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IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY & LACY HURSH, Plaintiffs, v. STATE FARM FIRE & CASUALTY COMPANY; MARK D. WELTY; and MARK D. WELTY INSURANCE AGENCY, INC., Defendants.	Case No. CJ-2025-2626 Hon. Amy Palumbo

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WELTY DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

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Pursuant to 12 O.S. § 2056(B), Defendants Mark D. Welty and Mark. D. Welty Insurance Agency, Inc. (the "Welty Agency") (collectively, the "Welty Defendants"), request the Court enter summary judgment on all claims asserted against them by Plaintiffs Billy Hursh and Lacy Hursh ("Plaintiffs"). In support, the Welty Defendants show the Court the following:

INTRODUCTION

This case is ***not*** about Mark Welty or his insurance agency. It is a coverage dispute between Plaintiffs and State Farm. In May 2020, Plaintiffs came to the Welty Agency seeking full replacement cost homeowners coverage sufficient to satisfy their mortgage lender. Insurance Account Representative Brenda Reed took their application, and State Farm issued exactly what Plaintiffs asked for: a replacement cost policy covering wind and hail. Plaintiffs' quarrel is instead with how State Farm later evaluated their two storm claims and concluded that the covered damage fell below the deductible. Whatever claims Plaintiffs may have arising from those decisions lie against State Farm, not the Welty Defendants.

Discovery has not changed that picture. Plaintiffs cannot identify a single statement Welty or anyone at his agency made to them, much less a false one, and cannot connect their loss to anything the Welty Defendants did or failed to do. Their fallback is to treat the sale of the Policy as itself a representation that it provided full replacement cost coverage with accurate limits. But that is precisely the coverage State Farm issued (and precisely the coverage Plaintiffs sue State Farm to enforce). When asked in discovery for the factual basis of their claims, Plaintiffs simply referred back to the "allegations contained in the Petition." But at summary judgment, they must come forward with evidence supporting each element of their claims. They have none.

As explained below, the negligent procurement claim fails because Plaintiffs received the policy they requested, the Welty Defendants caused them no injury, and neither Welty nor the

agency owed Plaintiffs a duty to inspect the property or underwrite the Policy. The constructive fraud and negligent misrepresentation claim fares no better: there is no misrepresentation, no duty to disclose, no reliance, no causation, and no damages traceable to the Welty Defendants. And without evidence of reckless or malicious conduct, the request for punitive damages fails as well. Welty individually, who never communicated with Plaintiffs, is entitled to judgment for that reason alone. The Welty Defendants are entitled to summary judgment on all claims.

UNDISPUTED MATERIAL FACTS

A. The 2020 Application and the Policy

1. In May 2020, Plaintiffs contacted the Welty Agency to obtain homeowner's insurance for their home in Broken Arrow, Oklahoma. Plaintiffs requested full replacement cost coverage in an amount sufficient to satisfy the insurance requirements of their mortgage lender. Ex. 1, Policy Application at SF.HURSH_000780–83 (application taken May 28, 2020); Ex. 2 Pls.' Resp. to Welty Defs.' Interrog. No. 7; Ex. 3, Aff. of Mark Welty ("Welty Aff.") ¶ 3.

2. Brenda Reed, an Insurance Account Representative with the Welty Agency, took Plaintiffs' application and used the Verisk 360Value estimating tool, with information Plaintiffs supplied, to calculate an estimated replacement cost for the home. The estimate was conveyed to Plaintiffs as a resource for their consideration in selecting coverage. Ex. 4, Welty Defs.' Resp. to Pls.' Interrog. Nos. 17–18 at p. 35, 37;[1] Ex. 5, Estimate at SF.HURSH_000871–72 (estimate created by Ms. Reed); Ex. 3, Welty Aff. ¶¶ 2–3.

[1] Citations to the Welty Defendants' interrogatory answers (Ex. 4) identify the interrogatory to which the answer responds and the page on which the answer appears (e.g., "Welty Defs.' Resp. to Pls.' Interrog. No. 14, at 29").

3. Based on that application, Plaintiffs purchased State Farm Homeowners Policy No. 36-CL-H107-4 (the "Policy"), effective June 2020. Ex. 1, Policy Application at SF.HURSH_000780–83; Ex. 6, Policy at SF.HURSH_000266–326; Ex. 3, Welty Aff. ¶ 7.

4. The Policy is indeed a replacement cost homeowner's policy that covers wind and hail damage to the dwelling. Ex. 6, Policy, Section 1 – Loss Settlement, p. 18, at SF.HURSH_000295.

> **COVERAGE A – DWELLING**
>
> 1. **A1 – Replacement Cost Loss Settlement – Similar Construction.**
>
> a. ***We*** will pay the cost to repair or replace with similar construction and for the same use on the premises shown in the ***Declarations***, the damaged part of the property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE A – DWELLING**, except for wood fences, subject to the following:
>
> (1) until actual repair or replacement is completed, ***we*** will pay only the ***actual cash value*** of the damaged part of the property, up to the applicable limit of liability shown in the ***Declarations***, not to exceed the cost to repair or replace the damaged part of the property;
>
> (2) when the repair or replacement is actually completed, ***we*** will pay the covered additional amount ***you*** actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable limit of liability shown in the ***Declarations***, whichever is less;

5. When Plaintiffs purchased the Policy, they did not believe they were underinsured. Ex. 7, Billy Hursh Resp. to Welty Defs.' RFA No. 4; Ex. 8, Lacy Hursh Resp. to Defs.' RFA No. 4. The Policy renewed automatically each year on June 26 for a twelve-month term. *E.g.*, Ex. 6, Policy (Renewal Declarations) at SF.HURSH_000269–72. The renewal declarations state "[i]t is up to you to choose the coverages and limits that meet your needs." Ex. 6, Policy (Renewal Declarations) at SF.HURSH_000269–72.

6. At the time of the losses alleged in this case, the Policy provided Coverage A (Dwelling) limits of $363,700, subject to a one-percent deductible of $3,637. Ex. 6, Policy (Renewal Declarations) at SF.HURSH_000269–72.

B. The Welty Defendants' Limited Role

7. A State Farm agent submits an applicant's information to State Farm's underwriting department, which alone decides whether State Farm will issue a policy. Neither Welty or the Welty Agency has authority to make that determination. Ex. 3, Welty Aff. ¶ 6; Ex. 4, Welty Defs.' Resp. to Pls.' Interrog. No. 17 at p. 34–35.

8. Welty had no personal involvement in underwriting Plaintiffs' Policy, including its renewal or any modification of it. *E.g.*, Ex. 3, Welty Aff. ¶ 8; Ex. 4, Welty Defs.' Resp. to Pls.' Interrog. No. 16–17 at p. 32, 35. Welty did not take Plaintiffs' application, did not quote the coverage, and did not participate in any conversation with Plaintiffs about the application or the coverage they were seeking. To the best of his knowledge, he has never communicated with Plaintiffs. Ex. 3, Welty Aff. ¶¶ 4–5; Ex. 4, Welty Defs.' Resp. to Pls.' Interrog. No. 7 at p. 21.

9. Neither Welty nor anyone else at the Welty Agency inspected the insured property, either when the Policy was issued or at any renewal. Ex. 4, Welty Defs.' Resp. to Pls.' RFA Nos. 3–4; Ex. 4, Welty Defs.' Resp. to Pls.' Interrog. No. 14 at p. 29. Neither Welty nor the Agency was involved in any assessment of the condition of the property's roof. Ex. 3, Welty Aff. ¶ 9.

C. The 2023 and 2024 Claims

10. Plaintiffs claim that a wind and hailstorm damaged their home on or about October 4, 2023. They reported the loss to State Farm on March 5, 2024, as Claim No. 36-64D8-27T (the "2023 Claim"). Ex. 9, 2023 Claim File at SF.HURSH_000328.

11. The property was inspected, and State Farm determined that the damage resulted from normal wear and tear rather than wind or hail. State Farm valued the loss at $1,446.87, an amount below the Policy deductible, and issued no payment. Ex. 10, 2023 Claim File (3/12/2024 Letter from State Farm to Pls.) at SF.HURSH_000668–69; Ex. 11, 2023 Claim File (Mar. 2024 Inspection Estimate) at SF.HURSH_000717–22.

12. Plaintiffs claim that a second wind and hailstorm damaged the home on or about May 21, 2024. They submitted a second claim to State Farm on July 12, 2024, as Claim No. 36-70R1-64Z (the "2024 Claim"). Ex. 12, 2024 Claim File at SF.HURSH_000063.

13. The property was inspected again and, on July 29, 2024, State Farm informed Plaintiffs that the covered damage from the second storm also fell below the Policy deductible. Ex. 13, 2024 Claim File (7/29/2024 Letter from State Farm to Pls.) at SF.HURSH_000184; Ex. 14, 2024 Claim File (July 2024 Inspection Estimate) at SF.HURSH_000254–61.

D. This Lawsuit

14. On April 17, 2025, Plaintiffs filed their Petition in this Court against State Farm and the Welty Defendants. *See* Petition.

15. Against the Welty Defendants, Plaintiffs assert claims for negligent procurement and for constructive fraud/negligent misrepresentation, both arising from the sale and renewal of the Policy. Petition ¶¶ 60–66 (negligent procurement), 67–79 (constructive fraud/negligent misrepresentation). Neither count identifies an injury distinct from the one Plaintiffs attribute to State Farm. The only concrete loss plead in the Petition is the more than $22,000 Plaintiffs borrowed to replace their roof after State Farm declined to pay for it. *Id.* ¶ 40(m). When asked in discovery to describe the harm Welty caused, Plaintiffs answered that they "were deprived of all

monies due and owed to them" under the Policy and had to borrow $30,550 to replace their roof." Ex. 2, Pls.' Resp. to Welty Defs. Interrog. No. 6.

LEGAL STANDARD

Summary judgment is appropriate when "there is no genuine issue as to any material fact and . . . the movant is entitled to judgment as a matter of law." 12 O.S. § 2056(C). Once the defendant has introduced evidentiary materials indicating there is no substantial controversy as to a fact material to the plaintiff's claim, the "plaintiff then has the burden of showing that evidence is available which would justify a trial of the issue." *Runyon v. Reid*, 1973 OK 25, ¶ 13, 510 P.2d 943, 946. A party opposing summary judgment cannot merely rest upon the allegations in their pleadings or repeat those allegations in an affidavit unsupported by any proof; rather, they must show that an actual issue exists which requires a trial. *See Weldon v. Dunn*, 1998 OK 80, ¶ 8, 962 P.2d 1273, 1275–76; *Weeks v. Wedgewood Vill., Inc.*, 1976 OK 72, ¶ 11–12, 554 P.2d 780, 784–85. *See also Schram v. Oklahoma*, No. CIV-09-040, 2009 WL 2611079, at *3 (E.D. Okla. Aug. 21, 2009). The reasonable inferences to which a plaintiff is entitled at summary judgment do not relieve him of his burden to come forward with evidence demonstrating a genuine issue for trial. *See Schram v. Oklahoma*, No. CIV-09-040, 2009 WL 2611079, at *3 (E.D. Okla. Aug. 21, 2009).

ARGUMENTS AND AUTHORITIES

As explained below, summary judgment should be granted against Plaintiffs on their negligent procurement claim, constructive fraud/negligent misrepresentation claim, and related request for punitive damages. Plaintiffs received the replacement cost coverage they requested; the Welty Defendants owed no duty to inspect the Property, underwrite the Policy, or disclose State Farm's claim-handling practices; and Plaintiffs cannot identify any misrepresentation by the Welty Defendants or any injury independent of State Farm's own claim decisions.

I. Plaintiffs' Negligent Procurement Claim Fails as a Matter of Law.

Oklahoma recognizes a *limited* cause of action for negligent procurement against an insurance agent. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, ¶ 8, 979 P.2d 266, 268. An agent must act in good faith and use reasonable care, skill, and diligence, but is liable only "if, **by the agent's fault**, insurance is not procured as promised and the insured suffers a loss." *Id.* ¶ 13, 979 P.2d at 269 (emphasis added). The duty extends only to needs the insured discloses. *Rotan v. Farmers Ins. Grp. of Cos.*, 2004 OK CIV APP 11, ¶ 3, 83 P.3d 894, 895. Agents "do not have a duty to advise an insured with respect to his insurance needs," and "a general request for adequate protection and the like does not change this duty." *Id.* ¶ 2, 83 P.3d at 895 (citation modified). Plaintiffs must therefore present evidence showing the Welty Defendants agreed to procure coverage of a certain breadth and then failed to do so. *Pardue v. Humble Ins. Agency*, No. CIV-14-1049, 2016 WL 4275816, at *2 (W.D. Okla. Aug. 12, 2016) (citing *Hardison v. Balboa Ins. Co.*, 4 F. App'x 663, 673 (10th Cir. 2001)). This duty does not—as Plaintiffs seem to suggest—make an agent a guarantor of the insurer's later interpretation of the policy or of every benefit the insured hopes to recover after a loss.

The Welty Defendants are entitled to summary judgment for three reasons: (1) Plaintiffs received the coverage they requested, with limits more than sufficient for the roof damage they identify; (2) the Welty Defendants did not cause the alleged injury; and (3) the Welty Defendants owed no duty to inspect the property or underwrite the Policy.

A. Plaintiffs Received the Coverage They Requested and That Coverage Was Sufficient.

Plaintiffs asked the Welty Agency for full replacement cost coverage sufficient to satisfy their mortgage lender. UMF ¶ 1. That is exactly what they received. Brenda Reed took Plaintiffs' application and estimated the home's replacement cost, and Plaintiffs selected Coverage A at

100% of that estimate with "A1 – Replacement Cost – Similar Construction" loss settlement. UMF ¶¶ 2–3; Ex. 1, Policy Application at SF.HURSH_000780–83. State Farm issued a replacement cost homeowners policy covering wind and hail on those terms, and the Policy renewed annually and was in force when both storms struck. UMF ¶¶ 3–5. The Policy obligates State Farm to "pay the cost to repair or replace with similar construction . . . the damaged part of the property," and at the time of both losses Coverage A stood at $363,700. UMF ¶¶ 4, 6. Both Plaintiffs admit that, when they bought the Policy, they did not believe they were underinsured. UMF ¶ 5.

That is dispositive. "Replacement cost insurance provides greater coverage than an actual cash value policy." *Graves v. Am. Fam. Mut. Ins. Co.*, 686 F. App'x 536, 538 (10th Cir. 2017) (citation omitted); *see Frontline Fellowship, Inc. v. Bhd. Mut. Ins. Co.*, No. CIV-21-357, 2022 WL 16856111, at *3–4 (W.D. Okla. Nov. 10, 2022). It is the coverage Plaintiffs say they wanted, and it is the coverage they have. Because "Plaintiffs indisputably received the replacement cost value policy they requested," they "cannot show that, 'by the agent's fault, insurance [was] not procured as promised.'" *Barlow v. State Farm Fire & Cas. Co.*, No. CIV-25-44, 2025 WL 1139489, at *2 (W.D. Okla. Apr. 17, 2025) (quoting *Swickey*); *see also Thomas v. Shelter Mut. Ins. Co.*, No. 21-cv-01146, 2022 WL 20689574, at *2 (W.D. Okla. Feb. 7, 2022).

Calling the coverage "illusory" does not change the result. Plaintiffs tie the label to State Farm's denial. Ex. 2, Pls.' Resp. to Welty Defs.' Interrog. Nos. 8–9. A denial or payment below the amount sought does not, without more, make a policy illusory. The Policy promises repair or replacement of "the damaged part of the property," so the parties' dispute over how much of the roof was damaged is a dispute with State Farm over its application of the Policy, not proof the Welty Defendants procured the wrong policy. *See* UMF ¶ 4. Plaintiffs disagreement with State Farm does not show the Welty Defendants failed to obtain the coverage Plaintiffs requested or

promised a different policy. *See Frontline Fellowship*, 2022 WL 16856111, at *3–4; *Barlow*, 2025 WL 1139489, at *2.

Plaintiffs also had more than sufficient limits for the roof damage they identify. At the time of loss, Coverage A was $363,700, with up to $72,740 available under Option ID Increased Dwelling coverage, and was subject to a 1% deductible of $3,637. Ex. 6, Policy (Renewal Declarations) at SF.HURSH_000269–72. Their discovery responses identify roof and related repair estimates, and both Plaintiffs admit they did not believe they were underinsured when they purchased and renewed the Policy. UMF ¶¶ 5, 15. Thus, once again, the limits did not cause the loss alleged. *Goebel v. State Farm Fire & Cas. Co.*, No. CIV-22-0882, 2023 WL 11883977, at *4 (W.D. Okla. Aug. 7, 2023) ("any issue as to coverage amounts did not lead to any of the damages that plaintiffs assert via their claim for damage to the roof"); *see also Marino v. State Farm Fire & Cas. Co.*, No. CIV-22-0885, 2023 WL 11915691, at *3 (W.D. Okla. Aug. 7, 2023).

Nor have Plaintiffs identified any specific limit, term, or undertaking the Welty Agency failed to procure. A request for "full coverage," "adequate coverage," or coverage sufficient for a mortgage does not identify a particular limit, deductible, valuation method, or claim outcome, and it does not establish a promise of coverage broader than the replacement cost policy issued. *Rotan*, ¶¶ 2–3, 83 P.3d at 895. Plaintiffs need evidence of a specific request or undertaking that went unmet. They have identified none.

Finally, if State Farm's coverage position was wrong, Plaintiffs' remedy is their pending contract claim against State Farm, not a tort claim against its agent, because "an insurance agent who acts on behalf of a disclosed principal is not liable for the principal's breach of contract." *Woodward v. N.Y. Life Ins. Co.*, No. CIV-07-1067, 2008 WL 11337956, at *2 (W.D. Okla. Jan. 28, 2008); *Shebester v. Triple Crown Insurers*, 1992 OK 20, ¶ 16, 826 P.2d 603, 609.

B. The Welty Defendants Did Not Cause Plaintiffs' Alleged Injury.

Negligent procurement also requires causation. Plaintiffs must show that they "suffered damages flowing from the breach of the [Welty Defendants'] duty of care," *Castens v. Conseco Life Ins. Co.*, No. 11-CV-628, 2012 WL 610001, at *2 (N.D. Okla. Feb. 24, 2012), meaning "some reasonable connection between the act or omission of the defendant and the damage which the plaintiff has suffered." *West v. Chaparral Energy, LLC*, No. CIV-16-264, 2018 WL 8264627, at *4 (W.D. Okla. Aug. 13, 2018) (quoting *Steed v. Bain-Holloway*, 2015 OK CIV APP 68, ¶ 21, 356 P.3d 62, 68).

The only injury Plaintiffs identify is State Farm's refusal to pay to replace their roof. UMF ¶ 15; Ex. 2, Pls.' Resp. to Defs.' Interrog. No. 15. That refusal resulted from State Farm's claim handling. State Farm, not the Welty Defendants, investigated the claims, found that the 2023 damage resulted from wear and tear rather than wind or hail, and determined that the covered damage from both storms fell below the deductible. UMF ¶¶ 11, 13. Those determinations turned on the condition of the roof, not on the type or terms of the Policy the Welty Agency procured. Had the agency procured a different replacement cost policy, or the same policy on a different day, State Farm's adjusters would have found the same damage and applied the same deductible. Courts applying Oklahoma law have rejected near-identical claims on exactly this ground. *See, e.g., Rain Drop Found., Inc. v. State Farm Fire & Cas. Co.*, No. 24-1101, 2025 WL 582562, at *3–4 (W.D. Okla. Feb. 21, 2025) ("Plaintiff's alleged damages arose, not because of the type of insurance procured, but because State Farm refused to replace Plaintiff's roof."); *Steinkamp v. State Farm Fire & Cas. Co.*, No. CIV-22-00047, 2023 WL 11920886, at *2 (W.D. Okla. Sept. 29, 2023) ("State Farm denied the claim not because of the type of policy [the agent] procured, but because it determined that her roof did not sustain a covered loss. . . . In short, Plaintiff's claim against State Farm depends upon what damage her roof sustained, not the terms of her policy."); *Gellner*

v. Progressive N. Ins. Co., No. 21-CV-0401, 2021 WL 5789146, at *3 (N.D. Okla. Dec. 7, 2021) ("The outcome of plaintiffs' claims against Progressive depend upon the cause of the damage to the boat, not the lack of collision coverage in the insurance policy . . . .").

Plaintiffs' reliance on the agency's "binding" authority cannot bridge the causal gap. Binding authority permits an agent to bind coverage temporarily before the insurer issues the policy, but it does not authorize the agent to interpret the policy or to adjust and pay claims. 36 O.S. § 3622(B); *Peerless Ins. Co. v. M.A.S.S. Servs., Inc.*, No. 06-CV-250, 2007 WL 2916386, at *7 n.11 (M.D. Fla. Oct. 5, 2007). Those functions belong to the insurer. State Farm's duties to investigate, evaluate, and pay claims are non-delegable, and Oklahoma does not impose on the insurer's agent a tort duty for the insurer's failure to pay. *Trinity Baptist Church v. Bhd. Mut. Ins. Servs., LLC*, 2014 OK 106, ¶ 29, 341 P.3d 75, 86; *Shebester*, ¶¶ 15–16, 826 P.2d at 608–09; *Woodward*, 2008 WL 11337956, at *2–3. Here, the Welty Agency's role ended when it took the application and submitted it to State Farm. State Farm's underwriting department decided whether to issue the Policy, State Farm renewed it, and State Farm alone later investigated the claims and decided whether payment was due. UMF ¶¶ 7–8, 11, 13. Treating binding authority as a basis for liability would collapse the distinction between procurement and claim handling that Oklahoma law preserves. *Trinity Baptist*, ¶ 29, 341 P.3d at 86; *Shebester*, ¶¶ 15–16, 826 P.2d at 608–09.

C. The Welty Defendants Owed Plaintiffs No Duty to Inspect the Property or to Perform Underwriting.

Plaintiffs' remaining theory appears to be that the Welty Defendants should have inspected the home, followed State Farm's underwriting guidelines, verified the replacement cost estimate, disclosed pre-existing damage, or confirmed the roof's condition. Ex. _, Pls.' Resp. to Defs.' Interrog. No. 18. No such duty exists. Underwriting is the insurer's risk-assessment process, and State Farm's underwriting department, not Welty or his agency, decided whether to issue the

Policy. UMF ¶¶ 7–9. Courts have declined to convert an agent's role in submitting an application into a duty to apply the insurer's underwriting guidelines for the insured's benefit or to inspect the insured property. *E.g., Goebel*, 2023 WL 11883977, at *4 ("Plaintiffs' arguments essentially contend that an agent has a duty to anticipate, and advise the insured as to, anything that might conceivably limit the payment of a future claim. Such a contention goes beyond any duty contemplated by Oklahoma law."); *Manzella v. Gilbert-Magill Co.*, 965 S.W. 2d 221, 229 (Mo. Ct. App. 1998) (no agent duty to customers to follow underwriting guidelines); *Salopek, Tr. For Salopek Fam. Heritage Tr. v. Zurich Am. Life Ins.*, 428 F. Supp. 3d 609, 622 (D.N.M. 2019) (same); *Gray v. Derderian*, 464 F. Supp. 2d 105, 110 (D.R.I. 2006) (no duty to inspect property); *see also Marino*, 2023 WL 11915691, at *3. The Policy confirms that even State Farm itself was under no obligation to inspect the property or report on its condition. Ex. 6, Policy at SF.HURSH_000309. *See May v. Mid-Century Ins. Co.*, 2006 OK 100, ¶ 22, 151 P.3d 132, 140 (explaining the language of the insurance contract controls its interpretation).

Even if such a duty existed, Plaintiffs cannot show a breach caused them any harm. The Policy was issued and renewed, and State Farm later made the two claim decisions at issue. UMF ¶¶ 3–5, 11, 13. Plaintiffs identify no condition in 2020 that would have changed State Farm's underwriting decision, the coverage issued, or either claim determination; they simply attribute the alleged injury to the absence of an inspection by the Welty Defendants. Ex. 2, Pls.' Resp. to Defs.' Interrog. No. 18 at p. 25. Plaintiffs' theory premised on nonexistent duties and hypothetical inspections do not convert State Farm's claim decisions into the Welty Defendants' negligent procurement.

II. Plaintiffs Cannot Establish Constructive Fraud or Negligent Misrepresentation.

To recover for constructive fraud, Plaintiffs must prove, *with clear and convincing evidence*, that State Farm (1) owed them a duty of full disclosure, (2) it misstated a fact or failed

to disclose a fact to Plaintiffs, (3) the misstatement or omission was material, (4) Plaintiffs relied on it, and (5) suffered damages as a result. *Howell v. Texaco, Inc.*, 2004 OK 92, ¶ 29, 112 P.3d 1154, 1161; *Varn v. Maloney*, 1973 OK 133, ¶ 17, 516 P.2d 1328, 1332; *Lillard v. Stockton*, 267 F. Supp. 2d 1081, 1113 (N.D. Okla. 2003); *see also Lewis v. State Farm*, 25-CV-0274, 2026 WL 179888, at *4 (N.D. Okla. Jan. 22, 2026). Negligent misrepresentation requires a material misrepresentation made in the course of business, breach of a duty of care in making it, and reasonable reliance to the plaintiff's detriment. *Sullivan v. Wyndham Hotels & Resorts, Inc.*, No. 21-7003, 2021 WL 5822690, at *2 (10th Cir. Dec. 8, 2021) (applying Oklahoma law).

This claim likewise fails for four independent reasons: (1) Plaintiffs cannot establish causation or damages attributable to the Welty Defendants; (2) the Welty Defendants owed no duty of disclosure; (3) Plaintiffs cannot identify an actionable misrepresentation; and (4) Plaintiffs cannot show reasonable reliance.

A. Plaintiffs Cannot Establish Causation or Damages.

Plaintiffs identify no injury independent of State Farm's refusal to pay their wind/hail claims. UMF ¶ 15. Plaintiffs seek policy benefits, out-of-pocket expenses, and related harms tied to that refusal, not to anything the Welty Defendants said or failed to say. Ex. 2, Pls.' Resp. to Defs.' Interrog. No. 15. As shown in Part I.B, that refusal flowed from State Farm's claim handling and its determinations that the covered damage fell below the deductible. UMF ¶¶ 11, 13. Investigating, evaluating, and paying claims are State Farm's non-delegable functions, *Trinity Baptist*, ¶ 29, 341 P.3d at 86; *Shebester*, ¶¶ 15–16, 826 P.2d at 608–09, and the Welty Defendants performed none of them. UMF ¶¶ 7–9, 11, 13.

The same causation principles that defeat the negligent procurement claim apply with equal force here. When an insurer's denial rests on its assessment of the roof rather than on the policy procured, the claim against the agent fails. *Rain Drop*, 2025 WL 582562, at *3–4; *Steinkamp*, 2023

WL 11920886, at *2. Plaintiffs identify no different policy, limit, statement, or omission that would have changed State Farm's covered-damage determination, and the record does not show that State Farm would have paid to replace the roof had the Welty Defendants said or disclosed anything different.

B. The Welty Defendants Owed Plaintiffs No Duty of Disclosure.

Plaintiffs' constructive fraud theory is one of omission. Plaintiffs contend the Welty Defendants allegedly failed to disclose State Farm's supposed "Scheme," its internal claim definitions, or conditions affecting coverage. An omission is actionable only if the defendant owed a duty to speak; silence alone is not enough. *Lillard*, 267 F. Supp. 2d at 1113; *Pratt v. Safeco*, No. CIV-20-93, 2020 WL 4735350, at *2 (W.D. Okla. Aug. 14, 2020). Plaintiffs could establish a duty in two ways, but the record forecloses both.

First, a party who voluntarily speaks assumes a duty not to create a false impression through partial disclosure. *Lillard*, 267 F. Supp. 2d at 1113; *Pratt*, 2020 WL 4735350, at *2. Plaintiffs identify no specific statement by the Welty Defendants. Asked for the time, place, and content of each alleged misrepresentation, they offered only a generalized recollection that Agent "represent[ed]" the Policy would provide full replacement cost coverage and that its limits were "accurate," which are true statements. Ex. 2, Pls.' Resp. to Defs.' Interrog. Nos. 6–8, 11–13. They do not recall any statement on the agency's website, *id.* No. 1, whether anyone told them the Property would be inspected, *id.* Nos. 3–4, or any details of their communications with Agent or his staff, *id.* Nos. 6–8. The only concrete communication Plaintiffs describe—a staff member's referral to roofing contractors after the May 2024 storm—postdates the Policy's issuance, both storms, and State Farm's denial of the 2023 Claim. *Id.* Nos. 6, 8.

Second, a duty to disclose may arise from a confidential relationship of trust. *Emergency Servs. of Okla., PC v. Aetna Health, Inc.*, 580 F. Supp. 3d 1032, 1036 (W.D. Okla. 2022). No such

relationship exists merely because an insurance agent procures a policy. *Cosper v. Farmers Ins. Co.*, 2013 OK CIV APP 78, ¶ 13, 309 P.3d 147, 150 (no Oklahoma case holds that an insurance agent owes a fiduciary duty to an insured); *Swickey*, ¶ 12, 979 P.2d at 269 (no special relationship between agent and insured). Plaintiffs point to no undertaking or special trust that would transform an ordinary agent-insured relationship into a confidential one. *See* UMF ¶¶ 7–9.[2]

Nor can the limited duty to procure requested insurance supply the legal or equitable duty constructive fraud requires. *Country Gold, Inc. v. State Auto Prop. & Cas. Ins. Co.*, No. CIV-14-1398, 2015 WL 431638, at *4 (W.D. Okla. Feb. 2, 2015); *Siddique v. W. Heritage Ins Co.*, No. CIV-14-456, 2015 WL 2451734, at *4 (E.D. Okla. May 21, 2015). An agent is not required to anticipate a future claim and disclose every limitation the insurer might later apply. *Goebel*, 2023 WL 11883977, at *4; *Marino*, 2023 WL 11915691, at *3. And the Welty Defendants undertook neither to inspect the property nor to underwrite the risk. UMF ¶¶ 7–9. Those decisions were State Farm's alone. Without a duty to disclose, the omission theory fails.

C. Plaintiffs Cannot Identify an Actionable Misrepresentation.

Plaintiffs still cannot identify any specific misrepresentation by Welty or anyone at his agency. They rely instead on representations they say are inherent implied in the act of procuring, binding, and selling the Policy—that the property met State Farm's underwriting guidelines, that the limits were accurate, and that no condition would negate coverage—and otherwise refer the Welty Defendants only to the "allegations contained in the Petition." Ex. 2, Pls.' Resp. to Defs.' Interrog. Nos. 6, 8.

This attempt fails at summary judgment. For starters, alleged eligibility and replacement cost representations were true. State Farm issued and renewed a replacement cost policy covering

[2] Indeed, they can't, because they never spoke with Welty at all.

wind and hail, and both Plaintiffs admit they did not believe they were underinsured when they bought it. UMF ¶¶ 4–5. Thus, the alleged "implied" representations that an insured is eligible for, and has received, replacement cost coverage are either accurate or not to the insured's detriment when that is precisely the policy issued. *Smith v. Allstate Vehicle & Prop. Ins. Co.*, No. CIV-14-0018, 2014 WL 1382488, at *2, *4 (W.D. Okla. Apr. 8, 2014) (rejecting claim agent misrepresented property would be replaced without any deduction for depreciation where policy provided for replacement without depreciation if the insured repaired or replaced the property).

Moreover, a negligent misrepresentation cannot be based on silence or an implied representation alone. *Hall v. State Farm*, CV 25-00012-JD, 2025 WL 2905205, at *6 (W.D. Okla. Oct. 13, 2025) ("[T]he partial disclosures Plaintiff claims [the agent] made are all inherent or implied. Plaintiff does not identify any affirmative statements made by [the agent] and instead claims [the agent] inherently warranted the condition of the property by selling Plaintiff a policy. The Court declines to conclude that a reasonable basis for a constructive fraud/negligent misrepresentation claim is an inherent or implied representation attendant to the issuance of an insurance policy. If that were the case, almost no circumstances would exist in which an agent could not be joined as a party to a lawsuit relating to coverage."); *Pratt*, 2020 WL 4735350, at *2 ("Defendant's silence conveyed no false impression to Plaintiffs.").

Second, the vague representations Plaintiffs describe are not actionable. Plaintiffs' theory is that the Welty Defendants assured them State Farm would pay to fully replace the roof after a future wind or hail loss, and that the assurance went unfulfilled when State Farm did not pay for a full roof replacement. Even assuming someone at the agency said something about how State Farm would handle a future hail claim, a statement about what an insurer will pay when a loss occurs is a representation of future performance, which cannot support constructive fraud under Oklahoma

law. *Citation Co. Realtors, Inc. v. Lyon*, 1980 OK 68, ¶ 8, 610 P.2d 788, 790; *Roberts v. Wells Fargo AG Credit Corp.*, 990 F.2d 1169, 1172 (10th Cir. 1993); *CMI Roadbuilding, Inc. v. SpecSys, Inc.*, No. CIV-18-1245, 2021 WL 2189190, at *3 (W.D. Okla. May 28, 2021); *Briggs v. State Farm Fire & Cas. Co.*, No. 14CV16, 2014 WL 1355627, at *3–4 (S.D. Miss. Apr. 7, 2014). Moreover, a statement about whether coverage extends to a particular loss is an opinion and therefore never a material misrepresentation. *Cupit v. Dancu Chem. Co.*, 1957 OK 193, ¶ 7, 316 P.2d 593, 596; *Mellon v. Int'l Grp. for Historic Aircraft Recovery*, 612 F. App'x 936, 938 (10th Cir. 2015); *Williams Field Servs. Grp., LLC v. Gen. Elec. Int'l Inc.*, No. 06-CV-0530, 2009 WL 151723, at *3 (N.D. Okla. Jan. 22, 2009). And general assurances that a policy offers "the broadest form of coverage" or is "an outstanding value" are non-actionable puffery. *Hall v. Edge*, 1989 OK 143, ¶ 11, 782 P.2d 122 126; *Wyrick v. Campbell*, 1918 OK 1, ¶ 7, 170 P. 267, 268; *Pine Tel. Co. v. Alcatel-Lucent USA, Inc.*, No. CIV-11-353, 2014 WL 318331, at *7 (E.D. Okla. Jan. 29, 2014), *rev'd on other grounds*, 617 F. App'x 846 (10th Cir. 2015).

Plaintiffs' vague, boilerplate allegations are untethered to any conduct by the Welty Defendants. *Goebel*, 2023 WL 11883977, at *4; *Daily v. USAA Cas. Ins. Co.*, No. CIV-14-0550, 2014 WL 12729172, at *2 (W.D. Okla. Nov. 19, 2014). Summary judgment is therefore warranted.

D. Plaintiffs Cannot Establish Reasonable Reliance.

Even if Plaintiffs had identified a representation, they could not show reasonable reliance on it. Any implied representation about eligibility ran to State Farm, which alone decided whether to issue the Policy, not to Plaintiffs. Plaintiffs also received the Policy and Declarations, and Oklahoma law charges an insured with knowledge of clear policy terms; an insured cannot reasonably rely on an assurance that contradicts them. *Liverpool & L. & G. Ins. Co. v. T.-M. Richardson Lumber Co.*, 1902 OK 7, ¶ 5, 69 P. 936, 937; *Country Gold*, 2015 WL 431638, at *4; *Siddique*, 2015 WL 2451734, at *4–5. The Policy states its exclusions, limits payment to "the

damaged part of the property," disclaims any inspection obligation, and provides that replacement cost estimates are not guaranteed. UMF ¶ 4. And Plaintiffs identify no statement by anyone at the Welty Agency that caused them to select or retain coverage different from the replacement cost policy they asked for and received.

For these independent reasons, Plaintiffs' constructive fraud and negligent misrepresentation claim fails, and the Welty Defendants are entitled to summary judgment on it.

III. Plaintiffs Cannot Satisfy Their Burden of Establishing a Basis for Submitting Punitive Damages to the Jury.

If either claim survives, the Court should grant partial summary judgment on punitive damages. Under 23 O.S. § 9.1, Plaintiffs must prove by clear and convincing evidence that the Welty Defendants were "guilty of reckless disregard for the rights of others" or "acted intentionally and with malice towards others." 23 O.S. § 9.1(B)(1), (C)(1). That requires conduct "tainted by oppression, fraud, malice or gross negligence." *McLaughlin v. Nat'l Ben. Life Ins. Co.*, 1988 OK 41, ¶ 22, 772 P.2d 383, 389. "'Reckless disregard' is not to be confused with inadvertent conduct;" the defendant "must either be aware of, or culpably indifferent to, an unnecessary risk of injury." *Carter v. Pendley*, 2024 OK CIV APP 3, ¶ 29, 544 P.3d 970, 979 (quoting *Thiry v. Armstrong World Indus.*, 1983 OK 28, ¶ 26, 661 P.2d 515, 518).

Neither of Plaintiffs' claims can supply that showing. Negligent procurement requires only ordinary negligence, which cannot support punitive damages without separate clear and convincing evidence of aggravated conduct. *See Milam v. Ranger Ins. Co.*, No. CIV-04-1749, 2006 WL 8436495, at *2 (W.D. Okla. July 10, 2006) ("punitive damages must be premised on something other than ordinary negligence"). Constructive fraud is no different: it "does not necessarily involve any moral guilt, intent to deceive, or actual dishonesty of purpose" and "may be based on a negligent misrepresentation or an innocent misrepresentation." *Croslin v. Enerlex,*

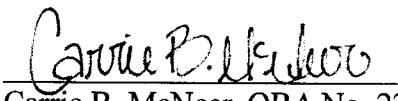
Inc., 2013 OK 34, ¶ 12, 308 P.3d 1041, 1046. Even in a fraud case, "the record must contain not only sufficient proof of the elements of fraud, but also 'clear and convincing evidence'" of reckless disregard or malice, because those "are not elements" of the fraud claim. *Online Oil, Inc. v. CO&G Prod. Grp., LLC*, 2018 OK CIV APP 1, ¶¶ 39, 42, 419 P.3d 337, 350–51.

The record contains no evidence of aggravated conduct by the Welty Defendants. Plaintiffs asked for replacement cost coverage and received it. UMF ¶¶ 1–4. Welty had no personal involvement in the Policy; State Farm's underwriters decided whether to issue it, no one at the agency inspected the Property, and State Farm alone decided both claims. UMF ¶¶ 7–9, 11, 13. Plaintiffs identify no specific statement by Welty or anyone at his agency. Their only identified injury is State Farm's refusal to pay for a roof replacement. UMF ¶ 15. Ordinary negligence on a coverage dispute cannot satisfy § 9.1, and the Welty Defendants are entitled to summary judgment on Plaintiffs' request for punitive damages.

CONCLUSION

For the foregoing reasons, no genuine dispute supports Plaintiffs' claims against the Welty Defendants. Plaintiffs received the requested replacement-cost policy; the Agent owed no inspection, underwriting, disclosure, or claim-handling duty; and Plaintiffs cannot establish an actionable representation, reliance, causation, or damages attributable to the Agent. The Welty Defendants respectfully request summary judgment in its favor on Plaintiffs' negligent procurement claim, constructive fraud/negligent misrepresentation claim, and request for punitive damages.

