IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KRISTINA TRAVIS,
:
Individually and on behalf of all others
:

similarly situated, : Case No:

:

Plaintiffs, : JURY TRIAL DEMANDED

v. :

STATE AUTOMOBILE MUTUAL : INSURANCE COMPANY, INC., :

518 East Broad Street, Columbus, OH 43215;

STATE AUTO INSURANCE COMPANY, 518 East Broad Street, Columbus, OH 43215;

MILBANK INSURANCE COMPANY, : 1300 Woodland Avenue, West Des Moines, IA :

50265;

and JANE DOES 1-10, 518 East Broad Street, Columbus, OH 43215;

Defendants.

CLASS ACTION COMPLAINT

Now comes the Plaintiff, Kristina Travis, individually and on behalf of all others similarly situated, and alleges as follows:

INTRODUCTION

1. This case is about a scheme perpetrated by a group of insurance companies and their employees, designed to trick unsuspecting consumers and their brokers into purchasing lines of phantom insurance within Dwelling Fire policies, which caused the Plaintiff policyholders to pay for coverage that was already included with the policy.

- 2. This complex, closed-end scheme, which ran from 2015 to July 2021, involved a series of affirmative misrepresentations communicated through Defendants' website portal and on the Declarations Page of each Dwelling Fire policy.
- 3. Starting in 2015, Defendants schemed to roll out a new digital platform constructed as a website portal called State Auto Connect (hereinafter "Connect Platform"). The Connect Platform was publicly advertised as an advancement in technology, but in reality, it was the centerpiece of an elaborate scam.
- 4. The Connect Platform included check-box selections for lines of coverages that did not belong among the choices listed because these lines were already included at no extra cost. These options existed only to enrich Defendants because the effect of checking certain boxes in the Connect Platform was to increase the cost of premium payments without any corresponding enlargement of coverage or increased risk to Defendants.
- 5. Separate and apart from the Connect Platform, Defendants were able to pull off this scheme because they uniformly omitted and misrepresented material information on each policy's Declarations Page. Specifically, Defendants fraudulently omitted the existence of coverage for "B. Other Structures," "D. Fair Rental Value," and "E. Additional Living Expenses," when this coverage should have been listed automatically on each policy's Declarations Page because these supplementary coverages were included in the base purchase of "A. Dwelling" coverage.
- 6. The effect of Defendants' scheme was that policyholders and brokers who wanted to purchase B, D & E coverage were deceived into paying an extra amount of premiums for these lines even though the coverage itself was automatically included in exchange for the premium paid for purchasing Section A coverage.

- 7. For years, Defendants used the Connect Platform to steal money from Plaintiff and the Class. Each fraudulently induced transaction for the purchase of B, D & E coverage through the Connect Platform constituted an act of wire fraud under 18 U.S.C. § 1343. Each physical and/or electronic mailing sent by Defendants containing a policy Declarations Page with fraudulent misrepresentations about coverage constituted an act of mail and/or wire fraud under 18 U.S.C. §§ 1341, 1343. Together, these multiple acts of mail and wire fraud constitute "a pattern of racketeering" under 18 U.S.C. § 1962(c).
- 8. Defendants have effectively admitted their scheme through subsequent actions taken in July 2021. Specifically, State Auto deceitfully announced that it was making "updates" to the Connect Platform and rolling out "revised" Declarations Pages. The truth is that Defendants were attempting to cover up their racketeering conspiracy.
- 9. All told, it is estimated that Defendants collected tens of thousands of illegal premium payments through the Connect Platform between 2016 and 2021 totaling millions of dollars in funds misappropriated from Plaintiff and the Class.
- 10. Despite abandoning the scheme in July 2021, Defendants refused to reimburse the Plaintiff policyholders for the ill-gotten gains Defendants collected through the Connect Platform prior to July 2021.
- 11. As a result of Defendants' predicate acts of racketeering conduct, described in more detail below, Plaintiff has been forced to commence the present litigation on behalf of herself and the proposed Class.
- 12. Plaintiff thus brings this class action complaint, on behalf of herself and all others similarly situated, alleging claims under the Racketeer Influenced and Corrupt Organizations Act ("RICO"), as well as claims under state law for breach of contract, unfair and deceptive trade

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practices, unjust enrichment, money had and received, and constructive trust. Plaintiff asks this Court to award her and the Plaintiff Class treble damages, attorneys' fees, and the other relief to which they are entitled under federal and state law.

JURISDICTION AND VENUE

- 13. This Court has subject matter jurisdiction over Plaintiff's RICO claims under 18 U.S.C. § 1964(c) and 28 U.S.C. § 1331.
- 14. This Court also has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because there are 100 or more Class Members and the aggregate amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs. Additionally, at least one Class member is a citizen of a state different from the corporate domiciles of the Defendants.
- 15. This case is properly maintainable as a class action pursuant to and in accordance with Rule 23(a) of the Federal Rules of Civil Procedure in that:
 - The class, which includes an unknown number of persons but certainly more than 100, is so numerous that joinder of all members is impractical;
 - There are substantial questions of law and fact common to the class including those set forth in greater particularity in Paragraph 105 herein; and
 - This case is properly maintainable as a class action pursuant to Rule 23(b) of the Federal Rules of Civil Procedure, in that:
 - (a) questions of law and fact enumerated below, which are all common of the class, predominate over any questions of law or fact affecting only individual members of the class;
 - (b) a class action is superior to any other type of action for the fair and efficient adjudication of the controversy;
 - (c) the relief sought in this class action will effectively and efficiently provide relief to all members of the class; and

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- (d) there are no unusual difficulties foreseen in the management of this class action.
- 16. Venue is proper in this Court under 18 U.S.C. § 1391(b) and 18 U.S.C. § 1965(a) because Defendants transact their affairs in this district; a substantial portion of the events giving rise to this suit occurred in this district; and a substantial part of property that is the subject of this action is situated in this district.
- 17. The Court has personal jurisdiction over all the Defendants, who have at least minimum contacts with the Commonwealth of Pennsylvania because the Defendants conduct business there and have availed themselves of Pennsylvania's markets through promotion, sales and marketing efforts as well as the Defendants' issuance of insurance policies and collection of premiums within Pennsylvania to and from residents of Pennsylvania.
 - 18. The Court has supplemental jurisdiction over state claims under 28 U.S.C. § 1367.

THE PARTIES

- 19. Plaintiff, Kristina Travis, is a resident of Bethlehem, Pennsylvania who purchased and entered into approximately thirty-nine (39) Dwelling Fire insurance contracts with Defendants, State Auto Insurance Company and Milbank Insurance Company.
- 20. Defendant State Auto Mutual Insurance Company, Inc. (hereinafter "SAMIC"), informally known as State Auto Group, provides personal and commercial property and casualty insurance through a constellation of pooled subsidiaries located throughout the United States. Defendant SAMIC was and is a corporation organized and existing under the laws of the State of Ohio with its principal office at 518 E. Broad Street, Columbus, OH. At all relevant times, Defendant SAMIC has done business in the Commonwealth of Pennsylvania. Upon information and belief, Defendant SAMIC was responsible for the design, construction, implementation, and rollout of the Connect Platform, the website portal that Defendants used to carry out the scheme.

- 21. Defendant State Auto Insurance Company (hereinafter "SAIC") was and is a corporation organized and existing under the laws of the state of Ohio with its principal office at 518 E. Broad Street, Columbus, OH. At all relevant times, Defendant SAIC has done business in the Commonwealth of Pennsylvania. Upon information and belief, Defendant SAIC is a subsidiary of State Auto Financial Corporation, which itself is a subsidiary of Defendant SAMIC. Upon information and belief, Defendant SAIC issued and sold the Dwelling Fire insurance policies that are at issue in this litigation.
- 22. Defendant Milbank Insurance Company (hereinafter "Milbank" and collectively with SAMIC and SAIC, "State Auto"), was and is a corporation organized and existing under the laws of the state of Iowa with its principal office at 1300 Woodland Avenue, West Des Moines, IA. At all relevant times, Defendant Milbank has done business in the Commonwealth of Pennsylvania. Upon information and belief, Defendant Milbank is a subsidiary of State Auto Financial Corporation, which itself is a subsidiary of Defendant SAMIC. Upon information and belief, Defendant SAIC provided the underwriting and coverage for the Dwelling Fire insurance policies that are at issue in this litigation.
- 23. Defendants JANE DOES 1-5 are high level employees of State Auto who, from 2015-2021, developed and oversaw the implementation of the fraudulent scheme to illegally collect phony premiums through the Connect Platform, and then in or about July 2021, these JANE DOE Defendants attempted to cover up the illegal scheme by taking actions in furtherance of the conspiracy.
- 24. Defendants JANE DOES 6-10 are lower level employees of State Auto who from 2015-2021 implemented and carried out the fraudulent scheme to collect phony premiums by adding illegal check box options to the Connect Platform and omitting disclosures about

coverages on each Policy's Declarations Page, and then from March to July 2021, these JANE DOE Defendants added new disclosures to try to cover up the existence of the scheme.

FACTS

State Auto's Connect Platform

- 25. In 2015, State Auto embarked on a five- to seven-year project to build a new technology platform for policyholders and brokers. This was known as the Connect Platform.
 - 26. The Connect Platform was first launched in Arizona on October 12, 2016.
 - 27. State Auto launched the Connect Platform in Pennsylvania in February 2018.
- 28. In September 2018, State Auto launched the Connect Platform in Connecticut, Maryland, Massachusetts, and North Carolina.
- 29. Upon information and belief, as of September 2018, State Auto had launched and was utilizing the Connect Platform to sell insurance in more than thirty (30) states.
- 30. With the rollout of the Connect Platform, State Auto touted itself as a leading digital provider of home insurance. In actuality, State Auto was abusing the Connect Platform to steal money from customers.
- 31. Defendants embedded misrepresentations into the Connect Platform and then used each Policy's Declarations Page to further exploit these distortions in order to sell illusory insurance and pilfer added premiums from Plaintiff and the Class.

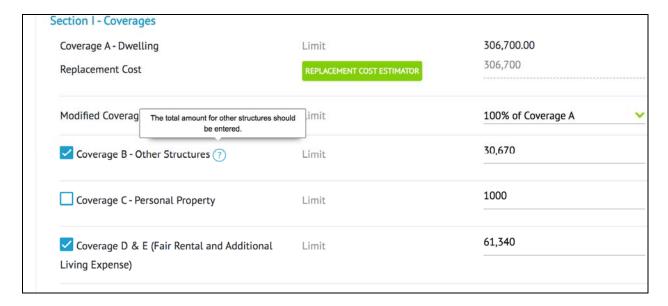
State Auto's Dwelling Fire Policies

32. State Auto markets its Dwelling Fire policy as beneficial for people who own rental properties and/or seasonal, vacation, or secondary homes. State Auto's Dwelling Fire policies purport to provide coverage for damage caused by wind, lightning, hail, fire, explosion, and vandalism.

- 33. State Auto does not require that a policyholder's primary residence be insured with State Auto in order to purchase a Dwelling Fire policy.
- 34. State Auto's Dwelling Fire policy includes approximately five lines of coverage within the policy itself, comprised of the following:
 - A. "Dwelling" consisting of coverage for the dwelling located on the property;
 - B. "Other Structures" consisting of coverage for other structures on the property set apart from the dwelling, such as a garage, driveway, pool house, or gazebo;
 - C. "Personal Property" consisting of coverage for personal property usual to the occupancy as a dwelling;
 - D. "Fair Rental Value" consisting of coverage for the fair rental value if the property is unfit for use due to a peril insured against; and,
 - E. "Additional Living Expense" consisting of coverage for any necessary increase in living expenses incurred due to a peril insured against.
- 35. State Auto structured its Dwelling Fire policy such that 10% of the Section A *Dwelling* coverage was automatically included for Coverage B *Other Structures* and 20% of the Section A *Dwelling* coverage was automatically included for Coverages D & E (*Fair Rental Value* and *Additional Living Expense*).
- 36. In other words, State Auto <u>automatically</u> included insurance coverage for Sections B, D & E within the base purchase of Section A.
- 37. Therefore, any policyholder who purchased Section A. *Dwelling* coverage was automatically entitled to lines of coverage under Sections B, D & E at no additional cost or premium.
- 38. However, as will be explained in more detail below, Defendants intentionally concealed material disclosures about the coverages that were automatically included with the purchase of Section A, and these misrepresentations caused significant financial injury to Plaintiff and the Class.

State Auto's Sale of Dwelling Fire Policies on the Connect Platform Was Misleading

- 39. State Auto sold Dwelling Fire policies to consumers through the Connect Platform.
- 40. Upon information and belief, from 2016 to July 2021, the quote screen for the sale of Dwelling Fire policies on the Connect Platform appeared as follows:



- 41. The above quote screen does not notify the consumer or broker that 10% of the Section A *Dwelling* coverage was automatically included for Section B *Other Structures*. Similarly, the above quote screen does not notify the consumer or broker that 20% of the Section A *Dwelling* coverage was automatically included for Sections D & E *Fair Rental Value* and *Additional Living Expense*.
- 42. To the contrary, the above quote screen conveys the message that if one wants his or her Dwelling Fire policy to contain Sections B, D & E coverage, then he or she must check the box next to these lines in order to make sure they are included.

- 43. The consequence of selecting the above check boxes for Sections B, D & E coverage was that the total cost of the premium on the policy would increase, although in reality, there would be no corresponding increase in coverage.
 - 44. Policyholders were paying extra for coverage they were already entitled to.
- 45. Significantly, the above quote screen conveyed the message that if one does not check the boxes for Sections B, D & E coverage, then the Dwelling Fire policy will NOT include any coverage for Sections B, D & E.
- 46. The fact that the check boxes on the Connect Platform even allowed for the purchase of coverage for Sections B, D & E without disclosing that Sections B, D & E coverage was already included, constitute material misrepresentations that were intended to dupe, and did in fact dupe, unsuspecting consumers and brokers into purchasing coverage that was already included.
- 47. Based on the design of the Connect Platform, which failed to include material disclosures about the Sections B, D & E coverage that was automatically included in Section A, the mere existence of the check boxes for Sections B, D & E coverage on the Connect Platform prior to July 2, 2021 was a total sham, designed to deceive consumers and enrich Defendants to the extreme financial detriment of Plaintiff and the Class.

State Auto's Coverage Disclosures on Policy Declarations Pages Were Misleading

- 48. An insurance Declarations Page is a document provided by an insurance company that summarizes the coverage provided by the insurance policy. The Declarations Page contains all the most pertinent information regarding the home insurance.
- 49. Prior to July 2, 2021, the State Auto Declarations Pages for Dwelling Fire policies did not notify the consumer or broker that 10% of the Section A *Dwelling* coverage was

automatically included for Section B *Other Structures*. Similarly, the Declarations Pages did not notify the consumer or broker that 20% of the Section A *Dwelling* coverage was automatically included for Sections D & E *Fair Rental Value* and *Additional Living Expense*.

50. If a consumer selected the check boxes on the Connect Platform for Sections B, D & E coverage, then his or her Declarations Page appeared as follows:

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$190,500	\$333.80
B. Other Structures	\$19,050	\$15.93
C. Personal Property	\$1,000	\$9.64
D & E. Fair Rental and Additional Living Expense		\$37.06
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

- 51. The above Declarations Page contains numerous material misrepresentations. One material misrepresentation consists of the dollar figure of \$15.93 that appears in the row marked "B. Other Structures" and the column marked "Premium." This is a material misrepresentation because it shows an additional charge being due and owing for the same coverage under Section B that is automatically included in the base premium for Section A, which is \$333.80 in the above example.
- 52. Another material misrepresentation on the above Declarations Page consists of the dollar figure of \$37.06 that appears in the row marked "D & E. Fair Rental and Additional Living Expense" and the column marked "Premium." This is a material misrepresentation because it shows an additional charge being due and owing for the same coverage under Sections

D & E that is automatically included in the base premium for Section A, which is \$333.80 in the above example.

The B, D & E Coverage Sold on the Connect Platform was Illusory

- 53. Defendants' scheme was complete upon Defendants' policy of capping the coverage for Sections B, D & E to the amount automatically included in Section A (10% for B; and 20% for D & E) (hereafter the "Cap Policy"). The consequence of the Cap Policy was that, at all relevant times prior to July 2021, Defendants bore no added risk for the illusory coverage Plaintiffs purchased for Sections B, D & E lines on Dwelling Fire policies through the Connect Platform.
- 54. State Auto's Cap Policy capped the coverage available for Dwelling Fire policies to the amount automatically included with the purchase of Section A, which was 10% of Section A for Section B *Other Structures* and 20% of Section A for Sections D & E *Fair Rental Value* and *Additional Living Expenses*.
- 55. Upon information and belief, regardless of the Cap Policy, coverage was always provided in the amount shown on each policy's Declarations Page, which for Plaintiff and the Class was always 10% of Section A for Section B *Other Structures* and 20% of Section A for Sections D & E *Fair Rental Value* and *Additional Living Expenses*.
- 56. State Auto's scheme caused the coverage to be illusory because, regardless of whether a consumer paid extra or not, the coverage was included and Defendants bore no risk on the B, D & E lines separately sold through the Connect Platform.
- 57. The following hypothetical illustrates how the coverage was illusory. If, for example, a consumer failed to select the check box for B *Other Structures* on the Connect

Platform, but did check the box for Sections D & E, then the consumer's Declarations Page would appear as follows:

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$466,300	\$964.54
D & E. Fair Rental and Additional Living Expense		\$115.35
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Total Premium	\$1,079.89

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

- 58. The above Declarations Page contains a material misrepresentation to the extent it shows no coverage for Section B *Other Structures* because the policy automatically included coverage totaling 10% of Section A for Section B, without the need for any additional premium payment towards Section B.
- 59. State Auto's Dwelling Fire policy Declarations Page is all the more deceptive because each page contains a warning message that reads: "Coverage at the above described location is provided only where a limit of liability or a premium is stated." This warning is a false statement because Defendants repeatedly failed to disclose the coverages for Sections B, D & E that were automatically included with the purchase of Section A. Moreover, the lack of disclosure was material to the policyholder's decision whether to purchase B, D & E coverage through the Connect Platform.

In July 2021, State Auto Effectively Admitted that it had been Stealing Money by Announcing "Changes" to the Connect Platform and Declarations Pages

60. Defendants' attempted cover-up occurred in July 2021 and consisted of three manipulations: (a) new coverage disclosures on the Connect Platform; (b) new coverage

disclosures on each policy's Declarations Page; and (c) the functional elimination of Defendants' Cap Policy.

