

# PERSONAL LINES HOMEOWNER FORMS CHECKLIST

## Instructions

Please confirm compliance with all of the following items in Column A by completing shaded cells in columns C, and D where applicable. Blank boxes in the shaded area (Column C) indicate non-compliance with applicable Connecticut General Statutes, regulations, or Department positions. Blank boxes in Column C will cause the filing to be rejected per CT Bulletin PC-62. This checklist must be completed with every form filing. If the checklist does not apply, be sure to explain exactly why in the notes.

Complete the Form, Page and Paragraph numbers (Column D) to indicate where compliance can be found in the filed document/s. If items in Column A are not applicable, enter N/A in column C and explain in detail in the blank space at the end of the checklist.

	A	B	C	D
	Item	Department Reference (Law/Reg/Department Position)	Confirm compliance with item in Column A by inserting a check mark here	Provide Form/Page/Para Reference
	<u>SERFF Compliance</u>			
1	That the company has filed an explanation of the impact of the filing on existing business	SERFF General Instructions CT		
2	That the filing includes either a detailed explanation of the filing in the description field within the SERFF General Instructions or in an Explanatory Memorandum within the Supporting Documentation tab.	SERFF General Instructions CT		
3	That the filing includes the state or company tracking numbers for the applicable previously approved filings	SERFF General Instructions CT		
4	That the filing includes a detailed side by side comparison for all replaced forms.	SERFF General Instructions CT		
	<u>Fungi Coverage</u>			
5	That the forms comply with the 7 published mold guidelines below.	See Mold Guidelines at CT.gov/CID		
	1. Section I Property Coverage Minimum limit- \$10,000			
	2. Section II Personal Liability Minimum Limit - \$50,000			
	3. That the definition of mold meets the requirements found in the Department issued mold guidelines.			
	4. That the policy does not exclude or limit coverage for loss arising out of mold or remediation in which the proximate cause of loss is the peril of fire or lightning.			
	5. That the mold provisions provide coverage for loss caused by a peril other than fire or lightning			

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	6. That the policy does not include an additional deductible for mold losses			
	7. That the policy does not unreasonably restrict the time period for reporting a mold claim			
	<b>PROPERTY COVERAGES/EXCLUSIONS</b>			
6	That the Homeowner program does not include sub-limits of coverage for the perils of fire, lightning, hail, or wind.	Department Position		
7	That the Additional Coverage for Property Removed is provided for no less than 30 days.	Department Position		
8	That Loss Assessment coverage of at least \$1000 is included in Section I Property Coverages.	Department Position		
9	That coverage for Glass or Safety Glazing Material is provided to all insureds purchasing a Homeowner policy. Vacancy provision must include 60 day provision.	Department Position  CGS 38a-307		
10	That the named perils under Coverage C – Personal Property include the following at a minimum: Fire or Lightning, Windstorm or Hail, Explosion, Riot or Civil Commotion, Aircraft, Vehicles, Smoke, Vandalism, Theft, Falling Objects, Weight of Ice, Snow or Sleet, Accidental Discharge Or Overflow Of Water Or Steam, Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging, Freezing, Sudden And Accidental Damage From Artificially Generated Electrical Current, Volcanic Eruption)	Department Position		
11	That the minimum optional limit of coverage available for Coverage B Other Structures is no less than 1% of Coverage A – Dwelling.	Department Position <b>NOTE:</b> Clearly visible disclosure on the Declarations Page <u>must include the amount of the discount.</u>		