Respectfully submitted,



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CERTIFICATE OF MAILING

I do hereby certify that on October 15, 2026, a true, correct and exact copy of the above and foregoing document was served by placing same in the United States mail, with proper postage thereon duly prepaid, to those parties as listed below:

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Attorneys for Plaintiffs

Cancel/New

Effective Date: 06-26-2020 | App Date: 05-28-2020 | App Time: 04:40 PM

Agent: Mark Welty CLU CPCU
Mark D Welty Ins Agency Inc | Agent Code: 2120 | AFO Code: 26FA43

CUSTOMER:

	Birth date	SSN	Home Phone	Business Phone
Applicant: HURSH, BJ	[redacted]			
Co-Applicant: HURSH, LACY M				

Show name(s) on policy as: HURSH, BJ & LACY M

Mailing Address: 1901 S DOGWOOD PL
BROKEN ARROW, OK 74012-6345

Is any applicant an existing State Farm customer: Yes

If yes, State / Prov: OK

Home / Auto discount: Yes

If yes, State / Prov: OK

Does the applicant want to replace an existing State Farm policy with this transaction: Yes

Existing State Farm policy number being replaced: 36-CG-D915-3

Existing policy's cancel date: 06-26-2020

Existing policy's State / Prov: OK

Is the property location for this new policy the same as the existing policy's location: No

Is applicant the named insured on the existing State Farm policy: Yes

If yes, existing policy type being replaced: Renters

Number of residents: 4

Location:

Property Location: Street: 1901 S DOGWOOD PL
City: BROKEN ARROW
State / Prov: OK
ZIP / Postal: 74012-6345
County: Tulsa
Territory zone: 10
Subzone: 99

Is the dwelling inside city limits: Yes

Pre-eligibility:

Applicant's most recent insurer: State Farm

Has any applicant had a State Farm Homeowners, Manufactured Home, Renters, Condominium Unitowners, or Farm/Ranch policy in the last 30 days and qualifies for the Loyal Customer Discount: Yes

If yes, Tenure Details:

Enter information from the State Farm Policy that carries the oldest tenure date:

From date: 05-2012

To date: 06-2020

State / Prov: OK

Years with State Farm: 8

Tenure policy number: 36-CG-D915-3

Tenure date: 05-06-2012

Has applicant had any losses, insured or not, in the past 5 years: No

Number of homeowners rating claims: 0

Is there any damage to the home, building, or unit that has not been repaired: No

EXHIBIT 1

Dwelling:

Estimate number: R8P8-U9MA-9
Estimated replacement cost source: Estimated replacement cost tool
Total finished square feet: 2720
Number of stories: 1.5 Stories
Estimated replacement cost: 295,000
Date of estimate: 05-28-2020
Year built: 1995
Heating / Cooling year: Updated
If Updated, enter year: 2012
Does the applicant have qualifying utility update documentation: No
Electrical year: Updated
If Updated, enter year: 2012
Does the applicant have qualifying utility update documentation: No
Plumbing year: Updated
If Updated, enter year: 2012
Does the applicant have qualifying utility update documentation: No
Year purchased: 2020
Construction: Masonry veneer
Is there a solid fuel appliance, such as a wood or coal stove, fireplace insert, or free-standing fireplace unit inside any dwelling or structure on the premises: No
Roof history: Replaced
If Replaced, roof installation year: 2010
Roof material: Composition - Architectural Shingle
Is roof impact resistant: No
Occupancy: Owner
Number of weeks owner occupied (per calendar year): 52
Number of families: 1

Coverages:

Desired coverage effective date: 06-26-2020
Estimated replacement cost: 295,000
Dwelling (Coverage A): 295,000
Rate IV: 100%
Increased Dwelling - Option ID: Included
Dwelling Extension: 29,500
Are there any detached structures on the premises: No
Personal Property (Coverage B): 221,250
Loss Settlement:
Loss Settlement Option - Dwelling: A1 - Replacement Cost - Similar Construction
Loss Settlement Option - Personal Property: B1 - Limited Replacement Cost
Policy deductible: 1%
Personal Liability (Coverage L) each occurrence: 300,000
Medical Payments (Coverage M) each occurrence: 3,000

Adjustments:

Deadbolt locks: Yes
Fire extinguisher: Yes
Sprinkler system: None
Fire or smoke alarm: Local only
Burglar alarm: None

Options / Endorsements:

Jewelry and Furs: Yes
JF limit: 1,500 / 2,500 Option JF included
Silver/Goldware Theft - Option SG: Yes
SG limit: 2,500 included

Business Property - Option BP: Yes
BP limit: 1,500 included
Building Ordinance or Law - Option OL (% of Coverage A): Yes
OL limit: 10% included
Firearms - Option FA: Yes
FA limit: 2,500 included
Back-Up of Sewer or Drain: Yes
Limit: Back-Up Sewer/Drain - Dwelling/Contents, 10% of Dwelling
In the past five years, has the applicant had any losses, insured or not, caused by water back-up from sewer, drains, or sump pumps at the same dwelling the applicant is purchasing insurance for: No
Fire Department Service Charge Increased Limits: Yes
Limit: 500 included
Home Systems Protection: Yes
Service Line Coverage: Yes

Quote Results:

CRI:	5613
Quote description:	100% Replacement Cost
Annual premium:	1,813.00
Monthly premium:	151.08
Estimated replacement cost:	295,000
Rate IV:	100%
Construction:	Masonry veneer
Territory zone:	10
Subzone:	99
LRF:	L

	Limit	Premium
Coverages		
Dwelling (Coverage A)	295,000	3,151.00
Increased Dwelling - Option ID	59,000	
Dwelling Extension	29,500	
Personal Property (Coverage B)	221,250	
Personal Liability (Coverage L) each occurrence	300,000	8.00
Medical Payments (Coverage M) each occurrence	3,000	5.00
Credit Card / Bank Card and Forgery	1,000	
Damage to Property of Others (Each Occurrence)	1,000	
Loss of Use	88,500	
Loss Settlement Provision		
Loss Settlement Option - Dwelling	A1 - Replacement Cost - Similar Construction	
Loss Settlement Option - Personal Property	B1 - Limited Replacement Cost	
Deductibles		
Policy deductible	1% 2,950	
Charges / Credits		
Claim Record		(252.00)
Home / Auto discount		(873.00)
Loyal customer discount		(406.00)
Policy Options and Endorsements		
Jewelry and Furs	1,500 / 2,500 Option JF included	
Silver/Goldware Theft - Option SG	2,500 included	
Business Property - Option BP	1,500 included	

Building Ordinance or Law - Option OL (% of Coverage A)	10% 29,500	
Firearms - Option FA	2,500 included	
Back-Up Sewer/Drain - Dwelling/Contents, 10% of Dwelling	10% 29,500	15.00
Fire Department Service Charge Increased Limits	500 included	
Home Systems Protection	50,000	99.00
Service Line Coverage	10,000	66.00

Additional Interests:

Type: Mortgagee
Name: ASSOCIATED MORTGAGE CORPORATION ISAOA ATIMA
Street: 7211 S YALE AVE
City: TULSA
State / Prov: OK
ZIP / Postal: 74136-6320

Loan number: [redacted]

Documents / Photos

Bind:

Market Assistance Program App: No
Bind application: Yes
Desired coverage effective date: 06-26-2020
Application taken date: 05-28-2020
Application taken time: 04:40 PM

Billing / Payment:

Minimum amount due: 302.16
Annual premium: 1,813.00
Payment Options:
Put application on SFPP: No
Annual premium: 1,813.00
Amount paid: 0.00
Premium transfer from other policy: 0.00
Balance due: 1,813.00
Billing Information:
Should named insured be billed for first year's premium: No
Should named insured be billed for renewals: No
If no, renewals will be billed to the name below:
Name: ASSOCIATED MORTGAGE CORPORATION ISAOA ATIMA
Should named insured be billed for endorsements: No
If no, endorsements will be billed to the name below:
Name: ASSOCIATED MORTGAGE CORPORATION ISAOA ATIMA

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY and LACY HURSH,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	No.: CJ-2025-2626
	§	
STATE FARM FIRE AND CASUALTY COMPANY, MARK D. WELTY, and MARK D. WELTY INSURANCE AGENCY, INC.,	§	
	§	
Defendants.	§	

PLAINTIFFS' RESPONSES TO DEFENDANT MARK WELTY'S FIRST INTERROGATORIES AND REQUESTS FOR PRODUCTION

Pursuant to the Oklahoma Discovery Code, and subject to the Preliminary Statements, Objections to Defendant's Instructions and Definitions, and Specific Objections stated below, Plaintiffs, Billy and Lacy Hursh, by and through their undersigned counsel, hereby submit the following responses and objections to Defendant Mark Welty's ("Defendant" or "Agent") First sets of Interrogatories and Requests for Production to Plaintiffs.

The failure of Plaintiffs to object on a particular ground to a specific Interrogatory or Request for Production should in no way be construed to be a waiver of Plaintiffs' rights to object on additional grounds to supplement his objections and answers at a later time after further investigation.

The following answers/responses are based upon facts and information known by Plaintiffs to the best of their recollection. Plaintiffs reserve the right to supplement, modify and/or amend these answers along with the objections set forth herein, in accordance with the Oklahoma Discovery Code. Plaintiffs assert the Preliminary Statements, Objections to

EXHIBIT 2

Instructions and Definitions, as well as the general and specific objections set forth below in order to preserve their objections. Without waiving any objections, Plaintiffs' counsel intends to communicate and cooperate in good faith with Defendant's counsel to address any issues or disputes concerning Plaintiffs' answers/responses and objections.

PRELIMINARY STATEMENT

Plaintiffs state that, after a reasonable search and inquiry, they have made a good faith effort to respond to these discovery requests based upon information presently available. Plaintiffs also reserve the right to amend these answers at any time additional information may become available in the future.

GENERAL OBJECTIONS

1. Each of the following answers and responses is made without waiving any objections Plaintiffs may have with respect to the subsequent use of these answers, responses or the documents referred to herein and Plaintiffs specially reserve (a) all questions as to the competency, privilege, relevancy, materiality, and admissibility of said answers, responses, or documents; (b) the right to object to the uses of said answers, responses, or documents; (c) the right to object to the uses of said answers, responses or documents in any lawsuit or proceeding on any or all of the foregoing grounds or on any other proper ground; (d) the right to object on any and all proper grounds, at any time, to other discovery procedures involving or related to said answers, responses or documents; and (e) the right, at any time, upon proper showing, to revise, correct or clarify any of the following answers or responses.

2. Plaintiffs object to any of Defendant's instructions, requests and /or definitions to the extent that they may misstate or seek to impose obligations or requirements greater than those imposed by the Oklahoma Discovery Code.

3. Plaintiffs object to Defendant's requests to the extent they seek or call for information which is protected from discovery and privileged by reason of (a) the attorney-client privilege, (b) the work product doctrine, (c) the trial preparation doctrine, or (d) any other applicable discovery rule or privilege. Further, Plaintiffs not waive privilege to any privileged document or information, or portion thereof, which may be inadvertently furnished or provided, it being the intent of Plaintiffs not to waive any privilege that might exist. Plaintiffs object to any request by the Defendant which purports to require the creation of documents that do not exist.

4. Any statement that a document or documents will be produced means that such documents will be produced only to the extent that they are not privileged, and if they do, in fact, exist.

PLAINTIFFS' ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1: If your answer to Request for Admission No. 1 is anything other than an unqualified admission, identify every date you viewed the website referenced in Paragraph 17 of your Petition and describe each statement you claim to have relied upon.

ANSWER: Plaintiffs object to this Interrogatory to the extent it seeks Plaintiffs to prematurely marshal all evidence or state a contention. Plaintiffs object as this Interrogatory calls for speculation. Plaintiffs further object to this Interrogatory as vague, overly broad, and unduly burdensome, and to the extent it seeks information protected under Attorney-Client Privilege, the Work Product Doctrine, and other discovery protections.

Subject to and without waiving any objections, including those asserted in Plaintiffs' Response to the subject Request for Admission, Plaintiffs refer Defendant to Plaintiffs' Response to Defendant Agent's Request for Admission No. 1, previously produced, in which Plaintiffs

state they lack sufficient knowledge or recollection to admit and therefore deny. Accordingly, Plaintiffs do not recall any such date or statement from Defendant's website.

INTERROGATORY NO. 2: If your response to Request for Admission No. 4 is anything other than an unqualified admission, describe in detail all facts on which you contend you were underinsured under the Policy, including when you first formed that belief, who you discussed it with, what coverages/limits you contend were insufficient, and identify all documents supporting your contention.

ANSWER: Plaintiffs object to this Interrogatory to the extent it seeks Plaintiffs to prematurely marshal all evidence or state a contention. Plaintiffs object as this Interrogatory calls for speculation. Plaintiffs further object to this Interrogatory as vague, overly broad, and unduly burdensome, and to the extent it seeks information protected under Attorney-Client Privilege, the Work Product Doctrine, and other discovery protections.

Subject to and without waiving any objections, including those asserted in Plaintiffs' Response to the subject Request for Admission, Plaintiffs refer Defendant to Plaintiffs' Response to Defendant Agent's Request for Admission No. 4, previously produced, in which Plaintiffs admit.

INTERROGATORY NO. 3: If your response to Request for Admission No. 5 is anything other than an unqualified admission, identify each person from Mark D. Welty Insurance Agency, Inc. who you claim told you the Property would be inspected at Policy inception; state the date, place, and exact words used; and identify all documents or communications reflecting or relating to that statement.

ANSWER: Plaintiffs object to this Interrogatory to the extent it seeks Plaintiffs to prematurely marshal all evidence or state a contention. Plaintiffs object as this Interrogatory calls

for speculation. Plaintiffs further object to this Interrogatory as vague, overly broad, and unduly burdensome.

Subject to and without waiving any objections, including those asserted in Plaintiffs' Response to the subject Request for Admission, Plaintiffs refer Defendant to Plaintiffs' Response to Defendant Agent's Request for Admission No. 5, previously produced, in which Plaintiffs set forth State Farm's underwriting guidelines and testimony from State Farm's corporate representatives Richard Hsiung and Kenneth Kwok (all produced alongside Plaintiffs' Responses to Agent's Requests for Admission) establish that State Farm captive agents are required to assess the condition of properties via personal inspection to ascertain whether the properties qualify for the requested coverage under State Farm's underwriting guidelines; Plaintiffs' Response further states Plaintiffs lack sufficient knowledge or recollection to admit whether Defendant Agent told them the Insured Property would be inspected at Policy inception and therefore deny. Accordingly, Plaintiffs do not recall the precise date, setting, or wording of, or individuals and documents involved in, any such statement, but recall being surprised to learn Agent procured, bound, sold, and renewed coverage without inspecting the home or otherwise verifying its condition.

INTERROGATORY NO. 4: If your response to Request for Admission No. 6 is anything other than an unqualified admission, identify each person from Mark D. Welty Insurance Agency, Inc. who you claim told you the Property would be inspected at Policy renewal; state the date, place, and exact words used; and identify all documents or communications reflecting or relating to that statement.

ANSWER: Plaintiffs object to this Interrogatory to the extent it seeks Plaintiffs to prematurely marshal all evidence or state a contention. Plaintiffs object as this Interrogatory calls

for speculation. Plaintiffs further object to this Interrogatory as vague, overly broad, and unduly burdensome, and to the extent it seeks information protected under Attorney-Client Privilege, the Work Product Doctrine, and other discovery protections.

Subject to and without waiving any objections, including those asserted in Plaintiffs' Response to the subject Request for Admission, Plaintiffs refer Defendant to Plaintiffs' Response to Defendant Agent's Request for Admission No. 6, previously produced, in which Plaintiffs state they lack sufficient knowledge or recollection to admit whether Defendant Agent told them the Insured Property would be inspected at Policy renewal and therefore deny. Accordingly, Plaintiffs do not recall the precise date, setting, or wording of, or individuals and documents involved in, any such statement, but recall being surprised to learn Agent procured, bound, sold, and renewed coverage without inspecting the home or otherwise verifying its condition.

INTERROGATORY NO. 5: If your response to Request for Admission No. 7 is anything other than an unqualified admission, describe all facts on which you contend Haag Engineering was involved in the handling of your Claims, identify each person with knowledge of such involvement, and identify all documents you contend evidence that involvement.

ANSWER: Plaintiffs object to this Interrogatory to the extent it seeks Plaintiffs to prematurely marshal all evidence or state a contention. Plaintiffs object as this Interrogatory calls for speculation. Plaintiffs further object to this Interrogatory as vague, overly broad, and unduly burdensome, and to the extent it seeks information protected under Attorney-Client Privilege, the Work Product Doctrine, and other discovery protections.

Subject to and without waiving any objections, including those asserted in Plaintiffs' Response to said Request for Admission, Plaintiffs refer Defendant to Plaintiffs' Response to Defendant Agent's Request for Admission No. 7, previously produced, in which Plaintiffs deny.

State Farm's claims-handling training includes training, materials, and standards from Haag Engineering and therefore Haag Engineering was necessarily involved in the handling of the Claims. Haag Education Co. Vice President Ryan Holdhusen confirmed Haag's involvement by way of executed Declaration; further information regarding Haag's involvement may be ascertained from State Farm's corporate representatives, including Jason Taylor.[1]

Additionally, documents produced by State Farm in the present case reveal that State Farm made Haag training on wind and hail claims mandatory for all State Farm claim handlers and managers (*see* HUR00021502; HUR00042843) and that State Farm adopted Haag's exclusionary definition of functional damage into its Roofing Guidelines without adding this exclusion into the policies sold by State Farm's captive agents, despite the fact that this definition is weaponized to materially alter coverage (*see* Ex. __, HURBIL000004641PROD).

INTERROGATORY NO. 6: If your response to Request for Admission No. 8 is anything other than an unqualified admission, describe in detail the firsthand, personal knowledge you claim to possess that Agent Welty participated in any "scheme" alleged in your Petition, including the dates, places, and content of any conduct you personally observed; identify all persons present; and identify all documents that evidence or refer to such firsthand knowledge.

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[1] Taylor has provided substantial testimony on the subject in prior cases, much of which may be found in the complete deposition transcripts entered without protection in the public domain. See Exhibits 3-5 to the Plaintiffs' Motion to Enforce Deposition of Susan Maynard, *Kyger v. State Farm*, CJ-22-3990 (Okla. County, May 9, 2022) (comprised of complete transcripts of Taylor's corporate representative depositions in *Kyger v. State Farm*, Oklahoma County CJ-22-3990 (Feb. 28, 2024), *Frazier v. State Farm*, Delaware County CJ-20-192 (Feb. 21, 2024), and *Barnett v. State Farm*, Grady County CJ-20-141 (Jan. 31, 2024).

ANSWER: Plaintiffs object to this Interrogatory to the extent it seeks Plaintiffs to prematurely marshal all evidence or state a contention. Plaintiffs object as this Interrogatory calls for speculation. Plaintiffs further object to this Interrogatory as vague, overly broad, and unduly burdensome, and to the extent it seeks information protected under Attorney-Client Privilege, the Work Product Doctrine, and other discovery protections.

Subject to and without waiving any objections, including those asserted in Plaintiffs' Response to the subject Request for Admission, Plaintiffs refer Defendant to Plaintiffs' Response to Defendant Agent's Request for Admission No. 8, previously produced, in which Plaintiffs deny.

Regarding Plaintiffs' firsthand knowledge of Agent's participation in the Scheme, Plaintiffs do not recall all specific details of each correspondence with Agent or Agent's staff and provide the following Answer with information to their best knowledge and recollection. Plaintiffs first contacted Agent to procure coverage in June 2020. Plaintiffs were first-time homeowners who had never purchased homeowners insurance coverage, and sought from Agent high-quality full replacement cost coverage at least sufficient to satisfy the insurance requirements of Plaintiffs' mortgage. Plaintiffs did so with the understanding that State Farm was a large, reputable insurance carrier Plaintiffs could rely upon to meet all Plaintiffs' insurance needs. Agent then procured, bound, and sold the Policy while representing the same would provide coverage sufficient to fully replace all wind- and hail-damaged components to Plaintiffs' home, including coverage sufficient to fully replace the roof in the event it is destroyed by wind and/or hail. The Policy insidiously purports to provide coverage sufficient to fully replace any storm-damaged component of the home without limitation for wind and hail damage beyond its loss-triggering clause—"accidental direct physical loss"—which does not define, limit, or exclude coverage for wind or hail damage. Agent

independently selected and calculated coverage values and policy limits and conveyed that the same were accurate, commensurate with current market reconstruction costs, and that the Policy would fully satisfy Plaintiffs' insurance needs.

The illusory nature of the Policy was demonstrated to Plaintiffs through State Farm's wrongful conduct in handling two claims for patent wind and hail damage to their home (the "Claims"), as the Policy failed to provide full replacement cost coverage for such damage. Regarding the Claims, Plaintiffs observed the following:

- On or about October 4, 2023, a significant wind- and hailstorm struck the Tulsa area, causing substantial wind and hail damage to Plaintiffs' home, including across the entirety of its roof, as well as to the gutters and exterior windows and walls. Plaintiffs timely reported the loss and submitted a claim (Claim No. 36-64D8-27T, the "2023 Claim") to State Farm to recover policy benefits, including coverage sufficient to fully replace all damaged components.

- State Farm deployed a third-party adjuster to jointly inspect the home on its behalf alongside a roofer retained by Plaintiffs. During the inspection, Plaintiffs' roofer identified substantial hail impacts across the roof, which he marked with chalk.

- Thereafter, on March 12, 2024, State Farm denied the 2023 Claim entirely, and, to this end, issued Plaintiffs documents asserting there was no hail damage to the roof and that all roof damage was written off as non-covered, pre-existing damage/defect/condition specifically "[g]ranule loss," "age and improper ventilation," "wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown," and/or construction defect.

- State Farm valued the loss at only $1,446.87, which was far below the Policy deductible and therefore resulted in no payment by State Farm. To reconcile the contradictory nature of these fraudulent findings with the substantial damage identified by Plaintiffs' roofer, State Farm asserted such chalk-marked damage were "not consistent with hail impacts," and that the roof was in "fair overall condition."

- As State Farm's Claim decision reflected findings that contradicted Plaintiffs' roofer, and as Plaintiffs learned the damage was so substantial that the roof required full replacement (which State Farm was required to cover), Plaintiffs disputed State Farm's denial. State Farm refused to reconsider.

- To make matters worse, on or about May 21, 2024, a second significant wind- and hailstorm damaged the home. Given State Farm refused to provide proper coverage on the 2023 Claim, Plaintiffs were concerned that submission of a subsequent claim would result in the same denial and that doing so would negatively impact their

claims history and, potentially, result in policy cancellation; as such, Plaintiffs sought Agent's assistance before pursuing a subsequent claim for the new damage. A member of Agent's staff fielded the concern and referred Plaintiffs to ROKE Roofing and Elliott Roofing to assess the damage, advising that these were the agency's preferred roofers and that their findings were trusted.

- Plaintiffs retained the roofers referred by Agent pursuant to Agent's instruction. Each found the roof had been totaled and required full replacement, and estimated the replacement costs for the wind/hail damage at an amount far higher than what State Farm had reported.

- Plaintiffs timely filed a claim for the damage caused by the 2024 storm (Claim No. 36-70R1-64Z, the "2024 Claim").

- State Farm deployed an adjuster to inspect the Insured Property pursuant to the 2024 Claim. While the adjuster acknowledged that the property had sustained storm damage, State Farm again came to the same improper claim decision as before, again contradicting the findings of every roofer to inspect Plaintiffs' roof.

- On July 29, 2024, State Farm finalized its wrongful decisions via letter to Plaintiffs simply asserting the degree of covered damage was below the policy deductible and therefore no payment would be issued. This final denial is directly contradicted by the findings of the roofers Agent referred, and as such contradicted Agent's instruction that led to Plaintiffs' retaining these roofers in the first place.

- To add insult to injury, Plaintiffs were forced to observe many of their immediate neighbors replace their roofs—assuredly due to hail damage from the same storms—all while State Farm maintained the assertion that, somehow, Plaintiffs' roof was spared entirely.

Moreover, Plaintiffs allege Agent's negligent acts and omissions reflective of the Scheme include, without limitation:

- marketing, selling, procuring, and binding replacement cost coverage without inspecting the Insured Property or otherwise verifying its condition;

- representing to Plaintiffs that the Insured Property qualified for replacement cost coverage despite State Farm's asserting it did not pursuant to its Claims denials and Policy cancellation;

- failing to disclose to Plaintiffs State Farm's internal and narrow definitions and claims-handling tactics involving the reduction of coverage, including its internal definitions, limitations, and protocol for what it considers covered hail damage that are absent from the Policy, as well as what it writes off as non-covered, pre-existing damage/defect such as "wear and tear," "granular loss," and "functional damage," all of which would operate to negate Plaintiffs' replacement cost coverage and

therefore constitute material alterations of the Policy's terms;

- failing to identify and disclose any conditions of the Insured Property that would negate Plaintiffs' replacement cost coverage; and

- enabling State Farm to deny and/or underpay Plaintiffs' Claims—including by scoping the losses below the deductible—by concealing all such material information about the Scheme and State Farm's claims-handling and bad faith tactics at all times.

As a result of Agent's conduct, and in direct contrast with Agent's representations, Plaintiffs purchased an illusory Policy that failed to provide full replacement cost coverage as requested and represented; accordingly, Plaintiffs were deprived of all monies due and owed to them, which forced Plaintiffs to incur substantial out-of-pocket expenses via a loan in the amount of $30,550 to provide the full roof replacement their home desperately needed. All of this is the direct and intended goal of the Scheme.

Plaintiffs direct Defendant to the detailed allegations contained in the Petition and the business records already in Defendants' possessions for additional information responsive to this Interrogatory. Plaintiffs reserve the right to supplement this Answer as necessary.

INTERROGATORY NO. 7: Identify the date, time, location, method of communication, Person contacted, and exact content of each communication in which you contend you "expressly and/or inherently disclosed concerns and insurance needs to Agent," as alleged in Paragraph 25(b) of your Petition.

ANSWER: Plaintiffs object to this Interrogatory to the extent it seeks Plaintiffs to prematurely marshal all evidence or state a contention. Plaintiffs object as this Interrogatory calls for speculation. Plaintiffs further object to this Interrogatory as vague, overly broad, and unduly burdensome, and to the extent it seeks information protected under Attorney-Client Privilege, the Work Product Doctrine, and other discovery protections.

Subject to and without waiving any objections, Plaintiffs do not recall all specific details of each correspondence with Agent or Agent's staff and provide the following Answer with information to their best knowledge and recollection. Plaintiffs first contacted Agent to procure coverage in June 2020. Plaintiffs were first-time homeowners who had never purchased homeowners insurance coverage, and sought from Agent high-quality full replacement cost coverage at least sufficient to satisfy the insurance requirements of Plaintiffs' mortgage. Plaintiffs did so with the understanding that State Farm was a large, reputable insurance carrier Plaintiffs could rely upon to meet all Plaintiffs' insurance needs. Agent then procured, bound, and sold the Policy while representing the same would provide coverage sufficient to fully replace all wind- and hail-damaged components to Plaintiffs' home, including coverage sufficient to fully replace the roof in the event it is destroyed by wind and/or hail. The Policy insidiously purports to provide coverage sufficient to fully replace any storm-damaged component of the home without limitation for wind and hail damage beyond its loss-triggering clause—"accidental direct physical loss"—which does not define, limit, or exclude coverage for wind or hail damage. Agent independently selected and calculated coverage values and policy limits and conveyed that the same were accurate, commensurate with current market reconstruction costs, and that the Policy would fully satisfy Plaintiffs' insurance needs.

Plaintiffs direct Defendant to the detailed allegations contained in the Petition and the business records already in Defendants' possessions for additional information responsive to this Interrogatory. Plaintiffs reserve the right to supplement this Answer as necessary.

INTERROGATORY NO. 8: Identify the factual basis and any evidence to support your allegation that the "coverage deviat[ed] substantially and materially from that which Plaintiff requested" as alleged in Paragraph 63(a)(ii) of Plaintiff's Petition.

ANSWER: Plaintiffs object to this Interrogatory to the extent it seeks Plaintiffs to prematurely marshal all evidence or state a contention. Plaintiffs object as this Interrogatory calls for speculation. Plaintiffs further object to this Interrogatory as vague, overly broad, and unduly burdensome, and to the extent it seeks information protected under Attorney-Client Privilege, the Work Product Doctrine, and other discovery protections.

Subject to and without waiving any objections, Plaintiffs do not recall all specific details of each correspondence with Agent or Agent's staff and provide the following Answer with information to their best knowledge and recollection. Plaintiffs first contacted Agent to procure coverage in June 2020. Plaintiffs were first-time homeowners who had never purchased homeowners insurance coverage, and sought from Agent high-quality full replacement cost coverage at least sufficient to satisfy the insurance requirements of Plaintiffs' mortgage. Plaintiffs did so with the understanding that State Farm was a large, reputable insurance carrier Plaintiffs could rely upon to meet all Plaintiffs' insurance needs. Agent then procured, bound, and sold the Policy while representing the same would provide coverage sufficient to fully replace all wind- and hail-damaged components to Plaintiffs' home, including coverage sufficient to fully replace the roof in the event it is destroyed by wind and/or hail. The Policy insidiously purports to provide coverage sufficient to fully replace any storm-damaged component of the home without limitation for wind and hail damage beyond its loss-triggering clause—"accidental direct physical loss"—which does not define, limit, or exclude coverage for wind or hail damage. Agent independently selected and calculated coverage values and policy limits and conveyed that the same were accurate, commensurate with current market reconstruction costs, and that the Policy would fully satisfy Plaintiffs' insurance needs.

The illusory nature of the Policy was demonstrated to Plaintiffs through State Farm's wrongful conduct in handling two claims for patent wind and hail damage to their home (the "Claims"), as the Policy failed to provide full replacement cost coverage for such damage. Regarding the Claims, Plaintiffs observed the following:

- On or about October 4, 2023, a significant wind- and hailstorm struck the Tulsa area, causing substantial wind and hail damage to Plaintiffs' home, including across the entirety of its roof, as well as to the gutters and exterior windows and walls. Plaintiffs timely reported the loss and submitted a claim (Claim No. 36-64D8-27T, the "2023 Claim") to State Farm to recover policy benefits, including coverage sufficient to fully replace all damaged components.

- State Farm deployed a third-party adjuster to jointly inspect the home on its behalf alongside a roofer retained by Plaintiffs. During the inspection, Plaintiffs' roofer identified substantial hail impacts across the roof, which he marked with chalk.

- Thereafter, on March 12, 2024, State Farm denied the 2023 Claim entirely, and, to this end, issued Plaintiffs documents asserting there was no hail damage to the roof and that all roof damage was written off as non-covered, pre-existing damage/defect/condition specifically "[g]ranule loss," "age and improper ventilation," "wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown," and/or construction defect.

- State Farm valued the loss at only $1,446.87, which was far below the Policy deductible and therefore resulted in no payment by State Farm. To reconcile the contradictory nature of these fraudulent findings with the substantial damage identified by Plaintiffs' roofer, State Farm asserted such chalk-marked damage were "not consistent with hail impacts," and that the roof was in "fair overall condition."

- As State Farm's Claim decision reflected findings that contradicted Plaintiffs' roofer, and as Plaintiffs learned the damage was so substantial that the roof required full replacement (which State Farm was required to cover), Plaintiffs disputed State Farm's denial. State Farm refused to reconsider.

- To make matters worse, on or about May 21, 2024, a second significant wind- and hailstorm damaged the home. Given State Farm refused to provide proper coverage on the 2023 Claim, Plaintiffs were concerned that submission of a subsequent claim would result in the same denial and that doing so would negatively impact their claims history and, potentially, result in policy cancellation; as such, Plaintiffs sought Agent's assistance before pursuing a subsequent claim for the new damage. A member of Agent's staff fielded the concern and referred Plaintiffs to ROKE Roofing and Elliott Roofing to assess the damage, advising that these were the agency's preferred roofers and that their findings were trusted.

- Plaintiffs retained the roofers referred by Agent pursuant to Agent's instruction. Each found the roof had been totaled and required full replacement, and estimated the replacement costs for the wind/hail damage at an amount far higher than what State Farm had reported.

- Plaintiffs timely filed a claim for the damage caused by the 2024 storm (Claim No. 36-70R1-64Z, the "2024 Claim").

- State Farm deployed an adjuster to inspect the Insured Property pursuant to the 2024 Claim. While the adjuster acknowledged that the property had sustained storm damage, State Farm again came to the same improper claim decision as before, again contradicting the findings of every roofer to inspect Plaintiffs' roof.

- On July 29, 2024, State Farm finalized its wrongful decisions via letter to Plaintiffs simply asserting the degree of covered damage was below the policy deductible and therefore no payment would be issued. This final denial is directly contradicted by the findings of the roofers Agent referred, and as such contradicted Agent's instruction that led to Plaintiffs' retaining these roofers in the first place.

- To add insult to injury, Plaintiffs were forced to observe many of their immediate neighbors replace their roofs—assuredly due to hail damage from the same storms—all while State Farm maintained the assertion that, somehow, Plaintiffs' roof was spared entirely.

Full replacement cost coverage, as Plaintiffs requested and Agent represented, includes coverage sufficient to pay for direct replacement of all storm-caused wind/hail-damage to the home and associated repairs. Here, this amount (and therefore the amount State Farm owed, less the deductible) is reflected in the assessed full replacement costs of all identified damages and all associated repairs contained in the estimates and/or invoices of Plaintiffs' roofers, which break down as follows:

- ROKE –$18,811.11 for damage to the roof and approximately $850.73 for gutter screens;

- R. Turley Roofing – $19,200.00 for damage to the roof;

- Elliott Roofing – between $22,982.78 and $26,521.08 (before taxes) for roof damage, depending on the quality of materials used, and $3,712.26 (before taxes) for damage to gutters and downspouts;

- Diamond Gutter Company – $468.00 for cleaning out gutters; and

- Platinum Construction – $22,590.00 for damage to the roof.

Taking these figures together, the total replacement costs for identified wind/hail damage to the home's roof, gutters,[2] and downspouts at the time of each estimate was **between approximately $22,991 and $31,655**—amounts far exceeding what State Farm reported and which demonstrate the fraudulent nature of its denials. Plaintiffs note these figures do not account for increased repair/replacement costs since the date of each estimate/invoice or for the replacement costs of any additional wind/hail damage not included in the foregoing estimates, including any damage that may have accrued as a result of unrepaired damage.

Moreover, Plaintiffs allege Agent sold them the illusory Policy despite knowing or having reason to know State Farm:

- engages in a pattern and practice of denial-oriented investigations and claims-handling practices;
- handles claims arbitrarily and capriciously;
- denies and/or underpays indemnity payments owed to its first-party insureds on valid hail claims, including Plaintiffs;
- withholds pertinent benefits, coverages, and other provisions due to Plaintiffs under the terms and conditions of the Policy in violation of the Unfair Claims Settlement Practices Act;
- manipulates claims to ensure damages fall below the policy deductible;
- ignores valid wind and hail damage;
- knowingly and purposely fails to maintain current information as to the condition of the Insured Property prior to the loss;
- fails to notify insureds like Plaintiffs, both prior to and at the inception and renewal of the Policy, of any purported pre-existing damage and other conditions that, if a claim were made, would limit coverage;

[2] These combined costs include the costs of gutter/downspout replacement estimated by Elliott Roofing and gutter cleanout estimated by Diamond Gutter Company, but not the cost to replace gutter screens estimated by ROKE as duplicative.

- fails to perform proper, timely, fair, and objective investigations of roof claims;
- fails to pay the full and fair amount for the hail damage sustained;
- fails to base its denials on a valid, accurate, and reasonable ground;
- fails to disclose the Scheme weaponized to preclude claim payments to insureds like Plaintiffs; and
- fails to disclose State Farm's lack of compliance with its own underwriting guidelines, policies, and procedures. This conduct constitutes bad faith and material breach of the terms and conditions of the Policy and its underlying insurance contract, and Plaintiffs' harms caused thereby would not have occurred but for Agent's misrepresentations and omissions.

Plaintiffs allege Agent's negligent acts and omissions reflective of the Scheme include, without limitation:

- marketing, selling, procuring, and binding replacement cost coverage without inspecting the Insured Property or otherwise verifying its condition;
- representing to Plaintiffs that the Insured Property qualified for replacement cost coverage despite State Farm's asserting it did not pursuant to its Claims denials and Policy cancellation;
- failing to disclose to Plaintiffs State Farm's internal and narrow definitions and claims-handling tactics involving the reduction of coverage, including its internal definitions, limitations, and protocol for what it considers covered hail damage that are absent from the Policy, as well as what it writes off as non-covered, pre-existing damage/defect such as "wear and tear," "granular loss," and "functional damage," all of which would operate to negate Plaintiffs' replacement cost coverage and therefore constitute material alterations of the Policy's terms;
- failing to identify and disclose any conditions of the Insured Property that would negate Plaintiffs' replacement cost coverage; and
- enabling State Farm to deny and/or underpay Plaintiffs' Claims—including by scoping the losses below the deductible—by concealing all such material information about the Scheme and State Farm's claims-handling and bad faith tactics at all times.

As a result of Agent's conduct, and in direct contrast with Agent's representations, Plaintiffs purchased an illusory Policy that failed to provide full replacement cost coverage as requested and represented; accordingly, Plaintiffs were deprived of all monies due and owed to them, which

forced Plaintiffs to incur substantial out-of-pocket expenses via a loan in the amount of $30,550 to provide the full roof replacement their home desperately needed. All of this is the direct and intended goal of the Scheme.

Plaintiffs direct Defendant to the detailed allegations contained in the Petition and the business records already in Defendants' possessions for additional information responsive to this Interrogatory. Plaintiffs reserve the right to supplement this Answer as necessary.

INTERROGATORY NO. 9: Identify the factual basis for your allegation that Mark Welty issued "a Policy that did not accurately reflect the replacement cost of the Insured Property" as alleged in Paragraph 63 of Plaintiff's Petition.

ANSWER: See objections and responsive information contained and referenced in Plaintiffs' Answer to Interrogatory No. 8 herein, which fully responds to this Interrogatory.

INTERROGATORY NO. 10: Identify the amount of coverage you allege would "accurately reflect the replacement cost of the Insured Property" as referenced and alleged in your Petition.

ANSWER: Plaintiffs object to this Interrogatory to the extent it calls for a legal conclusion which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiffs' consultants which are not discoverable pursuant to Oklahoma's Discovery Code. Plaintiffs object to this Interrogatory as premature, unduly burdensome, disproportionate to the needs of the case, not reasonably calculated to lead to the discovery of admissible evidence and seeks to impose a burden upon Plaintiffs that exceeds what is permitted under Oklahoma law. Plaintiffs respond with information regarding ascertained costs of damage caused by the subject loss based on the available documents in Plaintiffs' possession.

Subject to and without waiving any objections, Plaintiffs state the amount of coverage accurately reflecting the replacement costs owed to Plaintiffs on the Claims is an amount sufficient to pay for direct replacement of all storm-caused wind/hail-damage to the home and associated repairs. Here, this amount is reflected in the assessed full replacement costs of all identified damages and all associated repairs contained in the estimates and/or invoices of Plaintiffs' roofers, which break down as follows:

- ROKE –$18,811.11 for damage to the roof and approximately $850.73 for gutter screens;
- R. Turley Roofing – $19,200.00 for damage to the roof;
- Elliott Roofing – between $22,982.78 and $26,521.08 (before taxes) for roof damage, depending on the quality of materials used, and $3,712.26 (before taxes) for damage to gutters and downspouts;
- Diamond Gutter Company – $468.00 for cleaning out gutters; and
- Platinum Construction – $22,590.00 for damage to the roof.

Taking these figures together, the total replacement costs for identified wind/hail damage to the home's roof, gutters, and downspouts at the time of each estimate was **between approximately $22,991 and $31,655**—amounts far exceeding what State Farm reported and which demonstrate the fraudulent nature of its denials. Plaintiffs note these figures do not account for increased repair/replacement costs since the date of each estimate/invoice or for the replacement costs of any additional wind/hail damage not included in the foregoing estimates, including any damage that may have accrued as a result of unrepaired damage.