- 61. On July 2, 2021, State Auto sent out a marketing e-mail regarding its Dwelling Fire Policies. A true and correct copy of this marketing e-mail is attached hereto at Exhibit A (hereafter "July 2, 2021 Marketing E-mail").
 - 62. The July 2, 2021 Marketing E-mail stated:

A Dwelling Fire policy is designed for customers with rental properties and/or seasonal, vacation, or secondary homes, as it provides coverage for damage from wind, lightning, hail, fire, explosion, and vandalism.*

But, did you know our base Dwelling Fire policy <u>automatically</u> includes:

- Coverage for other structures (10% of Coverage A)
- Coverage for fair rental value and additional living expense (20% of Coverage A)**

To ensure you have access to this information when making the best decision for your customers' coverage needs, we've enhanced how Coverage B and Coverage D & E are displayed on the quote screen in State Auto Connect®.

Beginning today, when quoting a DP2 or DP3, you'll be able to view the Schedule of F. Other Coverages, which are included at no additional cost. When quoting DP1, Connect will present Schedule of E - Other Coverages (no additional premium).

. . .

We've also added "helper text" for Coverage B - Other Structures and Coverage D - Fair Rental Value to clarify what is included in our base Dwelling Fire policy. Just click the question mark icon next to the coverage.

• • •

In the coming weeks, we'll begin rolling out revised Declaration Pages to clearly display what's included in our base Dwelling Fire policy. See Exhibit A (bold and italics emphasis in original and underline emphasis added).

- 63. The reason that State Auto was asking "Did you know" about what was automatically included in the base Dwelling Fire policy is because State Auto knew that its policyholders and brokers DID NOT KNOW what was included.
- 64. The reason that State Auto's policyholders and brokers DID NOT KNOW what was included in the base Dwelling Fire policy is because Defendants purposefully concealed this information through wrongful misrepresentations on the Connect Platform and each policy's Declarations Page.
- 65. The proper disclosures regarding what was automatically included with the purchase of Section A were material to the decision about whether a policyholder would check the box to purchase Sections B, D & E lines of coverage through the Connect Platform.
- 66. No reasonable policyholder would check the box and pay extra for coverage that was already included.
- 67. In selling Dwelling Fire policies to Plaintiff and the Class, State Auto wrongfully misrepresented coverage amounts and failed to make material disclosures on the Connect Platform and in each policy's Declarations Page.
- 68. Defendants' acts of changing its policies and adding fresh disclosures in July 2021 amounts to an admission that the Sections B, D & E check boxes never belonged on the Connect Platform in the first place and that each Declarations Page on Dwelling Fire policies should have always included disclosures for the Sections B, D & E coverage that had always come automatically with the purchase of Section A. *Dwelling*.

- 69. State Auto's intentional failure to make the proper disclosures regarding the sale of Dwelling Fire policies through the Connect Platform prior to July 2, 2021 caused injury and damage to Plaintiff and the Class.
- 70. Plaintiff and the Class were injured and their damages consist of the monies they paid for coverage that was already provided.
- 71. Beginning July 2, 2021, the Connect Platform's quote screen for Dwelling Fire policies was changed so that it appeared as follows:



- 72. The primary change is the disclosure that appears when the consumer or broker clicks the question marks that appears next to "Coverage B Other Structures."
- 73. The new disclosure for Coverage B, as of July 2, 2021 stated as follows: "10% of Cov A included. Addl. Limits can be purchased."
- 74. Beginning July 2, 2021, State Auto began disclosing on the Connect Platform that 10% of Coverage A is automatically included for Coverage B *Other Structures* and 20% of Coverage A is automatically included for Coverage D *Fair Rental Value*.
- 75. In addition, beginning July 2, 2021, State Auto began disclosing that additional limits can be purchased for both B and D. In other words, State Auto functionally eliminated the Cap Policy in order to cover up the scheme.

- 76. Sometime after July 2, 2021, State Auto modified the Declarations Pages on each Dwelling Fire policy to provide additional disclosures about the Sections B, D & E coverages that were automatically included with the purchase of Section A.
- 77. After July 2, 2021, if a consumer or broker DOES NOT check the boxes for Sections B, D & E coverage on the Connect Platform, the corresponding Declarations Page appears as follows:

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$280,000	\$298.60
B. Other Structures	\$28,000	\$26.21
D & E. Fair Rental and Additional Living Expense	\$56,000	\$52.65
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Total Premium	\$377.46

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Coverage included by F. Other Coverages, at no additional cost:

Coverages	Limit
Other Structures as shown in Coverage B.	10% of Coverage A limit, as additional insurance
Debris Removal	Included in the limit that applies to damaged property
Improvements, Alterations and Additions	10% of Coverage C limit, as additional insurance
Worldwide Coverage	10% of Coverage C limit. Use of this coverage reduces Coverage C limit.
Fair Rental and Additional Living Expense	20% of Coverage A limit, as additional insurance

78. The above Declarations Page includes disclosures about Sections B, D & E coverages that are automatically included "at no additional cost" and reflects how Declarations Pages SHOULD have looked at all times prior to July 2, 2021.

Plaintiff Kristina Travis Purchased Dwelling Fire Policies Through the Connect Platform

- 79. Between 2019 and 2021, Plaintiff Kristina Travis purchased thirty-nine (39) Dwelling Fire Policies through the Connect Platform. True and correct copies of the Declarations Pages for all thirty-nine policies are attached hereto at Exhibit B.
- 80. On July 1, 2019, Plaintiff purchased thirteen Dwelling Fire policies through the Connect Platform.
- 81. On July 1, 2019, as a direct and proximate result of the scheme described above, Plaintiff was duped into purchasing Sections B, D & E coverage through the Connect Platform for each of these thirteen Dwelling Fire policies.
- 82. On July 1, 2019, the State Auto Defendants, in their regular course of business, issued to Plaintiff thirteen Dwelling Fire insurance policies, bearing policy numbers 1000549274, 1000549289, 1000549242, 1000549345, 1000549199, 1000549337, 1000549208, 1000549264, 1000549312, 1000549282, 1000549302, 1000549326, and 1000549250.
- 83. On July 1, 2019, Plaintiff paid premiums of \$16.18 for Section B *Other Structures* coverage and \$37.79 for Sections D & E *Fair Rental Value* and *Additional Living Expenses* on Policy Numbers 1000549274, 1000549289, 1000549242, 1000549345, 1000549199, 1000549337, and 1000549208. These fraudulently induced transactions constituted seven separate acts of wire fraud by Defendants under 18 U.S.C. § 1343.
- 84. On July 1, 2019, Plaintiff paid premiums of \$15.48 for Section B *Other Structures* coverage and \$36.60 for Sections D & E *Fair Rental Value* and *Additional Living Expenses* on Policy Numbers 1000549264, 1000549312, 1000549282, 1000549302, 1000549326, and 1000549250. These fraudulently induced transactions constituted six separate acts of wire fraud by Defendants under 18 U.S.C. § 1343.

- 85. On or about July 1, 2019, Defendants mailed to Plaintiff thirteen (13) Declarations pages containing fraudulent misrepresentations and omissions regarding coverages on Dwelling Fire policy numbers 1000549274, 1000549289, 1000549242, 1000549345, 1000549199, 1000549337, 1000549208, 1000549264, 1000549312, 1000549282, 1000549302, 1000549326, and 1000549250. Each of these mailings constituted a separate act of mail/wire fraud by Defendants under 18 U.S.C. §§ 1341, 1343.
- 86. On May 23, 2020, Plaintiff purchased thirteen Dwelling Fire policies through the Connect Platform.
- 87. On May 23, 2020, as a direct and proximate result of the scheme described above, Plaintiff was duped into purchasing Sections B, D & E coverage through the Connect Platform for each of her thirteen Dwelling Fire policies.
- 88. On May 23, 2020, the State Auto Defendants, in their regular course of business, issued to Plaintiff thirteen Dwelling Fire insurance policies, bearing policy numbers 1000549274, 1000549289, 1000549242, 1000549345, 1000549199, 1000549337, 1000549208, 1000549264, 1000549312, 1000549282, 1000549302, 1000549326, and 1000549250.
- 89. On May 23, 2020, Plaintiff paid premiums of \$17.23 for Section B *Other Structures* coverage and \$40.13 for Sections D & E *Fair Rental Value* and *Additional Living Expenses* on Policy Numbers 1000549274, 1000549289, 1000549242, 1000549345, 1000549199, 1000549337, and 1000549208. These fraudulently induced transactions constituted seven separate acts of wire fraud by Defendants under 18 U.S.C. § 1343.
- 90. On May 23, 2020, Plaintiff paid premiums of \$16.50 for Section B *Other Structures* coverage and \$38.56 for Sections D & E *Fair Rental Value* and *Additional Living Expenses* on Policy Numbers 1000549264, 1000549312, 1000549282, 1000549302,

1000549326, and 1000549250. These fraudulently induced transactions constituted six separate acts of wire fraud by Defendants under 18 U.S.C. § 1343.

- 91. On or about May 23, 2020, Defendants mailed to Plaintiff thirteen (13) Declarations pages containing fraudulent misrepresentations and omissions regarding coverages on Dwelling Fire policy numbers 1000549274, 1000549289, 1000549242, 1000549345, 1000549199, 1000549337, 1000549208, 1000549264, 1000549312, 1000549282, 1000549302, 1000549326, and 1000549250. Each of these mailings constituted a separate act of mail/wire fraud by Defendants under 18 U.S.C. §§ 1341, 1343.
- 92. On April 19, 2021, Plaintiff purchased thirteen Dwelling Fire policies through the Connect Platform.
- 93. On April 19, 2021, as a direct and proximate result of the scheme described above, Plaintiff was duped into purchasing Sections B, D & E coverage through the Connect Platform for each of her thirteen Dwelling Fire policies.
- 94. On April 19, 2021, the State Auto Defendants, in their regular course of business, issued to Plaintiff thirteen Dwelling Fire insurance policies, bearing policy numbers 1000549274, 1000549289, 1000549242, 1000549345, 1000549199, 1000549337, 1000549208, 1000549264, 1000549312, 1000549282, 1000549302, 1000549326, and 1000549250.
- 95. On April 19, 2021, Plaintiff paid premiums of \$15.93 for Section B *Other Structures* coverage and \$37.06 for Sections D & E *Fair Rental Value* and *Additional Living Expenses* on Policy Numbers 1000549274, 1000549289, 1000549242, 1000549345, 1000549199, 1000549337, and 1000549208. These fraudulently induced transactions constituted seven separate acts of wire fraud by Defendants under 18 U.S.C. § 1343.

- 96. On April 19, 2021, Plaintiff paid premiums of \$15.26 for Section B *Other Structures* coverage and \$35.60 for Sections D & E *Fair Rental Value* and *Additional Living Expenses* on Policy Numbers 1000549264, 1000549312, 1000549282, 1000549302, 1000549326, and 1000549250. These fraudulently induced transactions constituted six separate acts of wire fraud by Defendants under 18 U.S.C. § 1343.
- 97. On or about April 19, 2021, Defendants mailed to Plaintiff thirteen (13) Declarations pages containing fraudulent misrepresentations and omissions regarding coverages on Dwelling Fire policy numbers 1000549274, 1000549289, 1000549242, 1000549345, 1000549199, 1000549337, 1000549208, 1000549264, 1000549312, 1000549282, 1000549302, 1000549326, and 1000549250. Each of these mailings constituted a separate act of mail/wire fraud by Defendants under 18 U.S.C. §§ 1341, 1343.

State Auto's Scheme Injured the Plaintiff Class

- 98. Between 2016 and July 2021, Plaintiff and Class Members paid illegal and excessive additional premiums through the Connect Platform in exchange for illusory B, D & E coverage on Dwelling Fire policies.
- 99. Plaintiff and all Class Members were injured because they were duped into paying for B, D & E coverage that they were entitled to receive automatically at no additional charge.

CLASS ALLEGATIONS

- 100. Plaintiff Kristina Travis brings this action, on behalf of herself and all others similarly situated, for the purpose of asserting the claims alleged in this complaint on a common basis.
 - 101. Plaintiff proposes a nationwide Class defined as:

All State Auto Dwelling Fire policyholders who purchased "B. Other Structures" coverage and/or "D. Fair Rental Value" and "E.

Additional Living Expenses" coverages through the Connect Platform prior to July 2, 2021.

- 102. Plaintiff reserves the right to modify or amend the definition of the proposed Class before the Court determines whether certification is appropriate.
 - 103. Excluded from the Plaintiff Class are:
 - (a) Defendants and any entities in which any Defendant has a controlling interest;
 - (b) Any entities in which Defendants' officers, directors, or employees are employed and any of the legal representatives, heirs, successors or assigns of any Defendant;
 - (c) The Judge to whom this case is assigned and any member of the Judge's immediate family and any other judicial officer or employees assigned to this case;
 - (d) Actual identifiable claims for insurance benefits that have already arisen that may be payable under the terms of said Dwelling Fire policies;
 - (e) Any attorneys representing the Plaintiff or the Class; and
 - (f) All governmental entities.
- 104. Numerosity Fed. R. Civ. P. 23(a)(1). The Class Members are so numerous that their individual joinder is impracticable. The exact number or identification of the Class Members is presently unknown, but it is believed that there are well over 100 and most likely tens of thousands of Class Members. The identity of the Class Members is ascertainable. In addition to registration rolls maintained by the Defendants, the Class Members may be located and informed of the pendency of this action by a combination of electronic bulletins, e-mail, direct mail and public notice, or other means.
- 105. Commonality Fed. R. Civ. P. 23(a)(2). There are questions of law or fact that are common to the Class, and the relief sought is common to all members of the Class. Common legal and factual questions arise from Defendants' scheme to collect excessive premiums in

exchange for phantom insurance coverage upon which Defendants bore no risk. The resolution of these legal and factual questions will determine whether all members of the Class are entitled to damages payable that reflect all premium payments made for B, D & E coverage purchased through the Connect Platform prior to July 2, 2021.

106. Typicality – Fed. R. Civ. P. 23(a)(3). The claims and defenses of the representative parties are typical of the claims and defenses of the Class. All Plaintiff Class members have the same claims, i.e., that SAMIC and the JANE DOE Defendants are liable under 18 U.S.C. § 1964, that SAIC and Milbank are in breach of contract, and that all corporate Defendants have committed unfair and deceptive trade practices, have been unjustly enriched, have improperly retained money had and received, and hold Plaintiff's and the Class's money in a constructive trust, causing injury and damage to Plaintiff and Class Members. If Plaintiff succeeds on her claims, that ruling will likewise benefit every other member of the Class. Any defenses that the Defendants raise are also likely to be raised equally against Plaintiff and all members of the Class.

107. Adequacy – Fed. R. Civ. P. 23(a)(4); 23(g)(1). Plaintiff is an adequate representative of the Class because she fits the class definition and her interests do not conflict with the interests of the Class Members she seeks to represent. Plaintiff will prosecute this action vigorously for the benefit of the entire Class and agrees to participate in discovery and attend any Court hearings required of her. Plaintiff is represented by the law firm Golomb Spirt Grunfeld, P.C., who are experienced and able attorneys with more than 35 years of combined experience in handling and litigating complex class actions. This law firm has detailed knowledge about Defendants' scheme and the applicable law, and they have done substantial work identifying and investigating the potential claims in this action. This law firm has the resources necessary to

represent the Class and will commit those resources to this case to ensure that the interests of the Class will be protected.

- 108. Predominance and Superiority Fed. R. Civ. P. 23(b)(3). Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) because common questions of law or fact predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. The principal legal and factual questions in this case—whether SAMIC and the JANE DOE Defendants are liable under 18 U.S.C. § 1964, whether SAIC and Milbank are in breach of contract and whether all corporate Defendants have committed unfair and deceptive trade practices and have unlawfully retained millions of dollars in premium payments for illusory coverage—are common to all Class Members.
- 109. Once these questions are answered in the affirmative, all that will be required is the mechanical calculation of damages owed to each Plaintiff Class Member. These calculations will be easily done based on the information contained in Defendants' records. The Plaintiff Class Members have little interest in individually controlling the prosecution of separate actions. There is no other litigation already commenced by or against members of the Class involving any of the same issues.
- 110. The large size of the Plaintiff Class, likely in the thousands, if not tens of thousands, and the minimal difficulties likely to be encountered in the management of the action as a class action, further support the conclusion that this case should be maintained as a class action.
- 111. Joinder of all class members would be impractical, as would the maintenance of thousands, if not tens of thousands of separate lawsuits, each brought to resolve identical legal

and factual questions. By contrast, there will be minimal difficulties in maintaining the action as a class action, including in terms of calculating damages.

- 112. In view of the complexities of the issues and the expenses of litigation, the separate claims of individual class members are insufficient to support separate actions. Many members of the Plaintiff Class have been cheated out of only a few hundred dollars, or even less. For example, the Plaintiff Kristina Travis was only swindled out of a couple thousand dollars in total premium payments. The cost to bring litigation on behalf of each class member far exceeds the amount by which each individual plaintiff was damaged.
- 113. Further, individual litigation has the potential to result in inconsistent or contradictory judgments. A class action in this case presents fewer management problems and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. The class, as defined herein, is ascertainable from the Defendants' records or from records which the Defendants have access and control.

COUNTS

COUNT ONE – VIOLATION OF 18 U.S.C. § 1962(c)

Against Defendants SAMIC and JANE DOES 1-10

- 114. Plaintiff incorporates by reference the allegations in paragraphs 1-113.
- 115. RICO creates a private right of action for "[a]ny person injured in his business or property by reason of a violation of [18 U.S.C. § 1962]." 18 U.S.C. § 1964(c). Under 18 U.S.C. § 1962(c), it is "unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity." Defendants SAMIC and JANE DOES 1-10 violated this provision of 18 U.S.C. § 1962.

