for professional purposes:

Rate per \$100
\$1.75

# **Binding Requirements:**

- Description of camera items must include make, model numbers and serial numbers.
- Lens descriptions must include make, "F" stop and focal length.

# D. <u>Musical Instruments</u> (Limit per Item: \$7,500; Total Limit: \$15,000)

Not utilized for professional purposes

Rate po	er \$100
\$0.	.50

# **Binding Requirements:**

- Description of musical instruments must include make, model numbers and serial numbers, if any.
- We prefer a sales slip noting the purchase price if the item was purchased within last three years.
- If the item was purchased over three years ago, we will accept an appraisal from a qualified appraiser.

# E. Silverware (Limit per Item: \$2,500; Total Limit: \$15,000)

Silverware, silver-plated ware, goldware, gold-plated ware and pewterware.

Rate per \$100
\$0.50

# **Binding Requirements:**

• We require sales receipts or documentation of value within the last three years or an itemized manufacturer's listing showing brand, pattern, price and description.

# F. Golfer's Equipment (Limit per Item: \$2,000; Total Limit: \$5,000)

Rate	per	\$100
\$	1.40	0

#### **Binding Requirements:**

- Documentation of value within the last three years.
- Description of items must include make, model numbers and serial numbers, if any, as well as distinguishing characteristics.
- We prefer a sales slip noting the purchase prices.

#### G. Fine Arts (Limit per Item: \$10,000; Total Limit: \$20,000)

Paintings, etchings, pictures, tapestries, art glass windows, fine china and other bonafide works of art (such as valuable rugs and statuary) or rarity, historical value or artistic merit.

Rate	per	\$100
\$	0.3	0

# BREAKAGE COVERAGE NOT AVAILABLE

# **Binding Requirements:**

- Documentation of value within last three years.
- We do not provide breakage coverage.
- Appraisals on Oriental rugs and tapestries are often inflated. We prefer a sales slip noting the purchase price if the item was purchased within the last three years.
- If the item was purchased over three years ago, we will accept a current (not more than 30 days old) appraisal from a licensed or certified appraiser.

• For any individual piece of fine art valued at \$20,000 or more, verification is required on where the item is kept and that an alarm is connected to the item or the premises where the item is stored.

# H. Postage Stamps (Limit per Item: \$1,000; Total Limit: \$5,000)

Rate per \$100		
\$0.50		

# **Binding Requirements:**

- Description of items must include year of issue, condition, denomination and place or origin.
- We prefer sales slip noting the purchase price.

# I. Rare and Current Coins (Limit per Item: \$1,000; Total Limit: \$5,000)

Rare and current coins, medals, paper money, bank notes, tokens of money and other numismatic property including albums, containers and display cabinets in use with collections.

Rate per \$100
\$2.69

# **Binding Requirements:**

- Description of item must include year of issue, condition, denomination and place of origin.
- We prefer a sales slip noting the purchase price.

# J. Firearms (Limit per Item: \$2,000; Total Limit: \$5,000)

Rate per \$100	)
\$4.50	

# **Binding Requirements:**

- We require complete Underwriting information on the insured, including occupation, place of employment, where item is kept, and who in the household has access and training.
- A description must include year manufactured, make, model, serial number, caliber, barrel length, etc.

# Property which is not eligible for coverage:

- a. Property held by merchants or dealers.
- b. Property on loan.
- c. Items used in the insured's business(es) or professions(s).

#### 16. CHANGES ON POLICY

Coverages and limits (above the minimum) may be increased or decreased, added or deleted, during the term of the policy. Additional or return premium shall be computed on a pro rata basis.

#### 17. CANCELLATION OF INSURANCE

No Flat Cancellations will be processed after effective date of policy.

#### 18. TRANSFER OR ASSIGNMENT

- **A.** Transfer of the policy to another location within the state is allowed provided the new location meets eligibility requirements and there is no change in ownership.
- **B.** Assignment of insurance under the policy is not allowed.

Transfers are subject to any necessary adjustment(s) of premium.

#### 19. TERRITORIAL ZONES

Reserved for future use

#### 20. CONSTRUCTION CLASSIFICATIONS

# A. Frame

A dwelling with exterior walls of combustible construction (including walls with metal, stucco or metal lath and plaster on combustible supports) is classified as frame.

# B. Masonry / Veneer

A dwelling with walls of masonry or masonry veneered construction including face brick.

#### C. Mixed Construction

A dwelling shall be classified as frame construction when the wall area of frame construction (excluding gables) exceeds 51% of the total wall area.

#### 21. FIRE PROTECTION DEFINITIONS

The Protection Class listings in the Public Classification Manual apply to risks insured under this program.

- A. In a municipality or other classified area where a single classification number is shown, use that classification number for all properties located in that classified area.
- B. In a classified area where two or more classification numbers are shown (e.g. 6/9), the applicable classification number is determined based on the distance to a responding fire station and the distance to a fire hydrant.
  - 1. For properties located five road miles or less from a responding fire station and within 1,000 feet of a fire hydrant, use the first protection class shown (e.g. 6/9, use class 6).
  - 2. For properties located five road miles or less from a responding fire station and beyond 1,000 feet of a fire hydrant, use class 9.
  - 3. For properties located more than 5 road miles from a responding fire station, use class 10.
- C. In a classified area serviced by a subscription-type fire department, use class 10 for properties that do not subscribe.
- D. Use class 10 for all properties not classified.