For additional responsive information, Plaintiffs direct Defendant to Plaintiffs' Answer to Interrogatory No. 8 herein and to the detailed allegations contained in the Petition. Plaintiffs reserve the right to supplement this Answer as necessary.

INTERROGATORY NO. 11: Identify the time, place and content of the alleged false representations of Mark Welty and/or his agency. This request seeks the Plaintiff provide the details related to the alleged misrepresentations, including that "the Insured Property met all underwriting requirements, that all property inspections had occurred, and that the replacement cost values it calculated were accurate and commensurate with reconstruction costs such that the coverage would fully restore, replace and/or repair the Insured Property (including its roof) in the event of a loss by a covered event" as alleged in Paragraph 73(a) of Plaintiff's Petition.

ANSWER: See objections and responsive information contained and referenced in Plaintiffs' Answer to Interrogatory No. 8 herein, which fully responds to this Interrogatory.

INTERROGATORY NO. 12: Identify in detail all "material information" that Mark Welty allegedly failed to disclose to Plaintiff that "any insured would deem reasonable in making a purchasing decision" as alleged in paragraph 73 of Plaintiff's Petition.

ANSWER: See objections and responsive information contained and referenced in Plaintiffs' Answer to Interrogatory No. 8 herein, which fully responds to this Interrogatory

INTERROGATORY NO. 13: Identify all Communications, including date, time and content, you have had with Mark Welty or any person who you believe is an employee, agent and/or staff of Mark Welty relating to the Claim.

ANSWER: See objections and responsive information contained and referenced in Plaintiffs' Answer to Interrogatory No. 8 herein, which fully responds to this Interrogatory.

INTERROGATORY NO. 14: Identify all witnesses to any alleged misrepresentation made by Mark Welty or his agency, including each witness's full name, address, phone number, and the substance of their knowledge.

ANSWER: Plaintiffs object as this Interrogatory is overbroad, unduly burdensome, vague, confusing, ambiguous, calls for speculation, seeks legal conclusions, seeks discovery of information beyond what is required under Oklahoma law, seeks information which is equally or more accessible to Defendant, seeks information already in Defendant's possession, and seeks information which is neither relevant to any claim or defense nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object as this Interrogatory improperly requests that Plaintiffs marshal all available evidence and identify all possible witnesses. Plaintiffs object to this Interrogatory as premature as it seeks information to be exchanged via final witness list pursuant to the Court's Scheduling Order.

Subject to and without waiving any objections, persons Plaintiffs presently believe to have witnessed Agent's misrepresentations include, but are not necessarily limited to, Plaintiffs (c/o Plaintiffs' counsel), Defendants (c/o Defendants' counsel), Defendant State Farm personnel and representatives with knowledge of State Farm's agent training and State Farm's pattern and practice of bad faith claims-handling tactics pursuant to the Wind/Hail Focus Initiative and Scheme (c/o Defendants' counsel), Mark D. Welty Insurance Agency, Inc. personnel and representatives (c/o Defendants' counsel), other State Farm captive agents and their personnel and representatives with knowledge of State Farm's pattern and practice of bad faith claims-handling tactics pursuant to the Wind/Hail Focus Initiative and Scheme, and any State Farm insured who has submitted a complaint to or about Defendant Agent related to the wrongful denial of wind/hail roof claims.

INTERROGATORY NO. 15: Specifically describe the damages you contend you have suffered as a result of Mark Welty's alleged conduct by: (a) type of damages; (b) amount of damages; and (c) methodology you utilized in calculating such damages.

ANSWER: Plaintiffs object to this Interrogatory to the extent it is a premature contention interrogatory that seeks to require Plaintiffs to provide a comprehensive and final itemization of all claimed property damage before the completion of discovery. Plaintiffs' investigation into the full scope of damage to the Insured Property is ongoing, and additional damage continues to accrue as a result of Defendant State Farm's unreasonable failure to pay for required repairs. Plaintiffs further object to the extent this Interrogatory is compound, seeking multiple categories of information. This Interrogatory is premature as discovery in this case is ongoing and Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery, to supplement and/or revise this response. Moreover, this Interrogatory is overly broad and unduly burdensome on its face because it purports to demand identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Interrogatory may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiffs' consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. Plaintiffs further object to this Interrogatory in that it requires Plaintiffs to marshal all their evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiffs' counsel, which is impermissible.

Plaintiffs further object as the measure of damages in bad faith are: (1) the loss payable under the policy together with (2) those other items of recovery that are consistent with harm flowing from the insurer's bad-faith breach of its implied-in-law duty of good faith and fair dealing, which may necessarily include: (a) financial losses; (b) embarrassment and loss of reputation; (c) mental pain and suffering; and (d) punitive damages.

Subject to and without waiving the general and specific objections stated above, Plaintiffs state that the measure of their damages includes (but is not necessarily limited to):

> (1) Damages owed under the insurance policy for full replacement cost coverage for all damage caused by wind/hail. *See Mid–America Corp. v. Roach*, 1966 OK 32, ¶ 8, 412 P.2d 188, 191. This includes the coverage benefits and other Policy benefits owed for the wind and hail damage to Plaintiffs' home, including the estimated replacement costs generated by Plaintiffs' contractors for identified wind/hail damage to the home's roof, gutters, and downspouts ranging **between approximately $22,991 and $31,655**, increased repair/replacement costs since the date of each estimate/invoice, and for the replacement costs of any additional wind/hail damage not included in such estimates, including any damage that may have accrued as a result of unrepaired damage;
>
> (2) reimbursement of premiums paid for the illusory coverage, a full accounting of which is in Defendants' custody and control;
>
> (3) bad faith damages, including financial losses, embarrassment and loss of reputation, and mental pain and suffering, which are general in nature and therefore unliquidated and to be determined by the trier of fact; and
>
> (4) punitive damages, pre- and post-judgment interest, costs, and attorneys' fees as allowed under Oklahoma law.

Regarding methodology: Plaintiffs will rely upon expert testimony, contractor estimates, and the terms of the Policy to establish the full amount of damages at trial; the costs herein are approximate and likely increase over time as a result of Defendant State Farm's failure to provide coverage sufficient to effectuate the required repairs.

For further information, Plaintiffs refer Defendant to the detailed allegations contained in the Petition, documents produced herewith, and documents already in Defendant's custody and control.

INTERROGATORY NO. 16: Please identify each and every act or omission of Mark Welty and/or his agency which you claim warrants punitive damages.

ANSWER: See objections and responsive information contained and referenced in Plaintiffs' Answers to Interrogatory Nos. 8, 13, & 15 herein, which fully respond to this Interrogatory, as well as the detailed allegations contained in the Petition.

INTERROGATORY NO. 17: Please state the name and address of all Persons from whom you or your attorney has obtained a statement, including any recording, relating to the claims and allegations contained in your Petition.

ANSWER: Plaintiff objects to this Discovery Request to the extent its use of the terms "obtained" and "statement" is vague and ambiguous; Plaintiffs interpret this Interrogatory as seeking identification of individuals who have executed a written or recorded statement supporting Plaintiffs' allegations/claims in furtherance of the present litigation, and respond accordingly while reserving all available objections.

Subject to the general and specific objections stated above, Plaintiffs are unaware of any information responsive to this Interrogatory.

INTERROGATORY NO. 18: Identify the condition that would have allegedly excluded the Property from full replacement cost coverage as alleged in paragraph 26 of Plaintiff's Petition.

ANSWER: Plaintiffs object to this Interrogatory because it requires Plaintiffs to marshal all available proof or the proof Plaintiffs intend to offer at trial. Plaintiffs object to the improper contention Interrogatory. Plaintiffs object on the grounds that this Interrogatory seeks information already in possession of the propounding party. Plaintiffs object to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiffs object to the extent the Interrogatory requires disclosure of expert witnesses prior to requirements set forth by Oklahoma's Discovery Code and this Court's rules.

Subject to and without waiving any of the foregoing objections, Plaintiffs refer Defendant to Plaintiffs' Answer to Interrogatory No. 8 herein and the detailed allegations contained in the Petition for information responsive to this Interrogatory.

By way of further responding, Agent never inspected or arranged for an inspection of the Insured Property at Policy inception or upon any subsequent renewal, and therefore never determined whether any condition existed that would have affected the Insured Property's eligibility for full replacement cost coverage. State Farm's own underwriting guidelines require captive agents to visually inspect the property to assess its condition, including the roof, and to not write the risk or depreciate coverage if the property has pre-existing damage, deterioration, or wear and tear. Agent failed to perform or arrange for any such inspection, or otherwise verify the Insured Property's condition/qualification for State Farm full replacement cost coverage pursuant to State Farm's underwriting requirements. Had Agent satisfied his obligations, Agent would have identified and any coverage-precluding conditions and would be obligated to disclose them to Plaintiffs and State Farm, as well as explain the impact any such condition would have on Plaintiffs' coverage and either cancel or rewrite the Policy accordingly. Agent's failure to inspect or otherwise verify the property's condition and disclose any coverage-precluding defects is among the wrongful conduct alleged.

On March 12, 2024, State Farm denied the 2023 Claim entirely and issued Plaintiffs documents asserting there was no hail damage to the roof, and that all roof damage was "not consistent with hail impacts." Rather, State Farm wrote all such damage off as non-covered, pre-existing damage/defect/condition, specifically "[g]ranule loss," "age and improper ventilation," "wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown," and/or construction defect. State Farm seemingly doubled down on these excuses when it denied the 2024 Claim after additional wind/hail damaged the roof. These excuses constitute representations that the Insured Property does not qualify for full replacement cost coverage in compliance with State Farm's underwriting requirements, which directly contradicts

Agent's coverage representations and the supposed "replacement cost" nature of the Policy Agent wrote, bound, sold, and renewed.

Agent never advised Plaintiffs of any such conditions or that such conditions needed to be addressed and resolved prior to claim submission to comply with State Farm's underwriting guidelines and qualify for 100% full replacement cost coverage. Instead, Agent's underwriting failures and failure to disclose the replacement cost coverage-negating nature of such conditions enabled State Farm to ambush Plaintiffs with a denial based on pre-existing damage in accordance with State farm's Scheme.

Plaintiffs do not personally possess or have access to Defendant's business records and refers Defendant to the agent file and all other documents already in Defendant's possession, custody, or control.

PLAINTIFFS' RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1: Produce each Document identified, used, or referenced in any answer to any of the Requests for Admission or Interrogatories above.

RESPONSE: Plaintiffs object to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. Plaintiffs object to this Request in that it requires Plaintiffs to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiffs' counsel which is impermissible. Plaintiffs object to this Request as it potentially seeks documents protected by the attorney client privilege and/or the attorney work-product doctrine. Additionally, this Request is overbroad, unduly burdensome, ambiguous, and vague, seeks information not relevant to any claim or defense of any party in this action, is disproportionate

to the needs of the case, and is not reasonably calculated to lead to the discovery of admissible evidence, is premature as discovery in this case is ongoing and Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response, and fails to describe with reasonable particularity each item or category of items to be produced as required by the Oklahoma Discovery Code. Plaintiffs interpret this Request seeking "each Document" as seeking those non-privileged documents and that information that Plaintiffs are able to locate from reasonably accessible sources using reasonable diligence and judgment and without incurring undue burden and expense.

Subject to and without waiving the general and specific objections stated above, see the documents produced herewith; for specific identification of documents, Plaintiffs refer Defendant to the documents referenced in Plaintiffs' Responses to Defendant's Requests for Admission, Plaintiffs' Answers to Interrogatories, and Plaintiffs' corresponding Index. Plaintiffs reserve the right to supplement this Response as necessary.

REQUEST FOR PRODUCTION NO. 2: Produce all Documents related your Communications, written or recorded, with Mark D. Welty and/or any person from his agency.

RESPONSE: Plaintiff objects to this Request to the extent that it potentially seeks documents protected by the attorney client privilege and/or the attorney work-product doctrine. Additionally, this Request is overbroad, unduly burdensome, ambiguous, and vague, seeks information neither relevant to any claim or defense of any party in this action, nor reasonably calculated to lead to the discovery of admissible evidence, is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this

response, and fails to describe with reasonable particularity each item or category of items to be produced as required by the Oklahoma Discovery Code. Plaintiff will interpret this Request seeking "all Documents related [to Plaintiffs'] Communications" as seeking those non-privileged documents and that information that Plaintiff is able to locate from reasonably accessible sources using reasonable diligence and judgment and without incurring undue burden and expense. Plaintiff objects to this Request in that is unduly burdensome and oppressive to the extent it seeks information or documents created by Defendant and/or on Defendant's behalf, and/or are already in Defendant's possession, custody, or control, or may be obtained by Defendant from another source in a more convenient, less burdensome or less expensive fashion.

Subject to the general and specific objections stated above, see the Policy Renewal Declarations, documents from ROKE Roofing and Elliott Roofing, and Text Message from Agent to Plaintiffs produced herewith. Plaintiffs further refer Defendant to the documents and other materials relating communications contained in Defendants' own business records and Defendants' document production.

REQUEST FOR PRODUCTION NO. 3: Produce copies of any statements, written or recorded, regarding Mark D. Welty and/or his agency. This request is not seeking documents that would be protected by the attorney-client privilege and/or the work product doctrine.

RESPONSE: Plaintiffs object as this Request seeks materials already in the possession of Defendant and/or in the possession of Defendant State Farm. Plaintiffs object to this Request's use of "statements" as vague, ambiguous, and confusing; Plaintiffs interpret this Request as seeking production of any written or recorded statement made for the purpose of supporting Plaintiffs' claims against Defendant in the course of litigation and respond accordingly.

Subject to and without waiving any objections, Plaintiffs are unaware of any such documents in Plaintiffs' possession.

REQUEST FOR PRODUCTION NO. 4: Produce all Documents you received at any time from Mark D. Welty and/or his agency.

RESPONSE: Plaintiff objects on the grounds that this Request seeks information already in possession of the propounding party. Plaintiff objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff objects as this Request is, on its face, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving any objections, see Policy Renewal Declarations and Text Message from Agent to Plaintiffs produced herewith. Plaintiffs further refer Defendant to the documents and other materials relating communications contained in Defendants' own business records and Defendants' document production.

REQUEST FOR PRODUCTION NO. 5: Produce any notes, including journal entries, emails, texts, calendar entries or recordings, in relation to Mark D. Welty and/or his agency. This request is not seeking documents that would be protected by the attorney-client privilege and/or the work product doctrine.

RESPONSE: Plaintiff objects on the grounds that this Request seeks information already in possession of the propounding party. Plaintiff objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff objects as this Request is, on its face, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving any objections, see Policy Renewal Declarations and Text Message from Agent to Plaintiffs produced herewith. Plaintiffs further refer Defendant to the documents and other materials relating communications contained in Defendants' own business records and Defendants' document production.

REQUEST FOR PRODUCTION NO. 6: Produce copies of all your Communications, written or recorded, with State Farm related to Mark D. Welty and/or his agency. This request is not seeking documents that would be protected by the attorney-client privilege and/or the work product doctrine.

RESPONSE: Plaintiff objects on the grounds that this Request seeks information already in possession of the propounding party. Plaintiff objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff objects as this Request is, on its face, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving any objections, see Text Message from Agent to Plaintiffs produced herewith. Plaintiffs further refer Defendant to the documents and other materials relating communications contained in Defendants' own business records and Defendants' document production.

REQUEST FOR PRODUCTION NO. 7: Produce copies of all Communications, written or recorded, with any Person regarding Mark D. Welty and/or his agency. This request is not seeking documents that would be protected by the attorney-client privilege and/or the work product doctrine.

RESPONSE: Plaintiff objects on the grounds that this Request seeks information already in possession of the propounding party. Plaintiff objects to this Request to the extent it

seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff objects as this Request is, on its face, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving any objections, see Text Message from Agent to Plaintiffs produced herewith. Plaintiffs recall having communicated with State Farm through its mobile app, but Plaintiffs no longer have access to these communications. Plaintiffs further refer Defendant to the documents and other materials relating communications contained in Defendants' own business records and Defendants' document production.

REQUEST FOR PRODUCTION NO. 8: Produce all Documents related to your claim of Negligent Procurement of Insurance against Mark D. Welty and/or his agency.

RESPONSE: Plaintiffs object to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. Plaintiffs object to this Request in that it requires Plaintiffs to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiffs' counsel which is impermissible. Plaintiffs object to this Request as it potentially seeks documents protected by the attorney client privilege and/or the attorney work-product doctrine. Additionally, this Request is overbroad, unduly burdensome, ambiguous, vague, disproportionate to the needs of the case, not reasonably calculated to lead to the discovery of admissible evidence, and premature as discovery in this case is ongoing and Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response, and fails to describe with reasonable particularity each item or category of items to be produced as required by the

Oklahoma Discovery Code. Plaintiffs interpret this Request seeking "all Documents" as seeking those non-privileged documents and that information that Plaintiffs are able to locate from reasonably accessible sources using reasonable diligence and judgment and without incurring undue burden and expense.

Subject to and without waiving the general and specific objections stated above, see the documents produced herewith; for specific identification of documents, Plaintiffs refer Defendant to the documents referenced in Plaintiffs' Responses to Defendant's Requests for Admission, Plaintiffs' Answers to Interrogatories, and Plaintiffs' corresponding Index. Plaintiffs reserve the right to supplement this Response as necessary.

REQUEST FOR PRODUCTION NO. 9: Produce all Documents related to your claim of Constructive Fraud and Negligent Misrepresentation against Mark D. Welty and/or his agency.

RESPONSE: Plaintiffs object to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. Plaintiffs object to this Request in that it requires Plaintiffs to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiffs' counsel which is impermissible. Plaintiffs object to this Request as it potentially seeks documents protected by the attorney client privilege and/or the attorney work-product doctrine. Additionally, this Request is overbroad, unduly burdensome, ambiguous, vague, disproportionate to the needs of the case, not reasonably calculated to lead to the discovery of admissible evidence, and premature as discovery in this case is ongoing and Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response, and fails to describe

with reasonable particularity each item or category of items to be produced as required by the Oklahoma Discovery Code. Plaintiffs interpret this Request seeking "all Documents" as seeking those non-privileged documents and that information that Plaintiffs are able to locate from reasonably accessible sources using reasonable diligence and judgment and without incurring undue burden and expense.

Subject to and without waiving the general and specific objections stated above, see the documents produced herewith; for specific identification of documents, Plaintiffs refer Defendant to the documents referenced in Plaintiffs' Responses to Defendant's Requests for Admission, Plaintiffs' Answers to Interrogatories, and Plaintiffs' corresponding Index. Plaintiffs reserve the right to supplement this Response as necessary.

REQUEST FOR PRODUCTION NO. 10: Produce all Documents related to your claim that Mark D. Welty and/or his agency made misrepresentations to Plaintiff.

RESPONSE: Plaintiffs object to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. Plaintiffs object to this Request in that it requires Plaintiffs to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiffs' counsel which is impermissible. Plaintiffs object to this Request as it potentially seeks documents protected by the attorney client privilege and/or the attorney work-product doctrine. Additionally, this Request is overbroad, unduly burdensome, ambiguous, vague, disproportionate to the needs of the case, not reasonably calculated to lead to the discovery of admissible evidence, and premature as discovery in this case is ongoing and Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery

in the course of proceedings, to supplement and/or revise this response, and fails to describe with reasonable particularity each item or category of items to be produced as required by the Oklahoma Discovery Code. Plaintiffs interpret this Request seeking "all Documents" as seeking those non-privileged documents and that information that Plaintiffs are able to locate from reasonably accessible sources using reasonable diligence and judgment and without incurring undue burden and expense.

Subject to and without waiving the general and specific objections stated above, see the documents produced herewith; for specific identification of documents, Plaintiffs refer Defendant to the documents referenced in Plaintiffs' Responses to Defendant's Requests for Admission, Plaintiffs' Answers to Interrogatories, and Plaintiffs' corresponding Index. Plaintiffs reserve the right to supplement this Response as necessary.

REQUEST FOR PRODUCTION NO. 11: Produce all Documents related to your claim that Mark D. Welty and/or his agency concealed information from Plaintiff or otherwise failed to advise Plaintiff regarding the Policy and the coverage provided.

RESPONSE: Plaintiffs object to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. Plaintiffs object to this Request in that it requires Plaintiffs to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiffs' counsel which is impermissible. Plaintiffs object to this Request as it potentially seeks documents protected by the attorney client privilege and/or the attorney work-product doctrine. Additionally, this Request is overbroad, unduly burdensome, ambiguous, vague, disproportionate to the needs of the case, not reasonably calculated to lead to the discovery of

admissible evidence, and premature as discovery in this case is ongoing and Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response, and fails to describe with reasonable particularity each item or category of items to be produced as required by the Oklahoma Discovery Code. Plaintiffs interpret this Request seeking "all Documents" as seeking those non-privileged documents and that information that Plaintiffs are able to locate from reasonably accessible sources using reasonable diligence and judgment and without incurring undue burden and expense.

Subject to and without waiving the general and specific objections stated above, see the documents produced herewith; for specific identification of documents, Plaintiffs refer Defendant to the documents referenced in Plaintiffs' Responses to Defendant's Requests for Admission, Plaintiffs' Answers to Interrogatories, and Plaintiffs' corresponding Index. Plaintiffs reserve the right to supplement this Response as necessary.

REQUEST FOR PRODUCTION NO. 12: Produce all Documents related to your claim for punitive damages against Mark D. Welty and/or his agency.

RESPONSE: Plaintiffs object to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. Plaintiffs object to this Request in that it requires Plaintiffs to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiffs' counsel which is impermissible. Plaintiffs object to this Request as it potentially seeks documents protected by the attorney client privilege and/or the attorney work-product doctrine. Additionally, this Request is overbroad, unduly burdensome, ambiguous, vague,

disproportionate to the needs of the case, not reasonably calculated to lead to the discovery of admissible evidence, and premature as discovery in this case is ongoing and Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response, and fails to describe with reasonable particularity each item or category of items to be produced as required by the Oklahoma Discovery Code. Plaintiffs interpret this Request seeking "all Documents" as seeking those non-privileged documents and that information that Plaintiffs are able to locate from reasonably accessible sources using reasonable diligence and judgment and without incurring undue burden and expense.

Subject to and without waiving the general and specific objections stated above, see the documents produced herewith; for specific identification of documents, Plaintiffs refer Defendant to the documents referenced in Plaintiffs' Responses to Defendant's Requests for Admission, Plaintiffs' Answers to Interrogatories, and Plaintiffs' corresponding Index. Plaintiffs reserve the right to supplement this Response as necessary.

Respectfully submitted,

/s/ Jake Denne
Reggie N. Whitten, OBA No. 9576
Michael Burrage, OBA No. 1350
Blake Sonne, OBA No. 20341
Hannah Whitten, OBA No. 35261
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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of August 2026, a true, correct, and exact copy of the I foregoing document was served via U.S. Mail, with proper postage affixed to the following persons:

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Attorneys for Defendants

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY & LACY HURSH, Plaintiffs, v. STATE FARM FIRE & CASUALTY COMPANY; MARK D. WELTY; and MARK D. WELTY INSURANCE AGENCY, INC., Defendants.	)	Case No. CJ-2025-2626 Hon. Amy Palumbo

AFFIDAVIT OF MARK WELTY

I, Mark D. Welty, of lawful age and upon my oath, do hereby depose and state:

1. I have been an independent contractor State Farm Agent since January 1, 1996. I own and operate the Mark D. Welty Insurance Agency, Inc. (the "Agency"). The Agency markets and solicits applications for State Farm insurance and financial services products and services State Farm customers through licensed agent team members employed by the Agency. These licensed team members are not State Farm employees; instead, they are employees of the Agency.

2. In 2020, Brenda Reed was employed by the Agency as an Insurance Account Representative. Agent team members in that position are directed by the Agency to take applications for State Farm homeowners insurance.

3. Based on my review of the Plaintiffs' homeowners application, in May 2020, Plaintiffs Billy and Lacy Hursh contacted the Agency to obtain homeowners insurance for their home (the "Property"). Ms. Reed took Plaintiffs' application.

EXHIBIT 3

4. I did not take the application, did not quote the coverage, and did not participate in any conversation with Plaintiffs about the application or the coverage they were seeking.

5. To the best of my knowledge and recollection, I have never communicated with either Plaintiff at any time, whether about the application, the Policy, any renewal of the Policy, the condition of the Property, or either of their insurance claims. Any communications between Plaintiffs and the Agency were with members of the Agency's office team.

6. When the Agency takes an application, it is required to submit the applicant's information to State Farm's underwriting department, which determines whether State Farm will issue a policy. Neither I nor the Agency have authority to make that determination.

7. State Farm issued Homeowners Policy No. 36-CL-H107-4 (the "Policy") to Plaintiffs effective June 2020.

8. I had no personal involvement in the underwriting of the Policy. I had no personal involvement in the renewal or modification of the Policy.

9. Neither I nor the Agency was involved in any assessment of the condition of the Property's roof.

10. I never discussed State Farm underwriting guidelines with Plaintiffs. I never made any statement to Plaintiffs about the Policy, its coverage or limits, the condition of their roof, or how State Farm would evaluate or pay any future claim.

11. Neither I nor the Agency investigates, inspects, adjusts, evaluates, or pays claims under State Farm policies.

FURTHER AFFIANT SAYETH NOT.

Mark D. Welty

Mark Welty

STATE OF OKLAHOMA)

COUNTY OF Tulsa

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 13 day of Oct, 2026.

LEAH HAMILTON
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES NOVEMBER 13, 2029
COMMISSION #25013162

Notary Public

Notary Commission No.: 25013162

My Commission Expires: Nov 13, 2029

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY & LACY HURSH, Plaintiffs, v. STATE FARM FIRE & CASUALTY COMPANY; MARK D. WELTY; and MARK D. WELTY INSURANCE AGENCY, INC. Defendants.	)	Case No. CJ-2025-2626

DEFENDANTS MARK D. WELTY AND MARK D. WELTY INSURANCE AGENCY, INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF DISCOVERY REQUESTS

Defendants Mark D. Welty and Mark D. Welty Insurance Agency, Inc. ("Welty" or "Agent") hereby responds to Plaintiffs First Set of Discovery Requests ("Discovery Requests"). The information provided is based on Welty's current knowledge, and Welty reserves the right to supplement answers.

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

Agent has not yet completed its investigation of the facts related to this litigation. These responses are based on the information and documentation currently available to Agent, and reflect only those contentions presently known to him. Additional investigation, research, and analysis may reveal further facts and documents, clarify existing information, or lead to new factual conclusions, any of which could result in substantial revisions to these Responses. Accordingly, Agent reserves the right to amend these Responses as additional information is obtained

EXHIBIT 4

and further analysis completed. Agent will also fulfil its obligation to supplement these Responses in accordance with the Oklahoma Discovery Code.

OBJECTIONS TO PLAINTIFFS' INSTRUCTIONS

Objection to Plaintiffs' Instruction No. 1: Agent objects to Plaintiffs' Instruction No. 1 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code as Agent is only obligated to produce discoverable "documents" that are within its possession, custody, or control. Agent objects to the inclusion of information "known . . . to" Agent in Plaintiffs' Instruction to the extent it purports to seek information from sources that are not reasonably accessible, as such discovery would require extraordinary efforts that are not proportional to the needs of this case. 12 O.S. § 3226(B)(2).

Objection to Plaintiffs' Instruction No. 2: Agent objects to Plaintiffs' Instruction No. 2 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code, particularly the duty to supplement pursuant to 12 O.S. § 3226(E). Agent will fulfill its obligation to supplement these responses pursuant to the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 4: Agent objects to Plaintiffs' demand in Instruction No. 4 that Agent provide an explanation for incomplete Responses on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. Agent will state his Responses and objections to the discovery in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 5: Agent objects to Plaintiffs' Instruction No. 5 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. Agent will state his Responses in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 6: Agent objects to Plaintiffs' Instruction No. 6 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. Agent will state his Responses in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 7: Agent objects to Plaintiffs' Instruction No. 7 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. Agent will state its Responses in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 8: Agent objects to Plaintiffs' attempt to unilaterally impose an "ESI Protocol" to govern the scope of discovery in Instruction No. 8. The Oklahoma Discovery Code addresses the form of production of ESI and does not require parties to produce ESI in any particular way or allow requesting parties to unilaterally dictate a form of production. Instead, it allows the requesting party to specify a form of production, and, in response, the producing party can object and state the form of production it intends to make. 12 O.S. § 3234(B)(1)(c)-(d). In fact, Oklahoma law only requires that the format be "reasonably usable" and further provides that "a party need not produce the same electronically stored information in more than one form." 12 O.S. § 3234(A)(1)(a) and § 3234(B)(2)(e).

Objection to Plaintiffs' Instruction No. 10: Agent objects to Plaintiffs' Instruction No. 10 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code, which only requires a party "to describe the nature of the documents, communications, or things not produced or disclosed in a manner that . . . will enable other parties to assess the applicability of the privilege or protection." 12 O.S. § 3234(B)(5)(a). Agent will log any claims of privilege in accordance with 12 O.S. § 3234(B)(5)(a).

OBJECTIONS TO PLAINTIFFS' DEFINITIONS

Objection to Plaintiffs' – "Address/Telephone Number." Agent objects to Plaintiffs' request for "both the current business and residential address and telephone number" of natural persons on the grounds that such information constitutes personally identifiable information sought in violation of those individuals' right to privacy. To the extent required to address the claims and defenses at issue in the case, the business address and telephone numbers of natural persons will be sufficient to identify and contact potential witnesses.

Agent further objects to this definition to the extent that it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code by seeking "all information that is reasonably available" to State Farm. 12 O.S. § 3234(A)(1)(a).

Objection to Plaintiffs' Definition – "Agency File." Agent objects to Plaintiffs' definition of "Agency File." Agent states that he does not maintain a physical folder with respect to insureds.

Objection to Plaintiffs' Definition – "Communication(s)." Agent restates and incorporates its objections to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' definition of "communication(s)." Additionally, Agent objects to the inclusion of "oral" exchanges in Plaintiffs' definition of "communication(s)" on the grounds that the Oklahoma Discovery Code and substantive law does not require Agent to produce "communications" that do not already exist on a medium from which information can be obtained.

Agent also objects to the inclusion of text or instant messaging system(s) and social media platform(s) in Plaintiffs' definition on the grounds that it would be unduly burdensome to produce such materials, which are not captured by Agent in its ordinary course of business. 12 O.S. § 3226(B)(2).

Objection to Plaintiffs' Definition – "Communication." Agent restates and incorporates its objections to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' definition of "communication(s)." Additionally, Agent objects to the inclusion of "oral" exchanges in Plaintiffs' definition of "communication(s)" on the grounds that the Oklahoma Discovery Code and substantive law does not require Agent to produce "communications" that do not already exist on a medium from which information can be obtained.

Agent also objects to the inclusion of text or instant messaging system(s) and social media platform(s) in Plaintiffs' definition on the grounds that it would be unduly burdensome to produce such materials, which are not captured by Agent in its ordinary course of business. 12 O.S. § 3226(B)(2).

Objection to Plaintiffs' Definition – "Documents." Agent restates and incorporates its objections to Plaintiffs' definition of "communication(s)" and applies each to Plaintiffs' definition of "document(s).

Additionally, Agent objects to Plaintiffs' definition of "document(s)" on the grounds that it is overly broad and unduly burdensome and to the extent it implies Agent has an obligation to provide discovery that is not reasonably accessible. Electronically stored information ("ESI") is frequently duplicated and disbursed in the ordinary course of business, and discovery regarding all identical copies of ESI would be cumulative, duplicative, and impose unnecessary burdens without any benefit to the adjudication of this action. Agent objects that to the extent that Plaintiffs' seek production of ESI from sources that are not reasonably accessible, as such discovery would require extraordinary efforts that are not proportional to the scope of the matter. 12 O.S. § 3226(B)(2).

Agent also objects to the extent this definition seeks discovery regarding ESI that is ephemeral in nature, such as temporary computer files, log/history files, or file fragments, as the preservation and production of such things are not proportional to the needs of the case. Agent objects to Plaintiffs' definition as overly broad, unduly burdensome, and beyond the scope of permissible discovery to the extent Plaintiffs purport to include system information not created by Agent users, such as caches, cookies, or logs, or otherwise seeks to require Agent to record and/or provide discovery regarding records and information that are not ordinarily captured and/or are

overwritten in the ordinary course of operating computing systems. 12 O.S. § 3226(B)(1).

Agent objects to the inclusion of "every copy" in Plaintiffs' definition of "document(s)" on the grounds that copies are not universally relevant to the claims and defenses of a case and are likely to be cumulative or duplicative. To the extent that a copy is not a business record stored in a central repository in Agent's ordinary course of business, discovery regarding "every copy" would not be proportional to the needs of the case.

Finally, Agent objects to Plaintiffs' definition of "document(s)" to the extent it would require the production or disclosure of information protected from discovery by the attorney-client privilege, work-product doctrine, or other privileges recognized by law. Notwithstanding these objections, to the extent any responsive documents or ESI are produced, Agent will produce reasonably accessible, relevant, non-privileged information in reasonably usable formats as set forth in Agent's objections to the ESI Protocol and subject to entry of an agreeable protective order, as set forth in Agent's Responses below. Documents that contain redactions will be produced in static image format.

Objection to Plaintiffs' Definition – "Identify" or "Identification" in reference to a corporation. Agent objects to Plaintiffs' definition of "identify" or "identification" when used in reference to a "corporation, firm, or other entity" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. Agent further objects to this definition to the extent it seeks

information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide.

Objection to Plaintiffs' Definition – "Identify" or "Identification" in reference to a meeting or conference. Agent objects to Plaintiffs' definition of "identify" or "identification" to the extent it seeks information about "meeting[s] or conference[s]" that is overly broad and not reasonably tailored to elicit discovery relevant to the claims and defenses of any party. Agent further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all "meeting[s] or conference[s]."

Objection to Plaintiffs' Definition – "Identify" or "Identification" in reference to a telephonic conversation. Agent objects to Plaintiffs' definition of "identify" or "identification" to the extent it seeks information about "telephone communication[s]" that is overly broad and not reasonably tailored to elicit discovery relevant to the claims and defenses of any party. Agent further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable "telephone communication[s]."

Objection to Plaintiffs' Definition – "Identify" or "Identification" in reference to a "Writing." Agent restates and incorporates its objections to Plaintiffs' definition of "writing" and "document(s)" and applies each to Plaintiffs' definition of "identify" or "identification" when used in reference to a "writing." In addition, Agent objects to Plaintiffs' definition of "identify" or "identification" with respect to "writings" as overly broad and not reasonably tailored to elicit discovery

relevant to the claims and defenses of any party. Agent further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable "writings."

Agent also objects to Plaintiffs' definition insofar as it seeks the "present location or custodian" of all discoverable "writings" on the grounds that the definition is overly broad and unduly burdensome and such information is not relevant to the resolution of the claims and defenses in this case. There are multiple ways that ESI may be held, stored, or used together by one or multiple custodians, such as on a shared or personal hard drive, in a container file, or in a database, and Agent cannot reasonably catalogue and describe the information regarding any myriads of ways ESI may be held, stored, or used together without undue burden. 12 O.S. § 3226(B)(2). Agent objects to Plaintiffs' definition of "identify" or "identification" with respect to "writing" insofar as it seeks details regarding "writings" that are "no longer [] in [State Farm's] possession or control" on the grounds that it is overly broad, unduly burdensome, and purports to impose obligations greater than those set forth in 12 O.S. §§ 3226(B)(1) and 3224. There is no basis to demand Agent generally describe all requested information that may have existed at some time. Agent further objects to this definition as not reasonably calculated to lead to the discovery of admissible evidence, unduly burdensome, and beyond the scope of permissible discovery to the extent it purports to call for forensic investigation into computing devices or systems to determine or locate information indicating or evidencing ESI that was deleted or that is no longer accessible as active data on that device or system. Agent further

objects that ESI and/or documents that were deleted or no longer exist are not reasonably accessible, and discovery about the same would require extraordinary efforts that are not proportional to the scope of the matter. 12 O.S. § 3226(B)(2). Furthermore, Agent objects on the grounds that Plaintiffs' definition is not limited in time or scope and Agent had no duty to preserve relevant information prior to the time this litigation was reasonably anticipated.

Finally, Agent objects to this definition to the extent that it purports to require Agent to provide information more properly requested via separate interrogatory.

Objection to Plaintiffs' Definition – "Identify" or "Identification" in reference to an "Oral Conversation." Agent objects to Plaintiffs' definition of "identify" or "identification" to the extent it seeks information about "oral communication[s]" that is overly broad and not reasonably tailored to elicit discovery relevant to the claims and defenses of any party. Agent further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable "oral communication[s]" and ESI.

Objection to Plaintiffs' Definition – "Identify" or "Identification" in reference to an "individual natural Person." Agent objects to Plaintiffs' definition of "identify" or "identification" when used in reference to a "individual natural Person" insofar as it seeks the "residential address" of natural persons on the grounds that such information constitutes personally identifiable information sought in violation of those individuals' constitutional right to privacy. To the extent required to address the claims and defenses at issue in this case, the business addresses and

telephone numbers of natural persons will be sufficient to identify and contact potential witnesses.

Objection to Plaintiffs' Definition – "Relevant Time Period." Agent objects to Plaintiffs' definition of "relevant time period"—which arbitrarily seeks over a decade worth of documents from January 1, 2010 through the date of these Responses—on the grounds that the definition is overly broad and unduly burdensome and such information is not relevant to the resolution of the claims and defenses in this case and not proportional to the needs of the case under 12 Okla. Stat. § 3226(B)(2)(c). *Werner Enter., Inc. v. Kirkland et al.*, No. 122,385 (Okla. Sept. 24, 2024) ("Respondent, any other assigned judge, or a special master appointed by the district court shall review the discovery requests at issue and consider the proportionality facts stated in 12 O.S. Section 3226 (B)(2)(c) along with all other statutory requirements before ruling on the discovery disputes.").

This action—filed on April 17, 2025—relates to a two claim with dates of loss of October 4, 2023 and May 21, 2024. As such, Agent will not produce any documents prior to October 4, 2022 (one year prior to the date of loss) or after the filing of the Petition on April 17, 2025, unless otherwise stated in its responses.

Objection to Plaintiffs' Definition – "You." Agent objects to Plaintiffs' definition of "You" as overly broad. For example, it purports to include "consultants," individuals "purporting to act on behalf of any subsidiary of Agent," and persons acting on behalf of "any merged or acquired predecessors."

OBJECTIONS TO PLAINTIFFS' ESI PROTOCOL

Agent objects to Plaintiffs' attempt to unilaterally impose an "ESI Protocol to govern the scope of discovery. The Oklahoma Discover Code addresses the form of production of ESI and does not require parties to produce ESI in any particular way or allow requesting parties to unilaterally dictate a form of production. Instead, it allows the requesting party to specify a form of production, and, in response, the producing party can object and state the form of production it intends to make 12 O.S. § 3234(B)(1)(c)-(d). In fact, Oklahoma law only requires that the format be "reasonably usable" and further provides that "a party need not produce the same electronically stored information in more than one form." 12 O.S. § 3234(A)(1)(a) and § 3234(B)(2)(e).