- 116. An "enterprise" for purposes of RICO "includes any . . . partnership, corporation, association, or other legal entity." 18 U.S.C. § 1961(4). SAIC and Milbank are both legal entities that together form an association-in-fact enterprise joined for the purpose of selling, marketing, and administering Dwelling Fire insurance policies through the Connect Platform. SAIC and Milbank qualify as an "enterprise."
- 117. SAMIC exercised discretion on behalf of SAIC and Milbank by creating the Connect Platform, which was the primary mechanism for stealing additional premiums from policyholders. SAMIC therefore has a role in directing the affairs of SAIC and Milbank.
- 118. The JANE DOE Defendants exercised discretion on behalf of SAIC and Milbank by developing, overseeing, and implementing the fraudulent scheme and then attempting to cover it up. Therefore, the JANE DOE Defendants have a role in directing the affairs of SAIC and Milbank.
- 119. Through the numerous acts of mail and wire fraud detailed above, SAMIC and the JANE DOE Defendants conducted or participated in the conduct of the affairs of SAIC and Milbank through a pattern of racketeering activity.
- 120. State Auto uses the Connect Platform to sell insurance in more than 30 states, therefore SAIC and Milbank's activities affect interstate commerce.
- 121. The racketeering activities of SAMIC and the JANE DOE Defendants directly and proximately injured the business and property of Plaintiff and the Class. As an immediate and direct result of those racketeering activities, Plaintiff and the Class paid excessive and illegal additional premiums for B, D & E coverage upon which Defendants bore no risk.

COUNT TWO - VIOLATION OF 18 U.S.C. § 1962(d)

Against Defendants SAMIC and JANE DOES 1-10

- 122. Plaintiff incorporates by reference the allegations in paragraphs 1-121.
- 123. RICO creates a private right of action for "[a]ny person injured in his business or property by reason of a violation of [18 U.S.C. § 1962]." 18 U.S.C. § 1964(c). Under 18 U.S.C. § 1962(d), it is "unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section."
- 124. An "enterprise" for purposes of RICO "includes any . . . partnership, corporation, association, or other legal entity." 18 U.S.C. § 1961(4). SAIC and Milbank are both legal entities that together form an association-in-fact enterprise joined for the purpose of selling, marketing, and administering Dwelling Fire insurance policies through the Connect Platform. SAIC and Milbank qualify as an "enterprise."
- 125. State Auto uses the Connect Platform to sell insurance in more than 30 states, therefore SAIC and Milbank's activities affect interstate commerce.
- 126. SAMIC and the JANE DOE Defendants are associated with SAIC and Milbank and they agreed and conspired to engage in the pattern of mail and wire fraud detailed above—a pattern of mail and wire fraud that violated 18 U.S.C. § 1962(c). This conspiracy violated 18 U.S.C. § 1962(d).
- 127. Through this agreed-upon pattern of racketeering activity, Plaintiff and the Class were directly and proximately injured in their business and property. As an immediate result of

these racketeering activities, Plaintiff and the Class were duped into paying excessive additional premiums for illusory insurance coverage through the Connect Platform.

WHEREFORE, Plaintiff and the Class demand judgment against Defendants for compensatory damages, interest, costs of suit, damages for delay, counsel fees and treble and punitive damages as provided by law.

COUNT THREE – BREACH OF CONTRACT AND BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

Against Defendants SAIC and Milbank

- 128. Plaintiff incorporates by reference the allegations in paragraphs 1-127.
- 129. As described above, Plaintiff entered into numerous Dwelling Fire insurance contracts with Defendants SAIC and Milbank. A true and correct copy of Plaintiff's policy is attached hereto at Exhibit C.
- 130. These contracts, like all similar insurance contracts, impose on each party a duty of good faith and fair dealing in their performance and their enforcement.
- 131. Defendants are obligated by the terms of the policy to automatically provide coverage for "B. Other Structures," "D. Fair Rental Value," and "E. Additional Living Expenses." *See* Exhibit C at Sections F.1 and F.5.
- 132. Defendants breached these Sections of the policies issued to Plaintiff and the Class by failing to automatically provide coverage, and instead charging illegal premiums for coverage that was already included.
- 133. As detailed above, through a series of elaborate misrepresentations communicated through the Connect Platform and on each policy's Declarations Page, the Defendants duped Plaintiff into paying excessive and illegal additional premiums for B, D & E coverage that was already included with the purchase of A.

- 134. Defendants SAIC and Milbank had a legal duty to act in good faith and deal fairly with the persons they purported to insure under their policies.
- 135. Despite this duty, Defendants SAIC and Milbank sold illusory insurance coverage to Plaintiff Travis and other similarly situated policyholders and thus breached the contract, including the duty of good faith and fair dealing. This breach proximately caused damages to Plaintiff Travis and other similarly situated Class Members who paid additional premiums for B, D & E coverage through the Connect Platform between 2016-2021.
- 136. Plaintiff Travis and other similarly situated class member policyholders have been proximately injured as a result of Defendants' breach of contract, including express breach of contract, and breach of the duty of good faith and fair dealing and are thus entitled to damages proximately caused them by said breach.

COUNT FOUR - VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW AND OTHER SIMILAR STATUTES NATIONWIDE

Against Defendants SAMIC, SAIC, and Milbank

- 137. Plaintiff incorporates by reference the allegations in paragraphs 1-136.
- 138. Defendants, acting by and through their duly authorized agents, servants, workmen or employees acting within the course and scope of their employment and on the business of said employer, made material misrepresentations of fact and fraudulent omissions concerning the nature and quality of the Policies for the sole purpose of inducing justifiable reliance by Plaintiff and members of the Class in paying the premiums for B, D & E coverage which Defendants represented would protect Plaintiff and members of the class's interests in

their rental properties, when Defendants knew that these representations were false, fraudulent and misleading. Defendants therefore have violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. C.S.A. §§ 201-1, *et seq.*, and other similar state statutes nationwide.

- 139. Defendant SAMIC designed and implemented the Connect Platform so that it lacked the necessary disclosures to inform brokers and consumers of the material information needed to make decisions about whether to purchase B, D & E coverage. The Connect Platform was the primary vehicle for the scheme described above in which Defendants duped policyholders and brokers into paying illegal and excessive additional premiums for illusory coverage upon which Defendants bore no risk.
- 140. Defendants SAIC and Milbank sold the insurance and collected the illegal and excessive premiums from Plaintiff and other similarly situated class member policyholders.
- 141. Plaintiff and members of the Class have suffered ascertainable losses of money, in the form of additional insurance premiums for B, D & E coverage, as a result of various unfair and/or deceptive acts or practices by Defendants, including but not limited to the following:
 - A. Representing that the Dwelling Fire policies have provisions, characteristics, uses or other benefits or, lack thereof, that, in fact, they did not have;
 - B. Marketing and advertising the Dwelling Fire policies with the intent to conceal the full coverage detailed therein;
 - C. Failing to comply with the terms of guarantees and/or warranties given to Plaintiff prior to, at the time of, and after, Plaintiff's purchase of the policy; and
 - D. Engaging in the aforementioned fraudulent and/or deceptive conduct which created a likelihood of confusion and misunderstanding.

- 142. Plaintiff and members of the Class justifiably relied upon the material misrepresentations and fraudulent omissions made by Defendants concerning the nature and quality of their Dwelling Fire policies and, as a result of such reliance, suffered those damages and losses set forth above.
- 143. In violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law and other similar statutes nationwide, Defendants employed fraud, deception, false promise, misrepresentation and the knowing concealment, suppression or omission of material facts in their sale, marketing, advertisement, and administration of Dwelling Fire policies sold through the Connect Platform from 2016-2021.

COUNT FIVE – UNJUST ENRICHMENT

Against Defendants SAMIC, SAIC, and Milbank

- 144. Plaintiff incorporates by reference the allegations in paragraphs 1-143.
- 145. Defendants SAMIC, SAIC, and Milbank have been enriched and have received a benefit as a consequence of their collection of illegal and excessive premiums for B, D & E coverage through the Connect Platform, and as a consequence of their receipt, retention, and failure to pay back the amounts by which they have been overpaid.
 - 146. Plaintiff, and the Plaintiff Class, conferred a benefit upon Defendants.
- 147. Defendants appreciated those benefits and accepted and retained those benefits under circumstances that would render it inequitable for Defendants to retain the benefits without re-payment to Plaintiff and the Class.

- 148. Plaintiff and the Class were denied a benefit as a consequence of Defendants' actions.
- 149. An injustice will result if Plaintiff's and the Class's recovery from the enrichment is denied. Defendants have no legal or equitable entitlement to the money by which they have been overpaid, and in fact Plaintiff and the Class have a legal and equitable entitlement to that money. Defendants were never and not now entitled in equity or good conscience to be paid the millions of dollars by which they have been overpaid.
- 150. The money in equity and good conscience should be re-paid to Plaintiff and the Class, who have a better legal and equitable right and claim to the money.
- 151. Plaintiff and the Class reasonably relied on conduct and assertions of Defendants in paying the illegal and excessive premiums for B, D & E coverage through the Connect Platform.
- 152. Recovery by Plaintiff and the Class would leave all parties concerned in the position they should be in but for Defendants' scheme of selling phony insurance coverage.
- 153. Plaintiff and the Class have been directly and proximately injured as a result of and at the expense of Defendants' unjust enrichment.
 - 154. Plaintiff and the Class have no adequate remedy at law.

COUNT SIX – MONEY HAD AND RECEIVED

Against Defendants SAMIC, SAIC, and Milbank

155. Plaintiff incorporates by reference the allegations in paragraphs 1-154.

- 156. Defendants SAMIC, SAIC, and Milbank have in their possession money which in equity and in good conscience belongs to and ought to be paid to Plaintiff and the Class.
- 157. Defendants have in their possession money that has been wrongfully diverted from its proper use by Plaintiff and the Class, and has instead fallen into the hands of a third person, Defendants, who, in equity and good conscience, have an inferior right to that money.
- 158. The money had and received constitutes all premium payments for B, D & E coverage on Dwelling Fire policies purchased by Plaintiff and the Class using the Connect Platform between 2016-2021. The aforementioned money was and remains in Defendants' possession, in violation of the law.
- 159. Defendants have converted money that they knew or should have known that the payment of which to them was improper.
- 160. The money was paid to Defendants due to Defendants' scheme, and in return for insufficient consideration from Defendants.
- 161. Defendants were aware and had actual or constructive knowledge when they received the money, and they are currently aware and have actual or constructive knowledge, that the money was procured and retained through false pretenses, and by fraudulent means.
- 162. It would be inequitable, unjust, and unconscionable to allow Defendants to retain their ill-gotten gains.
- 163. Recovery by Plaintiff and the Class would leave all parties concerned in the position they should be in but for Defendants' scheme of selling phony insurance coverage.
- 164. Plaintiff and the Class have been directly and proximately injured as a result of Defendants' retention of the money they have wrongly received.
 - 165. Plaintiff and the Class have no adequate remedy at law.

COUNT SEVEN – CONSTRUCTIVE TRUST

Against Defendants SAMIC, SAIC, and Milbank

- 166. Plaintiff incorporates by reference the allegations in paragraphs 1-165.
- 167. Defendants SAMIC, SAIC, and Milbank hold title to the money by which they have been overpaid subject to an equitable duty to convey to Plaintiff and the Class because Defendants would be unjustly enriched if they were permitted to retain those funds.
- 168. The specific trust *res* consists of all premium payments for B, D & E coverage on Dwelling Fire policies purchased by Plaintiff and the Class using the Connect Platform between 2016-2021, and which *res* was and remains in Defendants' possession.
- 169. Defendants obtained the trust *res* by taking advantage of their relationship with Plaintiff and the Class.
- 170. Plaintiff has demanded payment from Defendants of the money they hold in constructive trust, but Defendants have refused to release the funds to Plaintiff or the Class.
- 171. The necessity for the imposition of a constructive trust arises from the circumstances of this case—i.e., the conduct set forth above by which Defendants sold illusory insurance coverage and then wrongfully retained the illegal premiums—which evidence fraud, undue influence, abuse of a confidential relationship, and other such circumstances suggesting unjust enrichment.
- 172. Plaintiff and the Class reasonably relied on conduct and assertions of Defendants in paying the illegal and excessive premiums for B, D & E coverage through the Connect Platform.

- 173. Defendants have been unjustly enriched for the reasons set forth in this complaint and because they have failed to discharge their equitable duty to convey the funds to Plaintiff and the Class.
 - 174. The imposition of a constructive trust is necessary to prevent unjust enrichment.
- 175. Plaintiff and the Class have been directly and proximately injured as a result of Defendants' violation of their equitable duty to convey the funds to Plaintiff and the Class.
 - 176. Plaintiff and the Class have no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all Class Members, demands judgment against Defendants as follows:

- (a) An order certifying the proposed Class under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as Class Representative and her attorneys as Class Counsel to represent the Class Members;
- (b) Ordering SAMIC and the JANE DOE Defendants to pay Plaintiff and the Class treble damages for all injuries Plaintiff and the Class have incurred to their business and property as a result of the acts of racketeering detailed above as authorized by 18 U.S.C. § 1964(c);
- (c) Ordering SAIC and Milbank to pay Plaintiff and the Class damages for all injuries Plaintiff and the Class have incurred to their business and property as a result of the Defendants' breach of contract;
- (d) Ordering SAMIC, SAIC, and Milbank to pay Plaintiff and the Class treble damages for all injuries Plaintiff and the Class have incurred to their business and property as a result of the Defendants' unfair and deceptive trade practices;
- (e) Ordering SAMIC, SAIC, and Milbank to pay Plaintiff and the Class damages for all injuries Plaintiff and the Class have incurred to their

business and property as a result of the Defendants' unjust enrichment, improper retention of money had and received, and violation of their equitable duty to convey funds to Plaintiff and the Class;

- (f) An order declaring the Defendants' conduct to be deceptive, wrongful, unfair and unconscionable;
- (g) An order entering judgment in favor of Plaintiff and the Class Members against Defendants;
- (h) Awarding Plaintiff and the Class prejudgment interest, at the rate of 6% per annum, on a joint and several liability basis against Defendants SAMIC, SAIC, and Milbank;
- (i) Declaring Defendants' scheme of selling illusory coverage through the Connect Platform to be unlawful;
- (j) Injunctive relief or an order of non-monetary relief as the Court may deem proper; and
- (k) An order awarding Plaintiff and the Class their reasonable attorneys' fees, cost and disbursement incurred as a result of this action, including but not limited to fees and costs under 18 U.S.C. § 1964(c).

DEMAND FOR JURY TRIAL

Plaintiff and the Class Members hereby demand a jury trial on all claims so triable in this action.

Respectfully submitted,

/s/ Kevin W. Fay

Richard M. Golomb, Esquire Kenneth J. Grunfeld, Esquire Kevin W. Fay, Esquire

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kgrunfeld@golomblegal.com kfay@golomblegal.com

Attorneys for Plaintiff and the Class

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

purpose of illinating the civil di	ocket slicet. (SEE INSTRUC	TIONS ON NEXT PAGE OF	THIS FORM.)		
I. (a) PLAINTIFFS			DEFENDANTS		
Kristina Travis, I similarly situated	Individually and on b	ehalf of all others	I	ile Mutual Ins. Co., Sta ., and Jane Does 1-10	
(b) County of Residence of	of First Listed Plaintiff N	lorthampton/Lehigl	h County of Residence	of First Listed Defendant C	Columbus, OH
* *	XCEPT IN U.S. PLAINTIFF CA		NOTE: IN LAND CO	(IN U.S. PLAINTIFF CASES O ONDEMNATION CASES, USE T	NLY)
(c) Attorneys (Firm Name,)	Address, and Telephone Numbe	r)	Attorneys (If Known)	OF LAND INVOLVED.	
Kevin W Fav F	sq, Golomb Spirt Gr	runfeld P.C.			
	Ste 2900 Phila, PA		177		
II. BASIS OF JURISD	ICTION (Place an "X" in	One Box Only)	(For Diversity Cases Only)		Place an "X" in One Box for Plaintifj and One Box for Defendant)
1 U.S. Government Plaintiff	3 Federal Question (U.S. Government)	Not a Party)	Citizen of This State P Citizen of This State	TF DEF 1 Incorporated or Pr of Business In T	
2 U.S. Government Defendant	4 Diversity (Indicate Citizenship)	ip of Parties in Item III)	Citizen of Another State	2 Incorporated and F of Business In A	
			Citizen or Subject of a Foreign Country	3 Foreign Nation	6 6
IV. NATURE OF SUIT	Γ (Place an "X" in One Box Or	ıly)		Click here for: Nature of S	Suit Code Descriptions.
CONTRACT		RTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance 120 Marine	PERSONAL INJURY 310 Airplane	PERSONAL INJURY 365 Personal Injury -	625 Drug Related Seizure of Property 21 USC 881	422 Appeal 28 USC 158 423 Withdrawal	375 False Claims Act 376 Qui Tam (31 USC
130 Miller Act	315 Airplane Product	Product Liability	690 Other	28 USC 157	3729(a))
140 Negotiable Instrument	Liability	367 Health Care/ Pharmaceutical		DDODEDTY DICHTS	400 State Reapportionment
150 Recovery of Overpayment & Enforcement of Judgment	320 Assault, Libel & Slander	Pharmaceutical Personal Injury		PROPERTY RIGHTS 820 Copyrights	410 Antitrust 430 Banks and Banking
151 Medicare Act	330 Federal Employers'	Product Liability		830 Patent	450 Commerce
152 Recovery of Defaulted Student Loans	Liability 340 Marine	368 Asbestos Personal Injury Product		835 Patent - Abbreviated New Drug Application	460 Deportation 470 Racketeer Influenced and
(Excludes Veterans)	345 Marine Product	Liability	* * * * * * * * * * * * * * * * * * * *	840 Trademark	Corrupt Organizations
153 Recovery of Overpayment of Veteran's Benefits	Liability 350 Motor Vehicle	PERSONAL PROPERT 370 Other Fraud	Y LABOR 710 Fair Labor Standards	880 Defend Trade Secrets Act of 2016	480 Consumer Credit (15 USC 1681 or 1692)
160 Stockholders' Suits	355 Motor Vehicle	371 Truth in Lending	Act		485 Telephone Consumer
190 Other Contract	Product Liability	380 Other Personal	720 Labor/Management	SOCIAL SECURITY	Protection Act
195 Contract Product Liability 196 Franchise	360 Other Personal Injury	Property Damage 385 Property Damage	Relations 740 Railway Labor Act	861 HIA (1395ff) 862 Black Lung (923)	490 Cable/Sat TV 850 Securities/Commodities/
	362 Personal Injury -	Product Liability	751 Family and Medical	863 DIWC/DIWW (405(g))	Exchange
REAL PROPERTY	Medical Malpractice CIVIL RIGHTS	PRISONER PETITIONS	Leave Act 790 Other Labor Litigation	864 SSID Title XVI 865 RSI (405(g))	890 Other Statutory Actions 891 Agricultural Acts
210 Land Condemnation	440 Other Civil Rights	Habeas Corpus:	791 Employee Retirement		893 Environmental Matters
220 Foreclosure	441 Voting	463 Alien Detainee	Income Security Act	FEDERAL TAX SUITS	895 Freedom of Information
230 Rent Lease & Ejectment 240 Torts to Land	442 Employment 443 Housing/	510 Motions to Vacate Sentence		870 Taxes (U.S. Plaintiff or Defendant)	Act 896 Arbitration
245 Tort Product Liability	Accommodations	530 General		871 IRS—Third Party	899 Administrative Procedure
290 All Other Real Property	445 Amer. w/Disabilities - Employment	535 Death Penalty Other:	IMMIGRATION 462 Naturalization Application	26 USC 7609	Act/Review or Appeal of Agency Decision
	446 Amer. w/Disabilities -	540 Mandamus & Other			950 Constitutionality of
	Other 448 Education	550 Civil Rights 555 Prison Condition	Actions		State Statutes
	4-10 Education	560 Civil Detainee -			
		Conditions of Confinement			
V. ORIGIN (Place an "X" i	n One Box Only)	Commencia		I.	1
x 1 Original 2 Ren	moved from 3	Remanded from Appellate Court		erred from 6 Multidistricer District Litigation Transfer	
	18 U.S.C. 1962(c) & (d)		filing (Do not cite jurisdictional state	<u> </u>	Direct I lie
VI. CAUSE OF ACTION	Brief description of ca		Trade Practices, Unjust Enrichmer	nt, and in position of constructive	e trust
VII. REQUESTED IN	× CHECK IF THIS	IS A CLASS ACTION	DEMAND \$	CHECK YES only	if demanded in complaint:
COMPLAINT:	UNDER RULE 2			JURY DEMAND:	Yes No
VIII. RELATED CASI	E(S) (See instructions):				
IF ANY	(See annaerons).	JUDGE		DOCKET NUMBER	
DATE		SIGNATURE OF ATTO			
12/9/2021		/s/ Kevin W. Fay, Esqu	uire		
FOR OFFICE USE ONLY					
RECEIPT # AM	MOUNT	APPLYING IFP	JUDGE	MAG. JUI	OGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- **I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box. Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- **III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- **IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.
- V. Origin. Place an "X" in one of the seven boxes.
 - Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date. Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.

Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

- VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.

 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- **VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A

To view this email as a web page, go here.



State Auto Connect | Connect Marketing



Hello, Agency Partner:

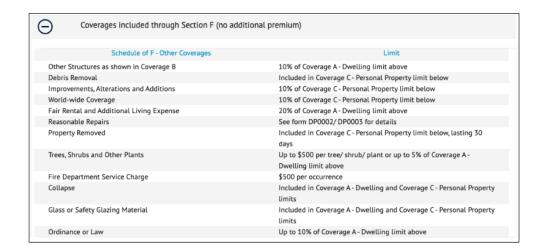
A Dwelling Fire policy is designed for customers with rental properties and/or seasonal, vacation, or secondary homes, as it provides coverage for damage from wind, lightning, hail, fire, explosion, and vandalism.*

But, did you know our base **Dwelling Fire** policy automatically includes:

- Coverage for other structures (10% of Coverage A)
- Coverage for fair rental value and additional living expense (20% of Coverage A)**

To ensure you have access to this information when making the best decision for your customers' coverage needs, we've enhanced how Coverage B and Coverage D & E are displayed on the quote screen in State Auto Connect®.

Beginning today, when quoting a DP2 or DP3, you'll be able to view the Schedule of F -Other Coverages, which are included at no additional cost. When quoting DP1, Connect will present Schedule of E - Other Coverages (no additional premium).



We've also added "helper text" for Coverage B - Other Structures and Coverage D - Fair Rental Value to clarify what is included in our base Dwelling Fire policy. Just click

the question mark icon next to the coverage.

Coverage C - Personal Department 20% of Cov A included. Addl. Limits can be purchased.	1,000
Coverage D - Fair Rental Value ? Limit	1000

In the coming weeks, we'll begin rolling out revised Declaration Pages to clearly display what's included in our base Dwelling Fire policy.

You can learn more about how to quote Dwelling Fire on State Auto Connect here.

^{*}These perils are covered on DP2 & DP3, DP1 only covers fire and explosion.
** In Virginia, Other Coverage provides 10% of Coverage A for Rental Value and Additional Living Expense and does not provide ordinance or law coverage.



Have questions?

Visit SAHelps.com or the Connect Marketing Site.



Sent date: 12/8/2021

To ensure you receive future communications from State Auto Insurance Companies, please add email@intouch.stateauto.com to your address book. View instructions.

This email was sent by: State Auto Insurance Companies 518 E. Broad St. Columbus, OH 43215 **United States**

Manage Communications | Privacy Policy

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EXHIBIT B

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 703 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549199	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

703 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$177,200	\$316.38
B. Other Structures	\$17,720	\$16.18
C. Personal Property	\$1,000	\$8.20
D & E. Fair Rental and Additional Living Expense		\$37.79
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$440.57

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$62.02

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954

Program: Standard Protection class: 3 Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/00/21 Page 3 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured

Total Policy Premium \$440.57

Kristina Travis 703 E GREEN ST	
ALLENTOWN, PA 18109	

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549199	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

703 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/00/21 Page 4 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 703 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
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Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

703 E GREEN ST ALLENTOWN, PA 18109



Questions?

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Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• F/36 (01/16) Dwelling Policy Cover Page

• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

<u>Additional Insured - Described Location</u>

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 706 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549208	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

706 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$177,200	\$316.38
B. Other Structures	\$17,720	\$16.18
C. Personal Property	\$1,000	\$8.20
D & E. Fair Rental and Additional Living Expense		\$37.79
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$440.57

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$62.02

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109

Miles from fire station: 5
Residence Type: Single Family Dwelling

Feet from hydrant: 500

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/00/21 Page 6 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 706 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549208	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

706 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/0<mark>9/21 Page 7 of 131</mark>

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 706 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549208	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

706 E GREEN ST ALLENTOWN, PA 18109



Questions?

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Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• F/36 (01/16) Dwelling Policy Cover Page

• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

<u>Additional Insured - Described Location</u>

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured

Kristina Travis 712 E GREEN ST

ALLENTOWN, PA 18109

Total	Policy Premium
	\$440.57

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549242	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

712 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$177,200	\$316.38
B. Other Structures	\$17,720	\$16.18
C. Personal Property	\$1,000	\$8.20
D & E. Fair Rental and Additional Living Expense		\$37.79
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$440.57

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$62.02

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/00/21 Page 9 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured \$440.57

Kristina Travis
712 E GREEN ST
ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549242	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

712 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 10 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured

Kristina Travis 712 E GREEN ST ALLENTOWN, PA 18109

Total	Poli	cy i	Prem	ium
	\$44	40.	<i>57</i>	

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549242	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

712 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• F/36 (01/16) Dwelling Policy Cover Page

• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

<u>Additional Insured - Described Location</u>

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

ocument 1-3 Filed 12/09/21 Page 11 of 131

New Declaration

Total Policy Premium

\$435.01

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured

Kristina Travis

708 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549250	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

708 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$170,200	\$315.29
B. Other Structures	\$17,020	\$15.48
C. Personal Property	\$1,000	\$8.37
D & E. Fair Rental and Additional Living Expense		\$36.30
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$435.01

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$59.57

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Single Family Dwelling Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 12 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$435.01

Named Insured

Kristina Travis 708 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549250	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

708 E GREEN ST ALLENTOWN, PA 18109



Questions?

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Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
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• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 13 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$435.01

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Kristina Travis 708 E GREEN ST ALLENTOWN, PA 18109

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Insured Location:

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Questions?

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Your Forms and Endorsements

• F/36 (01/16) Dwelling Policy Cover Page

• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

<u>Additional Insured - Described Location</u>

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured

Kristina Travis 713 E GREEN ST

ALLENTOWN, PA 18109

Total	Pol	icy	Pre	mi	um
	\$4	<i>35.</i>	01		

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549264	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

713 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$170,200	\$315.29
B. Other Structures	\$17,020	\$15.48
C. Personal Property	\$1,000	\$8.37
D & E. Fair Rental and Additional Living Expense		\$36.30
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$435.01

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$59.57

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Townhouse or Rowhouse

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 15 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$435.01

Named Insured

Kristina Travis 713 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
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Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

713 E GREEN ST ALLENTOWN, PA 18109



Questions?

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• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
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• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 16 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured

Total Policy Premium \$435.01

Kristina Travis 713 E GREEN ST	
ALLENTOWN, PA 18109	

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• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

<u>Additional Insured - Described Location</u>

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium Named Insured

\$440.57

Kristina Travis

715 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549274	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

715 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$177,200	\$316.38
B. Other Structures	\$17,720	\$16.18
C. Personal Property	\$1,000	\$8.20
D & E. Fair Rental and Additional Living Expense		\$37.79
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$440.57

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$62.02

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954

Program: Standard Protection class: 3 Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Townhouse or Rowhouse

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 715 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549274	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

715 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 19 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 715 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549274	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

715 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• F/36 (01/16) Dwelling Policy Cover Page

• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

<u>Additional Insured - Described Location</u>

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

New Declaration

Total Policy Premium

\$435.01

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured

Kristina Travis

720 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549282	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

720 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$170,200	\$315.29
B. Other Structures	\$17,020	\$15.48
C. Personal Property	\$1,000	\$8.37
D & E. Fair Rental and Additional Living Expense		\$36.30
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$435.01

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$59.57

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Townhouse or Rowhouse

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium Named Insured

\$435.01

Kristina Travis 720 E GREEN ST	
ALLENTOWN, PA 18109	

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549282	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

720 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium Named Insured

\$435.01

Kristina Travis 720 E GREEN ST	
ALLENTOWN, PA 18109	

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549282	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

720 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• FI36 (01/16)**Dwelling Policy Cover Page**

 FI36A (01/16)**Your Dwelling Quick Reference**

• FI189 (10/00)**Lead Contamination Liability Exclusion Endorsement**

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 750 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$177,200	\$316.38
B. Other Structures	\$17,720	\$16.18
C. Personal Property	\$1,000	\$8.20
D & E. Fair Rental and Additional Living Expense		\$37.79
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$440.57

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$62.02

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Townhouse or Rowhouse

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 750 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured

\$440.57

Total Policy Premium

Kristina Travis		
750 E GREEN ST		
ALLENTOWN, PA 18109		

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• F/36 (01/16) Dwelling Policy Cover Page

• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

<u>Additional Insured - Described Location</u>

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium Named Insured

\$435.01

Kristina Travis

751 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549302	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

751 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$170,200	\$315.29
B. Other Structures	\$17,020	\$15.48
C. Personal Property	\$1,000	\$8.37
D & E. Fair Rental and Additional Living Expense		\$36.30
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$435.01

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$59.57

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954

Program: Standard Protection class: 3 Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$435.01

Named Insured

Kristina Travis 751 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549302	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

751 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured

Total Policy Premium \$435.01

Kristina Travis 751 N HALSTEAD ST	
ALLENTOWN, PA 18109	

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549302	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

751 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• F/36 (01/16) Dwelling Policy Cover Page

• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

<u>Additional Insured - Described Location</u>

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium Named Insured

\$435.01

Kristina Travis

752 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549312	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

752 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$170,200	\$315.29
B. Other Structures	\$17,020	\$15.48
C. Personal Property	\$1,000	\$8.37
D & E. Fair Rental and Additional Living Expense		\$36.30
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$435.01

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$59.57

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954

Program: Standard Protection class: 3 Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 30 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured \$435.01

Kristina Travis
752 E GREEN ST
ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549312	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

752 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision	
• DL2401	(07/14)	Personal Liability	
• DL2410	(12/02)	Additional Insured	
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)	
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage	
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act	
• DL2537	(12/14)	Special Provisions - Pennsylvania	
• DP0002	(07/14)	Dwelling Property 2-broad form	
• DP0137	(06/07)	Special Provisions - Pennsylvania	
• DP0204	(12/03)	Cancellation and Non-Renewal	
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage	
• DP0441	(12/02)	Additional Insured - Described Location	
• DP0470	(12/02)	Premises Alarm or Fire Protection System	
• DP0499	(07/14)	Sinkhole Collapse	
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act	

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$435.01

Named Insured

Kristina Travis 752 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549312	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

752 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• F/36 (01/16) Dwelling Policy Cover Page

• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 32 of 131

New Declaration

Total Policy Premium

\$435.01

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured

Kristina Travis

753 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549326	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

753 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$170,200	\$315.29
B. Other Structures	\$17,020	\$15.48
C. Personal Property	\$1,000	\$8.37
D & E. Fair Rental and Additional Living Expense		\$36.30
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$435.01

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$59.57

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500
Miles from fire station: 5
Residence Type: Single Family D

Residence Type: Single Family Dwelling

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 33 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$435.01

Named Insured

Kristina Travis 753 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549326	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

753 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$435.01

Named Insured

Kristina Travis 753 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549326	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

753 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• F/36 (01/16) Dwelling Policy Cover Page

• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

<u>Additional Insured - Described Location</u>

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium Named Insured

\$440.57

Kristina Travis 754 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549337	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

754 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$177,200	\$316.38
B. Other Structures	\$17,720	\$16.18
C. Personal Property	\$1,000	\$8.20
D & E. Fair Rental and Additional Living Expense		\$37.79
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$440.57

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$62.02

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954

Program: Standard Protection class: 3 Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 754 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549337	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

754 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 37 of 131

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 754 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549337	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

754 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• F/36 (01/16) Dwelling Policy Cover Page

• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

<u>Additional Insured - Described Location</u>

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

New Declaration

Total Policy Premium

\$440.57

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Named Insured

Kristina Travis

764 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549345	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

764 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$177,200	\$316.38
B. Other Structures	\$17,720	\$16.18
C. Personal Property	\$1,000	\$8.20
D & E. Fair Rental and Additional Living Expense		\$37.79
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$440.57

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$62.02

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500
Miles from fire station: 5
Residence Type: Single Family

Residence Type: Single Family Dwelling

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 764 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549345	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

764 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 764 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549345	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

764 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• F/36 (01/16) Dwelling Policy Cover Page

• FI36A (01/16) Your Dwelling Quick Reference

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

<u>Additional Insured - Described Location</u>

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 703 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549199	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

703 E GREEN ST ALLENTOWN, PA 18109



Questions?

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$188,200	\$341.53
B. Other Structures	\$18,820	\$17.23
C. Personal Property	\$1,000	\$8.53
D & E. Fair Rental and Additional Living Expense		\$40.13
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$473.29

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$65.87

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Total Policy Premium

\$473.29

Kristina Travis

Named Insured

703 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549199	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

703 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954

Program: Standard Protection class: 3 Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2401	(07/14)	Personal Liability
• FI36A	(01/16)	Your Dwelling Quick Reference
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DF2073	(09/07)	Amendment of Cancellation Provision
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DL2537	(12/14)	Special Provisions - Pennsylvania

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 703 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549199	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

• DP0002

Insured Location:

703 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

(07/14)

	, , ,	5 ,
• DP0441	(12/02)	Additional Insured - Described Location
• DL2410	(12/02)	Additional Insured
• FI36	(01/16)	Dwelling Policy Cover Page
• DP0499	(07/14)	Sinkhole Collapse
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DP0204	(12/03)	Cancellation and Non-Renewal
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Dwelling Property 2-broad form

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 44 of 13

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 703 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549199	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

703 E GREEN ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

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Renewal Declaration

Total Policy Premium

\$473.29

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Named Insured

Kristina Travis

706 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549208	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

706 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$188,200	\$341.53
B. Other Structures	\$18,820	\$17.23
C. Personal Property	\$1,000	\$8.53
D & E. Fair Rental and Additional Living Expense		\$40.13
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$473.29

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$65.87

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864 **Dwelling Fire Policy**

Issue Date: 05/23/2020

Total Policy Premium \$473.29

Named Insured

Kristina Travis 706 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549208	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

706 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• FI36	(01/16)	Dwelling Policy Cover Page
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2410	(12/02)	Additional Insured
• DF2073	(09/07)	Amendment of Cancellation Provision
• DP0137	(06/07)	Special Provisions - Pennsylvania
• FI36A	(01/16)	Your Dwelling Quick Reference

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 706 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549208	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

DP0499

Insured Location:

706 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

(07/14)

• DP0441	(12/02)	Additional Insured - Described Location
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2401	(07/14)	Personal Liability
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0204	(12/03)	Cancellation and Non-Renewal
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Sinkhole Collapse

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 48 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 706 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549208	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

706 E GREEN ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 712 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549242	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

712 E GREEN ST ALLENTOWN, PA 18109



Questions?

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$188,200	\$341.53
B. Other Structures	\$18,820	\$17.23
C. Personal Property	\$1,000	\$8.53
D & E. Fair Rental and Additional Living Expense		\$40.13
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$473.29

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$65.87

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Total Policy Premium \$473.29

Named Insured

Kristina Travis 712 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549242	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

712 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2401	(07/14)	Personal Liability
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• FI36	(01/16)	Dwelling Policy Cover Page
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2410	(12/02)	Additional Insured

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 712 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549242	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

• DP0002

Insured Location:

712 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

(07/14)

• DP0441	(12/02)	Additional Insured - Described Location
• DP0204	(12/03)	Cancellation and Non-Renewal
• DF2073	(09/07)	Amendment of Cancellation Provision
• FI36A	(01/16)	Your Dwelling Quick Reference
• DP0499	(07/14)	Sinkhole Collapse
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Dwelling Property 2-broad form

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 52 of 13

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 712 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549242	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

712 E GREEN ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 708 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549250	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

708 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

_		
Property Coverages	Limit	Premium
A. Dwelling	\$180,800	\$340.20
B. Other Structures	\$18,080	\$16.50
C. Personal Property	\$1,000	\$8.70
D & E. Fair Rental and Additional Living Expense		\$38.56
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$467.24

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$63.28

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Total Policy Premium \$467.24

Named Insured

Kristina Travis 708 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549250	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

708 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted

Year built: 1954

Program: Standard Protection class: 3 Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

• DP0499	(07/14)	Sinkhole Collapse
• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2410	(12/02)	Additional Insured
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DF2073	(09/07)	Amendment of Cancellation Provision
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• FI36	(01/16)	Dwelling Policy Cover Page

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 708 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549250	07/01/20 - 07/01/21	Milbank Insurance Company

Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

• DP0538

Insured Location:

708 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

(01/15)

		Risk Insurance Act
• DL2489 (C	. ,	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2401 (C	07/14)	Personal Liability
• DL2411 (C	07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DP0002 (C	07/14)	Dwelling Property 2-broad form
• DP0441 (1	12/02)	Additional Insured - Described Location
• DP0204 (1	12/03)	Cancellation and Non-Renewal
• FI189 (1	10/00)	Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 56 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 708 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549250	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

708 E GREEN ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 713 E GREEN ST ALLENTOWN, PA 18109-1823

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549264	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

713 E GREEN ST ALLENTOWN, PA 18109



Questions?