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12	That the minimum optional limit of coverage available for Coverage C Personal Property is no less than 20% of Coverage A –Dwelling.	Department Position <b>NOTE:</b> Clearly visible disclosure on the Declarations <u>Page must include the amount of the discount.</u>		
13	That the minimum optional limit of coverage available for Coverage D Loss of Use is no less than 10% of Coverage A –Dwelling.	Department Position <b>NOTE:</b> Clearly visible disclosure on the Declarations Page <u>must include the amount of the discount.</u>		
14	That the replacement cost loss settlement provides for repairs or replacement with “materials of like kind and quality” per Connecticut law.	CGS 38a-307		
15	That the forms and endorsements comply with Connecticut law regarding matching of undamaged property.	CGS 38a-316e		
16	That no loss settlement condition in the Homeowner program settles a covered loss based on market value.	CGS 38a-307		
17	That no form excludes loss due to cosmetic damage to roof materials or siding	Department Position		
18	That the following rules apply to the use of functional replacement cost loss settlement: 1. The coverage is optional as requested by the insured. 2. The insured signature is required for consent. 3. The loss settlement language provides for at least actual cash value. 4. The form is used only on homes built prior to 1940.	Department Position  Please provide the SERFF state tracking number below for the corresponding rule filing.		
19	That the constant or repeated seepage exclusion includes an exception for fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or ceilings of a structure and unknown to the insured.	Department Position		
20	That no Personal Lines form excludes terrorism.	Bulletin PC-76 Terrorism exclusions are not allowed in Personal Lines.		

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21	That the policy forms <u>do not</u> include an intra-family suit exclusion	Department Position  There is no prohibition of intra-family suit in Connecticut and the Department does not accept the exclusion of this exposure in contracts providing coverage for personal liability.		
22	That coverage is not excluded for water or steam in Coverage C - Personal Property.	Department Position These utilities are purchased by the insured and have a specific value if exposed to covered loss.		
23	That the Section I Property limit for escaped fuel remediation is not less than \$10,000	Department Position		
24	<u>Collapse Coverage</u> That the Additional Coverage for collapse is not limited to perils named in Coverage C Personal Property.  That the Additional Coverage for collapse does not limit coverage only which occurs during the course of construction, remodeling or renovation	Department Position		
25	<u>Debris Removal</u> That the Additional Coverage for Debris Removal provides for no less than an additional 5% of the limit of liability.  That the tree removal limits are no less than \$1000 per loss/\$500 per tree.	Department Position		
26	That medical marijuana, like other legitimate prescription drugs would be considered personal property under Section I-Coverage C. Personal Property.	Chapter 420f of the CT General Statutes  Marijuana is legalized in Connecticut for use by persons following the orders of their physician,		

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27	<u>Innocent Co-Insured</u> That the following Section I and/or Section II exclusions protect the interests of an innocent co-insured: <ul style="list-style-type: none"> <li>• Intentional Acts Exclusions</li> <li>• Concealment or Fraud Exclusions</li> <li>• Expected or Intended Exclusion</li> </ul>	CGS 38a-307. Changing “an” insured to “the” insured in these exclusions is acceptable to address innocent co-insureds.		
28	That the element of intent applies to items a., b. and c. listed in the Concealment or Fraud exclusion per Connecticut law.	CGS 38a-307. The following language is acceptable: The entire policy will be void with respect to the insured who, before or after a loss, has <u>intentionally (or willfully)</u> : a. concealed or misrepresented any material fact or circumstance b. engaged in fraudulent conduct c. made material false statements relating to this insurance.		
	<b>Liability Coverages/Exclusions</b>			
29	That the Coverage E – Personal Liability limits available are no less than \$100,000.	Department Position		
30	That the Coverage F – Medical Payments to Others limits available are no less than \$1,000.	Department Position		
31	That Personal Liability losses are settled on an occurrence basis.	Department Position  Aggregate limits for Coverage E personal Liability and Coverage F-Medical payments are not acceptable		