Agent further objects to Plaintiffs' "ESI Protocol" because it exceeds the scope of permissible discovery and imposes obligations beyond those set forth under the Oklahoma Discovery Code. Agent also objects to Plaintiffs' ESI Protocol to the extent it requires the production of documents or discovery of information that is not reasonably accessible to Agent on the ground that such discovery would require extraordinary efforts that are not proportional to the scope of this matter. 12 O.S. § 3226(B); *Werner Enter., Inc. v. Kirkland et al.*, No. 122,385 (Okla. Sept. 24, 2024) ("Respondent, any other assigned judge, or a special master appointed by the district court shall review the discovery requests at issue and consider the proportionality facts stated in 12 O.S. Section 3226 (B)(2)(c) along with all other statutory requirements before ruling on the discovery disputes.").

Although it is not anticipated that Agent has possession custody, or control of any ESI, to the extent ESI is produced, Agent will produce reasonably accessible, relevant, non-privileged information in image format, accompanied by document-level text files containing searchable text (either extracted text or text created with optical character recognition ("OCR")). The information pertinent to the claims and defenses in this case can be found in the text of the documents—not in metadata—and Plaintiffs have not set forth any basis or arguments to the contrary. Notwithstanding Agent's objections and format set forth above, metadata load files will be produced in .DAT file format and image load files in .OPT format (i.e., industry standard "Concordance" formatted load files). The exceptions to this approach are:

Agent will produce responsive, non-privileged, and unredacted spreadsheets (e.g., Microsoft Excel files) in native format.

- Agent will produce responsive, redacted Excel-file documents in near-native format with redacted text, unless doing so would be unduly burdensome or render the file(s) unusable, in which case Agent will seek to meet and confer with Plaintiffs on the proper redaction method.

- Agent will produce responsive, non-privileged, and unredacted ESI maintained in presentation formats (e.g., Microsoft PowerPoint) in native format if relevant information exists that cannot be displayed on an image (e.g., animations or embedded audio files).

- Agent will produce responsive, redacted ESI maintained in presentation formats (e.g., Microsoft PowerPoint) as image files with redacted text, unless doing so would be unduly burdensome or render the file(s) unusable, in which case Agent will seek to meet and confer with Plaintiffs on the proper redaction method.

- Agent may choose to produce ESI that is difficult or impracticable to render in bates stamped image format, such as video or audio files, in native format.

To the extent there is a need for any deviation from above, Agent will meet and confer in good faith with Plaintiffs' counsel.

Objection to Plaintiffs' Definition No. 1 in ESI Protocol: Agent restates and incorporates its objections to Plaintiffs' instructions and definitions and asserts each to Plaintiffs' ESI Protocol.

Objection to Plaintiffs' Definition – "Electronically Stored Information." Agent restates and incorporates its objections to Plaintiffs' definitions of "document(s)," and "communication(s)," and applies each to Plaintiffs' definition of "Electronically Stored Information."

Objection to Plaintiffs' ESI Production Instructions 1-3. Agent restates and incorporates its objections to Plaintiffs' definitions of "document(s)," and "communication(s)" and its objections to ESI Protocol set forth above and applies each to ESI Production Instructions 1-3.

Agent also objects to Plaintiffs' ESI Production Instructions 1-3 on the grounds that the Oklahoma Discovery Code addresses the form of production of ESI and does not require parties to produce ESI in any particular way or allow requesting parties to unilaterally dictate a form of production. Moreover, Plaintiffs' ESI Production Instructions 1-3 exceed the scope of permissible discovery and impose obligations beyond those set forth under the Oklahoma Discovery Code. As such, Agent will not produce ESI – if any – in accordance with [Plaintiffs' unilateral ESI Protocol and, to the extent ESI is produced, Agent will produce the reasonably accessible, non-

redacted content of each document in a reasonably usable format as set forth above, which is all the Oklahoma Discovery Code requires.

Agent further objects because it does not need to produce ESI in more than one form, and the reproduction of ESI in other formats would be cumulative and duplicative of the alternate reasonably usable formats proffered above. 12 O.S. § 3234(B)(2)(e)(3).

Agent also objects to Instruction 3 as vague and ambiguous, with respect to "native format" and "as defined in the ESI Protocol". Plaintiffs have not defined "native format," nor provided a separate ESI Protocol. That said, Agent construes "native" as the "associated file structure defined by the original creating application." *The Sedona Conference Glossary: eDiscovery & Digital Information Management, 5th Ed.*, 21 SEDONA CONF. J. 263 (2020).

INTERROGATORIES

INTERROGATORY NO. 1: State the name, address and job title of all Persons participating in answering these Interrogatories together with the interrogatory number that each Person helped answer.

ANSWER TO INTERROGATORY NO. 1: Agent objects to this request on the ground that it seeks information that is not relevant to any party's claims or defenses and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, and the importance of the discovery in resolving the issues. Agent also objects to this request to the extent that this is an invasion of the attorney-client and/or work client privileges.

Subject to said objections, Agent states that these Interrogatories are being answered by himself with the assistance of counsel.

INTERROGATORY NO. 2: Identify all Persons with knowledge concerning any of the claims, defenses, and/or issues raised by the pleadings and specify that for which each witness has knowledge. Include in Your response the addresses and telephone numbers of each Person identified.

ANSWER TO INTERROGATORY NO. 2: Agent objects to this request to the extent that it seeks information protected by the attorney-client and/or work product privileges. *See Ellison v. Gray*, 1985 OK 35, ¶ 7, 702 P.2d 360, 363 ("Opinion work product . . . enjoys near-absolute immunity from discovery and is discoverable only in extraordinary circumstances.").

Subject to said objections, Agent states that its investigation and discovery are ongoing and incomplete. Therefore, Agent reserves the right to amend, modify, or supplement this Answer as information becomes available. However, at this time, Agent, believes the following individuals may have knowledge of the claim(s) that give rise to this lawsuit.

No.	Name	Potential Knowledge
1.	Lacy Hursh c/o Plaintiffs' counsel	Facts and circumstances within her knowledge regarding Plaintiffs' claims against Agent, the purchase of the subject policy, claimed damages, and the defenses asserted.
2.	Billy Hursh c/o Plaintiffs' counsel	Facts and circumstances within his knowledge regarding Plaintiffs' claims against Agent, the purchase of the subject policy, claimed damages, and the defenses asserted.

No.	Name	Potential Knowledge
3.	Mark Welty c/o GableGotwals	Facts and circumstances within his knowledge concerning the subject State Farm policy, Plaintiffs' claims, and the claims and defenses asserted in this action.
4.	Brenda Reed Former team member c/o GableGotwals	Facts and circumstances within her knowledge concerning the subject State Farm policy, including the application for the policy, Plaintiffs' claims, and the claims and defenses asserted in this action.
5.	Sue Welty Mark Welty Insurance Agency, Inc. c/o GableGotwals	Facts and circumstances within her knowledge concerning communications with Plaintiffs regarding the May 21, 2024 claim, including her May 30, 2024 communication with Plaintiffs regarding the reported hail event, possible roof damage, potential claim submission, and mitigation or repair of any reported leak.

INTERROGATORY NO. 3: Identify all Documents upon which You relied on to assert or support each of Your affirmative defenses.

ANSWER TO INTERROGATORY NO. 3: Agent objects to the request as vague, ambiguous, and overly broad. Agent further objects to the extent the request seeks information and/or documents that are protected by the attorney-client privilege and/or the work product doctrine. *See Ellison v. Gray*, 1985 OK 35, ¶ 7, 702 P.2d 360, 363 ("Opinion work product . . . enjoys near-absolute immunity from discovery and is discoverable only in extraordinary circumstances.").

Agent has not made any decisions in relation to exhibits he intends to use at the time of trial, and he will comply with the Scheduling Order and the Court's

deadlines in relation to the disclosure of witnesses. Subject to said objections, Agent would refer Plaintiffs to the policy produced by State Farm.

INTERROGATORY NO. 4: For each Person You expect to call to testify at trial as an expert witness:

a) Identify the Person;

b) Identify the Title of the Person;

c) State the subject matter on which the Person is expected to testify;

d) State the substance of the facts and opinions to which the Person is expected to testify

e) Provide a summary of the grounds for the Person's opinions;

f) List his qualifications, including a list of all publications authored by the Person in the preceding ten years;

g) State the compensation paid or to be paid to the Person for their testimony and for their preparation for their testimony; and

h) Provide a list of any other cases in which the Person has testified as an expert at trial or by deposition in the preceding four years.

ANSWER TO INTERROGATORY NO. 4: Agent has not identified any experts expected to testify at trial and objects to the extent this Interrogatory seeks information regarding individuals not so identified. *See* 12 O.S. § 3226. Agent further objects that this Interrogatory exceeds the scope of expert disclosures required under the Oklahoma Discovery Code. *See* 12 O.S. § 3226. If Agent later retains a testifying

expert, he will supplement this response in accordance with the Oklahoma Discovery Code and the Court's Scheduling Order.

INTERROGATORY NO. 5: Identify by style, case number, and jurisdiction all litigation pertaining to any insurance matter in which You have either been a named party, a witness, provided a sworn statement, or been deposed under oath.

ANSWER TO INTERROGATORY NO. 5: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. It is irrelevant whether Agent has been involved in other, unrelated litigation. Agent objects to the extent this request seeks information relating to non-parties. Further, due to the overly broad nature of this Request, it is also a potential invasion of the attorney-client privilege and/or work product doctrine. This information is also equally available to Plaintiffs through public court records.

Subject to said objections, and as Agent understands this request, Agent states that, other than the instant lawsuit, he has been named as a party in the following insurance-related lawsuits: *Denine Renee Schettler v. State Farm & Mark Welty*, Case No. CJ-2025-4299 (Oklahoma County); *Trevor Theinhardt v. State Farm & Mark Welty*, Case No. CJ-2026-1990 (Tulsa County); *Brian Palmer v. State Farm & Mark Welty*, Case No. CJ-2025-3577 (Oklahoma County); and *Scott Peck v. State Farm &*

Mark Welty, Case No. CJ-2024-176 (Wagoner County). To Agent's knowledge, he has not been deposed or provided an affidavit in any of these matters.

INTERROGATORY NO. 6: Identify all complaints filed against You with your Agency, any department or commissioner of insurance by any insured. State the identifying date, number of each complaint and the disposition thereof.

ANSWER TO INTERROGATORY NO. 5: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. It is irrelevant whether Agent has been involved in other, unrelated complaints. Agent objects to the extent this request seeks information relating to non-parties.

Subject to said objections, Agent states that, to his knowledge and recollection, he is aware of one complaint made in or around March 2026. Agent does not have documents in his possession, custody, or control relating to that complaint and does not recall the specific details of the complaint. Agent does not recall any other complaints within the past ten years.

INTERROGATORY NO. 7: Identify all Communications between You and Plaintiffs.

ANSWER TO INTERROGATORY NO. 6: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance

of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states that, to his knowledge and recollection, he did not personally communicate with Plaintiffs regarding the claim or the procurement of the subject policy. Any communications with Plaintiffs would have been through members of Agent's office team. By way of further response, Sue Welty communicated with Plaintiffs on or about May 30, 2024 regarding the reported May 21, 2024 hail event, possible roof damage, whether Plaintiffs wished to pursue a claim, and mitigation or repair of any reported leak.

INTERROGATORY NO. 8: With regard to the compensation which You received as a State Farm Agent, provide the following:

a) The method in which you were paid;

b) How often You were paid;

c) How much You were paid;

d) How the amount of Your compensation was calculated; and,

e) The amount, basis, and frequency of any bonus or incentive payments which You received.

ANSWER TO INTERROGATORY NO. 7: Agent objects to this interrogatory as compound and actually consists of at least five separate interrogatories. Agent objects to this request to the extent that it seeks the personal financial information of Agent and/or his employees. Courts have routinely held that the actual salary amounts are not relevant or discoverable. *See, e.g., Fullbright v. State Farm Mut. Auto. Ins. Co.*, 2010 WL 300436 (W.D. Okla. Jan. 20, 2010). This request seeks information which is confidential, commercially sensitive, proprietary, and which constitutes business and/or trade secrets, to which Agent objects. Agent objects to this request as overly broad, and its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit.

INTERROGATORY NO. 9: Identity all compensation You have received in any form related to Plaintiffs and State Farm insurance products purchased from/through You.

ANSWER TO INTERROGATORY NO. 8: Agent objects to this request to the extent that it seeks the personal financial information of Agent and/or his employees. Courts have routinely held that the actual salary amounts are not relevant or discoverable. *See, e.g., Fullbright v. State Farm Mut. Auto. Ins. Co.*, 2010

WL 300436 (W.D. Okla. Jan. 20, 2010). This request seeks information which is confidential, commercially sensitive, proprietary, and which constitutes business and/or trade secrets, to which Agent objects. Agent objects to this request as overly broad, and its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' relevant insurance policy in effect on the date of loss or Plaintiffs' insurance claim at issue in this lawsuit.

INTERROGATORY NO. 10: Identify all basis on which claims made under policies You sold and/or procured impacts your compensation and/or eligibility for compensation. Your answer should reflect all forms of compensation, including non-monetary rewards.

ANSWER TO INTERROGATORY NO. 9: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. This request seeks information which is confidential, commercially sensitive, proprietary, and which constitutes business and/or trade secrets, to which Agent objects. Agent objects to this request as overly broad, and its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs'

relevant insurance policy in effect on the date of loss or Plaintiffs' insurance claim at issue in this lawsuit.

Subject to said objections, Agent does not know how claims made may impact his compensation.

INTERROGATORY NO. 11: Identify with specificity and in detail all State Farm policies, procedures, interactive training programs, computer programs, and pricing programs, which were either provided to You by State Farm or which You otherwise rely/relied upon for issuing Plaintiffs any policies of insurance, including any renewals, with State Farm, including "MyBlock" and "MAX."

ANSWER TO INTERROGATORY NO. 10: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as lacking specificity, especially as to terms "policies," "procedures," "interactive training programs," "computer programs," and "pricing programs," all of which are undefined. Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013).

Agent further objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm

entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states that, as he understands this request and to the best of his knowledge and recollection, he had no personal involvement in the underwriting process of Plaintiffs' subject policy and has no such information or documents in his possession, custody, or control. Agent believes Insurance Account Representative Brenda Reed took the application for the subject policy.

INTERROGATORY NO. 12: State with specificity and in detail the duties You owe to consumers who purchase State Farm products from/through You.

ANSWER TO INTERROGATORY NO. 11: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity, especially as to the term "duties," which is undefined. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs'

insurance claim at issue in this lawsuit. Agent further objects to this request to the extent it calls for a legal conclusion.

INTERROGATORY NO. 13: State whether or not You expect policyholders to rely upon representations from You with respect to State Farm products. If not, explain why.

ANSWER TO INTERROGATORY NO. 12: Agent objects to this request on the grounds that it is vague, overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request to the extent it calls for a legal conclusion, not an application of facts from this matter to the law. The request also fails to identify any facts of this case that relate to this request, instead seeking an admission about "products" in the abstract.

This request does not identify any alleged representation(s) to which it refers, and thus Agent is unable to substantively respond. If Plaintiffs identify the alleged representation(s) to which they refer, Agent will attempt to respond further.

INTERROGATORY NO. 14: Describe in detail and by date(s) all inspection(s) of the Dwelling, which You conducted, commissioned, or reviewed.

ANSWER TO INTERROGATORY NO. 13: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance

of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to the extent this request implies duties not recognized under Oklahoma law. Agent objects to this request as vague and lacking specificity. Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013).

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states that, as he understands this request and to the best of his knowledge and recollection, he had no personal involvement in the underwriting process of Plaintiffs' subject policy and has no such information or documents in his possession, custody, or control. To Agent's knowledge, neither himself nor anyone from his agency inspected Plaintiffs' dwelling.

INTERROGATORY NO. 15: Identify with specificity and in detail all protocols or policies of honoring policyholder requests for a second inspection or re-inspection of damage claimed to their dwelling.

ANSWER TO INTERROGATORY NO. 14: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity. Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway*, Inc., No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' insurance claim at issue in this lawsuit.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states that, as a State Farm insurance agent, he is not directly involved in the claim-handling process, including any decision to conduct a second inspection or reinspection.

INTERROGATORY NO. 16: Describe with specificity and in detail Your involvement in any aspect of the renewal or modification of the Policy, including any inspection before renewal.

ANSWER TO INTERROGATORY NO. 15: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim

or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states that, as he understands this request and to the best of his knowledge and recollection, Agent had no involvement in the renewal or modification of Plaintiffs' subject policy and has no such information or documents in his possession, custody, or control.

INTERROGATORY NO. 17: State with specificity and in detail the method(s) or device(s) You used to ensure Plaintiffs' insured property met State Farm's underwriting guidelines for replacement cost coverage, including but not limited to

what You did to corroborate that Plaintiffs' Property had no pre-existing damage which would preclude 100% replacement cost coverage.

ANSWER TO INTERROGATORY NO. 16: Agent objects to this request on the grounds that it is vague, overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as an improper omnibus discovery request because it uses the terms "including, but not limited to" and "and/or." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013).

Agent objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing

Muggenborg v. Ellis, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce. Agent objects to this request as seeking information not within his custody or control. Further, Agent states that while he is able to bind an application, Agent is then required to submit that information to State Farm's underwriting unit which then determines whether State Farm will issue an insurance policy.

Subject to said objections, Agent states that, as he understands this request and to the best of his knowledge and recollection, Agent had no personal involvement in the underwriting process of Plaintiffs' subject policy, including policy renewal or modification, and has no such information or documents in his possession, custody, or control. Agent believes Insurance Account Representative Brenda Reed took the application for the subject policy and used the Verisk 360Value estimating tool to calculate the estimated replacement cost, which was conveyed to the customer as a resource for their consideration for coverage.

INTERROGATORY NO. 18: State with specificity and in detail the method(s) or device(s) You used or relied upon to calculate the replacement cost of Plaintiffs' personal property, including, but not limited to State Farm policies, procedures, interactive training programs, computer software, and/or pricing programs (e.g., 360 Value).

ANSWER TO INTERROGATORY NO. 17: Agent objects to this request on the grounds that it is vague, overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity, especially, as to the terms "interactive training programs," "computer software," and "pricing programs," which are undefined. Agent objects to this request as an improper omnibus discovery request because it uses the

terms "including, but not limited to" and "and/or." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013).

Agent objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v.*

Farmers Ins. Grp., No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce. Agent objects to this request as seeking information not within his custody or control. Further, Agent states that while he is able to bind an application, Agent is then required to submit that information to State Farm's underwriting unit which then determines whether State Farm will issue an insurance policy.

Subject to said objections, Agent states that, as he understands this request and to the best of his knowledge and recollection, Agent had no personal involvement in the underwriting process of Plaintiffs' subject policy, and has no such information or documents in his possession, custody, or control. Agent believes Insurance Account Representative Brenda Reed took the application for the subject policy and used the Verisk 360Value estimating tool to calculate the estimated replacement cost, which was conveyed to the customer as a resource for their consideration for coverage.

INTERROGATORY NO. 19: Identify the replacement cost amount (in dollars) You concluded was necessary to replace the Dwelling at inception and at each

annual renewal thereafter. Your answer shall identify both the year and amount for that specific year.

ANSWER TO INTERROGATORY NO. 18: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales,

pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states that, as he understands this request and to the best of his knowledge and recollection, Agent had no personal involvement in the underwriting process of Plaintiffs' subject policy, and has no such information or documents in his possession, custody, or control. Agent believes Insurance Account Representative Brenda Reed took the application for the subject policy and used the Verisk 360Value estimating tool to calculate the estimated replacement cost, which was conveyed to the customer as a resource for their consideration for coverage.

INTERROGATORY NO. 20: Identify by year and amount each annual inflationary adjustment, if any, made to the Policy limits while you were the agent of record.

ANSWER TO INTERROGATORY NO. 19: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the

policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

INTERROGATORY NO. 21: Identify all Communications between You and State Farm regarding Plaintiffs, the Dwelling, and/or the Claim.

ANSWER TO INTERROGATORY NO. 20: Agent objects to this request to the extent it seeks information protected by the attorney-client privilege and/or the work product doctrine. *See Ellison v. Gray*, 1985 OK 35, ¶ 7, 702 P.2d 360, 363 ("Opinion work product . . . enjoys near-absolute immunity from discovery and is discoverable only in extraordinary circumstances."). Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Agent further objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at

issue in this lawsuit, and its subject matter is not limited to Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm.

Subject to and without waiving said objections, Agent has none in his possession, custody, or control, and refers Plaintiffs to State Farm's responses to Plaintiffs' discovery.

INTERROGATORY NO. 22: Identify with specificity and in detail the training which State Farm provided to you concerning the assessing the condition of residential roofs and/or assessment of wind- and or hailstorm damage to any such roof of a policyholder, including but not limited to any training which refers to You as a "front-line underwriter" for State Farm. For example, attached as Ex. 1 to these requests is State Farm's "Inspection Process" job aid which refers to You as a "front line underwriter" with duties to inspect the property at procurement and renewal.

ANSWER TO INTERROGATORY NO. 21: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of this case, considering the importance of the stakes in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed

discovery outweighing its likely benefit. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to this request to the extent it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, none. Agent and his agency were not involved in any assessment of the condition of the roof of Plaintiffs' property.

INTERROGATORY NO. 23: Identify any training in which You have participated that was created, hosted, facilitated, provided, and/or delivered by Haag, Haag Engineering, or Haag Education.

ANSWER TO INTERROGATORY NO. 22: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery

outweighing its likely benefit. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to this request to the extent it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, none.

INTERROGATORY NO. 24: Identify with specificity and in detail all training and related materials which You have received in conjunction with Your position as a State Farm Agent, including the approximate date of each.

ANSWER TO INTERROGATORY NO. 23: Agent objects to this request on the grounds that it seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as lacking specificity, especially, as to

the terms and phrase "training and related materials," which is undefined. Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway*, Inc., No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013).

Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit. Agent objects to this request on the grounds that it is overly broad due to the use of the term "all" with respect to the broad categories of information requested.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to this request to the extent it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states, upon starting his employment with State Farm in January 1, 1996, Agent completed training courses, to which he no longer has access nor any such information or document in his possession, custody or control.

INTERROGATORY NO. 25: Describe with specificity and in detail any training programs, manuals, memoranda, or any other educational/training materials provided to you by State Farm or which you otherwise rely/relied upon with respect to procuring State Farm homeowners policies, including adherence to underwriting guidelines before the inception of a policy of insurance.

ANSWER TO INTERROGATORY NO. 24: Agent objects to this request on the grounds that it seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as lacking specificity, especially, as to the terms and phrase "training and related materials," which is undefined. Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway*, Inc., No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013).

Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit. Agent objects to this request on the grounds that it is overly broad due to the use of the term "all" with respect to the broad categories of information requested.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to this request to the extent it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states, upon starting his employment with State Farm in January 1, 1996, Agent completed training courses, to which he no longer has access nor any such information or document in his possession, custody or control.

INTERROGATORY NO. 26: Describe with specificity and in detail Your involvement with marketing, selling, procuring, binding, issuing underwriting, renewing, and/or modifying the Policy.

ANSWER TO INTERROGATORY NO. 25: Agent objects to this request on the grounds that it seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim in this lawsuit.

Agent further objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Subject to said objections, Agent states that, as he understands this request and in the best of his knowledge and recollection, Agent had no personal involvement

in the underwriting process of Plaintiffs' subject policy, including renewing or modifying the policy, and has no such information or documents in his possession, custody, or control. To Agent's recollection, he has not had any communications with the Plaintiffs. Agent believes Insurance Account Representative Brenda Reed took the application for the subject policy and used the Verisk 360Value estimating tool to calculate the estimated replacement cost, which was conveyed to the customer as a resource for their consideration for coverage. Sue Welty communicated with Plaintiffs on or about May 30, 2024 regarding the reported May 21, 2024 hail event, possible roof damage, whether Plaintiffs wished to pursue a claim, and mitigation or repair of any reported leak.

INTERROGATORY NO. 27: Identify with specificity what reinspection schedules exist at State Farm, including but not limited to what reinspection schedule and zone pertains to Plaintiffs' insured property. For example, attached as Ex. 1 to these requests is State Farm's "Inspection Process" job aid, which states "[b]y properly inspecting each risk prior to binding coverage and by following the reinspection schedule of your zone, we can insure that each and every risk State Farm insures is properly insured."

ANSWER TO INTERROGATORY NO. 26: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery

outweighing its likely benefit. Agent objects to the extent this request implies duties not recognized under Oklahoma law. Agent objects to this request as vague and lacking specificity. Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to this request to the extent it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states that, as he understands this request and to the best of his knowledge and recollection, he was not involved in any

reinspection scheduling process for Plaintiffs' insured property and has no responsive information or documents in his possession, custody, or control.

INTERROGATORY NO. 28: Identify with specificity any guidelines or training on how often underwriting surveys are conducted at renewal, including but not limited to the underwriting surveys (such as the one attached as Ex. 2).

ANSWER TO INTERROGATORY NO. 27: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiff, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v.*

Farmers Ins., 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states that, as he understands this request and to the best of his knowledge and recollection, Agent had no involvement in timing

of underwriting surveys at renewal, and has no such information or documents in his possession, custody, or control.

INTERROGATORY NO. 29: Describe any and all underwriting You did before procuring coverage for Plaintiffs' insured property.

ANSWER TO INTERROGATORY NO. 28: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiff, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original).

Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states that, as he understands this request and to the best of his knowledge and recollection, Agent had no personal involvement in the underwriting process of Plaintiffs' subject policy, including policy renewal or

modification, and has no such information or documents in his possession, custody, or control. Agent believes Insurance Account Representative Brenda Reed took the application for the subject policy and used the Verisk 360Value estimating tool to calculate the estimated replacement cost, which was conveyed to the customer as a resource for their consideration for coverage.

INTERROGATORY NO. 30: Describe any and all underwriting You did before renewing Plaintiffs' policy each year.

ANSWER TO INTERROGATORY NO. 29: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiff, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and

coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent states that, as he understands this request and to the best of his knowledge and recollection, Agent had no involvement in the renewal process of Plaintiffs' subject policy and has no such information or documents in his possession, custody, or control.

REQUESTS FOR PRODUCTION

REQUEST NO. 1: Produce all Documents You referenced, relied upon, or used in responding to any Discovery Request in this matter.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1: Agent objects to this request because it improperly asks Agent to marshal his evidence and amounts to at least twenty-two (22) separate Requests for Production because it requests documents relied upon in responding to "any" discovery request. Agent objects to the extent the request is overly broad and seeks documents that are irrelevant and not proportional to the needs of the case. Agent objects to this request on the grounds that it seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects as the request is not limited to Plaintiffs' insurance claim at issue in this lawsuit. Agent objects to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Agent objects to this request as vague and lacking specificity and is an improper omnibus discovery request because it uses the terms, "all" and "relied upon." *Perez v. El Tequila LLC*,

No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013).

Agent refers Plaintiffs to his objections and answers to the discovery requests, adopted and incorporated herein.

REQUEST NO. 2: Produce all Documents upon which You relied on to assert or support each of Your affirmative defenses.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2: Agent objects to this request as vague and lacking specificity and is an improper omnibus discovery request because it uses the terms, "all" and "relied upon." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Agent objects to this request to the extent that it seeks information protected by the attorney-client and/or work product privileges. *See Ellison v. Gray*, 1985 OK 35, ¶ 7, 702 P.2d 360, 363 ("Opinion work product . . . enjoys near-absolute immunity from discovery and is discoverable only in extraordinary circumstances."). [Insert Agent] further objects to the request as overly broad and requests him to marshal his evidence and present all relevant evidence in response to a single request, despite discovery having just begun. All facts and history regarding the insurance policy and property, Plaintiffs' conduct and other issues are not fully known. Agent objects to this request to the extent it seeks to impose a burden of proof not contemplated by Oklahoma law.

Subject to said objections, this request is premature in that discovery is in its early stage in this matter, and that Agent does not know any or "all" the documents that may be relevant to this specific matter. This Response will be supplemented in accordance with the Court's Scheduling Order and Oklahoma law.

REQUEST NO. 3: Produce all Documents in your care, custody, and/or control, which You believe are relevant to the allegations in this lawsuit or Your defenses of those allegations.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3: Agent objects to this request as vague and lacking specificity and is an improper omnibus discovery request because it uses the terms, "all" and "which you believe." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Agent objects to this request to the extent that it seeks information protected by the attorney-client and/or work product privileges. *See Ellison v. Gray*, 1985 OK 35, ¶ 7, 702 P.2d 360, 363 ("Opinion work product . . . enjoys near-absolute immunity from discovery and is discoverable only in extraordinary circumstances."). Agent further objects to the request as overly broad and requests him to marshal his evidence and present all relevant evidence in response to a single request, despite discovery having just begun. All facts and history regarding the insurance policy and property, Plaintiffs' conduct and other issues are not fully known. Agent objects to this request to the extent it seeks to impose a burden of proof not contemplated by Oklahoma law.

Subject to said objections, this request is premature in that discovery is in its early stage in this matter, and that Agent does not know any or "all" the documents that may be relevant to this specific matter. This Response will be supplemented in accordance with the Court's Scheduling Order and Oklahoma law.

REQUEST NO. 4: For each of Your expert witnesses, produce:

a) All documents upon which Your expert is relying to support his or her opinions;

b) All notes, reports, correspondence, e-mails, or documentation of any kind between You, Your counsel, Your agents, and the expert, pertaining to this matter;

c) A complete copy of all billing records pertaining to this matter;

d) All exhibits or demonstrative evidence You or Your expert intends to utilize during his or her deposition or trial testimony;

e) A list of all publications authored by the expert witness within the preceding ten years, together with copies of any such publications not readily accessible;

f) Curriculum Vitae;

g) A listing of any other cases in which the expert witness has testified as an expert at trial or by deposition within the preceding ten years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4: Agent objects to the extent the request seeks documentation and information that is not discoverable under 12 O.S. § 3226. Agent objects to this request to the extent that it seeks

information protected by the attorney-client and/or work product privileges. *See Ellison v. Gray*, 1985 OK 35, ¶ 7, 702 P.2d 360, 363 ("Opinion work product . . . enjoys near-absolute immunity from discovery and is discoverable only in extraordinary circumstances.").

Agent has not yet identified what experts he may call at trial, and further objects to this request to the extent it seeks disclosure of information for individuals who have not been identified as testifying experts. 12 O.S. § 3226. If Agent does retain any testifying experts, he will supplement his response in accordance with the Court's Scheduling Order and as required by the Oklahoma Discovery Code.

REQUEST NO. 5: Produce Your full and complete Agency File relating to Plaintiffs, including all Documents, electronic information, and Communications.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5: Agent objects to the request as overly broad, vague, and ambiguous, especially in its request for an "Agency File." *See above* **Objection to Plaintiffs' Definition – "Agency File."** Agent objects to this request to the extent that it seeks information protected by the attorney-client and/or work product privileges. *See Ellison v. Gray*, 1985 OK 35, ¶ 7, 702 P.2d 360, 363 ("Opinion work product . . . enjoys near-absolute immunity from discovery and is discoverable only in extraordinary circumstances."). Agent further objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in

controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained State Farm.

Subject to said objections, Agent has no such information or documents in his possession, custody, or control.

REQUEST NO. 6: Produce all Communications between You and Plaintiffs.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6: Agent objects to this request as vague and lacking specificity and is an improper omnibus discovery request because it uses the terms, "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Agent further objects to the request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' applicable policy and insurance claim at issue in this lawsuit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored

information in litigation, including the information stored in any repositories maintained by State Farm.

Subject to and without waiving said objections, Agent has no such information or documents in his possession, custody or control.

REQUEST NO. 7: Produce all Communications between You and State Farm regarding Plaintiffs, the Dwelling, and/or the Claim.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7: Agent objects to this request as vague and lacking specificity and is an improper omnibus discovery request because it uses the terms, "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Agent objects to the extent the request seeks documentation and information that is not discoverable under 12 O.S. § 3226.

Agent objects to this request to the extent that it seeks information protected by the attorney-client and/or work product privileges. *See Ellison v. Gray*, 1985 OK 35, ¶ 7, 702 P.2d 360, 363 ("Opinion work product . . . enjoys near-absolute immunity from discovery and is discoverable only in extraordinary circumstances.").

Agent further objects to the request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' applicable policy and insurance claim at issue in this lawsuit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm.

Subject to and without waiving said objections, Agent refers Plaintiffs to State Farm's response to Plaintiffs' discovery.

REQUEST NO. 8: Produce all Documents You use to market, sell, or promote State Farm homeowners' insurance products to consumers.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. It is unlimited in scope and is not limited to the policy purchased by Plaintiff herein. Agent objects to the request as vague, ambiguous, and lacking specificity. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm.

Subject to said objections, Agent has no such information or documents in his possession, custody or control. Any documents used would have been provided by State Farm.

INTERROGATORY NO. 31:[1] Produce all training Documents, including manuals and/or resource materials, which State Farm has provided to relating in any way to homeowners' insurance products.

ANSWER TO INTERROGATORY NO. 30: To the extent the request is an Interrogatory, Defendant objects to the extent it exceeds the number permitted by the Oklahoma Discovery Cod. That statute limits a party to no more than thirty (30) interrogatories, including discrete subparts, absent a stipulation or leave of court. Plaintiffs' interrogatories exceed that limit, and no stipulation or court order authorizing additional interrogatories has been obtained. Accordingly, Defendant

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1 Plaintiffs included Interrogatory No. 31 in the Request for Production section. It is framed as a request for production and appears to be a typo.

objects to and will not respond to any interrogatories exceeding the permissible number.

Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as lacking specificity, especially, as to the terms "resource materials" and "relating in any way," which are undefined. Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013).

Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit. Agent objects to this request on the grounds that it is overly broad due to the use of the term "all" with respect to the broad categories of documents requested.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored

information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to this request to the extent it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent has no such information or documents in his possession, custody or control.

REQUEST NO. 9: Produce all Documents containing any State Farm underwriting guidelines, rules, criteria, procedures, protocols, or methodologies, which State Farm has provided to You, relating in any way to homeowners' insurance products. This includes discovery such as Ex. 1 to these requests, which is State Farm's "Inspection Process" job aid, which states "[b]y properly inspecting each risk prior to binding coverage and by following the reinspection schedule of your zone, we can insure that each and every risk State Farm insures is properly insured." This also includes discovery like underwriting surveys (such as the one attached as Ex. 2).

RESPONSE TO REQUEST FOR PRODUCTION NO. 9: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla.

Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013).

Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit. Agent objects to this request on the grounds that it is overly broad due to the use of the term "all" with respect to the broad categories of documents requested.

Agent objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to this request to the extent it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

REQUEST NO. 10: Produce Your complete training transcript reflecting all training courses or curriculum You have taken.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to

this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs, Plaintiffs' insurance policy in effect on the date of loss, or Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to this request to the extent it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

REQUEST NO. 11: Produce all Documents reflecting or relating to any inspection of the Dwelling, which You conducted, commissioned, and/or reviewed.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity. Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014);

Howard v. Segway, Inc., No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Due to the overly broad nature of this request, it is also a potential invasion of the attorney-client privilege and the work product doctrine.

Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' insurance claim at issue in this lawsuit.

Agent further objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has

concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent has no such information or documents in his possession, custody, or control.

REQUEST NO. 12: Produce all Documents setting forth the method by which State Farm requires You to determine the replacement cost value of a dwelling.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity. Agent objects to this request as an

improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Due to the overly broad nature of this request, it is also a potential invasion of the attorney-client privilege and the work product doctrine.

Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' insurance claim at issue in this lawsuit.

Agent further objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. [Insert Agent] objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent has no such information or documents in his possession, custody, or control.

REQUEST NO. 13: Produce all Documents relating in any way to inspections of property to be insured, whether an inspection of the risk is to be conducted by the agent, and if so, when and how the same is to be performed and documented. This includes any documents which refer to You as a "front line underwriter."

RESPONSE TO REQUEST FOR PRODUCTION NO. 13: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity. Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Due to the overly broad nature of this request, it is also a potential invasion of the attorney-client privilege and the work product doctrine.

Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' insurance claim at issue in this lawsuit.

Agent further objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v.*

Farmers Ins., 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent has no such information or documents in his possession, custody, or control.

REQUEST NO. 14: Produce all Documents memorializing, referencing, consisting of, or making part of any agent appointment agreements, or the equivalent thereof, between You and State Farm.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit or Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

REQUEST NO. 15: Produce all Documents related to any agreement or contract that You have with State Farm. This includes, but is not limited to, indemnity agreements, service agreements, and/or compensation agreements.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit or Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

REQUEST NO. 16: Produce full and complete copies of all Enterprise Reports, performance evaluation, audits, or the equivalent thereof, for You from 2013 to present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case,

considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity.

Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Due to the overly broad nature of this request, it is also a potential invasion of the attorney-client privilege and the work product doctrine. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' insurance claim at issue in this lawsuit. Due to the overly broad nature of this request, it is also a potential invasion of the attorney-client privilege and the work product doctrine.

Agent further objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original).

Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent has no such information or documents in his possession, custody, or control.

REQUEST NO. 17: Produce all Documents related to any complaints filed against you with your office or staff, with State Farn, and with any department or commissioner of insurance in any State.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity.

Agent objects to this request as an improper omnibus discovery request because it uses the term "all." *Perez v. El Tequila LLC*, No. 12-CV-588-JED-PJC, 2014 WL 541766, at *8 (N.D. Okla. Oct. 20, 2014); *Howard v. Segway, Inc.*, No. 11-CV-688-GKF-PJC, 2013 WL 869955, at *2 (N.D. Okla. Mar. 7, 2013). Due to the overly broad nature of this request, it is also a potential invasion of the attorney-client privilege and the work product doctrine. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' insurance claim at issue in this lawsuit. Due to the overly broad nature of this request, it is also a potential invasion of the attorney-client privilege and the work product doctrine.

Agent further objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under

their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

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Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories

maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent has no such information or documents in his possession, custody, or control.

REQUEST NO. 18: Produce all Documents related in any way to State Farm's coverage for roofs, including (but not limited to) Documents purporting to coach or train You to discuss roofing coverage with insureds, including but not limited to any "hygiene tactics."

RESPONSE TO REQUEST FOR PRODUCTION NO. 18: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored

information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent has no such information or documents in his possession, custody, or control.

REQUEST NO. 19: Produce all Documents related in any way to State Farm's indemnity of claims for damage to roofs, including (but not limited to) Documents purporting to coach or train You to discuss roofing claims with insureds.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' insurance claim at issue in this lawsuit.

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored

information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent has no such information or documents in his possession, custody, or control.

REQUEST NO. 20: Produce full and complete copies of any information You have transmitted to or received from the Lexis Nexis/C.L.U.E. database regarding Plaintiffs, the Claim, and/or the Dwelling.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' insurance claim at issue in this lawsuit.

Agent further objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to

procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks

confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent has no such information or documents in his possession, custody, or control.

REQUEST NO. 21: Produce all Documents pertaining to your use of "MyBlock" or "MAX."

RESPONSE TO REQUEST FOR PRODUCTION NO. 21: Agent objects to this request on the grounds that it is overly broad, seeks information not relevant to any party's claim or defense and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery outweighing its likely benefit. Agent objects to this request as vague and lacking specificity. Agent objects to this request because its temporal scope is not limited to the time period of the handling of Plaintiffs' property claim at issue in this lawsuit, and its subject matter is not limited to Plaintiffs' insurance claim at issue in this lawsuit.