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$180,800	\$340.20
B. Other Structures	\$18,080	\$16.50
C. Personal Property	\$1,000	\$8.70
D & E. Fair Rental and Additional Living Expense		\$38.56
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$467.24

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$63.28

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Total Policy Premium \$467.24

Named Insured

Kristina Travis 713 E GREEN ST ALLENTOWN, PA 18109-1823

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549264	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

713 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954

on type: Protection class: 3
ockpainted Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Townhouse or Rowhouse

Your Forms and Endorsements

Program: Standard

• FI36	(01/16)	Dwelling Policy Cover Page
• F136A	(01/16)	Your Dwelling Quick Reference
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DF2073	(09/07)	Amendment of Cancellation Provision
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 713 E GREEN ST ALLENTOWN, PA 18109-1823

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549264	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

713 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2410	(12/02)	Additional Insured
• DP0002	(07/14)	Dwelling Property 2-broad form
• DL2401	(07/14)	Personal Liability
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0441	(12/02)	Additional Insured - Described Location
• DP0499	(07/14)	Sinkhole Collapse
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 60 of 13

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 713 E GREEN ST ALLENTOWN, PA 18109-1823

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549264	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

713 E GREEN ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 715 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549274	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

715 E GREEN ST ALLENTOWN, PA 18109



Questions?

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$188,200	\$341.53
B. Other Structures	\$18,820	\$17.23
C. Personal Property	\$1,000	\$8.53
D & E. Fair Rental and Additional Living Expense		\$40.13
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$473.29

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$65.87

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864 **Dwelling Fire Policy**

Issue Date: 05/23/2020

Total Policy Premium \$473.29

Kristina Travis

Named Insured

715 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549274	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

715 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Townhouse or Rowhouse

• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2410	(12/02)	Additional Insured
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0204	(12/03)	Cancellation and Non-Renewal
• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2401	(07/14)	Personal Liability

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 715 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company	
1000549274	07/01/20 - 07/01/21	Milbank Insurance Company	

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

715 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DP0499	(07/14)	Sinkhole Collapse
• DP0441	(12/02)	Additional Insured - Described Location
• FI36	(01/16)	Dwelling Policy Cover Page
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0137	(06/07)	Special Provisions - Pennsylvania
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 64 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 715 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company	
1000549274	07/01/20 - 07/01/21	Milbank Insurance Company	

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

715 E GREEN ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 720 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549282	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

720 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

_		
Property Coverages	Limit	Premium
A. Dwelling	\$180,800	\$340.20
B. Other Structures	\$18,080	\$16.50
C. Personal Property	\$1,000	\$8.70
D & E. Fair Rental and Additional Living Expense		\$38.56
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$467.24

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$63.28

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Total Policy Premium \$467.24

Named Insured

Kristina Travis 720 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549282	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

720 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted

Protection class: 3 Territory: 18109 Year built: 1954

Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Townhouse or Rowhouse

Your Forms and Endorsements

Program: Standard

• DP0499	(07/14)	Sinkhole Collapse
• FI36A	(01/16)	Your Dwelling Quick Reference
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DL2401	(07/14)	Personal Liability
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 720 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549282	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

720 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• FI36	(01/16)	Dwelling Policy Cover Page
• DP0204	(12/03)	Cancellation and Non-Renewal
• DF2073	(09/07)	Amendment of Cancellation Provision
• DP0441	(12/02)	Additional Insured - Described Location
• DL2410	(12/02)	Additional Insured
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 68 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis720 E GREEN ST
ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549282	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

720 E GREEN ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

This declaration page with policy forms and endorsements completes the policy. This policy will continue in force for the period indicated upon valid payment of the premium, when due.

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 69 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 750 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$188,200	\$341.53
B. Other Structures	\$18,820	\$17.23
C. Personal Property	\$1,000	\$8.53
D & E. Fair Rental and Additional Living Expense		\$40.13
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$473.29

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$65.87

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Total Policy Premium \$473.29

Named Insured

Kristina Travis 750 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Townhouse or Rowhouse

• DP0002	(07/14)	Dwelling Property 2-broad form
• FI36	(01/16)	Dwelling Policy Cover Page
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DL2401	(07/14)	Personal Liability
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 750 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• FI36A	(01/16)	Your Dwelling Quick Reference
• DP0499	(07/14)	Sinkhole Collapse
• DP0441	(12/02)	Additional Insured - Described Location
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2410	(12/02)	Additional Insured
• DP0204	(12/03)	Cancellation and Non-Renewal
• DF2073	(09/07)	Amendment of Cancellation Provision
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 72 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 750 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

This declaration page with policy forms and endorsements completes the policy. This policy will continue in force for the period indicated upon valid payment of the premium, when due.

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 751 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549302	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

751 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$180,800	\$340.20
B. Other Structures	\$18,080	\$16.50
C. Personal Property	\$1,000	\$8.70
D & E. Fair Rental and Additional Living Expense		\$38.56
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$467.24

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$63.28

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Total Policy Premium \$467.24

Named Insured

Kristina Travis 751 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549302	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

751 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DF2073	(09/07)	Amendment of Cancellation Provision
• FI36A	(01/16)	Your Dwelling Quick Reference
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0499	(07/14)	Sinkhole Collapse
• DP0204	(12/03)	Cancellation and Non-Renewal
• DL2410	(12/02)	Additional Insured
• DP0441	(12/02)	Additional Insured - Described Location
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 751 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549302	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

• DL2537

Insured Location:

751 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

(12/14)

• DP0002	(07/14)	Dwelling Property 2-broad form
• FI36	(01/16)	Dwelling Policy Cover Page
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2401	(07/14)	Personal Liability
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Special Provisions - Pennsylvania

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 76 of 13

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 751 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549302	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

751 N HALSTEAD ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

This declaration page with policy forms and endorsements completes the policy. This policy will continue in force for the period indicated upon valid payment of the premium, when due.

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 752 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549312	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

752 E GREEN ST ALLENTOWN, PA 18109



Questions?

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$180,800	\$340.20
B. Other Structures	\$18,080	\$16.50
C. Personal Property	\$1,000	\$8.70
D & E. Fair Rental and Additional Living Expense		\$38.56
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$467.24

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$63.28

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864 Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Total Policy Premium \$467.24

Named Insured

Kristina Travis 752 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549312	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

752 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

• DP0499	(07/14)	Sinkhole Collapse
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2410	(12/02)	Additional Insured
• FI36	(01/16)	Dwelling Policy Cover Page
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0441	(12/02)	Additional Insured - Described Location
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DL2401	(07/14)	Personal Liability

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 752 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549312	07/01/20 - 07/01/21	Milbank Insurance Company

Premises Liability (Non-Owner Occupied Dwelling)

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

• DL2411

Insured Location:

752 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

(07/14)

• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• FI36A	(01/16)	Your Dwelling Quick Reference
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DF2073	(09/07)	Amendment of Cancellation Provision
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 752 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549312	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

752 E GREEN ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

This declaration page with policy forms and endorsements completes the policy. This policy will continue in force for the period indicated upon valid payment of the premium, when due.

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 753 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549326	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

753 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$180,800	\$340.20
B. Other Structures	\$18,080	\$16.50
C. Personal Property	\$1,000	\$8.70
D & E. Fair Rental and Additional Living Expense		\$38.56
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$467.24

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$63.28

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Total Policy Premium \$467.24

Named Insured

Kristina Travis 753 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549326	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

753 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954

• DP0499

Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

Your Forms and Endorsements

• DP0470	(12/02)	Premises Alarm or Fire Protection System
• FI36	(01/16)	Dwelling Policy Cover Page
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2410	(12/02)	Additional Insured
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DF2073	(09/07)	Amendment of Cancellation Provision

Sinkhole Collapse

(07/14)

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 83 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 753 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549326	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

753 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DL2401	(07/14)	Personal Liability
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DP0441	(12/02)	Additional Insured - Described Location
• DP0204	(12/03)	Cancellation and Non-Renewal
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 84 of 13:

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$467.24

Named Insured

Kristina Travis 753 N HALSTEAD ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549326	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

753 N HALSTEAD ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

This declaration page with policy forms and endorsements completes the policy. This policy will continue in force for the period indicated upon valid payment of the premium, when due.

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 85 of 13:

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 754 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549337	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

754 E GREEN ST ALLENTOWN, PA 18109



Questions?

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$188,200	\$341.53
B. Other Structures	\$18,820	\$17.23
C. Personal Property	\$1,000	\$8.53
D & E. Fair Rental and Additional Living Expense		\$40.13
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$473.29

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$65.87

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Total Policy Premium \$473.29

Named Insured

Kristina Travis 754 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549337	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

754 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted

Year built: 1954

Program: Standard Protection class: 3 Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DP0499	(07/14)	Sinkhole Collapse
• FI36A	(01/16)	Your Dwelling Quick Reference
• DP0204	(12/03)	Cancellation and Non-Renewal
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2410	(12/02)	Additional Insured
• DP0441	(12/02)	Additional Insured - Described Location
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 754 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549337	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

• DP0470

Insured Location:

754 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

(12/02)

• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• FI36	(01/16)	Dwelling Policy Cover Page
000427	(0.5 (0.7)	
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism
		Risk Insurance Act
• DL2401	(07/14)	Personal Liability
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement
- 11105	(10,00)	Lead Containingtion Liability Exclusion Endorsement

Premises Alarm or Fire Protection System

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 88 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 754 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549337	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

754 E GREEN ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

This declaration page with policy forms and endorsements completes the policy. This policy will continue in force for the period indicated upon valid payment of the premium, when due.

nt 1-3 Filed 12/09/21 Page 89 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 764 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549345	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

764 E GREEN ST ALLENTOWN, PA 18109



Questions?

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$188,200	\$341.53
B. Other Structures	\$18,820	\$17.23
C. Personal Property	\$1,000	\$8.53
D & E. Fair Rental and Additional Living Expense		\$40.13
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$473.29

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$65.87

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Total Policy Premium \$473.29

Named Insured

Kristina Travis 764 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549345	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

764 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5

Residence Type: Single Family Dwelling

• DL2537	(12/14)	Special Provisions - Pennsylvania
• DF2073	(09/07)	Amendment of Cancellation Provision
• DP0002	(07/14)	Dwelling Property 2-broad form
• DL2410	(12/02)	Additional Insured
• DP0441	(12/02)	Additional Insured - Described Location
• DP0204	(12/03)	Cancellation and Non-Renewal
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• FI36A	(01/16)	Your Dwelling Quick Reference
• DP0499	(07/14)	Sinkhole Collapse

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 91 of

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 764 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549345	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

• DP0137

Insured Location:

764 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

(06/07)

• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DL2401	(07/14)	Personal Liability
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• FI36	(01/16)	Dwelling Policy Cover Page
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Special Provisions - Pennsylvania

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 92 of 13

Renewal Declaration

Dwelling Fire Policy

Issue Date: 05/23/2020

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$473.29

Named Insured

Kristina Travis 764 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549345	07/01/20 - 07/01/21	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

764 E GREEN ST ALLENTOWN, PA 18109

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

This declaration page with policy forms and endorsements completes the policy. This policy will continue in force for the period indicated upon valid payment of the premium, when due.

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Named Insured

Total Policy Premium \$484.99

Kristina Travis		
26 W Broad Street		
BETHLEHEM, PA 18018		

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$190,500	\$355.68
B. Other Structures	\$19,050	\$15.93
C. Personal Property	\$1,000	\$9.64
D & E. Fair Rental and Additional Living Expense		\$37.06
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$66.68
	Total Premium	\$484.99

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard
Protection class: 3
Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Townhouse or Rowhouse Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 94 of

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$484.99

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• FI36	(01/16)	Dwelling Policy Cover Page
• FI36A	(01/16)	Your Dwelling Quick Reference
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DP0499	(07/14)	Sinkhole Collapse
• DL2401	(07/14)	Personal Liability
• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2410	(12/02)	Additional Insured

Case 5:21-cv-05395-JLS Document 1-3 Filed 1

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$484.99

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

LN#None

FIRST COMMONWEALTH FEDERAL CREDIT UNION ISAOA

PO Box 20450 Lehigh Valley, PA 18002 DT Capital Investments LLC 26 W Broad Street

Bethlehem, PA 18018

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

This declarations page with policy forms and endorsements completes the Policy. This Policy will continue in force for the period indicated upon valid payment of the premium, when due.

Case 5:21-cv-05395-JLS Document 1-3 Filed 1

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St

Bethlehem, PA 18015-1864

Total Policy Premium \$463.11

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549199	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

703 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$190,500	\$333.80
B. Other Structures	\$19,050	\$15.93
C. Personal Property	\$1,000	\$9.64
D & E. Fair Rental and Additional Living Expense		\$37.06
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$66.68
	Total Premium	\$463.11

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954

Program: Standard Protection class: 3 Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Single Family Dwelling Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 9

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$463.11

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549199	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

703 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2401	(07/14)	Personal Liability
• FI36	(01/16)	Dwelling Policy Cover Page
• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2410	(12/02)	Additional Insured
• DP0499	(07/14)	Sinkhole Collapse
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage

Case 5:21-cv-05395-JLS Document 1-3 Filed 1

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$463.11

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549199	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

703 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DL2537 (12/14) Special Provisions - Pennsylvania

• DF2073 (09/07) Amendment of Cancellation Provision

• FI189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 EN#None
FIRST COMMONWEALTH
FEDERAL CREDIT UNION
ISAOA
PO Box 20450

Lehigh Valley, PA 18002

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

This declarations page with policy forms and endorsements completes the Policy. This Policy will continue in force for the period indicated upon valid payment of the premium, when due.

Case 5:21-cv-05395-JLS Document 1-3 Filed 1

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$449.38

Named Insured

Kristina Travis26 W Broad Street
BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549208	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

706 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$190,500	\$320.07
B. Other Structures	\$19,050	\$15.93
C. Personal Property	\$1,000	\$9.64
D & E. Fair Rental and Additional Living Expense		\$37.06
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$66.68
	Total Premium	\$449.38

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Single Family Dwelling Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 100 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$449.38

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549208	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

706 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DF2073	(09/07)	Amendment of Cancellation Provision
• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2401	(07/14)	Personal Liability
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• FI36	(01/16)	Dwelling Policy Cover Page

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 101 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$449.38

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549208	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

706 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2410	(12/02)	Additional Insured
• FI189	(10/00)	Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 EN#None
FIRST COMMONWEALTH
FEDERAL CREDIT UNION
ISAOA
PO Box 20450
Lehigh Valley, PA 18002

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

This declarations page with policy forms and endorsements completes the Policy. This Policy will continue in force for the period indicated upon valid payment of the premium, when due.

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 102 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$484.99

Named Insured

Kristina Travis26 W Broad Street
BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549242	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

712 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$190,500	\$355.68
B. Other Structures	\$19,050	\$15.93
C. Personal Property	\$1,000	\$9.64
D & E. Fair Rental and Additional Living Expense		\$37.06
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$66.68
	Total Premium	\$484.99

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard
Protection class: 3
Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Single Family Dwelling Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 103 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$484.99

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549242	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

712 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0204	(12/03)	Cancellation and Non-Renewal
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• FI36	(01/16)	Dwelling Policy Cover Page
• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2410	(12/02)	Additional Insured

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 104 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$484.99

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549242	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

712 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DF2073 (09/07) Amendment of Cancellation Provision

• DL2401 (07/14) Personal Liability

• Fl189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 EN#None
FIRST COMMONWEALTH
FEDERAL CREDIT UNION
ISAOA
PO Box 20450

Lehigh Valley, PA 18002

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 105 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/20/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$478.90

Named Insured

Kristina Travis
26 W Broad Str

26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549250	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

708 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$183,000	\$354.16
B. Other Structures	\$18,300	\$15.26
C. Personal Property	\$1,000	\$9.83
D & E. Fair Rental and Additional Living Expense		\$35.60
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$64.05
	Total Premium	\$478.90

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Single Family Dwelling Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 106 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/20/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$478.90

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549250	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

708 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• FI36	(01/16)	Dwelling Policy Cover Page
• FI36A	(01/16)	Your Dwelling Quick Reference
• DP0002	(07/14)	Dwelling Property 2-broad form
• DF2073	(09/07)	Amendment of Cancellation Provision
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2401	(07/14)	Personal Liability
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2410	(12/02)	Additional Insured
• DP0499	(07/14)	Sinkhole Collapse
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0441	(12/02)	Additional Insured - Described Location
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 107 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/20/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Named Insured **Total Policy Premium** \$478.90

Kristina Travis

26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549250	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

708 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DL2471 (12/02) Limited Fungi, Wet or Dry Rot, or Bacteria Coverage

• DL2489 (01/15) Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism

Risk Insurance Act

• F1189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

LN#None

FIRST COMMONWEALTH FEDERAL CREDIT UNION ISAOA

PO Box 20450 Lehigh Valley, PA 18002 DT Capital Investments LLC 26 W Broad Street

Bethlehem, PA 18018

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 108 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$551.37

Named Insured

Kristina Travis
26 W BROAD ST

BETHLEHEM, PA 18018-5732

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549264	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

713 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$183,000	\$422.07
B. Other Structures	\$18,300	\$15.26
C. Personal Property	\$1,000	\$14.39
D & E. Fair Rental and Additional Living Expense		\$35.60
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$64.05
	Total Premium	\$551.37

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Townhouse or Rowhouse Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 109 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$551.37

Named Insured

Kristina Travis 26 W BROAD ST BETHLEHEM, PA 18018-5732

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549264	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

713 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DL2410	(12/02)	Additional Insured
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DP0002	(07/14)	Dwelling Property 2-broad form
• FI36	(01/16)	Dwelling Policy Cover Page
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 110 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$551.37

Named Insured

Kristina Travis 26 W BROAD ST BETHLEHEM, PA 18018-5732

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549264	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

713 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DL2537 (12/14) Special Provisions - Pennsylvania