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32	That Loss Assessment coverage of at least \$1000 is included in Section II Liability Coverages.	Department Position		
33	That no form excludes canine liability.(Breeds, broad canine exclusions)	Department Position.  Canine exclusions for specific dogs are allowed. A signed consent form is required.		
34	That no form excludes lead liability	Department Position. \$50,000 limit is required. Annual aggregates are acceptable.		
35	That no form excludes escaped fuel liability	Department Position. \$50,000 limit is required.		
36	That the definition of pollutants does not include lead or escaped fuel.	Department Position		
37	That Section II Personal Liability does not exclude medical marijuana	Chapter 420f of the CT General Statutes Marijuana is legalized in Connecticut for use by persons following the orders of their physician,		
	<b>CONDITIONS</b>			
38	<u>Cancellation</u> That the cancellation provisions contains the following language: <ol style="list-style-type: none"> <li>a. 10 days' notice for cancellations for non-payment</li> <li>b. 30 days prior notice for cancellations other than non-pay and not a renewal or for policies in effect for 60 days or more</li> <li>c. Cancellation reasons are limited only to the following if the policy has been in effect for 60 days or more or at any time for a renewal:                             <ol style="list-style-type: none"> <li>1. A material misrepresentation of fact which if known to us would have caused us to not issue the policy; or</li> <li>2. The risk has changed substantially since the policy was issued.</li> </ol> </li> </ol>	Department Position		

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39	That the policy term is clearly defined with an effective date and expiration date	CGS 38a-323 A continuous policy term conflicts with the statutes. Policy expiration is necessary to afford the required cancellation and nonrenewal provision		
40	That the nonrenewal condition complies with Connecticut law including the <u>60 day</u> notice requirement	CGS 38a-323		
41	That the cancellation and nonrenewal provisions state that electronic delivery is used only if agreed to by the insured and the company.	CGS 38a-323a		
42	That a conditional renewal notice is if an insurer intends to renew any policy that is subject to the requirements of sections 38a-663 to 38a-696, inclusive, under terms or conditions less favorable to the insured than provided under the existing policy.	CGS 38a-323 The notice shall clearly state or be accompanied by a statement clearly identifying any reduction in coverage limits, coverage provisions added or revised that reduce coverage or increases in deductibles, under the renewal policy.		
43	<u>Appraisal</u> 1. That the condition includes the words "competent and disinterested"  2. That the condition contains a 20 day notification requirement	CGS 38a-307		

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	<b>OPTIONAL COVERAGES</b>			
44	<p><u>Personal Injury</u> That the definition of Personal Injury is as follows: "Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:</p> <ol style="list-style-type: none"> <li>1. False arrest, detention or imprisonment;</li> <li>2. Malicious prosecution;</li> <li>3. Invasion of privacy, wrongful eviction or wrongful entry;</li> <li>4. Publication of material, in any manner, that:               <ol style="list-style-type: none"> <li>a. Slanders or libels a person or organization;</li> <li>or</li> <li>b. Disparages a person's or organization's goods, products or services; or</li> </ol> </li> <li>5. Publication of material, in any manner, that violates a person's right of privacy.</li> </ol>	Department Position		
45	That coverage for Personal Injury does not exclude loss arising from electronic communications.	Department Position. The Department understands the concerns about electronic communications. Consumers would reasonably expect coverage for these exposures when they purchase coverage for personal injury.		

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46	<u>Additional Replacement Cost Coverage</u> <ol style="list-style-type: none"> <li>1. That the minimum limit offered is no less than 20% of the applicable limit of liability</li> <li>2. That the language clearly states that the coverage is limited</li> <li>3. That the coverage offered is a "pure" additional amount of insurance that is not reduced by added perils or other coverage features that reduce the additional limit</li> <li>4. That the company provides the customer with the means to estimate</li> <li>5. the current replacement cost of the dwelling?</li> </ol>	Department Position  Company must provide the insured with the means to re-evaluate replacement cost in future years.		
47	<u>Water Back Up and/or Sump Pump Overflow Coverage</u> <ol style="list-style-type: none"> <li>1. That any applicable waiting period is no longer than 15 days</li> <li>2. That waiting periods are not applicable when coverage is added at the time of new business or renewal</li> </ol>	Department Position		
48	<u>Identity Fraud Coverage- Confirm Both Items</u> That the definition of identity fraud includes misdemeanors in addition to felonies.  That the Intentional Acts exclusion protects the interests of an innocent co-insured	Department Position		
49	<u>BLANK SPACE-Explain all items from column C that were labeled N/A</u>			