Agent further objects to this request as it seeks irrelevant information because Plaintiffs have not alleged that they requested a specific amount of coverage under their policy. Oklahoma courts recognize a duty on the part of insurance agents to procure insurance. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, 13, 979 P.2d 266, 269. However, "insurance agents need only offer coverage mandated by law and coverage for the needs that are disclosed by the insureds, and this duty is not

expanded by general requests for 'full coverage' or 'adequate coverage.'" *Rotan v. Farmers Ins.*, 2004 OK CIV APP 11, ¶ 4, 83 P.3d 894, 895 (emphasis original). Further, "insurance companies [and] their agents [do not] have a duty to advise an insured with respect to his insurance needs." *Id.* at ¶ 2, 83 P.3d at 895 (citing *Muggenborg v. Ellis*, 2002 OK CIV APP 88, ¶ 7, 55, P.3d 452, 453). As such, there is no duty for an insurer or an insurance agent to provide for a specific amount of coverage when the insured only makes a general request.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct-sales, pricing and underwriting practices . . . [m]oreover, the Oklahoma Supreme Court has concluded that the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract." *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation modified).

Agent objects to this request to the extent it seeks documents or electronically stored information of State Farm. Agent does not have authority from any State Farm entity to provide or produce State Farm documents or electronically stored information in litigation, including the information stored in any repositories maintained by State Farm. Agent objects to the request to the extent that it seeks confidential, proprietary business information and trade secrets that are the sole and exclusive property of State Farm, which Agent has no legal authority to produce.

Subject to said objections, Agent has no such information or documents in his possession, custody, or control.

REQUESTS FOR ADMISSION

ADMISSION NO. 1: Admit Plaintiffs have paid premiums in full on the Policy.

RESPONSE TO REQUEST NO. 1: Agent objects to this request to the extent it is overly broad in time and scope. Subject to said objections and the General Objections, Agent would refer Plaintiffs to State Farm's Response to Plaintiffs' Request for Admission No. 8, adopted and incorporated herein. Specifically, State Farm admits the policy was in force on the dates of loss.

ADMISSION NO. 2: Admit Plaintiffs notified State Farm of the loss pertinent to the present action as required under the Policy.

RESPONSE TO REQUEST NO. 2: Agent has made reasonable inquiry and information known or readily obtainable by him is insufficient to enable him to admit or deny; therefore, Agent denies.

ADMISSION NO. 3: Admit You bound coverage on the Dwelling without performing an inspection thereof.

RESPONSE TO REQUEST NO. 3: Agent objects to the request as vague and to the extent the request implies any duty of this Agent to the Plaintiffs to inspect. Subject to said objections, Agent had no personal involvement in the underwriting process of Plaintiffs' subject policy. Agent believes Insurance Account Representative Brenda Reed took the application for the subject policy and used the

Verisk 360Value estimating tool to calculate the estimated replacement cost, which was conveyed to the customer as a resource for their consideration for coverage. Agent admits that he nor anyone from his agency inspected the property at 1901 S. Dogwood Pl, Broken Arrow, OK 74012. All remaining matters are denied.

ADMISSION NO. 4: Admit You renewed the Policy without confirming the condition of the Dwelling.

RESPONSE TO REQUEST NO. 4: Agent objects to the request as vague and to the extent the request implies any duty of this Agent to the Plaintiffs to inspect and any implication that he was responsible for renewing the policy. Subject to said objections, Agent admits only that he nor anyone from his agency inspected the property at 1901 S. Dogwood Pl, Broken Arrow, OK 74012. All remaining matters are denied.

ADMISSION NO. 5: Admit Plaintiffs complied with the provisions of the Policy with regard to filing a claim for loss.

RESPONSE TO REQUEST NO. 5: Agent objects to the request as vague and to the extent it requests a legal conclusion. Subject to said objections, Agent has made reasonable inquiry and the information known or readily obtainable by the party is insufficient to enable him to admit or deny; therefore, denied.

ADMISSION NO. 6: Admit You are aware State Farm uses Haag to train its claim handlers on adjusting of roof damage claims.

RESPONSE TO REQUEST NO. 6: Denied.

ADMISSION NO. 7: Admit You are aware State Farm has reduced coverage

available for total roof replacements since 2020.

RESPONSE TO REQUEST NO. 7: Denied.

Respectfully submitted,

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Attorneys for State Farm Fire and Casualty Company

CERTIFICATE OF MAILING

I do hereby certify that on July 14, 2026, a true, correct and exact copy of the above and foregoing document was served by placing same in the United States mail, with proper postage thereon duly prepaid, to those parties as listed below:

Reggie N. Whitten
Michael Burrage
Blake Sonne
Hannah Whitten
John S. Sanders
Jake Denne
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and

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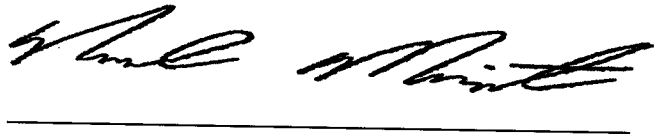
and

Patrick F. Collogan
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Gentner Drummond
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Attorneys For Intervenor Plaintiff



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

(1) BILLY HURSH, and (2) LACY HURSH, Plaintiffs, v. (1) STATE FARM FIRE AND CASUALTY COMPANY, (2) MARK D. WELTY, and (3) MARK D. WELTY INSURANCE AGENCY, INC., Defendants.	)	Case No. CJ-2025-2626

VERIFICATION

I, Mark D. Welty, being first duly sworn, state that I verify the answers to the interrogatories in Defendants Mark D. Welty and Mark D. Welty Insurance Agency, Inc.'s Responses to Plaintiffs' First Interrogatories, which have been assembled with the assistance of counsel; and that the facts and matters set forth herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Mark D. Welty

Mark D. Welty

Tulsa, Oklahoma

City, State

07/13/2026

Date

Replacement Cost Estimate for:

HURSH, BJ & LACY M

Estimate R8P8-U9MA-9 (v.2)

360Value

Agent: Mark Welty

Owner Information

Name: **HURSH, BJ & LACY M**
Street: **1901 S DOGWOOD PL**
City, State ZIP: **BROKEN ARROW, OK 74012**
Country: **USA**
Policy #: **26-F-36-CLH107-4**

Date Entered: 05/28/2020
Date Calculated: 05/28/2020
Created By: brenda reed
Last Modified By: Mark Welty

General Information

Number of Stories: **100% 1 ½ Stories (Attic)**
Use: **Single Family Detached**
Percent of half story or attic that is finished: 100%
Site Access: Average - No Unusual Constraints

Sq. Feet: **2720**
Year Built: **1995**
Home Quality Grade: **Standard**

Foundation

Foundation Shape: 4-5 Corners - Square/Rectangle
Foundation Material: 100% Concrete

Foundation Type: **100% Concrete Slab**
Property Slope: None (0 - 15 degrees)

Exterior

Roof Shape: Hip
Roof Construction: 100% Wood Framed
Exterior Wall Construction: 100% Wood Framing

Number of Dormers: 0
Roof Cover: **100% Composition - Architectural Shingle**
Exterior Wall Finish: **30% Siding - Hardboard/Masonite, 70% Brick Veneer**

Interior

Average Wall Height: 8
Floor Coverings: **80% Carpet, 20% Tile - Ceramic**
Ceiling Finish: 100% Paint

Interior Wall Material: 100% Drywall
Interior Wall Finish: 75% Paint, 25% Wallpaper

Rooms

Kitchens: **1 Medium - (11'x10')**
Bedrooms: **3 Medium - (10'x10'), 1 Large - (14'x12')**
Dining Rooms: 1 Small - (14'x10')
Laundry Rooms: 1 Small - (7'x5')
Nooks: 1 Small - (8'x6')
Walk-In Closets: 1 Small - (7'x5'), 1 Medium - (10'x8')

Bathrooms: **1 Half Bath, 2 Full Bath**
Living Areas: 1 Small - (14'x10'), 1 Medium - (18'x12')
Entry/Foyer: 1 Medium - (10'x10')
Hallways: 1 Small - (10'x3')
Utility Rooms: 1 Large - (12'x10')
Pantries: 1 Medium - (10'x8')

Room Details

Kitchen (Above Ground Room):
- Quality Adjustment: None
- Appliances: 1 Garbage Disposal, 1 Dishwasher, 1 Space Saver Microwave, 1 Built-in Range
- Cabinets: Peninsula Bar

Size: **Medium**
Counters: **100% Plastic Laminate**

Bath (Above Ground Room):
- Quality Adjustment: None
- Type: Half Bath

Size: Medium
Vanity Tops: 100% Plastic Laminate

Bath (Above Ground Room):
- Quality Adjustment: None
- Type: Full Bath
- Fixtures: 1 Ceramic Tile Tub/Shower Surr.

Size: Medium
Vanity Tops: 100% Plastic Laminate

Bath (Above Ground Room):
- Quality Adjustment: None
- Type: Full Bath
- Fixtures: 1 Ceramic Tile Tub/Shower Surr.

Size: Medium
Vanity Tops: 100% Plastic Laminate

Bedroom (Above Ground Room):
- Quality Adjustment: None

Size: Medium

Bedroom (Above Ground Room):
- Quality Adjustment: None

Size: Medium

Bedroom (Above Ground Room):
- Quality Adjustment: None

Size: Medium

Bedroom (Above Ground Room):
- Quality Adjustment: None

Size: Large

Living Area (Above Ground Room):
- Quality Adjustment: None

Size: Small

EXHIBIT 5

Living Area (Above Ground Room):
Quality Adjustment: None — Size: Medium
Dining Room (Above Ground Room):
Quality Adjustment: None — Size: Small
Entry/Foyer (Above Ground Room):
Quality Adjustment: None — Size: Medium
Laundry Room (Above Ground Room):
Quality Adjustment: None — Size: Small
Hallway (Above Ground Room):
Quality Adjustment: None — Size: Small
Nook (Above Ground Room):
Quality Adjustment: None — Size: Small
Utility Room (Above Ground Room):
Quality Adjustment: None — Size: Large
Walk-In Closet (Above Ground Room):
Quality Adjustment: None — Size: Small
Walk-In Closet (Above Ground Room):
Quality Adjustment: None — Size: Medium
Pantry (Above Ground Room):
Quality Adjustment: None — Size: Medium

Attached Structures

Garage #1:
Cars: **3 Car (673 - 780 sq. ft.)** — Style: **Attached / Built-In**
Living Area above Garage: **25%**
Porch #1:
Square Footage: **40** — Material: Concrete Porch
Covered: 100% — Enclosed: 0%
Outdoor Fireplace: No
Patio #1:
Square Footage: **145** — Material: **Concrete Patio**
Covered: 100% — Enclosed: 0%
Outdoor Fireplace: No

Systems

Heating: **1 Forced Air Heating System** — Air Conditioning: **1 Central Air Conditioning**
Fireplace #1:
Type: **Zero Clearance Fireplace** — Fireplace Details: 1 Mantel, 1 Brick Face

Home Features

Exterior Doors: 3 Exterior Doors, 2 Sliding Patio Door — Electrical Features: 1 Electrical Service Size - 200 amp
Lighting: 1 Ceiling Fan

Windows

20 Vinyl Horizontal Sliding Medium (12 - 23 SF)

Estimated Replacement Cost (Calculated Value)

Calculated Value: **$295,000.00**

(Replacement cost includes all applicable permits, fees, overhead, profit, and sales tax. Report values in bold were confirmed or modified by the user. Values in regular font were prefilled based on the address and/or 360Value assumption models.)

This Xactware estimate provides an estimated replacement cost based on the information you provided about the age, style, size, and features of the building. The more information you provide, the more the estimate will reflect the individual characteristics of the building. The estimate is based on certain assumptions and generalities about construction costs. This estimate is also based on material and labor costs as determined by Xactware pricing surveys. This is a general estimate provided for State Farm® customers and should not be considered to be a professional replacement cost survey of the building.

You are not allowed to resell or redistribute the information contained in this report for any profit-related or data-aggregation purposes.

StateFarm®

Certified Policy Record

I, the undersigned, do hereby confirm that I am custodian of the records pertaining to the issuance of policies by State Farm Fire and Casualty Company.

I received the request for a true and accurate record of the terms and conditions of Policy Number 36-CL-H107-4 including any endorsements, if applicable, for the policy term(s) 06/26/2023 to 06/26/2024 and insuring HURSH, BJ & LACY M based on available records.

However, I am unable to provide a complete record as the information is not available.

The following documents are not available:
Changes to the additional interest lienholder may have occurred during the policy term.

All other policy information is accurate, as indicated on the Declarations page for the policy term(s) 06/26/2023 to 06/26/2024.

The policy was in effect on the loss date of 10/04/2023.

Codie Harris

Codie Harris
Underwriter
Date: 04/30/2025

EXHIBIT 6

1011493

2000 157822 200 02-09-2022

ate Farm Fire and Casualty Company
Stock Company With Home Offices in Bloomington, Illinois

) Box 2356
oomington IL 61702-2356

POLICY NUMBER	36- 107-4
HOMEOWNERS AVAILABLE COVERAGE NOTICE	
	SEE RENEWAL DECLARATIONS

:1 H-26-2BEF-FA43 F HW
001729 3200
JRSH, BJ & LACY M
901 S DOGWOOD PL
ROKEN ARROW OK 74012-6345

ortant that you occasionally review the coverage s and limits in your Homeowners policy to be certain your needs g met. The following information will assist you in the review process.

erage limits for Coverage A - Dwelling, Coverage B - Personal Property, Coverage L - Personal Liability, and je M - Medical Payments to Others are listed on the accompanying renewal declarations. Please review these determine if they are adequate in the event of a loss.

owing is a **partial list** of the optional coverages you have **not** added to your policy. They may be available to you for um adjustment.

ss Property (for higher limits)

ss Pursuits Liability (for teachers, school administrators, sales persons, and clerical employees)

are Liability (for those providing child care in their home)

ıake (for damage to buildings and personal property caused by an earthquake)

ıs (for broadened coverage and higher limits)

:vent, Identity Restoration, and Fraud Loss

ıtal Business Liability (for those with an incidental office, studio, or school in the home)

y and Furs (for broadened coverage and higher limits)

ssessment (for neighborhoods with Homeowners Associations)

' Professional Liability (for those in the nursing profession)

al Injury (for your liability to others caused by certain acts of libel, slander, n of privacy, or false arrest)

'are/Goldware (for broadened coverage and higher limits)

ay Care Liability (for those providing adult day care in their home)

Efficiency Upgrade (for replacing damaged heating unit, air conditioning unit, or water

Continued on Reverse Side

MAY 08 2023 **Agent Telephone** MARK D WELTY INS AGENCY INC (918) 627-1833 or (918) 627-1003 Prepared

420 I
SA,GB,R3,EH

SF.HUR

with equipment that is more energy efficient

Rental (for those who rent out their home for more than 30 nights yearly)

ed Personal Property (for higher limits above the standard policy limit, which is a percentage Coverage A-Dwelling amount)

tice contains only a general description of the coverages and is not a contract. All coverages are subject to visions in the policy itself. Should you have a need for any of these coverages or high er limits, contact your State gent to discuss details, cost and eligibility.

IMPORTANT INFORMATION ABOUT DAMAGE CAUSED BY FLOODING

icy does not cover damage to your property caused by flooding. You may be eligible for such coverage through the Flood Insurance Program ("NFIP"), if you live in a participating community. For more information, contact your rm® agent or visit floodsmart.gov.

ate Farm Fire and Casualty Company
Stock Company With Home Offices in Bloomington, Illinois

) Box 2356
oomington IL 61702-2356

StateFarm®

H-26-2BEF-FA43 F HW
3200
JRSH, BJ & LACY M
901 S DOGWOOD PL
ROKEN ARROW OK 74012-6345

RENEWAL DECLARATIONS

AMOUNT DUE: **None**
Payment is due by **TO BE PAID BY MORTGAGEE**

Policy Number: 36-CL-H107-4

Policy Period: 12 Months
Effective Dates: JUN 26 2023 to JUN 26 2024
The policy period begins and ends at 12:01 am standard time at the residence premises.

eowners Policy

on of Residence Premises
S DOGWOOD PL
EN ARROW OK 74012-6345

Your State Farm Agent
MARK D WELTY INS AGENCY INC
5520 S MEMORIAL DR
TULSA OK 74145-9018

Phone: (918) 627-1833 or (918) 627-1003

ruction: Masonry Veneer
Built: 1995

Roof Material: Composition Shingle
Roof Installation Year: 2010

atic Renewal
POLICY PERIOD is shown as **12 MONTHS,** this policy will be renewed automatically subject to the premiums, rules, rms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lien- written notice in compliance with the policy provisions or as required by law.

ITANT MESSAGES

ge A has increased $2,600.00 over last year.
help us update the data used to determine your premium. Contact your agent with the year each of me's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

UM

Premium	$2,250.00
remium has already been adjusted by the following:	
Auto Discount Claim Record Discount	
Customer	
remium	**$2,250.00**

MAY 08 2023

Thanks for letting us serve you...

420 I
SA,GB,R3,EH

(o1F1080B) 04-04-2016

SF.HURS

D INSURED

H, BJ & LACY M

MORTGAGEE AND ADDITIONAL INTERESTS

Mortgagee
PHH MORTGAGE SERVICES
ITS SUCC AND/OR ASSIGNS
PO BOX 5954
SPRINGFIELD OH 45501-5954

Loan Number: [redacted]

)N I - PROPERTY COVERAGES AND LIMITS

ıge	Limit of Liability
lling	$ 363,700
Structures	$ 36,370
onal Property	$ 272,775
; of Use	$ 109,110
onal Coverages	
Reward	$1,000
Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	$1,000
Removal	Additional 5% available/$1,000 tree debris
epartment Service Charge	$500 per occurrence
il Release	$10,000
and Remote Devices	$1,000
Shrubs, and Landscaping	5% of Coverage A amount/$750 per item

)N II - LIABILITY COVERAGES AND LIMITS

ıge	Limit of Liability
onal Liability (Each Occurrence)	$ 300,000
ge to the Property of Others	$ 1,000
lical Payments to Others (Each Person)	$ 3,000

TION

n Coverage Index: 312.5

:TIBLES

n I Deductible	Deductible Amount
ses 1%	$ 3,637

SETTLEMENT PROVISIONS

placement Cost - Similar Construction
nited Replacement Cost - Coverage B

MAY 08 2023

StateFarm®

FORMS, OPTIONS, AND ENDORSEMENTS

HW-2136	Homeowners Policy
Option ID	Increase Dwlg up to $72,740
Option OL	Ordinance/Law 10%/ $36,370
Option JF	Jewelry and Furs $1,500 Each Article/$2,500 Aggregate
HO-2310.1	Amendatory Endorsement
HO-2441.2	Home Systems Protection
HO-2442.2	Service Line Coverage
HO-2444.2	Back-Up Of Sewer Or Drain - 10% of Coverage A/$ 36,370

ADDITIONAL MESSAGES

State Farm® works hard to offer you the best combination of price, service, and protection. The amount you pay for homeowners insurance is determined by many factors such as the coverages you have, the type of construction, the likelihood of future claims, and information from consumers reports.

Other limits and exclusions may apply - refer to your policy

Your policy consists of these Declarations, the Homeowners Policy shown above, and any other forms and endorsements that apply, including those shown above as well as those issued subsequent to the issuance of this policy.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Yowell
Secretary

Michael J. Tipsord
President

SF.HUR

coverage amount....

to you to choose the coverages and limits that meet your needs. We recommend that you purchase a coverage t least equal to the estimated replacement cost of your home. Replacement cost estimates are available from g contractors and replacement cost appraisers, or, your agent can provide an Xactware estimate using ation you provide about your home. We can accept the type of estimate you choose as long as it provides a ıable level of detail about your home. State Farm® does not guarantee that any estimate will be the actual future ɔ rebuild your home. Higher limits are available at higher premiums. Lower limits are also available, which if ɘd may make certain coverages unavailable to you. We encourage you to periodically review your coverages nits with your agent and to notify us of any changes or additions to your home.

MAY 08 2023

553-2634.1

PREMIUM DISCOUNT AVAILABLE FOR USE OF IMPACT-RESISTIVE ROOFING PRODUCTS

te Farm® offers a premium discount for homes that have qualified impact-resistive roofing materials.

derwriters Laboratories (UL) and Factory Mutual (FM) are nationally recognized testing laboratories that develop safety ıdards and test products to verify they meet specific performance standards. Both UL and FM have developed testing ıdards that measure the impact resistance of various roofing materials. The roofing products tested by UL and FM are ɔd from Class 1 to Class 4, with Class 4 providing the greatest roofing protection.

te Farm offers a premium discount when qualified UL certified or FM approved Class 3 or Class 4 roofing materials have n installed on your home. The discount applies to both new and replacement roofs installed since May 1996 with UL tified products, and since July 2005 with FM approved products.

counts are not available for wood roofs, or roofs (other than qualifying metal roofs) that have been overlaid on to existing fing. Discounts are also subject to limitations and may not be available on all UL or FM Class 3 and 4 impact-resistant fing products.

nufacturers continue to bring UL certified and FM approved roofing products to the consumer marketplace. You can visit web site at http://www.statefarm.com/insurance/other/roofinfo.asp for a list of qualifying products in your state.

ou have any questions about the discounts available for installing an impact-resistive roof or to see if your roof qualifies, ase contact your State Farm agent.

is discount program does not constitute an endorsement or any warranty of performance on the part of State Farm any particular roofing product. Please research and determine what roofing material is best suited for your home, ation and environmental conditions.

-2634.1 (C) (12/09)

553-4157

NOTICE TO POLICYHOLDER

a comprehensive description of coverages and forms, please refer to your policy.

icy changes that you requested before the "Date Prepared" on your Renewal Declarations are effective on the renewal date of policy unless indicated otherwise by a separate endorsement, binder or Amended Declarations Page. Any coverage forms or lorsements included with your Renewal Declarations are effective on the renewal date of this policy.

icy changes that you requested after the "Date Prepared" on your Renewal Declarations will be sent to you as an Amended ɔlarations Page or as an endorsement to your policy. You will be billed for any resulting premium increase later.

ɔu have acquired any valuable property items, made any improvements to your home, or have questions about your insurance erage, please contact your State Farm® agent.

-4157 (C)

(CONTINUED)

553-4156

PREMIUM ADJUSTMENT

ırance premiums have been adjusted and continue to reflect the expected cost of claims. Some policyholders will see their miums increase while other policyholders may see their premiums decrease or stay the same. The amount your premium nged, if at all, depends on several factors including the expected claim experience in your area, the coverage you have, and applicable discounts or charges.

enclosed Renewal Declarations reflects your new premium.

te Farm® works hard to offer you the best combination of cost, protection, and service. We will continue doing our best to ke the most effective use of your premium dollars and give you superior service when you need it.

ou have any questions about your premium, or policy coverages, please contact your State Farm agent.

-4156

553-2798.1

IMPORTANT NOTICE ABOUT YOUR POLICY

h our Claim Record Rating Plan, your savings will typically increase the fewer claims you have and the longer you're insured ı State Farm®. We adjust premiums based on the number of claims under the rating plan. Depending on your state, claims ler the plan generally include those resulting in a paid loss and may include weather-related claims where permitted. In lition, any claims with your prior insurer resulting in property damage or injury may also influence your premium.

Loyal Customer Discount provides a premium discount based on the number of years that you have been with us.

more information about whether the Claim Record Rating Plan applies in your state, the claims we consider for the plan, or ether the Loyal Customer Discount is in effect in your state, please contact your State Farm agent.

-2798.1

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This policy is one of the broadest forms available today, and provides you with outstanding value for your insurance dollars. However, we want to point out that every policy contains limitations and exclusions. Please read your policy carefully, especially "Losses Not Insured" and all exclusions.

State Farm® **Homeowners Policy**

Oklahoma
HW-2136

HOMEOWNERS POLICY
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HOMEOWNERS POLICY

AGREEMENT

We agree to provide the insurance described in this policy:

1. based on ***your*** payment of premium, in a form acceptable to ***us***, for the coverages ***you*** chose;
2. based on ***your*** compliance with all applicable provisions of this policy; and
3. based on the information ***you*** have given ***us*** and ***your*** statements in this agreement.

You agree, by acceptance of this policy, that:

1. ***you*** will pay premiums when due and comply with the provisions of this policy;
2. the statements in this agreement are ***your*** statements and are true;
3. ***we*** insure ***you*** on the basis ***your*** statements are true; and
4. this policy contains all of the agreements between ***you*** and ***us*** and any of ***our*** agents.

Unless otherwise indicated in the application, ***you*** state that during the five years preceding the time of ***your*** application for this insurance ***you*** have not had any losses, insured or not.

When ***you*** request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, ***we*** may adjust the premium in accordance with the change during the policy period and ***you*** must pay any additional premium due within the time ***we*** specify.

DEFINITIONS

We define the following words and phrases for use throughout this policy. These definitions apply to the singular, plural, and possessive forms of these words and phrases. Defined words and phrases are printed in bold italics.

1. ***"actual cash value"*** means the value of the damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property, less a deduction to account for pre-loss depreciation. For this calculation, all components of this estimated cost including, but not limited to:
   a. materials, including any tax;
   b. labor, including any tax; and
   c. overhead and profit;

   are subject to depreciation.

   The depreciation deduction may include such considerations as:
   a. age;
   b. condition;
   c. reduction in useful life;
   d. obsolescence; and
   e. any pre-loss damage including wear, tear, or deterioration;

   of the damaged part of the property.
2. ***"bodily injury"*** means physical injury, sickness, or disease to a person. This includes required care, loss of services, and death resulting therefrom.

   Bodily injury does not include:
   a. any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any ***insured*** to any other person;
   b. the actual or alleged exposure to any such disease, bacteria, parasite, virus, or other organism by any ***insured*** to any other person; or
   c. emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury unless it arises out of actual physical injury to some person.
3. ***"building structure"*** means a structure fully enclosed with permanent walls and a roof. A permanent wall or roof does not include any kind of temporary materials including but not limited to tarps, plastic sheeting, or other similar material. A structure that is otherwise fully enclosed with permanent walls and a roof, that is undergoing repairs due to a recent ***loss insured***, using materials such as tarps, plastic sheeting, or other similar material, is still considered a ***building structure***.

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A ***building structure*** includes:

a. the foundation supporting the structure, including:

(1) slabs;

(2) basement walls;

(3) crawl space walls;

(4) footings; and

(5) gravel, stone, or sand, used as fill material and located not more than 12 inches directly below a slab described in item a.(1), including water supply lines, domestic water pipes, and sewer pipes located within this fill material; and

b. wall-to-wall carpeting attached to the structure.

4. ***"business"*** means any full-time or part-time activity, trade, profession, employment, or occupation or a commercial, mercantile, or industrial undertaking of an economic nature. It does not matter whether it is continuous or regular, is a secondary or supplemental source of income, or is an ***insured's*** principal means of livelihood. Profit and profit motive are irrelevant.

Business does not include:

a. volunteer activities for a not-for-profit or non-profit organization or public agency for which no money is received other than payment of expenses;

b. incidental and infrequent personal economic activity such as a hobby, garage or yard sale, or traditional farm activities when the farm products are intended only for the personal use of the ***insured***;

c. any occasional or part-time self-employed activity by a person under 19 years of age that involves no employees or subcontracted independent contractors and is a type of activity normally performed by persons under 19 years of age, including but not limited to, child care, lawn mowing, or paper delivery;

d. the ownership, maintenance, or use of systems and equipment used to generate electrical power up to but not exceeding 125 percent of the actual electrical power usage by the ***residence premises*** in the 12-month period prior to the date of the loss; or

e. ownership of the ***residence premises*** by the person or organization shown in the ***Declarations*** as Additional Insured.

5. ***"Declarations"*** means the policy ***Declarations***, any amended ***Declarations***, the most recent renewal ***Declarations***, an Evidence of Insurance form, or any endorsement changing any of these.

6. ***"diminution in value"*** means any reduction in the value of any covered property prior to or following repair or replacement as compared to the value of that property immediately before the loss.

7. ***"dwelling"*** means the ***building structure*** on the ***residence premises*** used as the primary private residence and includes structures attached to the ***dwelling***.

8. ***"fungus"*** means any type or form of ***fungus***, including mold, mildew, mycotoxins, spores, scents, or byproducts produced or released by fungi.

9. ***"insured"*** means:

a. ***you***;

b. ***your relatives***; and

c. any other person under the age of 21 in the care of a person described above.

Under Section II, ***insured*** also means:

d. the person or organization legally responsible for animals or watercraft to which this policy applies. However, the animal or watercraft must be owned by ***you*** or a person included in 9.b. or 9.c. above. A person or organization using or having custody of these animals or watercraft in the course of a ***business***, or without permission of the owner, is not an ***insured***; and

e. with respect to any vehicle to which this policy applies, any person while engaged in ***your*** employment or the employment of a person included in 9.b. or 9.c. above.

10. ***"insured location"*** means:

a. the ***residence premises***;

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b. the part of any other premises, other structures, and grounds used by ***you*** as a residence. This includes premises, structures, and grounds ***you*** acquire while this policy is in effect for ***your*** use as a residence;

c. any premises used by ***you*** in connection with the premises included in 10.a. or 10.b. above;

d. any part of a premises not owned by an ***insured*** but where an ***insured*** is temporarily residing;

e. land owned by or rented to an ***insured*** on which a one or two family dwelling is being constructed as a residence for an ***insured***;

f. individual or family cemetery plots or burial vaults owned by an ***insured***;

g. any part of a premises occasionally rented to an ***insured*** for purposes other than ***business***;

h. vacant land owned by or rented to an ***insured***. For the purposes of this definition, vacant land does not include:

(1) farm land;

(2) land containing a residence; or

(3) land containing fences, corrals, boat docks, tool sheds, barns, grain bins, and similar structures, unless they are used solely for the personal use of the ***insured***; or

i. farm land (without buildings), rented or held for rental to others, but not to exceed a total of 500 acres, regardless of the number of locations.

11. ***"loss insured"*** means a loss as described under **SECTION I – LOSSES INSURED, COVERAGE A – DWELLING** and **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**.

12. ***"motor vehicle"***, when used in Section II of this policy, means:

a. a land ***motor vehicle*** designed for travel on public roads or subject to motor vehicle registration;

b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;

c. a "recreational or utility vehicle" while off an ***insured location***. "Recreational or utility vehicle" means a motorized vehicle designed for recreation or utility purposes, used principally off public roads, and that is owned or leased by an ***insured***. This includes, but is not limited to, a motorized all-terrain vehicle, side-by-side vehicle, utility work vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike, and personal assistive mobility device. "Leased" does not include temporary rental;

d. a "locomotive" while off an ***insured location***. "Locomotive" means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an ***insured***. "Leased" does not include temporary rental;

e. a bulldozer, track loader, backhoe, high-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle, or road building vehicle that is owned or leased by an ***insured*** while off an ***insured location***. "Leased" does not include temporary rental; and

f. any vehicle while being towed or pushed by or carried on a vehicle included in 12.a. through 12.e. above.

The following are not ***motor vehicles***:

a. a boat, camper, home, or utility trailer not being towed or pushed by or carried on a vehicle included in 12.a. through 12.e. above;

b. a motorized land vehicle in storage on an ***insured location*** not intended to be operated for an extended period of time and rendered inoperable by placing the vehicle on blocks or removing parts essential for its operation;

c. a motorized golf cart while used for golfing purposes;

d. a motorized vehicle or trailer designed to assist persons with disabilities that is not designed for travel on public roads or subject to motor vehicle registration; or

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e. a commercially manufactured two, three, or four wheeled personal conveyance powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.

13. ***"occurrence"***, when used in Section II of this policy, means an accident, including accidental exposure to conditions, which first results in:

    a. ***bodily injury***; or

    b. ***property damage***;

    during the policy period. All ***bodily injury*** and ***property damage*** resulting from one accident, series of related accidents, or from continuous and repeated exposure to the same general conditions is considered to be one ***occurrence***.

14. ***"property damage"*** means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any ***insured*** is not ***property damage***.

15. ***"relative"*** means any person related to ***you*** by:

    a. blood;

    b. adoption;

    c. marriage; or

    d. civil union, domestic partnership, or other substantially similar legal relationship that is recognized and valid in the state where, and at the time when, the legal relationship was established;

    and who resides primarily with ***you***.

16. ***"residence 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, who performs duties, including household or domestic services, in connection with the maintenance or use of the ***residence premises***. This includes employees who perform similar duties elsewhere for ***you***. This does not include employees while performing duties in connection with the ***business*** of an ***insured***.

17. ***"residence premises"*** means:

    a. the one, two, three, or four family dwelling, other structures and grounds; or

    b. that part of any other ***building structure***;

    where ***you*** reside and which is shown in the ***Declarations***.

18. ***"State Farm Companies"*** means one or more of the following:

    a. State Farm Mutual Automobile Insurance Company;

    b. State Farm Fire and Casualty Company; and

    c. subsidiaries or affiliates of either 18.a. or 18.b. above.

19. ***"vacant dwelling"*** means:

    a. a dwelling:

        (1) that has not been occupied as a residence for more than 30 consecutive days immediately before the loss; and

        (2) where a predominant amount of personal property has been removed or is absent such that the dwelling is not functional as a habitual place of residence.

        A dwelling will be considered occupied only if it is being used as a habitual place of residence with ***your*** knowledge and approval.

    b. A dwelling that is under active construction will not be considered a ***vacant dwelling***. A dwelling is under active construction when it is:

        (1) being built as a new structure;

        (2) being repaired due to damage otherwise covered by this policy; or

        (3) undergoing substantial improvements, renovations, remodeling, or modifications;

        and the construction results in substantial continuing activities by persons associated with the construction project at the premises during the relevant time periods.

20. ***"we"***, ***"us"***, and ***"our"*** mean the Company shown in the ***Declarations***.

21. ***"you"*** and ***"your"*** mean the person or persons shown as "Named Insured" in the ***Declarations***. If a "Named Insured" shown in the ***Declarations*** is a human being, then ***you*** and ***your*** include:

    a. a spouse of a "Named Insured";

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b. a party to a civil union with a "Named Insured";

c. a domestic partner of a "Named Insured"; or

d. a person in a substantially similar legal relationship with a "Named Insured";

if such relationship is recognized and valid in the state where, and at the time when, the legal relationship was established, so long as the person in the above relationship resides primarily with that "Named Insured".

DEDUCTIBLE

In case of loss under this policy, ***we*** will pay, subject to specified policy limits, only that part of the amount of the loss that exceeds the deductible amount shown in the ***Declarations***. Deductibles will be applied per occurrence. Deductibles apply to specific losses as described in this policy.

SECTION I – PROPERTY COVERAGES

COVERAGE A – DWELLING

1. **Dwelling.** ***We*** cover the ***dwelling*** and materials and supplies located on or adjacent to the ***residence premises*** for use in the construction, alteration, or repair of the ***dwelling*** or other structures on the ***residence premises***.

2. **Other Structures.** ***We*** cover other structures on the ***residence premises***, separated from the ***dwelling*** by clear space. Structures connected to the ***dwelling*** by only a fence, utility line, or similar connection are considered to be other structures.

   We do not cover other structures:

   a. not permanently attached to or otherwise forming a part of the realty;

   b. used either completely or in part for ***business*** purposes unless such use consists solely of office space for paperwork, computer work, or use of a telephone, and consists solely of activities that are:

      (1) duties of the ***insured's*** employment by another; and

      (2) performed solely by the ***insured***; or

   c. rented or held for rental unless:

      (1) rented to a person who is a tenant of the ***dwelling;***

      (2) rented for use solely as a private garage; or

      (3) rented either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss.

3. **Property Not Covered.** ***We*** do not cover:

   a. land, including the land necessary to support any Coverage A property. ***We*** also do not cover:

      (1) any costs required to replace, rebuild, stabilize, or otherwise restore the land; or

      (2) the costs of repair techniques designed to compensate for or prevent land instability to any property, whether or not insured under Coverage A;

   b. trees, shrubs, live or artificial plants, lawns, or artificial grass, except as provided in **SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping**; or

   c. systems and equipment used to generate electrical power exceeding 125 percent of the actual electrical power usage by the ***residence premises*** in the 12-month period prior to the date of the loss.

COVERAGE B – PERSONAL PROPERTY

1. **Property Covered.**

   a. ***We*** cover personal property owned or used by an ***insured*** while it is anywhere in the world. This includes structures not permanently attached to or otherwise forming a part of the realty. At ***your*** request, ***we*** will cover personal property:

      (1) owned by others while the property is on the part of the ***residence premises*** occupied exclusively by an ***insured***;

      (2) owned by a guest or a ***residence employee***, while the property is in any other residence occupied by an ***insured***; and

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(3) owned by roomers, boarders, tenants, and other residents, any of whom are related to ***you***.

b. ***We*** cover personal property usually located at an ***insured's*** residence, other than the ***residence premises***, for up to $1,000 or 10% of the Coverage B limit, whichever is greater. This limitation does not apply to personal property:

(1) in a newly acquired principal residence for the first 30 days after ***you*** start moving the property there. If the ***residence premises*** is a newly acquired principal residence, personal property in ***your*** immediate past principal residence is not subject to this limitation for the first 30 days after the inception of this policy; and

(2) of a student who is an ***insured*** while located at a residence away from the ***residence premises***.

Special Limits of Liability. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

a. $200 on money, coins, and medals, including any of these that are a part of a collection, bank notes, bullion, gold other than goldware, silver other than silverware, and platinum;

b. $1,500 on property used or intended for use in a ***business***, including merchandise held as samples or for sale or for delivery after sale, while on the ***residence premises***. This coverage is limited to $750 on such property away from the ***residence premises***.

Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage, and is addressed in item c. below;

c. $10,000 on electronic data processing system equipment used or intended for use in a ***business***, including but not limited to computers, tablets, mobile personal communication equipment, global positioning systems, mobile personal electronic devices used for the reproduction of sound, and standard media or non-media equipment for use with the above devices;

d. $1,500 on securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards, and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, and tickets;

e. $1,500 on watercraft of all types and outboard motors, including their trailers, furnishings, and equipment;

f. $1,500 on trailers not used with watercraft;

g. $2,500 on stamps, trading cards, and comic books, including any of these that are a part of a collection;

h. $2,500 for loss by theft of firearms;

i. $2,500 for loss by theft of silverware and goldware;

j. $5,000 on any one article and $10,000 in the aggregate for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging, or other similar article;

k. $1,000 on commercially manufactured two, three, or four wheeled personal conveyances powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour. This does not include such conveyances that are:

(1) designed for assisting persons with disabilities;

(2) not designed for travel on public roads; and

(3) not subject to motor vehicle registration; and

l. $1,000 for loss by theft of jewelry, watches, fur garments and garments trimmed with fur, and precious and semi-precious stones.