• FI36A (01/16) Your Dwelling Quick Reference

• Fl189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 EN#None
FIRST COMMONWEALTH
FEDERAL CREDIT UNION
ISAOA
PO Box 20450

Lehigh Valley, PA 18002

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 111 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St

700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$463.11

Named Insured

Kristina Travis
26 W Broad Street
BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549274	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

715 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$190,500	\$333.80
B. Other Structures	\$19,050	\$15.93
C. Personal Property	\$1,000	\$9.64
D & E. Fair Rental and Additional Living Expense		\$37.06
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$66.68
	Total Premium	\$463.11

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Townhouse or Rowhouse Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 112 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$463.11

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549274	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

715 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DP0002	(07/14)	Dwelling Property 2-broad form
• FI36	(01/16)	Dwelling Policy Cover Page
• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2410	(12/02)	Additional Insured
• DP0499	(07/14)	Sinkhole Collapse
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2401	(07/14)	Personal Liability
• DF2073	(09/07)	Amendment of Cancellation Provision
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage

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Renewal Declaration

Total Policy Premium

\$463.11

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Named Insured

Kristina Travis

26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549274	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

715 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DP0441 (12/02) Additional Insured - Described Location

• DP0137 (06/07) Special Provisions - Pennsylvania

• Fl189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 LN#None
FIRST COMMONWEALTH
FEDERAL CREDIT UNION
ISAOA

PO Box 20450 Lehigh Valley, PA 18002

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 114 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$478.90

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549282	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

720 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$183,000	\$354.16
B. Other Structures	\$18,300	\$15.26
C. Personal Property	\$1,000	\$9.83
D & E. Fair Rental and Additional Living Expense		\$35.60
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$64.05
	Total Premium	\$478.90

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Townhouse or Rowhouse **Daubert Shannon & Associates, LLC** 700 Evans St Bethlehem, PA 18015-1864

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Total Policy Premium \$478.90

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549282	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

720 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• FI36	(01/16)	Dwelling Policy Cover Page
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0441	(12/02)	Additional Insured - Described Location
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0204	(12/03)	Cancellation and Non-Renewal
• DL2401	(07/14)	Personal Liability
• DF2073	(09/07)	Amendment of Cancellation Provision

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$478.90

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549282	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

720 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DL2410 (12/02) Additional Insured

• DL2411 (07/14) Premises Liability (Non-Owner Occupied Dwelling)

• F/189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

LN#None

FIRST COMMONWEALTH FEDERAL CREDIT UNION ISAOA

PO Box 20450 Lehigh Valley, PA 18002 DT Capital Investments LLC 26 W Broad Street

Bethlehem, PA 18018

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 117 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$445.32

Named Insured

Kristina Travis
26 W Broad Str

26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549302	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

751 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$183,000	\$320.58
B. Other Structures	\$18,300	\$15.26
C. Personal Property	\$1,000	\$9.83
D & E. Fair Rental and Additional Living Expense		\$35.60
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$64.05
	Total Premium	\$445.32

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Single Family Dwelling Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 118 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

To Terrorism

To Terrorism

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$445.32

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549302	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

751 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DP0499	(07/14)	Sinkhole Collapse
• FI36	(01/16)	Dwelling Policy Cover Page
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant Risk Insurance Act
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant Risk Insurance Act
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0441	(12/02)	Additional Insured - Described Location
• DL2410	(12/02)	Additional Insured
• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2401	(07/14)	Personal Liability
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0204	(12/03)	Cancellation and Non-Renewal

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$445.32

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549302	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

751 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DP0002 (07/14) Dwelling Property 2-broad form

• DP0137 (06/07) Special Provisions - Pennsylvania

• Fl189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 EN#None
FIRST COMMONWEALTH
FEDERAL CREDIT UNION
ISAOA
PO Box 20450

Lehigh Valley, PA 18002

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 120 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$478.90

Named Insured

Kristina Travis26 W Broad Street
BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549312	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

752 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$183,000	\$354.16
B. Other Structures	\$18,300	\$15.26
C. Personal Property	\$1,000	\$9.83
D & E. Fair Rental and Additional Living Expense		\$35.60
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$64.05
	Total Premium	\$478.90

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard
Protection class: 3
Territory: 18109

Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Single Family Dwelling **Daubert Shannon & Associates, LLC** 700 Evans St Bethlehem, PA 18015-1864 Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Total Policy Premium \$478.90

Named Insured \$4

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549312	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

752 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0441	(12/02)	Additional Insured - Described Location
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• FI36	(01/16)	Dwelling Policy Cover Page
• DL2410	(12/02)	Additional Insured
• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2401	(07/14)	Personal Liability
• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DP0499	(07/14)	Sinkhole Collapse
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$478.90

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549312	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

752 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania

Mortgagee, its successors and/or assigns:

LN#None

• FI189

FIRST COMMONWEALTH FEDERAL CREDIT UNION ISAOA

PO Box 20450 Lehigh Valley, PA 18002 DT Capital Investments LLC 26 W Broad Street

Bethlehem, PA 18018

Lead Contamination Liability Exclusion Endorsement

Schedule Information

(10/00)

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$454.31

Named Insured

Kristina Travis

26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549326	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

753 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$183,000	\$329.57
B. Other Structures	\$18,300	\$15.26
C. Personal Property	\$1,000	\$9.83
D & E. Fair Rental and Additional Living Expense		\$35.60
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$64.05
	Total Premium	\$454.31

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Single Family Dwelling Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864 **Renewal Declaration**

Dwelling Fire Policy

Issue Date: 04/19/2021

Total Policy Premium \$454.31

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549326	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

753 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0002	(07/14)	Dwelling Property 2-broad form
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0499	(07/14)	Sinkhole Collapse
• FI36	(01/16)	Dwelling Policy Cover Page
• DP0441	(12/02)	Additional Insured - Described Location

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$454.31

Named Insured

Kristina Travis
26 W Broad Street
BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549326	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

753 N HALSTEAD ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DF2073 (09/07) Amendment of Cancellation Provision

• DP0470 (12/02) Premises Alarm or Fire Protection System

• Fl189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

LN#None

FIRST COMMONWEALTH FEDERAL CREDIT UNION ISAOA

PO Box 20450 Lehigh Valley, PA 18002 DT Capital Investments LLC

26 W Broad Street Bethlehem, PA 18018

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 126 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St

700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$484.99

Named Insured

Kristina Travis 26 W Broad Street

BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549337	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

754 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$190,500	\$355.68
B. Other Structures	\$19,050	\$15.93
C. Personal Property	\$1,000	\$9.64
D & E. Fair Rental and Additional Living Expense		\$37.06
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$66.68
	Total Premium	\$484.99

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Single Family Dwelling Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 127 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$484.99

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549337	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

754 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• FI36A	(01/16)	Your Dwelling Quick Reference
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DF2073	(09/07)	Amendment of Cancellation Provision
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0441	(12/02)	Additional Insured - Described Location
• DP0499	(07/14)	Sinkhole Collapse
• FI36	(01/16)	Dwelling Policy Cover Page
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0137	(06/07)	Special Provisions - Pennsylvania

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$484.99

Named Insured

Kristina Travis
26 W Broad Street
BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549337	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

754 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DP0422 (07/14) Limited Fungi Wet or Dry Rot or Bacteria Coverage

• DL2537 (12/14) Special Provisions - Pennsylvania

• Fl189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

LN#None

FIRST COMMONWEALTH FEDERAL CREDIT UNION ISAOA

PO Box 20450 Lehigh Valley, PA 18002 DT Capital Investments LLC

26 W Broad Street Bethlehem, PA 18018

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Case 5:21-cv-05395-JLS Document 1-3 Filed 12/09/21 Page 129 of 131

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Named Insured **Total Policy Premium** \$463.11

Kristina Travis

26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549345	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

764 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$190,500	\$333.80
B. Other Structures	\$19,050	\$15.93
C. Personal Property	\$1,000	\$9.64
D & E. Fair Rental and Additional Living Expense		\$37.06
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$66.68
	Total Premium	\$463.11

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500 Miles from fire station: 5 Residence Type: Single Family Dwelling

Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$463.11

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549345	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

764 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2410	(12/02)	Additional Insured
• FI36A	(01/16)	Your Dwelling Quick Reference
• DP0137	(06/07)	Special Provisions - Pennsylvania
• FI36	(01/16)	Dwelling Policy Cover Page
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DL2401	(07/14)	Personal Liability
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DF2073	(09/07)	Amendment of Cancellation Provision
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

Cancellation and Non-Renewal

(12/03)

DP0204

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Renewal Declaration

Dwelling Fire Policy

Issue Date: 04/19/2021

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015-1864

Total Policy Premium \$463.11

Named Insured

Kristina Travis 26 W Broad Street BETHLEHEM, PA 18018

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549345	07/01/21 - 07/01/22	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

764 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• DP0002 (07/14) Dwelling Property 2-broad form

• DP0499 (07/14) Sinkhole Collapse

• Fl189 (10/00) Lead Contamination Liability Exclusion Endorsement

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018 EN#None
FIRST COMMONWEALTH
FEDERAL CREDIT UNION
ISAOA
PO Box 20450

Lehigh Valley, PA 18002

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

EXHIBIT C



Dwelling Fire Policy

07/01/2019

Corporate Office:

State Auto Insurance Companies 518 East Broad Street Columbus, Ohio 43215 - 3876

(614) 464-5000

Your Dwelling Fire Policy

Melison & Cintus

State Auto Insurance Company:

Milbank Insurance Company

In witness whereof, we have caused this policy to be signed by our Secretary and President, at Columbus Ohio, and countersigned on the declarations page by an authorized agent of the State Auto Insurance companies (if required by law).

Melissa A. Centers Secretary

Michael E. LaRocco

lichard & Lakocco

President

Filed 12/09/21 Page 4 of 65

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 750 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425 customer service.**

Contact your independent agent at (610) 440-1524.

Your Coverages

Property Coverages	Limit	Premium
A. Dwelling	\$177,200	\$316.38
B. Other Structures	\$17,720	\$16.18
C. Personal Property	\$1,000	\$8.20
D & E. Fair Rental and Additional Living Expense		\$37.79
Liability Coverages	Limit	Premium
L. Liability	\$300,000	Included
M. Medical Payments	\$1,000	Included
	Annual Premium	\$440.57

Coverage at the above described location is provided only where a limit of liability or a premium is stated.

Additional Coverages

Coverages	Limit	Premium
Sinkhole Collapse		\$62.02

Your Deductibles

Deductibles	Amount
All-Peril	\$2,500
Windstorm or Hail	\$2,500

Your Policy Information

Policy type: DP2 Construction type: Concreteblockpainted Year built: 1954 Program: Standard Protection class: 3 Territory: 18109 Feet from hydrant: 500
Miles from fire station: 5
Residence Type: Townhouse or Ro

Residence Type: Townhouse or Rowhouse

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New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium \$440.57

Named Insured

Kristina Travis 750 E GREEN ST ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at **StateAuto.com** or call **(800) 288-4425** customer service.

Contact your independent agent at (610) 440-1524.

• DF2073	(09/07)	Amendment of Cancellation Provision
• DL2401	(07/14)	Personal Liability
• DL2410	(12/02)	Additional Insured
• DL2411	(07/14)	Premises Liability (Non-Owner Occupied Dwelling)
• DL2471	(12/02)	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
• DL2489	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act
• DL2537	(12/14)	Special Provisions - Pennsylvania
• DP0002	(07/14)	Dwelling Property 2-broad form
• DP0137	(06/07)	Special Provisions - Pennsylvania
• DP0204	(12/03)	Cancellation and Non-Renewal
• DP0422	(07/14)	Limited Fungi Wet or Dry Rot or Bacteria Coverage
• DP0441	(12/02)	Additional Insured - Described Location
• DP0470	(12/02)	Premises Alarm or Fire Protection System
• DP0499	(07/14)	Sinkhole Collapse
• DP0538	(01/15)	Cap on Losses From Certified Acts of Terrorism, Disclosure Pursuant To Terrorism Risk Insurance Act

Case 5:21-cv-05395-JLS Document 1-4 Filed 12/09/21

New Declaration

Dwelling Fire Policy

Issue Date: 07/01/2019

Daubert Shannon & Associates, LLC 700 Evans St Bethlehem, PA 18015

Total Policy Premium Named Insured

\$440.57

Kristina Travis 750 E GREEN ST
ALLENTOWN, PA 18109

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
1000549289	07/01/19 - 07/01/20	Milbank Insurance Company

Policy Period begins and ends at 12:01 a.m. standard time at the residence premises.

Insured Location:

750 E GREEN ST ALLENTOWN, PA 18109



Questions?

Visit us at StateAuto.com or call (800) 288-4425 customer service.

Contact your independent agent at (610) 440-1524.

Your Forms and Endorsements

• FI36 (01/16)**Dwelling Policy Cover Page**

 FI36A (01/16)**Your Dwelling Quick Reference**

• FI189 (10/00)**Lead Contamination Liability Exclusion Endorsement**

Mortgagee, its successors and/or assigns:

DT Capital Investments LLC 26 W Broad Street Bethlehem, PA 18018

Schedule Information

Additional Insured - Described Location

DT Capital Investments LLC, 26 W Broad Street, Bethlehem, PA 18018

Personal Liability

NO COVERAGE FOR HOME DAY CARE BUSINESS ADVISORY NOTICE TO POLICYHOLDERS

CAUTION: This is a summary of the coverage provided in your Personal Liability Policy for Home Day Care services. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverage you are provided. If there is any conflict between the Policy and this summary, **THE PROVISIONS OF YOUR POLICY SHALL PREVAIL. PLEASE READ YOUR POLICY CAREFULLY.**

- A. "Business", as defined in the Policy, means:
 - 1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - 2. Any other activity engaged in for money or other compensation, except the following:
 - a. One or more activities:
 - (1) Not described in b. through d. below; and
 - (2) For which no insured receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - **b.** Volunteer activities for which no money is received, other than payment for expenses incurred to perform the activity;
 - **c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - **d.** The rendering of home day care services to a relative of an insured.
- **B.** If you or any other insured regularly provides home day care services to a person or persons other than you or any other insureds as their trade, profession or occupation, that service is a "business".
- C. If home day care service is not your or any other insured's given trade, profession or occupation but is an activity:
 - 1. That you or any other insured engages in for money or other compensation; and
 - 2. From which you or any other insured receives more than \$2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;

the home day care service and other activity will be considered a "business".

- **D.** With respect to **C.** above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
 - 1. Described in A.2. above; and
 - 2. Engaged in for money by you or any other insured;

may be considered a "business" if the \$2,000 threshold is exceeded.

E. With respect to **A.** through **D.** above, coverage does not apply with respect to home day care service which is a "business". This Policy does not provide coverage because your "business" or the "business" of another insured is excluded under Exclusion **E.2**.

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IL 09 10 07 02

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

- 1. Surveys;
- 2. Consultation or advice; or
- 3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

- If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
- To consultation services required to be performed under a written service contract not related to a policy of insurance; or
- If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

Privacy Statement



We protect you and your personal information

At State Auto®, we believe that having the right insurance means knowing your family is protected in case the worst happens. As part of this commitment, we treat your personal information responsibly. Our privacy statement explains how we collect, use, share and protect your personal information.

Collecting personal information

We collect your personal information to provide our products and services. We collect personal information when you apply for insurance, file a claim, pay your insurance premium and conduct other transactions with us or your independent agent. We also collect your personal information from our affiliates, your independent insurance agent, government entities, consumer reporting agencies and other sources.

Here are some examples of the personal information that we collect:

- Name and address
- Social Security number
- Credit and motor vehicle reports
- Claims and vehicle history
- Property information

Sharing your personal information

State Auto does not sell your personal information to anyone. We share your personal information with your independent agent and other companies to provide you with products and services that you request or expect from us. We also share your personal information as required or permitted by law.

We may share your personal information to:

- Service your policy or process a transaction you request
- Investigate and pay claims
- Comply with federal and state regulatory requests
- Market our products to you

State Auto shares personal information with nonaffiliated companies without your prior authorization as permitted or required by law. They may use it to investigate fraud, respond to court orders or conduct actuarial studies. We also share it with insurance regulatory authorities, law enforcement and consumer reporting agencies. They may retain it or disclose it to other companies with which you do business. These other companies use and disclose it to others as permitted by law. We obtain reports prepared by an insurance-support organization. The insurance-support organization keeps copies and discloses them to others.

Sharing your personal information for marketing

State Auto may share your personal information with other State Auto companies, including information we receive from a credit reporting agency, such as insurance score and claims history. If you would like to opt out of this sharing, please fill out the opt-out form on the next page and mail it to the address on the form. State Auto does not share your information with other nonaffiliated companies so they can market their own products to you, unless you give us your permission. There is no need to opt out of sharing with nonaffiliated companies. We will not use your medical information for marketing purposes without your consent.

Securing your personal information

At State Auto, we protect your personal information from unauthorized access and use by implementing security measures that comply with federal and state laws. Some of these security measures include computer safeguards, procedures, and secured files and buildings. We limit access to your personal information to those who need it to do their jobs.

Continued on back

AU303 (0816) Page 1 of 2 StateAuto.com

Accessing your personal information

You can always ask us or your independent agent for a copy of your personal information. To correct personal information provided by another company, like a credit agency, you must contact those companies directly. To correct personal information on your policy, you may contact your independent insurance agent or State Auto. When requesting a correction please include your name, address and policy number. Mail the inquiry to:

Personal Underwriting Support Dept. State Auto Insurance Companies P.O. Box 182822 Columbus, Ohio 43218-2822 Our Privacy Statement applies to current and former customers of the State Automobile Mutual Insurance Company and the affiliates and subsidiaries that offer personal insurance. These include:

- State Auto Property and Casualty Insurance Company
- Meridian Security Insurance Company
- Milbank Insurance Company
- Patrons Mutual Insurance Company of Connecticut
- Rockhill Insurance Company
- Plaza Insurance Company

State Auto Opt-Out Form

State Auto may share information about your transactions and experiences with other State Auto companies, which are called affiliates. This information can include information we receive from a credit reporting agency, such as insurance score and claims history. You may choose to opt out of this sharing by completing this form and mailing it to the address below.

I I DIE	efer that S	itale Auto	mot snare	i iiiv be	rsonai ini	iormation	with its	aiiiiiates.
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State Auto does not share your information with other nonaffiliated companies so they can market their own products to you, unless you give us your permission. There is no need to opt out of sharing with nonaffiliated companies.