2. **Property Not Covered.** ***We*** do not cover:

a. articles separately described and specifically insured in this or any other insurance;

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b. animals, birds, or fish;

c. any engine-propelled or motor-propelled vehicle or machine, including parts, designed for movement on land, except as provided in **Special Limits of Liability**, item k. However, ***we*** do cover those vehicles or machines:

(1) that are:

(a) not designed for travel on public roads; and

(b) not subject to motor vehicle registration;

(2) and that are:

(a) used primarily to service the ***insured location***; or

(b) designed for assisting persons with disabilities;

d. any electronic equipment, devices, or accessories designed for the recording, reproduction, or storage of audio, video, photos, or other data that is permanently installed in or permanently fastened to an engine-propelled or motor-propelled vehicle or hard-wired directly to the vehicle's electrical system. ***We*** also do not cover removable products that may be used with the equipment or devices described above, including but not limited to tapes, discs, videos, or memory cards while in an engine-propelled or motor-propelled vehicle;

e. aircraft and parts. This does not apply to unmanned aircraft systems used as model aircraft and operated solely for recreational or hobby purposes;

f. property of roomers, boarders, tenants, and other residents not related to ***you***;

g. property regularly rented or held for rental to others by an ***insured***. This does not apply to property of an ***insured***:

(1) in a sleeping room when the ***dwelling*** is rented in part, for use as a permanent residence, by either one or two full-time roomers or boarders; or

(2) on the ***residence premises*** if it is rented, either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss;

h. property rented or held for rental to others away from the ***residence premises***;

i. any radio devices or transmitters, global positioning systems, radar or laser detectors, antennas, and all other similar equipment that is permanently installed in or permanently fastened to an engine-propelled or motor-propelled vehicle or that is hard-wired directly to the vehicle's electrical system;

j. books or records of accounts receivable, abstracts or other journals, architectural or technical drawings, card index systems, or other records. This does not apply to any recording or storage media for electronic data processing. ***We*** will cover the cost of blank books, cards, or other blank material plus the cost of labor ***you*** incur for transcribing or copying such records;

k. recording or storage media for electronic data processing that cannot be replaced with property of like kind and quality on the current retail market;

l. purchased or created audio, video, photos, or other data that cannot be replaced with like kind and quality on the current retail market and that is transferred or downloaded onto mobile communication equipment, global positioning systems, or electronic devices designed for the recording, reproduction, or storage of audio, video, photos, or other data;

m. contraband, or any property used in the course of illegal consumption, possession, import, export, or trade;

n. outdoor hardscape property used for aesthetic purposes except as provided in **SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping**; or

o. electronic currency, digital currency, virtual currency, crypto-currency, and other similar mediums of exchange.

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COVERAGE C – LOSS OF USE

The most ***we*** will pay for the sum of all losses combined under **Additional Living Expense**, **Fair Rental Value**, and **Prohibited Use** is the limit of liability shown in the ***Declarations*** for **Coverage C – Loss of Use**.

1. **Additional Living Expense.** When a ***loss insured*** causes the ***residence premises*** to become uninhabitable, ***we*** will pay the reasonable and necessary increase in cost incurred by an ***insured*** to maintain their normal standard of living for up to 24 months. ***Our*** payment is limited to incurred costs for the shortest of:

   a. the time required to repair or replace the premises;

   b. the time required for ***your*** household to settle elsewhere; or

   c. 24 months.

   This period of time is not limited by the expiration of this policy.

   We will not pay more than the limit of liability shown in the ***Declarations*** for **Coverage C – Loss of Use**. Any normal expenses that are reduced or discontinued due to a ***loss insured*** will be subtracted from any amount owed.

2. **Fair Rental Value.** When a ***loss insured*** causes that part of the ***residence premises*** rented to others or held for rental by ***you*** to become uninhabitable, ***we*** will pay its fair rental value. Payment will be for the shortest time required to repair or replace the part of the premises rented or held for rental, but not to exceed 12 months. This period of time is not limited by the expiration of this policy. Fair rental value will not include any expense that does not continue while that part of the ***residence premises*** rented or held for rental is uninhabitable.

3. **Prohibited Use.** ***We*** will pay Additional Living Expense and Fair Rental Value, for a continuous period not to exceed two weeks, beginning when a civil authority issues an order of evacuation or prohibits ***your*** use of the ***residence premises***, provided that:

   a. direct physical damage occurs to any property, other than covered property located on the ***residence premises***, arising from a cause of loss that would be a ***loss insured*** under this policy if the damage had occurred to property on the ***residence premises***;

   b. the ***residence premises*** is within one mile of property damaged by a cause of loss identified in 3.a. above; and

   c. the action of the civil authority is taken in response to:

      (1) dangerous physical conditions resulting from the continuation of the cause of loss identified in 3.a. above;

      (2) dangerous physical conditions resulting from the damage caused by the cause of loss identified in 3.a. above; or

      (3) the need to gain free access to property damaged by the cause of loss identified in 3.a. above.

   We will not pay for loss or expense due to cancellation of a lease or agreement.

SECTION I – ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions, and conditions of this policy.

1. **Debris Removal.** ***We*** will pay the reasonable expenses ***you*** incur in the removal of debris of covered property damaged by a ***loss insured***. This expense is included in the limit applying to the damaged property. The following coverages and limits also apply:

   a. When the amount payable for the property damage plus the debris removal exceeds the limit for damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to **SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping**.

   b. ***We*** will also pay up to $1,000 total for each loss to cover the reasonable expenses ***you*** incur in the removal of tree debris and stumps from the ***residence premises***, unless otherwise excluded. This coverage applies when:

      (1) the tree has caused a ***loss insured*** to Coverage A property; or

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(2) the tree debris felled by windstorm, hail, or weight of snow or ice blocks:

(a) the driveway, on the ***residence premises***, and prevents land ***motor vehicle*** access to or from the ***dwelling***; or

(b) a ramp designed to assist persons with disabilities, on the ***residence premises***, and prevents access to or from a ***building structure***.

2. **Temporary Repairs.** If damage is caused by a ***loss insured***, ***we*** will pay the reasonable and necessary cost ***you*** incur for temporary repairs to covered property to protect the property from further immediate damage or loss. This coverage does not increase the limit applying to the property being repaired.

3. **Trees, Shrubs, and Landscaping.** ***We*** will pay for accidental direct physical loss to outdoor:

a. trees, shrubs, live or artificial plants, and lawns;

b. artificial grass; and

c. hardscape property used for aesthetic purposes not permanently affixed to realty;

on the ***residence premises***, caused by the following perils: **Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles** (not owned or operated by a resident of the ***residence premises***), **Vandalism or malicious mischief**, or **Theft**.

The limit for this coverage, including the removal of debris, will not exceed 5% of the amount shown in the ***Declarations*** for **COVERAGE A – DWELLING**. ***We*** will not pay more than $750 for any one outdoor tree, shrub, plant, or hardscape item, including debris removal expense. This coverage may increase the limit otherwise applicable. ***We*** will not pay for any loss to property grown for ***business*** purposes.

4. **Fire Department Service Charge.** ***We*** will pay up to $500 per occurrence for fire department charges incurred when the fire department is called to save or protect Coverage A property from fire, lightning, or explosion. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.

5. **Property Removed.** ***We*** will pay for any accidental direct physical loss to covered property while being removed from a premises endangered by a ***loss insured***. This coverage also applies to the property for up to 30 days while removed. ***We*** will also pay for reasonable expenses incurred by ***you*** for the removal and return of the covered property. This coverage does not increase the limit applying to the property being removed.

6. **Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money.**

a. ***We*** will pay up to $1,000 for:

(1) the legal obligation of an ***insured*** to pay because of the theft or unauthorized use of credit cards and bank fund transfer cards issued to or registered in an ***insured's*** name. If an ***insured*** has not complied with all terms and conditions under which the cards are issued, ***we*** will not pay for use by an ***insured*** or anyone else;

(2) loss to an ***insured*** caused by forgery or alteration of any check or negotiable instrument; and

(3) loss to an ***insured*** through acceptance in good faith of counterfeit United States or Canadian paper currency.

No deductible applies to this coverage.

We will not pay more than the limit stated above for forgery or alteration committed by any one person. This limit applies when the forgery or alteration involves one or more instruments in the same loss.

b. ***We*** will not pay for loss arising out of ***business*** pursuits or dishonesty of an ***insured***.

c. Defense:

(1) ***We*** may make any investigation and settle any claim or suit that ***we*** decide is appropriate. ***Our*** obligation to defend claims or suits ends when the amount ***we*** pay for the loss equals ***our*** limit of liability.

(2) If claim is made or a suit is brought against an ***insured*** for liability under the Credit Card or Bank Fund Transfer Card coverage, ***we*** will provide a defense. This defense is at ***our*** expense by counsel of ***our*** choice.

(3) ***We*** have the option to defend at ***our*** expense an ***insured*** or an ***insured's*** bank

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against any suit for the enforcement of payment under the Forgery coverage.

7. **Power Interruption.** ***We*** will pay for accidental direct physical loss caused directly or indirectly by a change of temperature that results from power interruption that takes place on the ***residence premises***. The power interruption must be caused by a ***loss insured*** occurring on the ***residence premises***. The power lines off the ***residence premises*** must remain energized. This coverage does not increase the limit applying to the damaged property.

8. **Refrigerated Products.** Coverage B is extended to cover the contents of deep freeze or refrigerated units on the ***residence premises*** for loss due to power failure or mechanical failure. If mechanical failure or power failure is known to ***you***, all reasonable means must be used to protect the property insured from further damage or this coverage is void. Power failure or mechanical failure does not include:
   a. removal of a plug from an electrical outlet; or
   b. turning off an electrical switch unless caused by a ***loss insured***.

   This coverage does not increase the limit applying to the damaged property.

9. **Arson Reward.** ***We*** will pay $1,000 for information that leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the $1,000 limit will not be increased regardless of the number of persons providing information.

10. **Volcanic Action.** ***We*** will pay for accidental direct physical loss to a covered ***building structure*** or covered property contained in a ***building structure*** resulting from the eruption of a volcano when the loss is directly and immediately caused by:
    a. airborne volcanic shock waves;
    b. ash, dust, or particulate matter; or
    c. lava flow.

    We will also pay for the removal of that ash, dust, or particulate matter that has caused accidental direct physical loss to a covered ***building structure*** or covered property contained in a ***building structure***.

    All volcanic eruptions that occur within any 168-hour period will be considered one volcanic eruption.

    This coverage does not increase the limit applying to the damaged property.

11. **Collapse.** ***We*** will pay for accidental direct physical loss to covered property involving the abrupt, entire collapse of a ***building structure*** or any part of a ***building structure***.
    a. Collapse means the abrupt and entire falling down, caving in, or falling into pieces of a ***building structure*** or any part of a ***building structure***. Collapse does not include any of the following:
       (1) settling, cracking, crumbling, deterioration, shrinking, bulging, expansion, sagging, bowing, leaning, or bending;
       (2) substantial structural impairment;
       (3) imminent or threatened collapse;
       (4) a ***building structure*** or any part of a ***building structure*** that is in danger of falling down or caving in; or
       (5) a part of a ***building structure*** that is standing even if:
          (a) it has separated from another part of the ***building structure***; or
          (b) it shows evidence of settling, cracking, crumbling, deterioration, shrinking, bulging, expansion, sagging, bowing, leaning, or bending.
    b. The collapse must be directly and immediately caused by one or more of the following:
       (1) perils described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**. These perils apply to ***building structures*** covered under Coverage A or Coverage B for loss insured by this Additional Coverage;
       (2) decay or deterioration of, or damage from animals, birds, or insects to:
          (a) a connector; or
          (b) a structural member of a ***building structure***;

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The decay, deterioration, or damage must be hidden from view and unknown to all ***insureds*** prior to the collapse;

(3) weight of contents, equipment, animals, or people;

(4) weight of ice, snow, sleet, or rain that collects on a roof, porch, or deck; or

(5) use of defective material or methods in the construction (includes remodeling or renovation) of the ***building structure***, if the collapse occurs during the course of the construction of the ***building structure***.

Loss to awnings, fences, patios, pavement, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, foundations (including slabs, basement walls, and crawl space walls), retaining walls, bulkheads, piers, wharfs, docks, trellises, or antennas and their supporting structures is not included under items (2), (3), and (4) immediately above unless the loss is the direct and immediate result of the collapse of a ***building structure*** or any part of a ***building structure***.

This coverage does not increase the limit applying to the damaged property.

12. **Locks and Remote Devices.** ***We*** will pay up to $1,000 for each loss for the reasonable expenses ***you*** incur to rekey, replace, recode, program, or reprogram locks on exterior doors to the ***dwelling*** or other structures located on the ***residence premises*** when the keys or remote devices used with those doors are part of a covered theft loss. This coverage includes remote devices designed solely for locking, unlocking, opening, or closing doors, including garage doors and gates.

    No deductible applies to this coverage.

13. **Fuel Oil Release.** ***We*** will pay up to $10,000 for each loss for accidental direct physical loss to covered property caused by the abrupt and accidental escape of liquid fuel oil from a fixed household tank, apparatus, or pipes that are part of a heating unit for the ***dwelling***. This includes damage to covered property resulting from an accidental spill or overflow of fuel oil in the course of filling a fixed household tank.

    This coverage includes surface clean up only. ***We*** will not pay for:

    a. the cost to repair or replace the fuel oil tank, apparatus, and pipes; or

    b. the cost of testing, monitoring, removing, treating, or detoxifying of soil, air, or water.

    This coverage does not increase the limit applying to the damaged property.

14. **Tear Out.** If a ***loss insured*** to Coverage A property is caused by water, steam, or sewage escaping from a system or appliance, ***we*** will also pay the reasonable cost ***you*** incur to tear out and replace only that particular part of the ***building structure*** necessary to gain access to the specific point of that system or appliance from which the water, steam, or sewage escaped. ***We*** will not pay for the cost of repairing or replacing the system or appliance itself. This coverage does not increase the limit applying to Coverage A property.

15. **Home Certification.** If damage to covered property is caused by a ***loss insured***, ***we*** will pay the reasonable increase in cost to repair or replace only the damaged property to maintain the ***dwelling's*** FORTIFIED HOME or FORTIFIED FOR SAFER LIVING certification in place at the time of the loss. This coverage does not increase the limit applying to the damaged property.

    We will not pay:

    a. any increase in cost until the repair or replacement of the property is complete; or

    b. for increased costs resulting from enforcement of any ordinance or law regulating the construction or repair of the ***dwelling*** except as provided under **OPTIONAL POLICY PROVISIONS**, **Option OL – Building Ordinance or Law**.

    This coverage does not apply if Loss Settlement provision A2 – Replacement Cost Loss Settlement – Common Construction is shown in the ***Declarations***.

INFLATION COVERAGE

The limits of liability shown in the ***Declarations*** for Coverage A, Coverage B, and when applicable, Option ID will be increased at the same rate as the increase in the Inflation Coverage Index shown in the ***Declarations***.

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To find the limits on a given date:

1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
2. multiply the resulting factor by the limits of liability for Coverage A, Coverage B, and Option ID separately.

The limits of liability will not be reduced to less than the amounts shown in the ***Declarations***.

If during the term of this policy the Coverage A limit of liability is changed at ***your*** request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

SECTION I – LOSSES INSURED

COVERAGE A – DWELLING

We will pay for accidental direct physical loss to the property described in Coverage A, unless the loss is excluded or limited in **SECTION I – LOSSES NOT INSURED** or otherwise excluded or limited in this policy. However, loss does not include and ***we*** will not pay for, any ***diminution in value***.

COVERAGE B – PERSONAL PROPERTY

We will pay for accidental direct physical loss to the property described in Coverage B caused by the following perils, unless the loss is excluded or limited in **SECTION I – LOSSES NOT INSURED** or otherwise excluded or limited in this policy. However, loss does not include and ***we*** will not pay for, any ***diminution in value***.

1. **Fire or lightning.**
2. **Windstorm or hail.** This peril does not include loss to property contained in a structure caused by rain, snow, sleet, sand, or dust. This limitation does not apply when the direct force of wind or hail damages the structure causing an opening in a roof or wall and the rain, snow, sleet, sand, or dust enters through this opening.

   This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard motors, only while inside a ***building structure***.
3. **Explosion.**
4. **Riot or civil commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles**, meaning accidental direct physical loss to covered property caused by the weight, force, power, or movement of a vehicle.
   a. This includes:
      (1) the impact of a vehicle;
      (2) an object propelled from the tire or body of a vehicle;
      (3) the upset or collision of a vehicle with a stationary object or other vehicle, including damage to personal property carried on the exterior of the vehicle; or
      (4) a vehicle door or trunk lid being closed on personal property.
   b. This peril does not include loss:
      (1) to personal property that falls off a vehicle and strikes the ground, any other surface, or any object;
      (2) caused by shifting of the load being carried in or on a vehicle; or
      (3) to the vehicle itself unless the vehicle is property covered under **COVERAGE B – PERSONAL PROPERTY** and the loss is caused by the weight, force, power, or movement of another vehicle.
7. **Smoke**, meaning abrupt and accidental damage from smoke.

   This peril does not include loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism or malicious mischief**, meaning only willful and malicious damage to or destruction of property.
9. **Theft**, including attempted theft and loss of property from a known location when it is probable that the property has been stolen.

   This peril does not include:
   a. loss of a precious or semi-precious stone from its setting;
   b. loss caused by theft:

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(1) committed by an ***insured*** or by any other person regularly residing on the ***insured location***. Property of a student who is an ***insured*** is covered while located at a residence away from the ***residence premises***, if the theft is committed by a person who is not an ***insured***;

(2) in or to a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied; or

(3) from the part of a ***residence premises*** rented to others:

(a) caused by a tenant, members of the tenant's household, or the tenant's employees unless the ***residence premises*** is rented, either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss;

(b) of money, bank notes, bullion, gold, goldware, silver, silverware, pewterware, platinum, coins, and medals;

(c) of securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards, and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets, and stamps; or

(d) of jewelry, watches, fur garments and garments trimmed with fur, and precious and semi-precious stones; or

c. loss caused by theft that occurs away from the ***residence premises*** of:

(1) property while at any other residence owned, rented to, or occupied by an ***insured***, except while an ***insured*** is temporarily residing there. Property of a student who is an ***insured*** is covered while at a residence away from the ***residence premises***;

(2) watercraft of all types, including their furnishings, equipment, and outboard motors; or

(3) trailers and campers designed to be pulled by or carried on a vehicle.

If the ***residence premises*** is a newly acquired principal residence, property in the immediate past principal residence will not be considered property away from the ***residence premises*** for the first 30 days after the inception of this policy.

10. **Falling objects.** This peril does not include loss to property contained in a structure unless the roof or an exterior wall of the structure is first damaged by a falling object. Damage to the falling object itself is not included.

11. **Weight of ice, snow, or sleet** that causes damage to property contained in a structure.

12. **Abrupt and accidental discharge or overflow** of water, steam, or sewage from within a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or from within a household appliance.

This peril does not include loss:

a. to the system or appliance from which the water, steam, or sewage escaped;

b. caused by or resulting from:

(1) freezing;

(2) water or sewage from outside the ***residence premises*** plumbing system that enters through sewers or drains, or water that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area; or

(3) the pressure from or presence of tree, shrub, or plant roots; or

c. that occurs or develops over a period of time and is caused by or resulting from:

(1) condensation or the presence of humidity, moisture, or vapor; or

(2) seepage or leakage of water, steam, or sewage that is:

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(a) continuous;
(b) repeating;
(c) gradual;
(d) intermittent;
(e) slow; or
(f) trickling.

13. **Abrupt and accidental tearing asunder, cracking, burning, or bulging** of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system, or an appliance for heating water.

    This peril does not include loss:

    a. caused by or resulting from freezing; or

    b. that occurs or develops over a period of time and is caused by or resulting from:

        (1) condensation or the presence of humidity, moisture, or vapor; or

        (2) seepage or leakage of water or steam that is:

            (a) continuous;
            (b) repeating;
            (c) gradual;
            (d) intermittent;
            (e) slow; or
            (f) trickling.

14. **Freezing** of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or of a household appliance.

    This peril does not include:

    a. loss to a portable hot tub or portable spa unless ***you*** have used reasonable care to prevent freezing; or

    b. loss on the ***residence premises*** unless ***you*** have used reasonable care to:

        (1) maintain heat in the ***building structure*** at 55 degrees Fahrenheit or higher; or

        (2) shut off the water supply and drain the system and appliances of water.

        However, if the ***building structure*** 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 structure*** at 55 degrees Fahrenheit or higher for coverage to apply.

15. **Abrupt and accidental damage** to electrical appliances, devices, fixtures, and wiring from an increase or decrease of artificially generated electrical current. ***We*** will pay up to $3,000 under this peril for each damaged item described above.

16. **Breakage of glass**, meaning damage to personal property caused by breakage of glass that is a part of a structure on the ***residence premises***. ***We*** will not pay for loss or damage to the glass.

17. **Wild bears or deer**, meaning damage caused by wild bears or deer to property located in a ***building structure***.

SECTION I – LOSSES NOT INSURED

1. ***We*** will not pay for any loss to the property described in Coverage A that consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through m. below, regardless of whether the loss occurs abruptly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

    a. collapse, except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Collapse**;

    b. freezing of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system or of a household appliance; or discharge, leakage, or overflow from within the system or appliance caused by freezing. This does not apply if ***you*** have used reasonable care to:

        (1) maintain heat in the ***building structure*** at 55 degrees Fahrenheit or higher; or

        (2) shut off the water supply and drain the system and appliances of water.

        However, if the ***building structure*** is protected by an automatic fire protective sprinkler system, ***you*** must use reasonable care to continue the water supply and maintain heat in the

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building structure at 55 degrees Fahrenheit or higher for coverage to apply;

c. freezing, thawing, pressure, or weight of water, ice, snow, or sleet, whether driven by wind or not, to:

(1) a swimming pool, hot tub, or spa, including their covers, filtration, and circulation systems; or

(2) an awning, fence, pavement, patio, foundation (including slabs, basement walls, crawl space walls, and footings), retaining wall, bulkhead, pier, wharf, or dock;

d. theft in or to a dwelling under construction, or of materials and supplies for use in the construction, until the dwelling is completed and occupied;

e. theft, vandalism, malicious mischief, or breakage of glass and safety glazing materials if the dwelling is a ***vacant dwelling***;

f. seepage or leakage of water, steam, or sewage that occurs or develops over a period of time:

(1) and is:

(a) continuous;

(b) repeating;

(c) gradual;

(d) intermittent;

(e) slow; or

(f) trickling; and

(2) from a:

(a) heating, air conditioning, or automatic fire protective sprinkler system;

(b) household appliance; or

(c) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings, or floors.

We also will not pay for losses arising from condensation or the presence of humidity, moisture, or vapor that occurs or develops over a period of time;

g. wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown;

h. corrosion, electrolysis, or rust;

i. wet or dry rot;

j. contamination or pollution, meaning the presence, discharge, dispersal, seepage, migration, release, or escape of contaminants or pollutants at or from any source. This does not apply if the presence, discharge, dispersal, seepage, migration, release, or escape is itself caused by a peril described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**.

(1) Contaminants and pollutants include but are not limited to any:

(a) solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, asbestos, or lead;

(b) contaminants or pollutants resulting from any natural resource extraction activities; or

(c) fuel oil except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Fuel Oil Release**.

(2) ***We*** also will not pay for:

(a) losses arising from contamination or pollution caused by or resulting from defective building materials, nuclear substances, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed;

(b) the cost to extract contaminants or pollutants from land, water, or air, or the cost to remove, restore, or replace contaminated or polluted land, water, or air; or

(c) the cost of testing, monitoring, cleaning, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or assessing the effects of contaminants or pollutants;

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k. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations (including slabs, basement walls, crawl space walls, and footings), walls, floors, roofs, or ceilings;

l. all animals, birds, or insects.

(1) This includes:

(a) nesting, infestation, gnawing, feeding, breeding, or discharge or release of waste products or secretions by animals, birds, or insects;

(b) costs to remove animals, birds, or insects from the covered property; and

(c) costs to prevent the animals, birds, or insects from returning to the property;

(2) However, ***we*** will pay for:

(a) losses caused by wild bears or deer; and

(b) the breakage of glass or safety glazing material that is a part of a ***building structure***, when caused by animals, birds, or insects; or

m. pressure from or presence of tree, shrub, or plant roots.

However, ***we*** will pay for any resulting loss from items a. through l. unless the resulting loss is itself a Loss Not Insured as described in this Section.

2. ***We*** will not pay for, under any part of this policy, any loss that would not have occurred in the absence of one or more of the following excluded events. ***We*** will not pay for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs abruptly or gradually, involves isolated or widespread damage, occurs on or off the ***residence premises***, arises from any natural or external forces, or occurs as a result of any combination of these:

a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a ***building structure*** or other structure.

b. **Earth Movement**, meaning the sinking, rising, shifting, expanding, or contracting of earth, all regardless of whether combined with water, sewage, or any material carried by, or otherwise moved by the earth. Earth movement includes but is not limited to:

(1) earthquake;

(2) landslide, mudslide, or mudflow;

(3) sinkhole or subsidence;

(4) movement resulting from:

(a) improper compaction;

(b) site selection;

(c) natural resource extraction activities; or

(d) excavation;

(5) erosion;

(6) pressure by surface or subsurface earth or fill; or

(7) any volcanic activity, except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Volcanic Action**.

However, ***we*** will pay for any accidental direct physical loss by fire resulting from earth movement, provided the resulting fire loss is itself a ***loss insured***.

c. **Water**, meaning:

(1) flood;

(2) surface water. This does not include water solely caused by the release of water from a swimming pool, spigot, sprinkler system, hose, or hydrant;

(3) waves (including tidal wave, tsunami, and seiche);

(4) tides or tidal water;

(5) overflow of any body of water (including any release, escape, or rising of any body of water, or any water held, contained, controlled, or diverted by a dam, levee, dike, or any type of water containment, diversion, or flood control device);

(6) spray or surge from any of the items c.(1) through c.(5) described above, all whether driven by wind or not;

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(7) water or sewage from outside the ***residence premises*** plumbing system that enters through sewers or drains, or water or sewage that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area;

(8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a ***building structure***, sidewalk, driveway, swimming pool, or other structure; or

(9) material carried or otherwise moved by any of the water or sewage, as described in items c.(1) through c.(8) above.

However, ***we*** will pay for any accidental direct physical loss by fire, explosion, or theft resulting from water, provided the resulting loss is itself a ***loss insured***.

d. **Neglect**, meaning neglect of the ***insured*** to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered.

e. **War**, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be considered a warlike act even if accidental.

f. **Nuclear Hazard**, meaning 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.

However, ***we*** will pay for any accidental direct physical loss by fire resulting from the nuclear hazard, provided the resulting fire loss is itself a ***loss insured***.

g. ***Fungus***, including:

(1) any loss of use or delay in rebuilding, repairing, or replacing covered property, including any associated cost or expense, due to interference at the ***residence premises*** or location of the rebuilding, repair, or replacement, by ***fungus***;

(2) any remediation of ***fungus***, including the cost to:

(a) remove the ***fungus*** from covered property or to repair, restore, or replace that property; or

(b) tear out and replace any part of the ***building structure*** or other property as needed to gain access to the ***fungus***; or

(3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence, or level of ***fungus***, whether performed prior to, during, or after removal, repair, restoration, or replacement of covered property.

h. **Intentional Losses.** If any ***insured*** intentionally causes or procures a loss to property covered under this policy, ***we*** will not pay any ***insured*** for this loss. This applies regardless of whether the ***insured*** is charged with or convicted of a crime.

This does not apply to an ***insured*** who did not participate in, cooperate in, or contribute to causing or procuring the loss.

3. ***We*** will not pay for, under any part of this policy, any loss consisting of one or more of the items below. Further, ***we*** will not pay for any loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to, or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:

a. conduct, act, failure to act, or decision of any person, group, organization, or governmental body whether intentional, wrongful, negligent, or without fault;

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b. defect, weakness, inadequacy, fault, or unsoundness in:

(1) planning, zoning, development, surveying, or siting;

(2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;

(3) materials used in repair, construction, renovation, remodeling, grading, or compaction; or

(4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the ***residence premises***; or

c. weather conditions.

However, ***we*** will pay for any resulting loss from items 3.a., 3.b., and 3.c. unless the resulting loss is itself a Loss Not Insured as described in this Section.

SECTION I – LOSS SETTLEMENT

Only the **Loss Settlement Provisions** shown in the ***Declarations*** apply. ***We*** will settle covered property losses according to the following. However, the valuation of any covered property losses does not include, and ***we*** will not pay, any amount for ***diminution in value***.

COVERAGE A – DWELLING

1. **A1 – Replacement Cost Loss Settlement – Similar Construction.**

   a. ***We*** will pay the cost to repair or replace with similar construction and for the same use on the premises shown in the ***Declarations***, the damaged part of the property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE A – DWELLING**, except for wood fences, subject to the following:

      (1) until actual repair or replacement is completed, ***we*** will pay only the ***actual cash value*** of the damaged part of the property, up to the applicable limit of liability shown in the ***Declarations***, not to exceed the cost to repair or replace the damaged part of the property;

      (2) when the repair or replacement is actually completed, ***we*** will pay the covered additional amount ***you*** actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable limit of liability shown in the ***Declarations***, whichever is less;

      (3) to receive any additional payments on a replacement cost basis, ***you*** must complete the actual repair or replacement of the damaged part of the property within two years after the date of loss, and notify ***us*** within 30 days after the work has been completed; and

      (4) ***we*** will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair, or demolition of a ***building structure*** or other structure, except as provided under **OPTIONAL POLICY PROVISIONS, Option OL – Building Ordinance or Law**.

   b. Wood Fences: ***We*** will pay the ***actual cash value*** for loss or damage to wood fences, not to exceed the limit of liability shown in the ***Declarations*** for **COVERAGE A – Other Structures**.

2. **A2 – Replacement Cost Loss Settlement – Common Construction.**

   a. ***We*** will pay the cost to repair or replace with common construction and for the same use on the premises shown in the ***Declarations***, the damaged part of the property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE A – DWELLING**, except for wood fences, subject to the following:

      (1) ***we*** will pay only for repair or replacement of the damaged part of the property with common construction techniques and materials commonly used by the building trades in standard new construction. ***We*** will not pay the cost to repair or replace obsolete, antique, or custom construction with like kind and quality;

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(2) until actual repair or replacement is completed, ***we*** will pay only the ***actual cash value*** of the damaged part of the property, up to the applicable limit of liability shown in the ***Declarations***, not to exceed the cost to repair or replace the damaged part of the property as described in a.(1) above;

(3) when the repair or replacement is actually completed as described in a.(1) above, ***we*** will pay the covered additional amount ***you*** actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable limit of liability shown in the ***Declarations***, whichever is less;

(4) to receive any additional payments on a replacement cost basis, ***you*** must complete the actual repair or replacement of the damaged part of the property within two years after the date of loss, and notify ***us*** within 30 days after the work has been completed; and

(5) ***we*** will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair, or demolition of a ***building structure*** or other structure, except as provided under **OPTIONAL POLICY PROVISIONS, Option OL – Building Ordinance or Law.**

b. Wood Fences: ***We*** will pay the ***actual cash value*** for loss or damage to wood fences, not to exceed the limit of liability shown in the ***Declarations*** for **COVERAGE A – Other Structures.**

COVERAGE B – PERSONAL PROPERTY

1. **B1 – Limited Replacement Cost Loss Settlement.**

a. ***We*** will pay the cost to repair or replace property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE B – PERSONAL PROPERTY**, except for property listed in item b. below, subject to the following:

(1) until repair or replacement is completed, ***we*** will pay only the ***actual cash value*** of the damaged property;

(2) after repair or replacement is completed, ***we*** will pay the difference between the ***actual cash value*** and the cost ***you*** have actually and necessarily spent to repair or replace the property; and

(3) if property is not repaired or replaced within two years after the date of loss, ***we*** will pay only the ***actual cash value***.

b. ***We*** will pay market value at the time of loss for:

(1) antiques, fine arts, paintings, statuary, and similar articles which by their inherent nature cannot be replaced with new articles;

(2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs, and collectors items; and

(3) property not useful for its intended purpose.

However, ***we*** will not pay an amount exceeding the smallest of the following for items a. and b. above:

(1) ***our*** cost to replace at the time of loss;

(2) the full cost of repair;

(3) any special limit of liability described in this policy; or

(4) any applicable Coverage B limit of liability.

2. **B2 – Depreciated Loss Settlement.**

a. ***We*** will pay the ***actual cash value*** for property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE B – PERSONAL PROPERTY**, except for property listed in item b. below.

b. ***We*** will pay market value at the time of loss for:

(1) antiques, fine arts, paintings, statuary, and similar articles which by their inherent nature cannot be replaced with new articles;

(2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs, and collectors items; and

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(3) property not useful for its intended purpose.

However, ***we*** will not pay an amount exceeding the smallest of the following for items a. and b. above:

(1) ***our*** cost to replace at the time of loss;

(2) the full cost of repair;

(3) any special limit of liability described in this policy; or

(4) any applicable Coverage B limit of liability.

SECTION I – CONDITIONS

1. **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:
   a. to the ***insured*** for an amount greater than the ***insured's*** interest; or
   b. for more than the applicable limit of liability.
2. **Your Duties After Loss.** After a loss to which this insurance may apply, ***you*** must cooperate with ***us*** in the investigation of the claim and also see that the following duties are performed:
   a. give immediate notice to ***us*** or ***our*** agent and also notify:
      (1) the police if the loss is caused by theft, vandalism, or any other criminal act; and
      (2) the credit card company or bank if the loss involves a credit card or bank fund transfer card;
   b. protect the property from further damage or loss and also:
      (1) make reasonable and necessary temporary repairs required to protect the property; and
      (2) keep an accurate record of repair expenses;
   c. prepare an inventory of damaged or stolen personal property:
      (1) showing in detail the quantity, description, age, replacement cost, and amount of loss; and
      (2) attaching all bills, receipts, and related documents that substantiate the figures in the inventory;
   d. as often as ***we*** reasonably require:
      (1) exhibit the damaged property;
      (2) provide ***us*** with any requested records and documents and allow ***us*** to make copies;
      (3) while not in the presence of any other ***insured***:
         (a) give statements; and
         (b) submit to examinations under oath; and
      (4) produce employees, members of the ***insured's*** household, or others for examination under oath to the extent it is within the ***insured's*** power to do so; and
   e. submit to ***us***, within 60 days after the loss, ***your*** signed, sworn proof of loss that sets forth, to the best of ***your*** knowledge and belief:
      (1) the time and cause of loss;
      (2) interest of the ***insured*** and all others in the property involved and all encumbrances on the property;
      (3) other insurance that may cover the loss;
      (4) changes in title or occupancy of the property during the term of this policy;
      (5) specifications of any damaged structure and detailed estimates for repair of the damage;
      (6) an inventory of damaged or stolen personal property described in 2.c.;
      (7) receipts for additional living expenses incurred and records supporting the fair rental value loss; and
      (8) evidence or affidavit supporting a claim under **SECTION I – ADDITIONAL COVERAGES, Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money** coverage, stating the amount and cause of loss.
3. **Loss to a Pair or Set.** In case of loss to a pair or set, ***we*** may choose to:
   a. repair or replace any part to restore the pair or set to its value before the loss; or

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b. pay the difference between the depreciated value of the property before the loss and the depreciated value of the property after the loss.

4. **Appraisal.** If ***you*** and ***we*** fail to agree on the amount of loss, either party can demand that the amount of the loss be set by appraisal. Only ***you*** or ***we*** may demand appraisal. A demand for appraisal must be in writing. ***You*** must comply with **SECTION I – CONDITIONS, Your Duties After Loss** before making a demand for appraisal. At least 10 days before demanding appraisal, the party seeking appraisal must provide the other party with written, itemized documentation of a specific dispute as to the amount of the loss, identifying separately each item being disputed.

   a. Each party will select a competent, disinterested appraiser and notify the other party of the appraiser's identity within 20 days of receipt of the written demand for appraisal.

   b. The appraisers will then attempt to set the amount of the loss of each item in dispute as specified by each party, and jointly submit to each party a written report of agreement signed by them. In all instances the written report of agreement will be itemized and state separately the ***actual cash value,*** replacement cost, and if applicable, the market value of each item in dispute.

      The written report of agreement will set the amount of the loss of each item in dispute.

   c. If the two appraisers fail to agree upon the amount of the loss within 30 days, unless the period of time is extended by mutual agreement, they will select a competent, disinterested umpire and will submit their differences to the umpire. If the appraisers are unable to agree upon an umpire within 15 days:

      (1) ***you*** or ***we*** may make a written application for a judge of a court of record in the same state and county (or city if the city is not within a county) where the ***residence premises*** is located to select an umpire;

      (2) the party requesting the selection described in item c.(1) must provide the other party:

         (a) written notice of the intent to file, identifying the specific location and identity of the court at least 10 days prior to submission of the written application; and

         (b) a copy of the written application; and

      (3) a written report of agreement, as required in item b., signed by any two (appraisers or appraiser and umpire) will set the amount of the loss of each item in dispute. In all instances the written report of agreement will be itemized and state separately the ***actual cash value***, replacement cost, and if applicable, the market value of each item in dispute.

   d. To qualify as an appraiser or umpire for a loss to property described in **COVERAGE A – DWELLING**, a person must be one of the following and be licensed or certified as required by the applicable jurisdiction:

      (1) an engineer or architect with experience and training in building construction, repair, estimating, or investigation of the type of property damage in dispute;

      (2) an adjuster or public adjuster with experience and training in estimating the type of property damage in dispute; or

      (3) a contractor with experience and training in the construction, repair, and estimating of the type of property damage in dispute.

   e. A person may not serve as an appraiser or umpire if that person, any employee of that person, that person's employer, or any employee of their employer:

      (1) has performed services for either party with respect to the claim at issue in the appraisal; or

      (2) has a financial interest in the outcome of the claim at issue in the appraisal.

   f. Each party will be responsible for the compensation of their selected appraiser. Reasonable expenses of the appraisal and the reasonable

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compensation of the umpire will be paid equally by ***you*** and ***us***.

g. ***You*** and ***we*** do not waive any rights by demanding or submitting to an appraisal, and retain all contractual rights to determine if coverage applies to each item in dispute.

h. Appraisal is only available to determine the amount of the loss of each item in dispute. The appraisers and the umpire have no authority to decide:

(1) any other questions of fact;

(2) questions of law;

(3) questions of coverage;

(4) other contractual issues; or

(5) to conduct appraisal on a class-wide basis.

i. Appraisal is a non-judicial proceeding and does not provide for or require arbitration. Neither party will be awarded attorney fees. The appraisal award may not be entered as a judgment in a court.

j. A party may not demand appraisal after that party brings suit or action against the other party relating to the amount of loss.

5. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, ***we*** will pay only ***our*** share of the loss. ***Our*** share is the proportion of the loss that the applicable limit under this policy bears to the total amount of insurance covering the loss.

6. **Suit Against Us.** No action will be brought against ***us*** unless there has been full compliance with all of the policy provisions. Any action by any party must be started within one year after the date of loss or damage. However, if the cause of loss or damage is burglary, theft, larceny, robbery, forgery, fraud, vandalism, malicious mischief, confiscation, wrongful conversion, disposal or concealment, the action must be started within two years from the time the cause of action accrues.

7. **Our Option.** ***We*** may repair or replace any part of the property damaged or stolen with similar property. Any property ***we*** pay for or replace becomes ***our*** property.

8. **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:

a. 60 days after ***we*** receive ***your*** proof of loss and:

(1) reach agreement with ***you***; or

(2) there is a filing of an appraisal award with ***us***; or

b. 30 days after ***we*** receive ***your*** proof of loss and there is an entry of a final judgment.

9. **Abandonment of Property.** ***We*** need not accept any property abandoned by an ***insured***.

10. **Mortgagee Clause.** The word "mortgagee" includes trustee.

a. If a mortgagee is named in this policy, any loss payable under Coverage A 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.

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

(1) notifies ***us*** of any change in ownership, occupancy, or substantial change in risk of which the mortgagee is aware;

(2) pays on demand any premium due under this policy, if ***you*** have not paid the premium; and

(3) submits a signed, sworn statement of loss within 60 days after receiving notice from ***us*** of ***your*** failure to do so. Policy conditions relating to **Appraisal**, **Suit Against Us**, and **Loss Payment** apply to the mortgagee.

c. If ***we*** cancel this policy, the mortgagee will be notified at least 10 days before the date cancellation takes effect. Proof of mailing will be proof of notice.

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

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(1) ***we*** are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

(2) 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.