Kristina Travis	1000549289		
Insured First and Last Name	Policy Number		

750 E GREEN ST, ALLENTOWN, PA 18109

Address, City, State, and Zip Code

Please mail this form to:

Personal Underwriting Support Dept. State Auto Insurance Companies P.O. Box 182822 Columbus, Ohio 43218-2822

IL N 088 09 03

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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Policy Number: 1000549289

Case 5:21-cv-05395-JLS Document 1-4 Filed 12/09/21 Page 16 of 65

YOUR DWELLING PROPERTY QUICK REFERENCE

READ YOUR POLICY CAREFULLY. This Dwelling Property Quick Reference provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control the policy itself. This is a legal contract between you and your insurance company and sets forth, in detail, the rights and obligations of both you and your insurance company. **IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.**

DECLARATIONS (Pages Numbered Separately)
YOUR NAME
LOCATION OF YOUR RESIDENCE
POLICY PERIOD
COVERAGES
AMOUNTS OF LIMITS
DEDUCTIBLE

MAJOR POLICY PROVISIONS	PAGE NUMBER (Beginning on)			
MAJOR POLICY PROVISIONS	DP 0001 (07/14)	DP 0002 (07/14)	DP 0003 (07/14)	
Agreement	1	1	1	
Definitions	1	1	1	
Coverage				
Coverage A - Dwelling	1	1	1	
Coverage B - Other Structures	1	1	1	
Coverage C - Personal Property	1	1	1	
Coverage D - Fair Rental Value	2	2	2	
Additional Living Expenses	NA	2	2	
Other Coverages	2	2	2	
Perils Insured Against	3	5	5	
General Exclusions	4	7	8	
Conditions	5	8	9	
Insurable Interest And Limit of Liability	5	8	9	
Deductible	5	8	9	
Duties After Loss	6	8	10	
Loss Settlement	6	9	10	
Mortgage Clause	7	10	12	
Cancellation	7	11	12	
Nonrenewal	8	11	13	
Policy Period	9	12	13	

ENDORSEMENTS:

Endorsements apply if number and edition date are shown on the Declarations

See coverage forms for other conditions

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DWELLING PROPERTY DP 00 02 07 14

DWELLING PROPERTY 2 – BROAD FORM

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.

A. Coverage A – Dwelling

- 1. We cover:
 - a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
 - b. 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
 - c. If not otherwise covered in this Policy, building equipment and outdoor equipment used for the service of and located on the Described Location.
- **2.** We do not cover land, including land on which the dwelling is located.

B. 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.

2. We do not cover:

- **a.** Land, including land on which the other structures are located;
- **b.** Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

- c. Other structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling, provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or
- d. Gravemarkers, including mausoleums.

C. Coverage C – Personal Property

1. Covered 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. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

2. Property Not Covered

We do not cover:

- a. 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 other than platinumware, securities, silver other than silverware, tickets, stamps, scrip, stored value cards and smart cards;
- **b.** Animals, birds or fish;
- c. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft.
 - We do cover model or hobby aircraft not used or designed to carry people or cargo;
- d. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles:
- **e.** Motor vehicles or all other motorized land conveyances.

This includes their equipment and parts while such property is in or upon the vehicle or conveyance.

However, this Paragraph **2.e.** does not apply to:

- (1) Portable electronic equipment that:
 - (a) Reproduces, receives or transmits audio, visual or data signals; and
 - (b) Is designed so that it may be operated from a power source other than the electrical system of motor vehicles and all other motorized land conveyances.
- (2) Motor vehicles or other motorized land conveyances not required to be registered for use on public roads or property which are:
 - (a) Used solely to service a residence; or
 - (b) Designed to assist the handicapped;
- f. Watercraft of all types, other than rowboats and canoes:
- **g.** Data, including data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment.

We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market:

- h. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
- i. Water or steam; or
- **j.** Gravemarkers, including mausoleums.

3. Property Removed To A Newly Acquired Principal Residence

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.

D. Coverage D - Fair Rental Value

1. If a loss to 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 or held for rental by you unfit for its normal use, we cover the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental 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 or held for rental.

- 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.
- **3.** The periods of time referenced above are not limited by the expiration of this Policy.
- **4.** We do not cover loss or expense due to cancellation of a lease or agreement.

E. Coverage E - Additional Living Expense

 If a loss to property described in Coverage A, B or C by a Peril Insured Against under this Policy makes the Described Location unfit for its normal use, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

- 2. 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 Additional Living Expense loss for no more than two weeks.
- **3.** The periods of time referenced above are not limited by the expiration of this Policy.
- **4.** We do not cover loss or expense due to cancellation of a lease or agreement.

F. 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.

This coverage is additional insurance.

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 direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies 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 to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

This coverage is additional insurance.

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**, except rowboats and canoes, while anywhere in the world.

Use of this coverage reduces the Coverage **C** limit of liability for the same loss.

5. Rental Value And Additional Living Expense

You may use up to 20% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage **D** and additional living expense as described in Coverage **E**.

This coverage is additional insurance.

6. Reasonable Repairs

- a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.
- b. 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 a Peril Insured Against. This coverage does not:
 - (1) Increase the limit of liability that applies to the covered property; or
 - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Condition D.2.

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 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

8. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns on the Described Location for loss caused by the following Perils Insured Against:

- a. Fire Or Lightning;
- **b.** Explosion;
- c. Riot Or Civil Commotion;
- **d.** Aircraft;
- e. Vehicles not owned or operated by you or a resident of the Described Location; or
- f. Vandalism Or Malicious Mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage A limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.

This coverage is additional insurance.

9. 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.

10. Collapse

- **a.** The coverage provided under this Other Coverage Collapse applies only to an abrupt collapse.
- b. For the purpose of this Other Coverage Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

- c. This Other Coverage Collapse does not apply to:
 - A building or any part of a building that is in danger of falling down or caving in;
 - (2) A part of a building that is standing, even if it has separated from another part of the building;
 - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:
 - (1) The Perils Insured Against in this Policy;
 - (2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to you prior to collapse;
 - (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to you prior to collapse;
 - **(4)** Weight of contents, equipment, animals or people;
 - (5) Weight of rain which collects on a roof;
 - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under d.(2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.
- f. This coverage does not increase the limit of liability that applies to the damaged covered property.

11. Glass Or Safety Glazing Material

- a. We cover:
 - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;

- (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- **b.** This coverage does not include loss:
 - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
 - (2) On the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.
- **c.** This coverage does not increase the limit of liability that applies to the damaged property.

12. Ordinance Or Law

- **a.** The Ordinance Or Law limit of liability determined in **b.** or **c.** below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

- **b.** If you are an owner of a Described Location and that location:
 - (1) Is insured for Coverage A or Unitowners Building Items, you may use up to 10% of the limit of liability that applies to Coverage A or Unit-owners Building Items at each Described Location; or
 - (2) Is not insured for Coverage A or Unitowners Building Items, you may use up to 10% of the total limit of liability that applies to Coverage B at each Described Location.
- c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations And Additions at each Described Location. Also, the words "covered building" used throughout this Other Coverage 12. Ordinance Or Law refer to property at such a Described Location covered under Other Coverage 3. Improvements, Alterations And Additions.
- **d.** You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.
- e. We do not cover:
 - (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
 - (2) The costs to comply with any ordinance or law which requires 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, pollutants in or on any covered building or other structure.

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 coverage is additional insurance.

PERILS INSURED AGAINST

We insure for direct physical loss to the property covered caused by a peril listed below unless the loss is excluded in the General Exclusions.

1. Fire Or Lightning

2. Windstorm Or Hail

This peril does not include loss:

- a. To the inside of a building, or the property contained in a building, caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
- **b.** To the following property when outside of the building:
 - Awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers;
 - (2) Canoes and rowboats; or
 - (3) Trees, shrubs, plants or lawns.

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

This peril does not include loss to a fence, driveway or walk caused by a vehicle owned or operated by you or a resident of the Described Location.

7. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

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

8. Vandalism Or Malicious Mischief

This peril does not include loss:

- a. By pilferage, theft, burglary or larceny; or
- b. To property on the Described Location, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

9. Damage By Burglars

This peril means damage to covered property caused by burglars.

This peril does not include:

a. Theft of property; or

b. Damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

10. Falling Objects

This peril does not include loss:

- a. To the inside of a building or property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object.
- b. To outdoor radio and television antennas and aerials including their lead-in wiring, masts and towers, outdoor equipment, awnings and fences.

Damage to the falling object itself is not covered.

11. Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to a building or property contained in the building.

This peril does not include loss to an awning, fence, patio, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock.

12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. We also pay to tear out and replace any part of a building, or other structure, on the Described Location, but only when necessary to repair the system or appliance from which the water or steam escaped. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the Described Location.
- **b.** This peril does not include loss:
 - (1) To a building caused by constant or repeated seepage or leakage over a period of weeks, months or years;
 - (2) On the Described Location, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
 - (3) To the system or appliance from which the water or steam escaped;

- (4) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing below; or
- (5) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. General Exclusion 3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss caused by or resulting from freezing except as provided in Perils Insured Against **14.** Freezing below.

14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

16. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

GENERAL EXCLUSIONS

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. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. does not apply to the amount of coverage that may be provided under Other Coverage 12. Ordinance Or Law;
- **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, 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 **1.** applies whether or not the property has been physically damaged.

2. Earth Movement

Earth Movement means:

- Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- **b.** Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- **d.** Any other earth movement including earth sinking, rising or shifting.

This Exclusion **2.** applies regardless of whether any of the above, in **2.a.** through **2.d.**, is caused by an act of nature or is otherwise caused.

However, direct loss by fire or explosion resulting from any of the above, in **2.a.** through **2.d.**, is covered.

3. Water

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
 - (1) Backs up through sewers or drains; or
 - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- c. Water below the surface of the ground, including water which exerts pressure on or seeps, leaks or flows through a building, sidewalk, driveway, foundation, swimming pool or other structure; or
- **d.** Waterborne material carried or otherwise moved by any of the water referred to in **3.a.** through **3.c.** of this exclusion.

This Exclusion **3.** applies regardless of whether any of the above, in **3.a.** through **3.d.**, is caused by an act of nature or is otherwise caused.

This Exclusion **3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire or explosion resulting from any of the above, in **3.a.** through **3.d.**, is covered.

4. Power Failure

Power Failure means 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 caused by that Peril Insured Against.

5. Neglect

Neglect means your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- **b.** Warlike act by a military force or military personnel;

c. Destruction or seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. Nuclear Hazard

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of the Conditions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A**, **B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Policy.

CONDITIONS

A. 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:

- For an amount greater than the interest of a person insured under this Policy at the time of loss; or
- 2. For more than the applicable limit of liability.

B. Deductible

Unless otherwise noted in this Policy, the following deductible provision applies:

With respect to any one loss:

- 1. Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.
- If two or more deductibles under this Policy apply to the loss, only the highest deductible amount will apply.

C. Concealment Or Fraud

We provide coverage to no persons insured under this Policy if, whether before or after a loss, one or more persons insured under this Policy have:

- Intentionally concealed or misrepresented any material fact or circumstance;
- 2. Engaged in fraudulent conduct; or
- 3. Made false statements;

relating to this insurance.

D. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

- 1. Give prompt notice to us or our agent;
- Protect the property from further damage. If repairs to the property are required, you must:
 - **a.** Make reasonable and necessary repairs to protect the property; and
 - Keep an accurate record of repair expenses;
- Cooperate with us in the investigation of a claim:
- **4.** Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- 5. As often as we reasonably require:
 - a. Show the damaged property;
 - **b.** Provide us with records and documents we request and permit us to make copies; and
 - **c.** Submit to examination under oath, while not in the presence of another named insured, and sign the same;
- **6.** Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
 - a. The time and cause of loss:
 - **b.** Your interest and that of all others in the property involved and all liens on the property;
 - **c.** Other insurance which may cover the loss;
 - **d.** Changes in title or occupancy of the property during the term of the Policy;
 - **e.** Specifications of damaged buildings and detailed repair estimates;

- f. The inventory of damaged personal property described in D.4.; and
- g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

E. Loss Settlement

In this Condition E., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law except to the extent that coverage for these increased costs is provided in Other Coverages F.12. Ordinance Or Law. Covered property losses are settled as follows:

- 1. Property of the following types:
 - a. Personal property;
 - **b.** Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - c. Structures that are not buildings;
 - at actual cash value at the time of loss but not more than the amount required to repair or replace.
- 2. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
 - a. If, at the time of loss, the amount of insurance in this Policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, without deduction for depreciation, but not more than the least of the following amounts:
 - The limit of liability under this Policy that applies to the building;
 - (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
 - (3) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.

- b. If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
 - The actual cash value of that part of the building damaged; or
 - (2) That proportion of the cost to repair or replace, without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
- **c.** To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
 - (1) Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
 - (2) Those supports in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (3) Underground flues, pipes, wiring and drains.
- d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in 2.a. and b. above.

However, if the cost to repair or replace the damage is both:

- Less than 5% of the amount of insurance in this Policy on the building; and
- (2) Less than \$2,500;

we will settle the loss as noted in **2.a.** and **b.** above whether or not actual repair or replacement is complete.

e. You may disregard the replacement cost loss settlement provisions and make claim under this Policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition E. Loss Settlement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

F. Loss To A Pair Or Set

In case of loss to a pair or set, we may elect to:

- Repair or replace any part to restore the pair or set to its value before the loss; or
- **2.** Pay the difference between actual cash value of the property before and after the loss.

G. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. 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. 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 loss.

Each party will:

- 1. Pay its own appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally.

H. Other Insurance And Service Agreement

If property covered by this Policy is also covered by:

- Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this Policy that the limit of liability applying under this Policy bears to the total amount of fire insurance covering the property; or
- 2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

I. Subrogation

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.

J. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under this Policy and the action is started within two years after the date of loss.

K. 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 material or property of like kind and quality.

L. 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 60 days after we receive your proof of loss and:

- 1. Reach an agreement with you;
- 2. There is an entry of a final judgment; or
- **3.** There is a filing of an appraisal award with us.

M. Abandonment Of Property

We need not accept any property abandoned by you.

N. Mortgage Clause

- 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.
- 2. 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;
 - 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;
 - (2) Suit Against Us; and
 - (3) Loss Payment;

also 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 cancellation or nonrenewal takes effect.
- **4.** 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 mortgage and all securities held as collateral to the mortgage debt.
- **5.** Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

O. 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.

P. Cancellation

- 1. 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.
- 2. We may cancel this Policy only for the reasons stated below by letting you know 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 will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this Policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

- **c.** When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the Policy; or
 - (2) If the risk has changed substantially since the Policy was issued.

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

- d. When this Policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
- **3.** When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- **4.** If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

Q. Nonrenewal

We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

R. Liberalization Clause

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 in your state, 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 with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- 1. A subsequent edition of this Policy; or
- **2.** An amendatory endorsement.

S. 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.

T. Assignment

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

U. Death

If you die, we insure:

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

V. Nuclear Hazard Clause

- "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.
- 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.

3. 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.

W. 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, the 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.

X. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

Y. Loss Payable Clause

If the Declarations shows a loss payee for certain listed insured personal property, that person is considered an insured in this Policy with respect to that property.

If we decide to cancel or not renew this Policy, that loss payee will be notified in writing.

Z. Policy Period

This Policy applies only to loss which occurs during the policy period.

PERSONAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – PENNSYLVANIA

LIABILITY COVERAGES

Under Paragraph A. Coverage L – Personal Liability, in Form DL 24 01 and Endorsement DL 24 82, Paragraph 1. is replaced by the following:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable.

Paragraph 1. is replaced by the following in Endorsement **DL 34 12**:

 Pay for the damages for which an "insured" is legally liable, subject to the Aggregate Limit Of Liability, as shown in the Schedule and described in Condition A. Aggregate Limit Of Liability; and

Under Coverage M – Medical Payments To Others:

Medical Expenses do not include expenses for funeral services.

ADDITIONAL COVERAGES

Under Paragraph **A. Claim Expenses**, the following paragraph is added:

5. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. Any prejudgment interest awarded against an "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

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DWELLING

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – PENNSYLVANIA

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 deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

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

CONDITIONS

K. Our Option is replaced by the following:

K. Our Option

We may repair or replace any part of the damaged property with material or property of like kind and quality if we give you written notice of our intention to do so within 15 working days after we receive your signed, sworn proof of loss.

(This is Condition L. in Form **DP 00 01**).

U. Death

The following paragraph is added:

Insurance under this policy will continue as provided in Paragraph 1. or 2., whichever is later:

- For 180 days after your death regardless of the policy period shown in the Declarations, unless your property, covered under the policy at the time of your death, is sold prior to that date; or
- 2. Until the end of the policy period shown in the Declarations, unless your property, covered under the policy at the time of your death, is sold prior to that date.

Coverage during the period of time after your death is subject to all the provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period;

(This is Condition V. in Form **DP 00 01**).

GENERAL EXCLUSIONS

Paragraph 8. Intentional Loss is replaced by the following:

8. Intentional Loss

a. Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

- **b.** However, this exclusion will not apply to deny payment to the "insured" who did not cooperate in or contribute to the creation of the loss if the loss:
 - Is otherwise covered property under Coverage A, B or C of the policy; and
 - (2) Arises out of abuse to that innocent "insured" by another "insured".

With respect to this provision, abuse means:

- (a) Abuse as defined in the Pennsylvania Protection From Abuse Act; or
- (b) Attempting to cause or intentionally, knowingly or recklessly causing damage to covered property so as to intimidate or attempt to control the behavior of another person.

If we pay a claim under this provision **8.b.**, our payment to the "insured" is limited to that "insured's" insurable interest in the property. In no event will we pay more than the Limit of Liability.

All other provisions of this policy apply.

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DWELLING PROPERTY

CANCELLATION AND NON-RENEWAL

(For use with policies covering a 1 through 4 family dwelling not occupied in any part by the named insured.)

CONDITIONS

- P. Cancellation is deleted and replaced by the following:
 - a. You may cancel this policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect.
 - b. We may cancel this policy subject to the provisions of this condition by notifying the insured named in the Declarations in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice may be delivered to or mailed to the insured named in the Declarations at the mailing address known to us; if mailed, it will be by registered or first class mail.

Proof of mailing will be sufficient proof of notice.

- (1) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying the insured named in the Declarations at least 30 days before the date cancellation takes effect.
- (2) When this policy has been in effect for 60 days or more or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
 - (a) You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
 - (b) You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

- (c) A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- (d) Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- (e) Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- (f) Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.

c. If this policy is cancelled, we will send the insured named in the Declarations any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the insured named in the Declarations cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

(This is Condition Q. in Form **DP 00 01.**)

Q. Non-Renewal is deleted and replaced by the following:

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the insured named in the Declarations at least 60 days before the expiration date of the policy.

(This is Condition R. in Form DP 00 01.)

The following condition is added:

Z. Increase In Premium

If we increase your renewal premium, we will mail or deliver to the insured named in the Declarations:

1. Written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase; and

An estimate of the increase at least 30 days before the effective date of the premium increase

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the insured named in the Declarations at the last mailing address known to us. If notice is mailed, it will be by registered or first class mail.

Proof of mailing will be sufficient proof of notice.

(This is Condition AA. In Form DP 00 01.)

All other provisions of this policy apply.

AMENDMENT OF CANCELLATION PROVISION

CONDITIONS

Paragraph P.1., Cancellation is replaced by the following:

1. Any "named insured" 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.

This is paragraph Q.1. in form DP0001.

All remaining cancellation provisions are unchanged.

DF2073 (09/07)

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POLICY NUMBER:

DWELLING PROPERTY DP 04 22 07 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE

SCHEDULE

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of claims made or the number of locations insured under this endorsement and listed in this Schedu				
Property Coverage Limit Of Liability For The Other Coverage "Fungi", Wet Or Dry Rot, Or Bacteria	\$ 10,000			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

With respect to the coverage provided under this endorsement, "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

COVERAGES

The following coverage is added to Paragraph F. Other Coverage (Paragraph E. in DP 00 01):

13. "Fungi", Wet Or Dry Rot, Or Bacteria

- **a.** The amount shown in the Schedule above is the most we will pay for:
 - (1) The total of all loss payable caused by "fungi", wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi", wet or dry rot, or bacteria from covered property;
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and

- (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is reason to believe that there is a presence of "fungi", wet or dry rot, or bacteria.
- b. The coverage described in 13.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Other Coverage regardless of the:
 - (1) Number of locations insured under this endorsement; or
 - (2) Number of claims made.

d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Other Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Other Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

(This is Other Coverage 9. in Form DP 00 01.)

PERILS INSURED AGAINST

In Form **DP 00 03**, Paragraph **A.2.c.(8)(c)** is replaced by the following:

(c) Smog, rust or other corrosion;

(When Endorsement **DP 04 65** is attached to this Policy, this is Paragraph **2.c.(8)(c)**).

GENERAL EXCLUSIONS

The following exclusion is added:

10. "Fungi", Wet Or Dry Rot, Or Bacteria

"Fungi", Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria. This exclusion does not apply:

- **a.** When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in Other Coverages, "Fungi", Wet Or Dry Rot, Or Bacteria with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

(This is General Exclusion A.10. in Forms DP 00 01 and DP 00 03.)

CONDITIONS

Condition **Z. Policy Period** is replaced by the following:

Z. Policy Period

The coverage provided under this endorsement applies only to loss or costs which occur during the policy period.

(This is Condition AA. in Form DP 00 01.)

All other provisions of this Policy apply.

POLICY NUMBER: DWELLING PROPERTY DP 05 38 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM; DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE - PART I			
Terrorism Premium (Certified Acts):			
Additional information, if any, concerning the	e terr	rorism pren	nium:
SCHEDULE - PART II			
Federal share of terrorism losses	%	Year: 20	
(Refer to Paragraph C. in this endorsement)			
Federal share of terrorism losses	%	Year: 20	
(Refer to Paragraph C. in this endorsement)			
Information required to complete this Schedule,	if not	shown abo	ve, will be shown in the Declarations.

A. Cap On Losses From Certified Acts Of Terrorism

- 1. Aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year; and
- 2. We have met our insurer deductible under the Terrorism Risk Insurance Act;

we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The federal Terrorism Risk Insurance Act includes the following criteria in a "certified act of terrorism":

 The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act:

- a. Is violent or dangerous to:
 - (1) Human life;
 - (2) Property; or
 - (3) Infrastructure; and
- b. Is committed by an individual or individuals; and
- **c.** Is part of an effort:
 - To coerce the civilian population of the United States; or
 - (2) To influence the policy or affect the conduct of the United States Government by coercion.

B. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, which can be attributed to coverage for terrorist acts certified under that Act. The portion of your premium which can be attributed to such coverage is shown in the Schedule of this endorsement or the Declarations.

C. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

D. Cap On Insurer Participation In Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Dwelling Property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINKHOLE COLLAPSE

A. Coverage

We insure for direct physical loss to covered property caused by sinkhole collapse.

Sinkhole collapse means actual physical damage:

- 1. Arising out of; or
- 2. Caused by;

sudden settlement or collapse of the earth supporting such property. The settlement or collapse must result from subterranean voids created by the action of water on limestone or similar rock formations.

B. Exception To The Earth Movement Exclusion

The Earth Movement Exclusion does not apply to sinkhole collapse.

All other provisions of this Policy apply.

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DWELLING DP 04 70 12 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES ALARM OR FIRE PROTECTION SYSTEM

We acknowledge the installation of an alarm system and/or automatic sprinkler system approved by us on the Described Location. You agree to maintain this system or systems, for which we have granted a credit, in working order and to let us know promptly of any change, including removal, made to the system(s).

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PERSONAL LIABILITY DL 24 01 07 14

PERSONAL LIABILITY

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

- **A.** 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.
- **B.** In addition, certain words and phrases are defined as follows:
 - "Aircraft liability", "hovercraft liability", "motor vehicle liability" and "watercraft liability", subject to the provisions in b. below, mean the following:
 - **a.** Liability for "bodily injury" or "property damage" arising out of the:
 - Ownership of such vehicle or craft by an "insured";
 - (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - (3) Entrustment of such vehicle or craft by an "insured" to any person;
 - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
 - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
 - **b.** For the purpose of this definition:
 - Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
 - (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
 - (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
 - (4) Motor vehicle means a "motor vehicle" as defined in 7, below.

- "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
- 3. "Business" means:
 - A trade, profession or occupation engaged in on a full-time, part-time or occasional basis: or
 - **b.** Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an "insured".
- 4. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
- 5. "Insured" means:
 - **a.** You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
 - b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1) 24 and your relative; or
 - (2) 21 and in your care or the care of a resident of your household who is your relative:

- c. With respect to animals or watercraft to which this Policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in 5.a. or b. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- **d.** With respect to a "motor vehicle" to which this Policy applies:
 - Persons while engaged in your employ or that of any person described in 5.a. or b.; or
 - (2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this Policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

- 6. "Insured location" means:
 - a. The "residence premises";
 - The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
 - c. Any premises used by you in connection with a premises described in a. and b. above;
 - **d.** Any part of a premises:
 - (1) Not owned by an "insured"; and
 - **(2)** Where an "insured" is temporarily residing;
 - **e.** Vacant land, other than farm land, owned by or rented to an "insured";
 - f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured":
 - **g.** Individual or family cemetery plots or burial vaults of an "insured"; or

- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
- 7. "Motor vehicle" means:
 - A self-propelled land or amphibious vehicle; or
 - **b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.
- 8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "Bodily injury"; or
 - **b.** "Property damage".
- "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- **10.** "Residence employee" means:
 - a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
 - **b.** One who performs similar duties elsewhere not related to the "business" of an "insured".
 - A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.
- 11. "Residence premises" means:
 - a. The one-family dwelling where you reside;
 - **b.** The two-, three- or four-family dwelling where you reside in at least one of the family units; or
 - That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

LIABILITY COVERAGES

A. Coverage L - Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

- Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
- 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage M – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

- To a person on the "insured location" with the permission of an "insured"; or
- To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - **c.** Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - **d.** Is caused by an animal owned by or in the care of an "insured".

EXCLUSIONS

A. "Motor Vehicle Liability"

- Coverages L and M do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;

- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
- **c.** Is being:
 - Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
- 2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
 - a. In dead storage on an "insured location";
 - **b.** Used solely to service a residence;
 - **c.** Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
 - d. Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" provided the "occurrence" takes place:
 - (a) On an "insured location" as defined in Definition B.6.a., b., d., e. or h.; or
 - **(b)** Off an "insured location" and the "motor vehicle" is:
 - (i) Designed as a toy vehicle for use by children under seven years of age;
 - (ii) Powered by one or more batteries; and
 - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

- e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
 - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (c) Cross public roads at designated points to access other parts of the golfing facility; or
 - (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

B. "Watercraft Liability"

- Coverages L and M do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - **b.** Rented to others;
 - **c.** Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose.
- 2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - a. Is stored:
 - **b.** Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
 - **c.** Is not a sailing vessel and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) 50 horsepower or less and not owned by an "insured"; or

- (b) More than 50 horsepower and not owned by or rented to an "insured"; or
- (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
 - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (i) You declare them at policy inception; or
 - (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

C. "Aircraft Liability"

This Policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This Policy does not cover "hovercraft liability".

E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others

Coverages **L** and **M** do not apply to the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity or property than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. "Business"

a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- **b.** This Exclusion **E.2.** does not apply to:
 - (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and
 - (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
- b. Rented to an "insured"; or
- c. Rented to others by an "insured";

that is not an "insured location";

5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- **a.** Undeclared war, civil war, insurrection, rebellion or revolution;
- **b.** Warlike act by a military force or military personnel; or

c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.

Exclusions A. "Motor Vehicle Liability", B. "Watercraft Liability", C. "Aircraft Liability", D. "Hovercraft Liability" and E.4. "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

F. Coverage L - Personal Liability

Coverage L does not apply to:

- 1. Liability:
 - a. For any loss assessment charged against you as a member of an association, corporation or community of property owners:
 - b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this Policy;

- 2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
- "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
- **4.** "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
 - a. Workers' compensation law;
 - **b.** Non-occupational disability law; or
 - c. Occupational disease law;
- **5.** "Bodily injury" or "property damage" for which an "insured" under this Policy:
 - **a.** Is also an insured under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;

or any of their successors; or

- Would be an insured under such a policy but for the exhaustion of its limit of liability; or
- **6.** "Bodily injury" to you or an "insured" as defined under Definition **5.a.** or **b.**

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

- a. Repay; or
- **b.** Share damages with:

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

G. Coverage M – Medical Payments To Others

Coverage **M** does not apply to "bodily injury":

- 1. To a "residence employee" if the "bodily injury":
 - a. Occurs off the "insured location"; and
 - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";

- 2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - C. Occupational disease law;
- 3. From any:
 - a. Nuclear reaction;
 - **b.** Nuclear radiation; or
 - c. Radioactive contamination;
 - all whether controlled or uncontrolled or however caused; or
 - d. Any consequence of any of these; or
- **4.** To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

- Expenses we incur and costs taxed against an "insured" in any suit we defend;
- Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage L limit of liability. We need not apply for or furnish any bond;
- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- 4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this Policy. We will not pay for first aid to an "insured".

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

- 2. We will not pay for "property damage":
 - a. Caused intentionally by an "insured" who is 13 years of age or older;
 - **b.** To property owned by an "insured";
 - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - d. Arising out of:
 - (1) A "business" engaged in by an "insured":
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion **d.(3)** does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

CONDITIONS

A. Limit Of Liability

Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the Coverage L Limit Of Liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage **M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **M** Limit Of Liability shown in the Declarations.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this Policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- **1.** Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the Policy and the "named insured" shown in the Declarations;
 - Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - Names and addresses of any claimants and witnesses;
- Cooperate with us in the investigation, settlement or defense of any claim or suit;
- Promptly forward to us every notice, demand, summons or other process relating to the "occurrence":
- **4.** At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured":
 - **c.** With the conduct of suits and attend hearings and trials; and
 - **d.** To secure and give evidence and obtain the attendance of witnesses:
- 5. With respect to Paragraph C. Damage To Property Of Others under Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
- 6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

D. Duties Of An Injured Person – Coverage M – Medical Payments To Others

- **1.** The injured person or someone acting for the injured person will:
 - **a.** Give us written proof of claim, under oath if required, as soon as is practical; and
 - **b.** Authorize us to obtain copies of medical reports and records.
- 2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim – Coverage M – Medical Payments To Others

Payment under this coverage is not an admission of liability by an "insured" or us.

F. Suit Against Us

- 1. No action can be brought against us unless there has been full compliance with all of the terms under this Policy.
- 2. No one will have the right to join us as a party to any action against an "insured".
- 3. Also, no action with respect to Coverage L can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this Policy.

H. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

I. Policy Period

This Policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

J. Subrogation

An "insured" 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, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage **M** or Paragraph **C.** Damage To Property Of Others under Additional Coverages.

K. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

- Intentionally concealed or misrepresented any material fact or circumstance;
- **2.** Engaged in fraudulent conduct; or
- **3.** Made false statements; relating to this insurance.

PERSONAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE

SCHEDULE*

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule.

Coverage L Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria \$50,000

*Entries may be left blank if shown elsewhere in this policy for this coverage.

DEFINITIONS

The following Definition is added:

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi. This does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

CONDITIONS

Condition **A. Limit Of Liability** is deleted and replaced by the following:

A. Limit Of Liability

Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the Coverage L Limit Of Liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

Our total liability under Coverage **M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **M** Limit Of Liability shown in the Declarations.

However, our total liability under Coverage **L** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the Coverage **L** Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

- Number of locations insured under the policy to which this endorsement is attached:
- 2. Number of persons injured;
- Number of persons whose property is damaged;
- 4. Number of "insureds"; or
- 5. Number of "occurrences" or claims made.

This sublimit is within, but does not increase, the Coverage L Limit Of Liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

Personal Liability

With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in **A. Limit Of Liability** of this endorsement, Condition **B. Severability Of Insurance** is deleted and replaced by the following:

B. Severability Of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Condition **A.** Limit Of Liability. This condition will not increase the limit of liability for this coverage.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE - PART I			
Terrorism Premium (Certifie	d Acts): \$0.00		
Additional information, if any	, concerning the terrorisr	n premium:	
SCHEDULE - PART II			
	Federal Government Reimbursement Percentages		
	By Year		
	Year	Percentages	
	2015	85%	
	2016	84%	
	2017	83%	_
	2018	82%	_
	2019	81%	
	2020	80%]

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Cap On Losses From Certified Acts Of Terrorism

lf:

- Aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year; and
- 2. We have met our insurer deductible under the Terrorism Risk Insurance Act;

we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The federal Terrorism Risk Insurance Act includes the following criteria in a "certified act of terrorism":

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act:
 - a. Is violent or dangerous to:
 - (1) Human life;

- (2) Property; or
- (3) Infrastructure; and
- b. Is committed by an individual or individuals; and
- c. Is part of an effort:
 - (1) To coerce the civilian population of the United States; or
 - (2) To influence the policy or affect the conduct of the United States Government by coercion.
- B. Disclosure Of Premium
 - In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, which can be attributed to coverage for terrorist acts certified under that Act. The portion of your premium which can be attributed to such coverage is shown in the Schedule of this endorsement or the Declarations.
- C. Disclosure Of Federal Participation In Payment Of Terrorism Losses The United States Government, Department of the Treasury, will pay a share of terrorism losses

insured under the federal program. The federal

- share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.
- D. Cap On Insurer Participation In Payment of Terrorism Losses
 - If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

LEAD CONTAMINATION LIABILITY EXCLUSION ENDORSEMENT

The following exclusions are added to the policy:

- A. In respect to "bodily injury", "personal injury", and "property damage" as defined in this policy, this insurance does not apply to:
 - Actual or alleged "bodily injury" that results directly or indirectly from the ingestion, inhalation or absorption of lead or lead compounds in any form;
 - Actual or alleged "property damage" or "personal injury" that results directly or indirectly from lead or lead compounds in any form;
 - 3. "Bodily injury", "personal injury", or "property damage" which would not have occurred in whole or part but for the actual, alleged, or threatened discharge, disposal, seepage, migration, release or escape of lead or lead compounds in any form at any time.
- B. This insurance does not apply to any loss, cost or expense arising out of any:

- Governmental direction or request, or that of any and all other entities, demand, order or statutory or regulatory requirements that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead, lead compounds or pollutants.
- Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.
- C. This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of or allegedly arising out of or in any way related to the toxic properties of lead or lead compounds in any form.

FI189 (10/00)

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PERSONAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES LIABILITY

(Non-owner Occupied Dwelling)

SCHEDULE

Location	Number Of Families	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

DEFINITIONS

Definition **6.** "insured location" is extended to include the premises shown in the Schedule above.

LIABILITY COVERAGES

Coverage L - Personal Liability and Coverage M - Medical Payments To Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the:

- 1. Ownership:
- 2. Maintenance;
- 3. Occupancy; or
- 4. Use:

of the premises shown in the Schedule.

EXCLUSIONS

Exclusion **E.2.** "business" does not apply to the rental or holding for rental of the premises shown in the Schedule.

All other provisions of this Policy apply.

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DWELLING DP 04 41 12 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

DESCRIBED LOCATION

SCHEDULE*

Name And Address Of Person Or Organization
Interest
Described Location
(Number, Street, Apartment, Town or City, County, State, ZIP Code)
*Entries may be left blank if shown elsewhere in this policy for this coverage.

The person or organization named in the Schedule above is considered an insured in this policy with respect to Coverage ${\bf A}$ – Dwelling and Coverage ${\bf B}$ – Other Structures at the Described Location listed above.

If we decide to cancel or not to renew this policy, the party named in the Schedule will be notified in writing. All other provisions of this policy apply.

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PERSONAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

SCHEDULE*

Name And Address Of Person Or Organization
Interest
Location
*Entries may be left blank if shown elsewhere in this policy for this coverage.

DEFINITIONS

Definition **5.** which defines "insured" is extended to include the person or organization named in the Schedule above, but only with respect to the "insured location shown in the Schedule, and only with respect to Coverage \mathbf{L} – Personal Liability and Coverage \mathbf{M} – Medical Payments to Others for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises".

EXCLUSIONS

This coverage does not apply to "bodily injury" to an "employee", "residence employee" or a temporary employee furnished to the "insured" to substitute for a permanent "residence employee" arising out of or in the course of the employee's employment by the person or organization.

CANCELLATION AND NONRENEWAL NOTIFICATION

If we decide to cancel or not to renew this policy, the person or organization named in the Schedule will be notified in writing.

All other provisions of this policy apply.

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: <u>Class Action Claims State Auto Tricked Policyholders into Paying for 'Illusory' Insurance Coverage</u>