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

11. **No Benefit to Bailee.** ***We*** will not recognize an assignment or grant coverage for the benefit of a person or organization holding, storing, or transporting property for a fee. This applies regardless of any other provision of this policy.

12. **Recovered Property.** If either ***you*** or ***we*** recover any property after loss settlement, that party must give the other prompt notice. At ***your*** option, ***you*** may keep the property or ***we*** will return it to ***you***. Otherwise, it will become ***our*** property. If ***you*** choose to keep the property, the loss payment will be adjusted based on the amount ***you*** received for the recovered property.

13. **Assignment of Claim.** Assignment to another party of any of ***your*** rights or duties under this policy regarding any claim, or any part of any claim, will be void and ***we*** will not recognize any such assignment, unless ***we*** give ***our*** written consent. However, once ***you*** have complied with all policy provisions, ***you*** may assign to another party, in writing, payment of claim proceeds otherwise payable to ***you***.

SECTION II – LIABILITY COVERAGES

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*** to which this coverage applies, caused by an ***occurrence***, ***we*** will:

1. pay up to ***our*** limit of liability for the damages for which the ***insured*** is legally liable. ***We*** will not pay for criminal restitution; and

2. provide a defense at ***our*** expense by counsel of ***our*** choice. ***We*** may make any investigation and settle any claim or suit that ***we*** decide is appropriate. ***Our*** obligation to defend any suit ends when the amount ***we*** pay for damages, to effect settlement or satisfy a judgment resulting from the ***occurrence***, equals ***our*** limit of liability. ***We*** will not provide a defense to any ***insured*** for criminal prosecution or proceedings.

COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses 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, rehabilitation, pharmaceuticals, orthopedic devices, prosthetic devices, and funeral services. This coverage applies only:

1. to a person on the ***insured location*** with the permission of an ***insured***;

2. 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***; or

3. to a ***residence employee*** if the ***occurrence*** causing ***bodily injury*** occurs off the ***insured location*** and arises out of or in the course of the ***residence employee's*** employment by an ***insured***.

SECTION II – ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions, and conditions of this policy.

We will pay for the following in addition to the limits of liability:

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1. **Claim Expenses.** ***We*** will pay:
   a. expenses ***we*** incur and costs taxed against an ***insured*** in suits ***we*** defend. Taxed costs do not include attorney fees;
   b. premiums on bonds required in suits ***we*** defend, but not for bond amounts greater than the Coverage L limit. ***We*** are not obligated to apply for or furnish any bond;
   c. reasonable expenses an ***insured*** incurs at ***our*** request. This includes actual loss of earnings (but not loss of other income) up to $250 per day for aiding ***us*** in the investigation or defense of claims or suits;
   d. interest the ***insured*** is legally liable to pay on damages payable under Coverage L above before a judgment, but only the interest on the lesser of:
      (1) that part of the damages ***we*** pay; or
      (2) the Coverage L limit; and
   e. interest on the entire judgment that accrues after entry of the judgment and before ***we*** pay or tender, or deposit in court that part of the judgment that does not exceed the limit of liability that applies.
2. **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 ***you*** or any other ***insured***.
3. **Damage to Property of Others.**
   a. ***We*** will pay for ***property damage*** to property of others caused by the activities of an ***insured***.
   b. ***We*** will not pay more than the smallest of the following amounts:
      (1) replacement cost at the time of loss;
      (2) full cost of repair; or
      (3) the limit of liability shown in the ***Declarations*** for **Damage to Property of Others** for any one ***occurrence***.
   c. ***We*** will not pay for ***property damage***:
      (1) for a loss that is recoverable under Section I of this policy. ***We*** also will not pay for any applicable deductible regardless of whether the amount of the loss exceeds the deductible;
      (2) caused intentionally by an ***insured*** 13 years of age or older;
      (3) to property, other than a rented golf cart, owned by, or rented to an ***insured***, a tenant of an ***insured***, or a resident in ***your*** household;
      (4) arising out of:
         (a) ***business*** pursuits;
         (b) any act or omission in connection with a premises an ***insured*** owns, rents, or controls, other than the ***insured location***;
         (c) a condition on the ***insured location*** or the ways immediately adjoining; or
         (d) the ownership, maintenance, or use of a ***motor vehicle***, aircraft, or watercraft, including airboat, air cushion, personal watercraft, sail board, or similar type watercraft; or
      (5) if a payment is made under **COVERAGE L – PERSONAL LIABILITY** for the same ***property damage***.

SECTION II – EXCLUSIONS

1. Coverage L and Coverage M do not apply to:
   a. ***bodily injury*** or ***property damage*** that:
      (1) was a result of a:
         (a) willful and malicious; or
         (b) criminal;
      act or omission of the ***insured***;
      (2) was intended by the ***insured***; or
      (3) would have been expected by the ***insured*** based on a reasonable person standard.

However, exclusions a.(2) and a.(3) above do not apply to ***bodily injury*** or ***property damage*** resulting from the use of reasonable force to protect persons or property.

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Exclusions a.(1), a.(2), and a.(3) above apply to all ***bodily injury*** or ***property damage*** even if the:

(1) ***bodily injury*** or ***property damage*** was sustained by a different person, entity, or property than was expected or intended;

(2) ***bodily injury*** or ***property damage*** was of a different kind, quality, or degree than was expected or intended;

(3) ***insured*** lacked the mental capacity to control his or her conduct;

(4) ***insured*** was not charged with or convicted of a criminal act or omission; or

(5) ***insured*** was impaired by drugs or alcohol;

b. ***bodily injury*** or ***property damage*** arising out of ***business*** pursuits of any ***insured***, except as provided in item c. below. This exclusion does not apply to activities that are ordinarily incident to non-***business*** pursuits;

c. ***bodily injury*** or ***property damage*** arising out of the rental of any part of any premises by any ***insured***. This exclusion does not apply:

(1) to the rental of the ***residence premises***:

(a) either completely or in part, for exclusive use as a residence, for up to 30 nights in the 12-month period prior to the date of the loss;

(b) in part, for use as a permanent residence, by either one or two full-time roomers or boarders; or

(c) in part, as an office, school, studio, or private garage;

(2) when the ***dwelling*** on the ***residence premises*** is a two, three, or four family ***dwelling*** and ***you*** occupy one part and rent the other part to others;

(3) to farm land (without buildings), rented to others, but not to exceed a total of 500 acres, regardless of the number of locations; or

(4) to activities that are ordinarily incident to non-***business*** pursuits;

d. ***bodily injury*** or ***property damage*** arising out of the rendering or failing to render professional services;

e. ***bodily injury*** or ***property damage*** arising out of any premises currently owned or rented to any ***insured*** which is not an ***insured location***. This exclusion does 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. ***bodily injury*** or ***property damage*** arising out of the ownership, maintenance, use, loading, or unloading of:

(1) an aircraft. This exclusion does not apply to the ownership, maintenance, use, loading, or unloading of unmanned aircraft systems used as model aircraft:

(a) solely for recreational or hobby purposes;

(b) designed to be operated within the visual line of sight of the operator and operated within the visual line of sight of the operator; and

(c) weighing not more than 55 pounds at the time of operation;

unless the ownership, maintenance, use, loading, or unloading of such aircraft results in:

(a) ***property damage*** to any aircraft; or

(b) ***bodily injury*** or ***property damage*** resulting from interference with an aircraft carrying people regardless of whether the ***bodily injury*** or ***property damage*** is sustained by people or property on the aircraft or not;

(2) a ***motor vehicle*** owned or operated by or rented or loaned to any ***insured***; or

(3) a watercraft:

(a) owned by or rented to any ***insured*** if it has inboard or inboard-outdrive motor power of more than 50 horsepower;

(b) owned by or rented to any ***insured*** if it is a sailing vessel, with or without

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auxiliary power, 26 feet or more in overall length;

(c) powered by one or more outboard motors with more than 25 total horsepower owned by any ***insured***;

(d) designated as an airboat, air cushion, or similar type of craft; or

(e) owned by any ***insured*** if it is a personal watercraft using a water jet pump powered by an internal combustion engine as the primary source of propulsion.

This exclusion does 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***. Exclusion f.(3) does not apply while the watercraft is on the ***residence premises***;

g. ***bodily injury*** or ***property damage*** arising out of:

(1) the entrustment by any ***insured*** to any person;

(2) the supervision by any ***insured*** of any person;

(3) any liability statutorily imposed on any ***insured***; or

(4) any liability assumed through an unwritten or written agreement by any ***insured***;

with regard to the ownership, maintenance, or use of any aircraft, watercraft, or ***motor vehicle*** not covered under Section II of this policy;

h. ***bodily injury*** or ***property damage*** caused directly or indirectly by war, including undeclared war, or any warlike act including destruction, seizure, or use for a military purpose, or any consequence of these. Discharge of a nuclear weapon will be considered a warlike act even if accidental;

i. ***bodily injury*** to any ***insured*** within the meaning of part 9.a., 9.b., or 9.c. of the definition of ***insured***.

This exclusion also applies to any claim made or suit brought against any ***insured*** within the meaning of part 9.a., 9.b., or 9.c. of the definition of ***insured*** to share damages with or repay someone else who may be obligated to pay damages because of the ***bodily injury*** sustained by any ***insured*** within the meaning of part 9.a., 9.b., or 9.c. of the definition of ***insured***;

j. any claim made or suit brought against any ***insured*** by:

(1) any person in the care of any ***insured*** because of child care services provided by or at the direction of:

(a) any ***insured***;

(b) any employee of any ***insured***; or

(c) any other person actually or apparently acting on behalf of any ***insured***; or

(2) any person who makes a claim because of ***bodily injury*** to any person in the care of any ***insured*** because of child care services provided by or at the direction of:

(a) any ***insured***;

(b) any employee of any ***insured***; or

(c) any other person actually or apparently acting on behalf of any ***insured***.

This exclusion does not apply to the occasional child care services provided by any ***insured***, or to the part-time child care services provided by any ***insured*** under 19 years of age;

k. ***bodily injury*** or ***property damage*** arising out of an ***insured's*** participation in, or preparation or practice for, any prearranged or organized race, speed or demolition contest, or similar competition involving a motorized land vehicle or motorized watercraft. This exclusion does not apply to a sailing vessel less than 26 feet in overall length with or without auxiliary power;

l. ***bodily injury*** or ***property damage*** arising out of the use, sale, manufacture, distribution, delivery, transfer, or possession, by any ***insured***, of any substance that is illegal or is a controlled substance under either federal or state law.

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This exclusion does not apply to the legitimate use of legally prescribed drugs, under either federal or state law, by a person following orders of a licensed health care professional;

m. ***bodily injury*** or ***property damage*** arising out of the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, escape of, or exposure to contaminants or pollutants at or from any source or location.

Contaminants and pollutants include but are not limited to any solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, fuel oil, asbestos, or lead.

This exclusion does not apply to ***bodily injury*** or ***property damage*** arising out of smoke or fumes caused by fire or explosion.

We also do not cover:

(1) any loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that any ***insured*** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of contaminants or pollutants;

(2) any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of contaminants or pollutants; or

(3) contamination or pollution arising out of actually or allegedly defective building materials, nuclear substances, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed;

n. ***bodily injury*** or ***property damage*** arising out of any actual, alleged, or threatened:

(1) sexual harassment, sexual molestation, or sexual misconduct;

(2) physical or mental abuse; or

(3) corporal punishment;

by the ***insured***;

o. ***bodily injury*** or ***property damage*** arising out of the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any ***fungus*** at or from any source or location.

We also do not cover any loss, cost, or expense arising out of any:

(1) request, demand, order, or statutory or regulatory requirement that any ***insured*** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of ***fungus***; or

(2) claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of ***fungus***; or

p. ***bodily injury*** or ***property damage*** arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power exceeding 125 percent of the actual electrical power usage by the ***residence premises*** in the 12-month period prior to the date of the loss.

2. Coverage L does not apply to:

a. liability:

(1) for ***your*** share of any loss assessment charged against all members of any type of association of property owners; or

(2) imposed on or assumed by any ***insured*** through any unwritten or written contract or agreement. This exclusion does not apply to liability for damages that the ***insured*** would have in absence of the contract or agreement;

b. ***property damage*** to property owned by any ***insured*** at the time of the ***occurrence***;

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c. ***property damage*** to property rented to, used or occupied by, or in the care, custody, or control of any ***insured*** at the time of the ***occurrence***. This exclusion does not apply to ***property damage*** caused by fire, smoke, explosion, or abrupt and accidental damage from water;

d. ***bodily injury*** to a person eligible to receive any benefits required to be provided or voluntarily provided by an ***insured*** under a workers' compensation, non-occupational disability, or occupational disease law;

e. ***bodily injury*** or ***property damage*** for which an ***insured*** under this policy is also an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors;

f. ***bodily injury*** or ***property damage*** arising out of any real property any ***insured*** has sold or transferred. This includes but is not limited to ***bodily injury*** or ***property damage*** arising out of known, unknown, hidden, or alleged property conditions, problems, or defects.

This exclusion also applies to any ***property damage*** to the sold or transferred real property itself.

However, this exclusion does not apply to:

(1) ***bodily injury*** arising out of fire, smoke, explosion, electrocution, or carbon monoxide poisoning; or

(2) ***property damage*** arising out of fire, smoke, or explosion.

3. Coverage M does not apply to ***bodily injury***:

a. to a ***residence employee*** if it occurs off the ***insured location*** and does not arise out of or in the course of the ***residence employee's*** employment by an ***insured***;

b. to a person eligible to receive any benefits required to be provided or voluntarily provided under any workers' compensation, non-occupational disability, or occupational disease law;

c. to a person other than a ***residence employee*** of an ***insured***, regularly residing on any part of the ***insured location***; or

d. from nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

SECTION II – CONDITIONS

1. **Limit of Liability.** The Coverage L limit is shown in the ***Declarations***. This is the limit for all damages from each ***occurrence*** for the policy period in which the ***bodily injury*** or ***property damage*** first occurs, regardless of the number of ***insureds***, claims made, or persons injured. No additional limits or coverage will be available for the ***occurrence*** under any additional policy periods while this policy remains in force.

   The Coverage M limit is shown in the ***Declarations***. This is ***our*** limit for all medical expenses for ***bodily injury*** to one person as the result of one accident.

2. **Severability of Insurance.** This insurance applies separately to each ***insured***. This condition does not increase ***our*** limit of liability for any one ***occurrence***.

3. **Duties After Loss.** In case of an accident or ***occurrence***, the ***insured*** must cooperate with ***us*** in the investigation, settlement, or defense of any claim or suit and also perform the following duties that apply. ***You*** must cooperate with ***us*** in seeing that these duties are performed:

   a. give written notice to ***us*** or ***our*** agent as soon as possible, which sets forth:

      (1) the identity of this policy and the ***insured***;

      (2) reasonably available information on the time, place, and circumstances of the accident or ***occurrence***; and

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(3) names and addresses of any claimants and available witnesses;

b. immediately forward to ***us*** every notice, demand, summons, or other process relating to the accident or ***occurrence***;

c. at ***our*** request, assist in:

(1) making settlement;

(2) the enforcement of any right of contribution or indemnity against a person or organization who may be liable to an ***insured***;

(3) the conduct of suits and attend hearings and trials; and

(4) securing and giving evidence and obtaining the attendance of witnesses;

d. under **SECTION II – ADDITIONAL COVERAGES, Damage to Property of Others**, exhibit the damaged property if within the ***insured's*** control; and

e. the ***insured*** must not, except at the ***insured's*** own cost, voluntarily make payments, assume obligations, or incur expenses. This does not apply to expense for first aid to others at the time of the ***bodily injury***.

4. **Coverage M Requirements.** ***We*** may require the following in regard to any Coverage M claim:

a. written proof of claim, under oath if required, as soon as possible from the injured person, or when appropriate, someone acting on behalf of that person;

b. the injured person's submission to physical examinations by a physician selected by ***us*** when and as often as ***we*** reasonably require; and

c. any authorizations from the injured person as ***we*** may require.

5. **Payment of Claim – Coverage M or Damage to Property of Others.** Payment under either of these is not an admission of liability by an ***insured*** or ***us***.

6. **Suit Against Us.** No action will be brought against ***us*** unless there has been compliance with the policy provisions.

No one will have the right to join ***us*** as a party to an action against an ***insured***. Further, no action with respect to Coverage L will be brought against ***us*** until the obligation of the ***insured*** has been determined by final judgment on the merits, after an actual trial or by an agreement signed by ***us***; but ***we*** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability.

7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an ***insured*** will not relieve ***us*** of ***our*** obligation under this policy.

8. **Other Insurance – Coverage L.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTION I AND SECTION II – CONDITIONS

1. **Policy Period.** This policy applies only to loss under Section I or ***bodily injury*** or ***property damage*** under Section II that occurs during the period this policy is in effect.

2. **Concealment or Fraud.** This policy is void as to ***you*** and any other ***insured*** if ***you*** or any other ***insured*** under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss.

3. **Liberalization Clause.** If ***we*** adopt any revision that would broaden coverage under this policy without additional premium, within 60 days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.

4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by ***us*** to be valid. ***Our*** request for an appraisal or examination does not waive any of ***our*** rights.

5. **Cancellation.**

a. ***You*** may cancel this policy at any time by giving ***us*** advance written notice of the date cancellation is to take effect. ***We*** may waive the requirement

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that the notice be in writing by confirming the date and time of cancellation to ***you*** in writing.

b. ***We*** may cancel this policy only for the reasons stated in this condition. ***We*** will notify ***you*** in writing of the date cancellation takes effect. This cancellation notice may be delivered to ***you***, or mailed to ***you*** at ***your*** mailing address shown in the ***Declarations***. Proof of mailing will be sufficient proof of notice:

(1) When ***you*** have not paid the premium, ***we*** may cancel at any time by notifying ***you*** at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to ***us*** or ***our*** agent or under any finance or credit plan.

(2) When this policy has been in effect for less than 45 business days and is not a renewal with ***us***, ***we*** may cancel for any reason. ***We*** may cancel by notifying ***you*** at least 10 days before the date cancellation takes effect.

(3) When this policy has been in effect for 45 business days or more, or at any time if it is a renewal with ***us***, ***we*** may cancel for the following reasons:

(a) discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;

(b) discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;

(c) a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(d) violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(e) a determination by the Insurance Commissioner that the continuation of the policy would place the insurer in violation of the insurance laws of this state; or

(f) conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against.

We may cancel this policy by notifying ***you*** at least 30 days before the date cancellation takes effect.

(4) When this policy is written for a period longer than one year, ***we*** may cancel for any reason at anniversary. ***We*** may cancel by notifying ***you*** at least 30 days before the date cancellation takes effect.

c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. The return premium will be pro rata.

d. The return premium may not be refunded with the notice of cancellation or when this policy is returned to ***us***. In such cases, ***we*** will refund it within a reasonable time after the date cancellation takes effect.

6. **Nonrenewal.** ***We*** may elect not to renew this policy. If ***we*** elect not to renew, a written notice will be delivered to ***you***, or mailed to ***you*** at ***your*** mailing address shown in the ***Declarations***. The notice will be mailed or delivered at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

7. **Assignment of Policy.** Assignment of this policy will be void and ***we*** will not recognize any such assignment, unless ***we*** give ***our*** written consent.

8. **Subrogation and Reimbursement.**

a. **Subrogation.**

(1) Applicable to SECTION I:

If any ***insured*** to or for whom ***we*** make payment under this policy has rights to recover damages from another, those rights are transferred to ***us*** to the extent of ***our*** payment. That ***insured*** must do everything necessary to secure ***our*** rights and must do nothing after loss to impair them.

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However before a loss, an ***insured*** may waive in writing all rights of recovery against any person.

(2) Applicable to SECTION II:

If any ***insured*** has rights to recover all or part of any payment ***we*** have made under this policy, those rights are transferred to ***us***. An ***insured*** must do nothing after loss to impair them. At ***our*** request, an ***insured*** will bring suit or transfer those rights to ***us*** and help ***us*** enforce them.

Subrogation does not apply under Section II to **Medical Payments to Others** or **Damage to Property of Others**.

b. **Reimbursement.**

If ***we*** make payment under this policy and any ***insured*** to or for whom ***we*** make payment recovers or has recovered from another person or organization, then the ***insured*** to or for whom ***we*** make payment must:

(1) hold in trust for ***us*** the proceeds of any recovery; and

(2) reimburse ***us*** to the extent of ***our*** payment.

9. **Death.** If ***you*** die:

a. ***we*** insure the legal representative of the deceased. This condition applies only with respect to the premises and property of the deceased covered under this policy at the time of death;

b. ***insured*** includes:

(1) any member of ***your*** household who is an ***insured*** at the time of ***your*** death, but only while a resident of the ***residence premises***; and

(2) with respect to ***your*** property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

10. **Conformity to State Law.** When a policy provision is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.

11. **Premium.**

a. Unless as otherwise provided by an alternative payment plan in effect with the ***State Farm Companies*** with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown in the most recently issued ***Declarations***.

b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium applicable at the time of renewal.

c. The premium for this policy may vary based upon:

(1) the purchase of other products or services from the ***State Farm Companies***;

(2) the purchase of products or services from an organization that has entered into an agreement or contract with the ***State Farm Companies***. The ***State Farm Companies*** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or

(3) an agreement, concerning the insurance provided by this policy, that the ***State Farm Companies*** has with an organization of which ***you*** are a member, employee, subscriber, licensee, or franchisee.

d. ***Your*** purchase of this policy may allow:

(1) ***you*** to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the ***State Farm Companies***, subject to their applicable eligibility rules; or

(2) the premium or price for other products or services purchased by ***you***, including non-insurance products or services, to vary. Such other products or services must be provided by the ***State Farm Companies*** or by an organization that has entered into an agreement or contract with the ***State***

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Farm Companies. The ***State Farm Companies*** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

12. **Right to Inspect.**

    a. ***We*** have the right but are not obligated to perform the following:

        (1) make inspections and surveys of the ***insured location*** at any time;

        (2) provide ***you*** with reports on conditions ***we*** find; or

        (3) recommend changes.

        Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

    b. ***We*** do not:

        (1) make safety inspections;

        (2) undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;

        (3) warrant that conditions are safe or healthful; or

        (4) warrant that conditions comply with laws, regulations, codes, or standards.

    This condition applies to ***us*** and to any rating, advisory, rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations on ***our*** behalf.

13. **Joint and Individual Interests.** When there are two or more Named Insureds, each acts for all to cancel or change this policy.

14. **Change of Policy Address.** ***We*** may change the Named Insured's policy address as shown in the ***Declarations*** and in ***our*** records to the most recent address provided to ***us*** by:

    a. ***you***; or

    b. the United States Postal Service.

15. **Electronic Delivery.** With ***your*** consent, ***we*** may electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead of mailing it or delivering it by other means. Proof of transmission will be sufficient proof of notice.

16. **Our Rights Regarding Claim Information.**

    a. ***We*** will collect, receive, obtain, use, and retain all the items described in item b.(1) below and use and retain the information described in item b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of ***our*** business functions.

    b. Subject to 16.a. above, ***we*** will not be restricted in or prohibited from:

        (1) collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;

        (2) using any of the items described in item b.(1) above; or

        (3) retaining:

            (a) any of the items in item b.(1) above; or

            (b) any other information ***we*** have in ***our*** possession as a result of ***our*** processing, handling, or otherwise resolving claims submitted under this policy.

    c. ***We*** may disclose any of the items in b.(1) above and any of the information described in item b.(3)(b) above:

        (1) to enable performance of ***our*** business functions;

        (2) to meet ***our*** reporting obligations to insurance regulators;

        (3) to meet ***our*** reporting obligations to insurance data consolidators;

        (4) to meet other obligations required by law; and

        (5) as otherwise permitted by law.

    d. ***Our*** rights under 16.a., 16.b., and 16.c. above will not be impaired by any:

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(1) authorization related to any claim submitted under this policy; or

(2) act or omission of an ***insured*** or a legal representative acting on an ***insured's*** behalf.

17. **Duties Regarding Claim Information.** An ***insured*** or a legal representative acting on an ***insured's*** behalf must provide ***us*** with any requested authorizations related to the claim. ***Our*** rights as set forth under **Our Rights Regarding Claim Information** of this policy will not be impaired by any:

a. authorization related to the claim; or

b. act or omission of an ***insured*** or a legal representative acting on an ***insured's*** behalf.

OPTIONAL POLICY PROVISIONS

Each Optional Policy Provision applies only as shown in the ***Declarations*** and is subject to all the terms, provisions, exclusions, and conditions of this policy.

Option AI – Additional Insured. The definition of ***insured*** is extended to include the person or organization shown in the ***Declarations*** as an Additional Insured or whose name is on file with ***us***. Coverage is with respect to:

1. **SECTION I – Coverage A**, **Coverage B**, or **Coverage C**; or
2. **SECTION II – Coverage L** and **Coverage M** but only with respect to the ***residence premises***. This coverage does not apply to ***bodily injury*** to an employee arising out of or in the course of the employee's employment by the person or organization.

This option applies only with respect to the location shown in the ***Declarations***.

Option BP – Business Property. The **COVERAGE B – PERSONAL PROPERTY**, **Special Limits of Liability**, item b., for property used or intended for use in a ***business***, including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The $1,500 limit is replaced with the amount shown in the ***Declarations*** for this option.

Option BU – Business Pursuits. SECTION II – EXCLUSIONS, item 1.b. is modified as follows:

1. Section II coverage applies to the ***business*** pursuits of an ***insured*** who is a:
   a. clerical office employee, salesperson, collector, messenger; or
   b. teacher (except college, university, and professional athletic coaches), school principal, or school administrator;

while acting within the scope of the above listed occupations.

2. However, no coverage is provided:
   a. for ***bodily injury*** or ***property damage*** arising out of a ***business*** owned or financially controlled by the ***insured*** or by a partnership of which the ***insured*** is a partner or member;
   b. for ***bodily injury*** or ***property damage*** arising out of the rendering of or failure to render professional services of any nature (other than teaching or school administration). This exclusion includes but is not limited to:
      (1) computer programming, architectural, engineering, or industrial design services;
      (2) medical, surgical, dental, or other services or treatment conducive to the health of persons or animals; and
      (3) beauty or barber services or treatment;
   c. for ***bodily injury*** to a fellow employee of the ***insured*** injured in the course of employment; or
   d. when the ***insured*** is a member of the faculty or teaching staff of a school or college:
      (1) for ***bodily injury*** or ***property damage*** arising out of the maintenance, use, loading, or unloading of:
         (a) draft or saddle animals, including vehicles for use with them; or
         (b) aircraft, ***motor vehicles***, recreational ***motor vehicles*** or watercraft, airboats, air cushions, or personal watercraft which use a water jet pump powered by an internal combustion

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engine as the primary source of propulsion;

owned, operated, or hired by or for the ***insured*** or employer of the ***insured*** or used by the ***insured*** for the purpose of instruction in the use thereof; or

(2) under **Coverage M** for ***bodily injury*** to a student arising out of corporal punishment administered by or at the direction of the ***insured***.

Option FA – Firearms. Firearms are covered for accidental direct physical loss or damage.

The limits for this option are shown in the ***Declarations***. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss.

The following additional provisions apply:

1. ***We*** will not pay for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:
   a. mechanical breakdown, wear and tear, or gradual deterioration;
   b. all animals, birds, or insects, including nesting, infestation, gnawing, feeding, breeding, or discharge or release of waste products or secretions by animals, birds, or insects. However, ***we*** will pay for losses caused by wild bears or deer;
   c. any process of refinishing, renovating, or repairing;
   d. dampness of atmosphere or extremes of temperatures;
   e. inherent defect or faulty manufacture;
   f. rust, fouling, or explosion of firearms;
   g. breakage, marring, scratching, tearing, or denting unless caused by fire, thieves, or accidents to conveyances; or
   h. infidelity of an ***insured's*** employees or persons to whom the insured property may be entrusted or rented;
2. ***Our*** limit for loss by any Coverage B peril except theft is the limit shown in the ***Declarations*** for Coverage B, plus the aggregate limit;
3. ***Our*** limits for loss by theft are those shown in the ***Declarations*** for this option. These limits apply in lieu of the Coverage B theft limit; and
4. ***Our*** limits for loss by any covered peril except those in items 2. and 3. above are those shown in the ***Declarations*** for this option.

Option ID – Increased Dwelling Limit. ***We*** will settle losses to damaged ***building structures*** covered under **COVERAGE A – DWELLING** according to the **Loss Settlement Provision** shown in the ***Declarations***.

If the amount ***you*** actually and necessarily spend to repair or replace damaged ***building structures*** exceeds the applicable limit of liability shown in the ***Declarations***, ***we*** will pay the additional amounts not to exceed:

1. the Option ID limit of liability shown in the ***Declarations*** to repair or replace the ***dwelling***; or
2. 10% of the Option ID limit of liability to repair or replace ***building structures*** covered under **COVERAGE A – DWELLING, Other Structures**.

Report Increased Values. ***You*** must notify ***us*** within 90 days of the start of construction on any new ***building structure*** costing $5,000 or more; or any additions to or remodeling of ***building structures*** that increase their values by $5,000 or more. ***You*** must pay any additional premium due for the increased value. ***We*** will not pay more than the applicable limit of liability shown in the ***Declarations*** if ***you*** fail to notify ***us*** of the increased value within 90 days.

Option IO – Incidental Business. The coverage provided by this option applies only to that incidental ***business*** occupancy on file with ***us***.

1. **COVERAGE A – DWELLING, Other Structures**, item 2.b. is deleted.
2. **COVERAGE B – PERSONAL PROPERTY** is extended to include equipment, supplies, and furnishings usual and incidental to this ***business*** occupancy. This Optional Policy Provision does not include electronic data processing system equipment or the recording or storage media used with that equipment or merchandise held as samples or for sale or for delivery after sale.

   The Option IO limits are shown in the ***Declarations***. The first limit applies to property on the ***residence premises***. The second limit applies to property

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while off the ***residence premises***. These limits are in addition to the **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability** on property used or intended for use in a ***business***.

3. Under Section II, the ***residence premises*** is not considered ***business*** property because an ***insured*** occupies a part of it as an incidental ***business***.

4. **SECTION II – EXCLUSIONS**, item 1.b. is replaced with the following:

   b. ***bodily injury*** or ***property damage*** arising out of ***business*** pursuits of any ***insured***, except as provided in item c. below. This exclusion does not apply to activities that are ordinarily incident to non-***business*** pursuits or to ***business*** pursuits of an ***insured*** that are necessary or incidental to the use of the ***residence premises*** as an incidental ***business***;

5. This insurance does not apply to:

   a. ***bodily injury*** to an employee of an ***insured*** arising out of the ***residence premises*** as an incidental ***business*** other than to a ***residence employee*** while engaged in the employee's employment by an ***insured***;

   b. ***bodily injury*** to a student arising out of corporal punishment administered by or at the direction of the ***insured***;

   c. liability arising out of any acts, errors, or omissions of an ***insured***, or any other person for whose acts an ***insured*** is liable, resulting from the preparation or approval of data, plans, designs, opinions, reports, programs, specifications, supervisory inspections, or engineering services in the conduct of an ***insured's*** incidental ***business*** involving data processing, computer consulting, or computer programming; or

   d. any claim made or suit brought against any ***insured*** by:

      (1) any person in the care of any ***insured*** because of child care services provided by or at the direction of:

         (a) any ***insured***;

         (b) any employee of any ***insured***; or

         (c) any other person actually or apparently acting on behalf of any ***insured***; or

      (2) any person who makes a claim because of ***bodily injury*** to any person in the care of any ***insured*** because of child care services provided by or at the direction of:

         (a) any ***insured***;

         (b) any employee of any ***insured***; or

         (c) any other person actually or apparently acting on behalf of any ***insured***.

      Coverage M does not apply to any person indicated in d.(1) and d.(2) above.

      This exclusion does not apply to the occasional child care services provided by any ***insured***, or to the part-time child care services provided by any ***insured*** under 19 years of age.

Option JF – Jewelry and Furs. Jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones, gold other than goldware, silver other than silverware, and platinum are covered for accidental direct physical loss or damage.

The limits for this option are shown in the ***Declarations***. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss. All provisions and exclusions of **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY, Theft** apply to Option JF.

The following additional provisions apply:

1. ***We*** will not pay for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:

   a. mechanical breakdown, wear and tear, or gradual deterioration;

   b. all animals, birds or insects, including nesting, infestation, gnawing, feeding, breeding, or discharge or release of waste products or secretions by animals, birds, or insects. However, ***we*** will pay for losses caused by wild bears or deer;

   c. inherent vice; or

   d. seizure or destruction under quarantine or customs regulations;

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2. ***Our*** limit for loss by any Coverage B peril except theft is the limit shown in the ***Declarations*** for Coverage B, plus the aggregate limit;

3. ***Our*** limits for loss by theft are those shown in the ***Declarations*** for this option. These limits apply in lieu of the Coverage B theft limit; and

4. ***Our*** limits for loss by any covered peril except those in items 2. and 3. above are those shown in the ***Declarations*** for this option.

Option OL – Building Ordinance or Law.

1. **Coverage Provided.** The total limit of insurance provided by this option will not exceed an amount equal to the Option OL percentage shown in the ***Declarations*** of the Coverage A limit shown in the ***Declarations*** at the time of the loss, as adjusted by the Inflation Coverage provisions of this policy. This is an additional amount of insurance and applies to ***building structures*** on the ***residence premises***.

2. **Damaged Portions of *Building Structure*.** When a ***building structure*** covered under **COVERAGE A – DWELLING** is damaged by a ***loss insured***, ***we*** will pay for the increased cost to repair or rebuild the physically damaged portion of the ***building structure*** caused by the enforcement of a building, zoning, or land use ordinance or law if the enforcement is directly caused by the same ***loss insured*** and the requirement is in effect at the time the ***loss insured*** occurs.

3. **Undamaged Portions of Damaged *Building Structure*.** When a ***building structure*** covered under **COVERAGE A – DWELLING** is damaged by a ***loss insured***, ***we*** will also pay for:

   a. the cost to demolish and clear the site of the undamaged portions of the ***building structure*** caused by the enforcement of a building, zoning, or land use ordinance or law if the enforcement is directly caused by the same ***loss insured*** and the requirement is in effect at the time the ***loss insured*** occurs; and

   b. loss to the undamaged portion of the ***building structure*** caused by enforcement of any ordinance or law if:

      (1) the enforcement is directly caused by the same ***loss insured***;

      (2) the enforcement requires the demolition of portions of the same ***building structure*** not damaged by the same ***loss insured***;

      (3) the ordinance or law regulates the construction or repair of the ***building structure***, or establishes zoning or land use requirements at the described premises; and

      (4) the ordinance or law is in force at the time of the occurrence of the same ***loss insured***; or

   c. legally required changes to the undamaged portion of the ***building structure*** caused by the enforcement of a building, zoning, or land use ordinance or law, if:

      (1) the enforcement is directly caused by the same ***loss insured***;

      (2) the requirement is in effect at the time the ***loss insured*** occurs; and

      (3) the legally required changes are made to the undamaged portions of specific ***building structure*** features, systems, or components that have been physically damaged by the ***loss insured***.

   We will not pay for legally required changes to specific ***building structure*** features, systems, or components that have not been physically damaged by the ***loss insured***.

4. **Building Ordinance or Law Coverage Limitations.**

   a. ***We*** will not pay for any increased cost of construction:

      (1) until the ***building structure*** is actually repaired or replaced at the same or another premises in the same general vicinity;

      (2) unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years; and

      (3) due to any original or subsequent construction, addition, modification, renovation, remodel, or repair to a ***building structure*** that did not comply with a building, zoning, or land use ordinance or law in effect when the construction, addition, modification, renovation, remodel, or repair was performed.

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b. ***We*** will not pay more under this coverage than the amount ***you*** actually spend:

(1) for the increased cost to repair or rebuild the ***building structure*** at the same or another premises in the same general vicinity if relocation is required by ordinance or law; and

(2) to demolish and clear the site of the undamaged portions of the ***building structure*** caused by enforcement of building, zoning, or land use ordinance or law.

We will not pay for more than a ***building structure*** of the same height, floor area, and style on the same or similar premises as the ***building structure***, subject to the limit provided in paragraph 1. **Coverage Provided** of this option.

Option SG – Silverware and Goldware Theft. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability,** item i., for theft of silverware and goldware is increased to be the amount shown in the ***Declarations*** for this option.

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HOMEOWNERS AMENDATORY ENDORSEMENT (Oklahoma)

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY

DEFINITIONS

Under the definition of ***"business"***, item d. is replaced by the following:

Business does not include:

d. the ownership, maintenance, or use of systems and equipment used to generate electrical power, if:

(1) the power generated is intended primarily for consumption on the ***residence premises***; and

(2) any resulting income is incidental, including but not limited to:

(a) utility bill credits; or

(b) incidental income;

derived from sending excess power back to the electricity grid; or

The definition of ***"occurrence"*** is replaced by the following:

"occurrence", when used in Section II of this policy, means an accident, including accidental exposure to conditions, which first results in:

a. ***bodily injury***; or

b. ***property damage***;

during the policy period. All ***bodily injury*** and ***property damage*** resulting from one accident, series of related accidents, or from continuous or repeated exposure to the same general conditions is considered to be one ***occurrence***.

SECTION I – PROPERTY COVERAGES

COVERAGE A – DWELLING

Item 3.c. is replaced by the following:

c. systems and equipment used to generate electrical power, unless:

(1) the power generated is intended primarily for consumption on the ***residence premises***; and

(2) any resulting income is incidental, including but not limited to:

(a) utility bill credits; or

(b) incidental income;

derived from sending excess power back to the electricity grid.

SECTION I – ADDITIONAL COVERAGES

The following is added to **Volcanic Action**:

When applicable, the following coverages apply to a loss covered by **Volcanic Action**:

a. **COVERAGE C – LOSS OF USE**;

b. **SECTION I – ADDITIONAL COVERAGES**; and

c. **Option OL – Building Ordinance or Law**, only if this option is shown in the **Declarations**.

The following is added to **Collapse**:

When applicable, the following coverages apply to a loss covered by **Collapse**:

a. **COVERAGE C – LOSS OF USE**;

b. **SECTION I – ADDITIONAL COVERAGES**; and

c. **Option OL – Building Ordinance or Law**, only if this option is shown in the **Declarations**.

The following is added to **Fuel Oil Release**:

When applicable, the following coverages apply to a loss covered by **Fuel Oil Release**:

a. **COVERAGE C – LOSS OF USE**;

b. **SECTION I – ADDITIONAL COVERAGES**; and

c. **Option OL – Building Ordinance or Law**, only if this option is shown in the **Declarations**.

Any payments made for these coverages are included in, and not in addition to, the $10,000 limit of insurance for **Fuel Oil Release**.

SECTION I – CONDITIONS

Under **Mortgagee Clause**, paragraph 10.c. is replaced by the following:

c. If ***we*** cancel this policy, the mortgagee will be notified at least 10 days before the date cancellation takes effect.

SECTION II – LIABILITY COVERAGES

SECTION II – ADDITIONAL COVERAGES

The following is added to **Damage to Property of Others**:

d. Under **SECTION II – EXCLUSIONS**, exclusion 2.c. does not apply to the coverage provided by **Damage to Property of Others**.

SECTION II – EXCLUSIONS

Under **SECTION II – EXCLUSIONS**, 1.p. is replaced by the following:

1. Coverage L and Coverage M do not apply to:

p. ***bodily injury*** or ***property damage*** arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power, unless:

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(1) the power generated is intended primarily for consumption on the ***residence premises***; and

(2) any resulting income is incidental, including but not limited to:

(a) utility bill credits; or

(b) incidental income;

derived from sending excess power back to the electricity grid.

Under **SECTION II – EXCLUSIONS**, 2.a. and 2.c. are replaced by the following:

2. Coverage L does not apply to:

a. liability:

(1) for ***your*** share of any loss assessment charged against all members of any type of association of property owners; or

(2) imposed on or assumed by any ***insured*** through any unwritten or written contract or agreement. This exclusion does not apply to:

(a) liability for damages that the ***insured*** would have in absence of the contract or agreement; or

(b) written contracts:

(i) that directly relate to the ownership, maintenance, or use of any ***insured location***; or

(ii) when the liability of others is assumed by ***you*** prior to the ***occurrence***;

unless excluded elsewhere in the policy;

c. ***property damage*** to property rented to, used or occupied by, or in the care, custody, or control of any ***insured*** at the time of the ***occurrence***. This exclusion does not apply to ***property damage*** caused by:

(1) fire;

(2) smoke;

(3) explosion;

(4) abrupt and accidental damage from water; or

(5) household pets, up to $500 in excess of ***your*** security deposit;

SECTION I AND SECTION II – CONDITIONS

Under **Cancellation**, 5.b. is replaced by the following:

b. ***We*** may cancel this policy by providing notice to a named insured shown on the ***Declarations***. The notice will provide the date cancellation is effective.

(1) When ***you*** have not paid the premium, ***we*** may cancel at any time by providing notice at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to ***us*** or ***our*** agent or under any finance or credit plan.

(2) When this policy has been in effect for less than 45 business days and is not a renewal with ***us***, ***we*** may cancel for any reason. ***We*** may cancel by-providing notice at least 10 days before the date cancellation takes effect.

(3) When this policy has been in effect for 45 business days or more, or at any time if it is a renewal with ***us***, ***we*** may cancel for the following reasons:

(a) discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;

(b) discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;

(c) a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(d) violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(e) a determination by the Insurance Commissioner that the continuation of the policy would place the insurer in violation of the insurance laws of this state; or

(f) conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against.

We may cancel this policy by providing notice at least 30 days before the date cancellation takes effect.

(4) When this policy is written for a period longer than one year, ***we*** may cancel for any reason at anniversary. ***We*** may cancel by providing notice at least 30 days before the date cancellation takes effect.

Nonrenewal is replaced by the following:

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Nonrenewal. If ***we*** decide not to renew this policy, then, at least 30 days before the end of the current policy period, ***we*** will provide a nonrenewal notice to a named insured shown on the ***Declarations***.

Joint and Individual Interests is replaced by the following:

Joint and Individual Interests. If ***you*** consists of more than one person or entity, then each acts for all to change or cancel this policy.

Electronic Delivery is deleted.

OPTIONAL POLICY PROVISIONS

Option ID is replaced by the following:

Option ID – Increased Dwelling Limit. ***We*** will settle losses to damaged ***building structures*** covered under **COVERAGE A – DWELLING** according to the **Loss Settlement Provision** shown in the ***Declarations***.

1. If the amount ***you*** actually and necessarily spend to repair or replace the damaged ***dwelling*** exceeds the limit of liability shown in the ***Declarations*** for Coverage A – Dwelling, ***we*** will pay the additional amounts not to exceed the Option ID limit shown in the ***Declarations***.
2. If the amount ***you*** actually and necessarily spend to repair or replace damaged ***building structures*** covered under **COVERAGE A – DWELLING**, **Other Structures** exceeds the limit of liability shown in the ***Declarations*** for Other Structures, ***we*** will pay the additional amounts not to exceed 10% of the Option ID limit shown in the ***Declarations***.

Report Increased Values. ***You*** must notify ***us*** within 90 days of the start of construction on any new ***building structure*** costing $5,000 or more; or any additions to or remodeling of ***building structures*** that increase their values by $5,000 or more. ***You*** must pay any additional premium due for the increased value. ***We*** will not pay more than the applicable limit of liability shown in the ***Declarations*** if ***you*** fail to notify ***us*** of the increased value within 90 days.

All other policy provisions apply.

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HO-2441.2 HOME SYSTEMS PROTECTION

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY, CONDOMINIUM UNITOWNERS POLICY

AGREEMENT

We agree to provide the insurance described in this endorsement in compliance with all applicable provisions (including but not limited to **DEFINITIONS**, **LOSSES NOT INSURED**, and **CONDITIONS**) of this policy. Coverage provided under this endorsement does not increase any limit of liability under **SECTION I**.

DEFINITIONS

For the purposes of this endorsement, the following definitions are added:

1. ***"computer equipment"*** means electronic data processing hardware and related peripheral equipment. This includes, but is not limited to, monitors and display screens, ***media***, keyboards, printers, modems, and permanently installed wiring associated with such equipment.
2. **Covered Home Equipment**
   a. ***"covered home equipment"*** means property covered under **COVERAGE A – DWELLING** that:
      (1) generates, transmits, or utilizes energy; or
      (2) during normal usage, operates under vacuum or pressure, other than the weight of its contents.

      Covered home equipment may utilize conventional design and technology or new or newly commercialized design and technology.
   b. None of the following is ***covered home equipment***:
      (1) supporting structure, cabinet, or compartment;
      (2) insulating material associated with ***covered home equipment***;
      (3) water piping other than boiler feedwater piping, boiler condensate return piping, or water piping connected to a heating or air conditioning system;
      (4) wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system;
      (5) buried or encased piping or buried vessels; however, interior buried or encased piping connected to a heating or air conditioning system is ***covered home equipment***;
      (6) software or electronic data;
      (7) kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer, or clothes dryer;
      (8) ***computer equipment*** or any electronic component used with such ***computer equipment***, unless it is permanently installed as part of the ***dwelling***; or
      (9) electronic entertainment equipment, including but not limited to, television or stereo equipment, or any electronic component used with such electronic entertainment equipment.
3. ***"cyber event"*** means cyber activity including but not limited to:
   a. The introduction of malicious code including viruses, worms, Trojans, spyware and keyloggers within ***covered home equipment***; or
   b. Unauthorized electronic access to ***covered home equipment*** or to electronic data or software within or used with ***covered home equipment***.
4. ***"electronic circuitry"*** means microelectronic components, including but not limited to, circuit boards, integrated circuits, computer chips, and disk drives.
5. ***"electronic circuitry impairment"*** means an accidental event involving ***electronic circuitry*** within ***covered home equipment*** that causes ***covered home equipment*** to suddenly lose its ability to function as it had been functioning immediately before such event. An ***electronic circuitry impairment*** must also meet each of the following conditions:
   a. ***We*** determine that the reasonable and appropriate remedy to restore such ***covered home equipment's*** ability to function is the replacement of one or more ***electronic circuitry*** components of the ***covered home equipment***.
   b. The ***covered home equipment*** must be owned or used by an ***insured***.
   c. None of the following is an ***electronic circuitry impairment***:
      (1) Any condition that can be reasonably remedied by:
         (a) Normal maintenance, including but not limited to replacing expendable parts, recharging batteries, or cleaning;
         (b) Rebooting, reloading, or updating software or firmware; or
         (c) Providing necessary power or supply.
      (2) Any condition caused by or relating to:

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(a) Incompatibility of the ***covered home equipment*** with any software or equipment installed, introduced, or networked within the prior 30 days; or

(b) Insufficient size, capability, or capacity of the ***covered home equipment***.

(3) Exposure to adverse environmental conditions, including but not limited to, change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

6. **Equipment Breakdown**

a. ***"equipment breakdown"*** means an abrupt and accidental:

(1) mechanical breakdown;

(2) electrical breakdown; or

(3) bursting, cracking, or splitting;

of ***covered home equipment*** that results in direct physical damage and requires repair or replacement of all or part of the damaged ***covered home equipment***.

b. None of the following is an ***equipment breakdown***:

(1) rust, corrosion, (including pinhole leaks), erosion, deterioration, or gradual loss of efficiency or functionality of ***covered home equipment***;

(2) leakage or seepage at or from any connection, valve, fitting, shaft, or seal;

(3) complete or partial interruption of electrical power, fuel, or water supply, whether deliberate or accidental;

(4) any condition which can be corrected by resetting, recalibrating, or by the performance of maintenance; or

(5) cosmetic or other damage that does not impair functionality.

7. **Home System Breakdown**

a. ***"home system breakdown"*** means an ***equipment breakdown*** or ***electronic circuitry impairment***.

b. None of the following is a ***home system breakdown***:

(1) any programming error, programming limitation, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or ***media*** of any kind; or

(2) a ***cyber event***.

However, an ensuing ***equipment breakdown*** or ***electronic circuitry impairment*** will be considered a ***home system breakdown***.

8. ***"media"*** means material on which data is recorded. This includes, but is not limited to, magnetic tapes, hard drives, optical storage drives, or CD/DVD drives.

9. ***"one home system breakdown"*** means: If an initial ***home system breakdown*** causes other ***home system breakdowns***, all will be considered ***one home system breakdown***. All ***home system breakdowns*** that are the result of the same event will be considered ***one home system breakdown***.

SECTION I – LOSSES INSURED

For the purposes of this endorsement, the following is added, subject to the limit provided under the **CONDITIONS** section of this endorsement unless otherwise specified below. These coverages do not increase the limit of liability under Home Systems Protection.

1. **Loss to Covered Home Equipment**

We will pay for direct physical loss or damage to ***covered home equipment*** caused by a ***home system breakdown*** and that occurs on the ***residence premises***. ***We*** will consider ***electronic circuitry impairment*** to be physical damage to ***covered home equipment***.

We will not pay for any property that is not ***covered home equipment*** except for refrigerated property to the extent it is covered under **Spoilage**.

2. **Spoilage**

With respect to ***your*** refrigerated products, ***we*** will pay:

a. for physical damage due to spoilage caused by a ***home system breakdown***;

b. any necessary expenses ***you*** incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

We will pay up to $500 for **Spoilage**. Any loss payable under both this endorsement and **SECTION I – ADDITIONAL COVERAGES, Refrigerated Products** under ***your*** policy, will be paid first in accordance with **SECTION I – ADDITIONAL COVERAGES, Refrigerated Products**. Any payment under this endorsement will be excess over such coverage but no payments will be duplicated.

3. **Loss of Use**

Coverage for **Additional Living Expense** and **Fair Rental Value**, as defined under **COVERAGE C – LOSS OF USE**, is extended to the coverage provided by this endorsement.

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4. **Expediting Expenses**

With respect to ***your covered home equipment*** that is damaged as the result of a ***home system breakdown***, ***we*** will pay the reasonable extra cost to:

a. make temporary repairs; and

b. expedite permanent repairs or permanent replacement.

SECTION I – LOSSES NOT INSURED

For the purposes of this endorsement, **SECTION I – LOSSES NOT INSURED**, the following is added:

4. ***We*** will not pay for loss, under any part of this coverage, that consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through g. below, regardless of whether the loss occurs abruptly or gradually, involves isolated or widespread damage, arises from natural or external forces, occurs on or off the ***residence premises***, or occurs as a result of any combination of these:

a. electrical power surge or brown out, whether or not caused by lightning;

b. fire (including fire resulting from a ***home system breakdown***) or water or other means used to extinguish a fire;

c. explosion;

d. lightning; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; breakage of glass; falling objects; weight of snow, ice, or sleet; freezing (caused by cold weather); collapse;

e. vandalism, meaning a malicious act that causes damage or destruction. However, this exclusion does not apply to a ***cyber event***.

f. theft; or

g. water or sewage resulting from a ***home system breakdown***.

For purposes of this endorsement, **SECTION I – LOSSES NOT INSURED**, items 2.b., 2.c., and 2.f. are replaced with the following:

b. **Earth Movement**, meaning the sinking, rising, shifting, expanding, or contracting of earth, all regardless of whether combined with water, sewage, or any material carried by, or otherwise moved by the earth. Earth movement includes but is not limited to:

(1) earthquake;

(2) landslide, mudslide, or mudflow;

(3) sinkhole or subsidence;

(4) movement resulting from:

(a) improper compaction;

(b) site selection;

(c) natural resource extraction activities; or

(d) excavation

(5) erosion;

(6) pressure by surface or subsurface earth or fill; or

(7) any volcanic activity, except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Volcanic Action.**

c. **Water**, meaning:

(1) flood;

(2) surface water. However, surface water does not include water solely caused by the release of water from a swimming pool, spigot, sprinkler system, hose, or hydrant;

(3) waves (including tidal wave, tsunami, and seiche);

(4) tides or tidal water;

(5) overflow of any body of water (including any release, escape, or rising of any body of water, or any water held, contained, controlled, or diverted by a dam, levee, dike, or any type of water containment, diversion, or flood control device);

(6) spray or surge from any of the items c.(1) through c.(5) described above, all whether driven by wind or not;

(7) water or sewage from outside the ***residence premises*** plumbing system that enters through sewers or drains, or water or sewage that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area;

(8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a ***building structure***, sidewalk, driveway, swimming pool, or other structure; or

(9) material carried or otherwise moved by any of the water or sewage, as described in paragraphs c.(1) through c.(8) above.

f. **Nuclear Hazard**, meaning 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.

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SECTION I – DEDUCTIBLE

Subject to the limit provided under the **CONDITIONS** section of this endorsement, ***we*** will pay only that part of the loss that exceeds $500. No other deductible applies to this coverage.

SECTION I – LOSS SETTLEMENT

For the purposes of this endorsement, **SECTION I – LOSS SETTLEMENT** is replaced by:

1. ***Our*** payment for damaged covered property will be the smallest of:
   a. the applicable limit of liability;
   b. the cost to repair the damaged property;
   c. the cost to replace the damaged property with like kind, quality, and capacity on the same ***residence premises***; or
   d. the necessary amount actually spent to repair or replace the damaged property.
2. Except as described in **Environmental, Safety and Efficiency Improvements** below, ***you*** are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
3. If ***you*** do not repair or replace the damaged property within 24 months after the date of the ***home system breakdown***, then ***we*** will pay only the smaller of:
   a. the cost it would have taken to repair or replace at the time of the ***home system breakdown***; or
   b. the ***actual cash value*** at the time of the ***home system breakdown***.

SECTION I – CONDITIONS

For the purposes of this endorsement, the following conditions are added:

Limit of Liability

The limit of liability under this endorsement is dependent upon the age of ***your covered home equipment***. The most ***we*** will pay for loss, damage and expense arising from any ***one home system breakdown*** to ***covered home equipment***:

a. manufactured less than 15 years prior to the ***home system breakdown*** is $50,000; or
b. manufactured 15 years or more prior to the ***home system breakdown*** is $2,000. However, if the damaged ***covered home equipment*** was installed as new, unused equipment within 15 years prior to the ***home systems breakdown***, the limit shown in a. above will apply.

Environmental, Safety and Efficiency Improvements

If ***covered home equipment*** requires replacement due to a ***home system breakdown***, ***we*** will pay ***your*** additional cost to replace with equipment that is better for the environment, safer for people, or more energy or water efficient than the equipment being replaced.

However, ***we*** will not pay to increase the size or capacity of the equipment and ***we*** will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which ***actual cash value*** applies and does not increase any of the applicable limits.

Application of Coverage

Any loss payable under both this endorsement and under ***your*** policy without considering the terms of this endorsement, will be paid first in accordance with the terms of ***your*** policy without consideration of the terms of this endorsement. Any payment under this endorsement will then be excess but no payments will be duplicated.

All other policy provisions apply.

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HO-2442.2 SERVICE LINE COVERAGE

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY

AGREEMENT

We agree to provide the insurance described in this endorsement in compliance with all applicable provisions (including but not limited to **DEFINITIONS**, **LOSSES NOT INSURED**, and **CONDITIONS**) of this policy. Coverage under this endorsement does not increase any limit of liability under **SECTION I**.

DEFINITIONS

For the purposes of this endorsement, the following definitions are added:

1. **Covered service line**
   a. ***"covered service line"*** means exterior underground piping and wiring, including permanent connections, valves, or attached devices providing one of the following services to ***your residence premises***:
      (1) communications, including cable transmission, data transmission, internet access, and telecommunications;
      (2) compressed air;
      (3) drainage;
      (4) electrical power;
      (5) heating, including geothermal, natural gas, propane, and steam;
      (6) waste disposal; or
      (7) water.
   b. A ***covered service line*** must be owned by ***you*** or ***you*** must be responsible for its repair or replacement as required by law, regulation, or service agreement. Should repair or replacement be ***your*** responsibility, a ***covered service line*** ends at the precise location where ***your*** responsibility for such repair or replacement ends. However, in no event will a ***covered service line*** extend beyond the point of connection to the main service or utility line.
   c. ***Covered service line*** does not include:
      (1) that part of piping or wiring that runs through or under a body of water, including but not limited to, a swimming pool, pond, or lake;
      (2) that part of piping or wiring that runs through or under the dwelling or other structure. However, this clause c.(2) shall not apply to piping or wiring that runs under:
         (a) a driveway or walkway; or
         (b) a structure not immediately above a foundation and raised sufficiently from the ground that such piping or wiring can be accessed without damaging or dismantling any structure;
      (3) piping or wiring that is not connected and ready for use;
      (4) septic systems, including leach fields, septic tanks, pumps, motors, or piping that runs from the septic tank to the leach fields, other than covered waste disposal piping running from ***your dwelling*** or other structure to a septic tank;
      (5) water wells, including well pumps or motors;
      (6) heating and cooling systems, including heat pumps; or
      (7) sprinkler system pumps, motors, or heads.
2. ***"one service line failure"*** means: If an initial ***service line failure*** causes other ***service line failures***, all will be considered ***one service line failure***. All ***service line failures*** that are the result of the same event will be considered ***one service line failure***.
3. ***"service line failure"*** means a leak, break, tear, rupture, collapse, or electrical arcing of a ***covered service line*** not otherwise excluded. A ***service line failure*** may be caused by, but is not limited to, the following perils:
   a. wear and tear, marring, deterioration, or hidden decay;
   b. rust or other corrosion;
   c. mechanical breakdown, latent defect, or inherent vice;
   d. weight of vehicles, equipment, animals, or people;
   e. vermin, insects, rodents, or other animals;
   f. artificially generated electrical current;
   g. freezing or frost heave;
   h. external force from a shovel, backhoe, or other form of excavation; or
   i. tree or other root invasion.

   Service line failure does not include blockage or low pressure of a ***covered service line*** when there is no physical damage to the ***covered service line***.

SECTION I – LOSSES INSURED

For the purposes of this endorsement, the following is added, subject to the limit provided under the **CONDITIONS** section of this endorsement:

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1. **Damages to Covered Service Line**

   We will pay for physical loss or damage to ***your covered service line*** that is the direct result of a ***service line failure***.

   We will not pay:

   a. additional costs incurred for loss or increased usage of water, natural gas, propane, or any other service caused by or resulting from a ***service line failure***;

   b. for loss or damage to a ***covered service line*** that is damaged while it is being installed, dismantled, or repaired. However, this shall not apply if a covered ***service line failure*** necessitated such installation, dismantling, or repair; or

   c. to clean up or remove contaminants or pollutants, hazardous waste, or sewage.

2. **Excavation Costs**

   With respect to ***your covered service line*** that is damaged as the result of a ***service line failure***, ***we*** will pay the necessary and reasonable excavation costs that are required to repair or replace the damaged ***covered service line***.

3. **Expediting Expenses**

   With respect to ***your covered service line*** that is damaged as the result of a ***service line failure***, ***we*** will pay the reasonable extra cost to:

   a. make temporary repairs; and

   b. expedite permanent repairs or permanent replacement.

4. **Loss of Use**

   Coverage for **Additional Living Expense** and **Fair Rental Value**, as described under **COVERAGE C – LOSS OF USE**, is extended to the coverage provided by this endorsement.

5. **Outdoor Property**

   We will pay for ***your*** outdoor property, including but not limited to, trees, shrubs, plants, lawns, walkways, and driveways, that is damaged as a result of a ***service line failure*** or that is damaged during the excavation of ***your covered service line*** following a ***service line failure***.

SECTION I – LOSSES NOT INSURED

For purposes of this endorsement, **SECTION I – LOSSES NOT INSURED**, the following is added:

4. ***We*** will not pay for loss, under any part of this coverage, that consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through c. below, regardless of whether the loss occurs abruptly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

   a. fire; or water or other means used to extinguish a fire;

   b. explosion;

   c. lightning; windstorm or hail; smoke; aircraft; riot or civil commotion; theft; breakage of glass;

For purposes of this endorsement, **SECTION I – LOSSES NOT INSURED**, items 2.b. and 2.c. are replaced with the following:

b. **Earth Movement**, meaning the sinking, rising, shifting, expanding, or contracting of earth, all regardless of whether combined with water, sewage, or any material carried by, or otherwise moved by the earth. Earth movement includes but is not limited to:

   (1) earthquake;

   (2) landslide, mudslide, or mudflow;

   (3) sinkhole or subsidence;

   (4) movement resulting from:

      (a) improper compaction;

      (b) site selection;

      (c) natural resource extraction activities; or

      (d) excavation;

   (5) erosion;

   (6) pressure by surface or subsurface earth or fill; or

   (7) any volcanic activity, except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Volcanic Action.**

   However, Earth Movement does not include frost heave.

c. **Water**, meaning:

   (1) flood;

   (2) surface water. However, surface water does not include water solely caused by the release of water from a swimming pool, spigot, sprinkler system, hose, or hydrant;

   (3) waves (including tidal wave, tsunami, and seiche);

   (4) tides or tidal water;

   (5) overflow of any body of water (including any release, escape, or rising of any body of water, or any water held, contained, controlled, or diverted by a dam, levee, dike, or any type of water containment, diversion, or flood control device);

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(6) spray or surge from any of the items c.(1) through c.(5) described above, all whether driven by wind or not;

(7) water or sewage from outside the ***residence premises*** plumbing system that enters through sewers or drains, or water or sewage that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area;

(8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a ***building structure***, sidewalk, driveway, swimming pool, or other structure; or

(9) material carried or otherwise moved by any of the water or sewage, as described in paragraphs c.(1) through c.(8) above.

SECTION I – DEDUCTIBLE

Subject to the limit provided under the **CONDITIONS** section of this endorsement, ***we*** will pay only that part of the loss that exceeds $500. No other deductible applies to this coverage.

SECTION I – LOSS SETTLEMENT

For the purposes of this endorsement, **SECTION I – LOSS SETTLEMENT** is replaced by:

1. ***Our*** payment for damaged covered property will be the smallest of:
   a. the limit of liability that applies to this endorsement;
   b. the cost to repair the damaged property;
   c. the cost to replace the damaged property on the same premises; or
   d. the necessary amount actually spent to repair or replace the damaged property.
2. Except as described in **Environmental, Safety and Efficiency Improvements** below, ***you*** are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
3. ***You*** are responsible for the extra cost to alter or relocate ***covered service lines***, unless such alteration or relocation is required by law or ordinance.

SECTION I – CONDITIONS

For the purposes of this endorsement, the following conditions are added:

The Limit of Liability

The limit of liability under this endorsement is dependent upon the age of ***your covered service line***.

The most ***we*** will pay for loss, damage and expense arising from any ***one service line failure*** to a ***covered service line***:

a. less than 50 years old is $10,000; or

b. 50 years old or older is $2,500.

The age of the ***covered service line*** will be determined by documentation ***you*** can provide that indicates when the ***covered service line*** was newly installed or replaced in its entirety. If that is not available then the age of the ***covered service line*** will be the age of ***your dwelling*** on ***your residence premises*** shown in the Declarations.

Environmental, Safety and Efficiency Improvements

If a ***covered service line*** requires replacement due to a ***service line failure***, ***we*** will pay ***your*** additional cost to replace with materials that are better for the environment, safer for people, or more energy or water efficient than the materials being replaced.

However, ***we*** will not pay to increase the size or capacity of the materials and ***we*** will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not increase the limit that applies to this endorsement.

Application of Coverage

Any loss payable under both this endorsement and under ***your*** policy without considering the terms of this endorsement, will be paid first in accordance with the terms of ***your*** policy without consideration of the terms of this endorsement. Any payment under this endorsement will then be excess but no payments will be duplicated.

All other policy provisions apply.

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BACK-UP OF SEWER OR DRAIN ENDORSEMENT (Homeowners)

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY

The following is added to **SECTION I – ADDITIONAL COVERAGES**:

Back-up of Sewer or Drain. ***We*** will pay for accidental direct physical loss to the ***dwelling*** and covered personal property located within the ***dwelling***, caused by back-up of water or sewage, subject to the following:

a. The back-up must be directly and immediately caused solely by water or sewage:

(1) from outside the ***residence premises*** plumbing system that enters through a sewer or drain located inside the interior of the ***dwelling***; or

(2) that enters into and overflows from within a sump pump, sump pump well, or any other system located inside the interior of the ***dwelling*** designed to remove subsurface water drained from the foundation area.

b. Coverage does not apply to:

(1) losses resulting from ***your*** failure to:

(a) keep a sump pump or its related equipment in proper working condition; or

(b) perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or

(2) losses that occur or are in progress within the first 5 days of the inception of this endorsement. This limitation does not apply when:

(a) this endorsement is attached to a newly issued policy; or

(b) this endorsement is attached to replace another Back-Up of Sewer or Drain Endorsement. However, if this endorsement's coverage limits are higher than those of the endorsement it replaces, then the limitation described in (2) above applies only to the increase in coverage limits.

c. If ***you*** request an increase to the coverage limit for this endorsement, the increased coverage limit does not apply to losses that occur or are in progress within the first 5 days of ***your*** request.

d. The total limit of insurance provided by this endorsement will not exceed the amount determined by applying the Back-Up Of Sewer Or Drain percentage (%) shown in the ***Declarations*** to the **COVERAGE A – DWELLING** limit shown in the ***Declarations***, as adjusted by the inflation coverage provisions of this policy. This is an additional amount of insurance.

e. The deductible for each loss under this coverage is the amount shown in the ***Declarations*** under **Section I Deductible** for "Other Losses" or "All Losses", whichever applies.

f. When applicable, the following coverages apply to a loss covered by this endorsement:

(1) **COVERAGE C – LOSS OF USE**;

(2) **SECTION I – ADDITIONAL COVERAGES**; and

(3) **Option OL – Building Ordinance or Law**, only if this option is shown in the ***Declarations***.

Any payments made for these coverages are included in, and not in addition to, the limit of insurance described in item d. above.

For purposes of this endorsement only:

a. **SECTION I – LOSSES INSURED**, item 12.b.(2) is deleted from the policy.

b. **SECTION I – LOSSES NOT INSURED**, **Water** is replaced by:

Water, meaning:

(1) flood;

(2) surface water. This does not include water solely caused by the release of water from a swimming pool, spigot, sprinkler system, hose, or hydrant;

(3) waves (including tidal wave, tsunami, and seiche);

(4) tides or tidal water;

(5) overflow of any body of water (including any release, escape, or rising of any body of water, or any water held, contained, controlled, or diverted by a dam, levee, dike, or any type of water containment, diversion, or flood control device);

(6) spray or surge from any of the items c.(1) through c.(5) described above, all whether driven by wind or not;

(7) water or sewage from outside the ***residence premises*** plumbing system that enters through sewers or drains, or water or sewage that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area;

except as specifically provided in **SECTION I – ADDITIONAL COVERAGES**, **Back-Up of Sewer or Drain.**

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(8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a ***building structure***, sidewalk, driveway, swimming pool, or other structure; or

(9) material carried or otherwise moved by any of the water or sewage, as described in items c.(1) through c.(8) above.

However, ***we*** will pay for any accidental direct physical loss by fire, explosion, or theft resulting from water, provided the resulting loss is itself a ***loss insured***.

c. **SECTION I – CONDITIONS**, **Other Insurance** is replaced by:

Other Insurance. This coverage is excess over other valid and collectible insurance.

All other policy provisions apply.

HO-2444.2

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IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY and LACY HURSH,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	No.: CJ-2025-2626
	§	
STATE FARM FIRE AND CASUALTY COMPANY, MARK D. WELTY, and MARK D. WELTY INSURANCE AGENCY, INC.,	§	
	§	
Defendants.	§	

PLAINTIFF BILLY HURSH'S RESPONSES TO DEFENDANT MARK WELTY'S REQUESTS FOR ADMISSION

Pursuant to the Oklahoma Discovery Code, and subject to the Preliminary Statements, Objections to Defendant's Instructions and Definitions, and Specific Objections stated below, Plaintiff, Billy Hursh ("Plaintiff"), by and through his undersigned counsel, hereby submits the following responses and objections to Defendant Mark Welty's ("Defendant") Requests for Admission to Plaintiff.

The failure of Plaintiff to object on a particular ground to a specific Request for Admission should in no way be construed to be a waiver of Plaintiff's rights to object on additional grounds to supplement his objections and answers at a later time after further investigation.

The following answers/responses are based upon facts and information known by Plaintiff to the best of his recollection. Plaintiff reserves the right to supplement, modify and/or amend these answers along with the objections set forth herein, in accordance with the

EXHIBIT 7

Oklahoma Discovery Code Plaintiff asserts the Preliminary Statements, Objections to Instructions and Definitions, as well as the general and specific objections set forth below in order to preserve his objections. Without waiving any objections, Plaintiff's counsel intends to communicate and cooperate in good faith with Defendant's counsel to address any issues or disputes concerning Plaintiff's answers/responses and objections.

PRELIMINARY STATEMENT

Plaintiff states that, after a reasonable search and inquiry, he has made a good faith effort to respond to these discovery requests based upon information presently available. Plaintiff also reserves the right to amend these answers at any time additional information may become available in the future.

GENERAL OBJECTIONS

1. Each of the following answers and responses is made without waiving any objections Plaintiff may have with respect to the subsequent use of these answers, responses or the documents referred to herein and Plaintiff specially reserves (a) all questions as to the competency, privilege, relevancy, materiality, and admissibility of said answers, responses, or documents, (b) the right to object to the uses of said answers, responses, or documents, (c) the right to object to the uses of said answers, responses or documents in any lawsuit or proceeding on any or all of the foregoing grounds or on any other proper ground, (d) the right to object on any and all proper grounds, at any time, to other discovery procedures involving or related to said answers, responses or documents, and (e) the right, at any time, upon proper showing, to revise, correct or clarify any of the following answers or responses.

2. Plaintiff objects to any of Defendant's instructions, requests and /or definitions to the extent that they may misstate or seek to impose obligations or requirements greater than

those imposed by the Oklahoma Discovery Code.

3. Plaintiff objects to Defendant's requests to the extent they seek or call for information which is protected from discovery and privileged by reason of (a) the attorney-client privilege, (b) the work product doctrine, (c) the trial preparation doctrine, or (d) any other applicable discovery rule or privilege. Further, Plaintiff does not waive privilege to any privileged document or information, or portion thereof, which may be inadvertently furnished or provided, it being the intent of Plaintiff not to waive any privilege that might exist. Plaintiff objects to any request by the Defendant which purports to require the creation of documents that do not exist.

4. Any statement that a document or documents will be produced means that such documents will be produced only to the extent that they are not privileged, and if they do, in fact, exist.

PLAINTIFF'S RESPONSES TO REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Admit that you did not rely on the excerpt from Mark D. Welty Insurance Agency, Inc.'s website, as quoted in Paragraph 17 of your Petition, when selecting or purchasing the Policy or any of its coverages or limits.

RESPONSE: Plaintiff objects to this Request as seeking speculation and a legal conclusion. Plaintiff objects to the Request's use of "rely on" as vague, ambiguous, and not conveyed with reasonable clarity. Plaintiff objects to this Request's assertion that Plaintiff alleged he purchased the Policy solely due to a specific statement on Defendant's website as an assertion of fact not supported by the available record. Additionally, Plaintiff maintains he is entitled to rely upon Defendant's representations of the Policy when purchasing the Policy, including any statements made by or attributed to Defendant on Defendant's website. Moreover,

Plaintiff does not have any specialized insurance knowledge or technical expertise; thus, he ultimately relied on Defendant Welty's knowledge and expertise when purchasing the Policy as requested and promised.

Subject to the foregoing objections, Plaintiff is without sufficient knowledge or recollection to admit and therefore denies.

REQUEST FOR ADMISSION NO. 2: Admit that the Policy contains a replacement cost provision for dwelling coverage.

RESPONSE: Plaintiff objects to the extent this Request compels him to draw a legal conclusion. Plaintiff further objects to the Request as vague and/or ambiguous. Plaintiff's lawsuit is based on the premise that State Farm predicates coverage on limits, restrictions, definitions, protocols, and other rubrics that lie outside the terms and conditions of the Policy. As stated in the Petition, it is Plaintiff's belief and understanding that agencies like Defendant are aware that State Farm relies on a hidden and very narrow definition of what constitutes hail damage that is conveniently absent from the purported replacement cost policy sold and marketed by Defendant. Plaintiff further objects to the extent this Request seeks to alter, abridge, amend, or change in any way the terms and conditions of the subject insurance policy and Defendant's obligations in advertising, procuring, selling, and/or renewing the same, Defendant State Farm's obligations thereunder, or the manner in which Defendant State Farm handles and pays claims based thereon.

Subject to the foregoing objections, it is unclear what is meant by "replacement cost provision" or to which specific portion(s) of the Policy to which this Request refers. Therefore, Plaintiff can neither admit nor deny the Request as written.

REQUEST FOR ADMISSION NO. 3: Admit that you did not discuss any State Farm underwriting guidelines with any person from Mark D. Welty Insurance Agency, Inc. at any time.

RESPONSE: Plaintiff objects to the extent this Request calls for speculation. Plaintiff further objects to the Request as vague, overbroad, and/or ambiguous. Plaintiff further objects to the extent this Request seeks to alter, abridge, amend, or change in any way the terms and conditions of the subject insurance policy and Defendant's obligations in advertising, procuring, selling, and/or renewing the same, Defendant State Farm's obligations thereunder, Defendant's underwriting duties/obligations, or the manner in which Defendant State Farm handles and pays claims based thereon. Moreover, Plaintiff does not have any specialized insurance knowledge or technical expertise; thus, he ultimately relied on Defendant to properly underwrite the risk and disclose to Plaintiff any underwriting or other conditions/obligations required to qualify for full replacement cost coverage. State Farm's own internal policies, rules and procedures require captive agents like Defendant to abide by State Farm's underwriting guidelines.

Subject to the foregoing, denied.

REQUEST FOR ADMISSION NO. 4: Admit that, based on your own personal knowledge at the time you purchased and renewed the Policy, you did not believe you were underinsured. NOTE: This Request seeks only your personal knowledge, it does not seek a legal conclusion or any privileged information.

RESPONSE: Admitted.

REQUEST FOR ADMISSION NO. 5: Admit that no person from Mark D. Welty or Mark D. Welty Insurance Agency, Inc. told you that your Property would be inspected at the inception of the Policy.

RESPONSE: Plaintiff objects as this Request calls for speculation and is overbroad, vague, and unduly burdensome. Plaintiff does not recall every conversation with Defendant or Defendant's employees/agents. Plaintiff objects to the extent this Request seeks to alter, abridge, amend, or change in any way the terms and conditions of the subject insurance policy and Defendant's obligations in advertising, procuring, selling, and/or renewing the same, Defendant State Farm's obligations thereunder, Defendant's underwriting duties/obligations, or the manner in which Defendant State Farm handles and pays claims based thereon. Moreover, Plaintiff is entitled to rely upon Defendant's representations and/or omissions of material facts of the Policy, coverage amounts, and any inspections that may take place at Policy inception. Plaintiff objects to this Request as premature and/or irrelevant since whether or not Defendant told Plaintiff it would inspect at Policy inception may conflict with State Farm's own internal policies, procedures, underwriting guidelines, and/or other documents that require inspections of the Insured Property to keep reasonably current information as to the condition of the property prior to the loss. To this end, Plaintiff acknowledges State Farm requires its captive agents to comply with internal underwriting duties, such as carefully selecting the business State Farm writes, assess the risk of insuring the potential insured property, and not write the risk or depreciate coverage if the risk is too large due to pre-existing damage or wear and tear.

For example, **Exhibit 1** to Plaintiff's RFA Responses is State Farm's corporate representative *on underwriting's* testimony taken in 2022, wherein he explicitly testified under oath: (1) captive State Farm agents are frontline underwriters for State Farm; and (2) State Farm's philosophy of "underwriting basics" provides "'[t]o assure continued financial stability and competitive rates, **the agent and underwriter – that's you – 'must carefully select the business we write.**'" *See* **Ex. 1**, Hsiung Depo. Importantly, State Farm's own corporate

representative confirmed that **agents *are* the underwriters at State Farm** and must carefully select the business State Farm writes:

> Q: And according to this document, under 'Underwriting Basics.' So I guess this is just the basics of underwriting - - State Farm's Underwriting Philosophy, it states, quote, 'To assure continued financial stability and competitive rates, the agent and underwriter' - - that's you - - 'must carefully select the business we write." Is that a true statement?
> A: (No response.)
> Q: Is that a true statement?
> A: That's stated in the Underwriting Guidelines.
> Q: I know that. I'm asking you, as the corporate designee, if that's a true statement in your opinion.
> A: Yes.

See **Ex. 1**, Hsiung Depo.

Plaintiff attached testimony of State Farm's underwriting employee, Kenneth Kwok, who also confirmed that agents are frontline underwriters for State Farm (Ex. 2).

> A: The agents do have a role in kind of what we consider to be a front-line underwriter, where they will take a look at the risks to see if there are any glaring issues. If the house is dilapidated and getting ready to fall over, we expect the agent to use their position with the company to not write that risk.

See **Ex. 2**, Kwok Depo.

> ***The agent is our front line underwriter.*** In addition to assisting the agent with gathering information for use of the Xactware tool, the personal inspection is also the agent's opportunity to obtain photographs required elsewhere in this guide to ensure the property is properly maintained and meets all property and liability insurance underwriting requirements.
>
> . . .
>
> ***Improperly maintained roofs increase the potential for loss. Risks with damaged or deteriorated roofs are unacceptable. A visual inspection will allow assessment of the roof condition.***

See **Ex. 3**, 2013 State Farm Underwriting Guidelines.

Subject to the foregoing objections, Plaintiff is without the requisite knowledge or recollection to admit the Request and therefore denies the same.

REQUEST FOR ADMISSION NO. 6: Admit that no person from Mark D. Welty or Mark D. Welty Insurance Agency, Inc. told you that your Property would be inspected at any renewal of the Policy.

RESPONSE: Plaintiff objects to the Request as overbroad, unduly burdensome, and calling for speculation.

Subject to and without waiving any objections, Plaintiff is without the requisite knowledge or recollection to admit and therefore denies the same.

REQUEST FOR ADMISSION NO. 7: Admit, to your knowledge, Haag Engineering was not involved in the handling of your Claims.

RESPONSE: Plaintiff objects to this Request to the extent it seeks information protected under Attorney-Client Privilege, the Work Product Doctrine, and other discovery protections. Plaintiff additionally objects to the Request as premature and to the extent it seeks legal conclusions and imposes obligations upon Plaintiff beyond the requirements of Oklahoma law.

Subject to the foregoing objections, denied.

REQUEST FOR ADMISSION NO. 8: Admit that you do not possess any firsthand, personal knowledge that Mark D. Welty participated in any "scheme," as that term is used in your Petition.

NOTE: This Request seeks only a factual admission regarding whether you possess firsthand, personal knowledge of the alleged "scheme" referenced in your Petition. It does not seek a legal conclusion, attorney-client communications, attorney work product, or the basis for any allegation.

RESPONSE: Plaintiff objects to this Request to the extent it seeks information protected under Attorney-Client Privilege, the Work Product Doctrine, and other discovery protections. Plaintiff additionally objects to the Request as premature and to the extent it seeks legal conclusions and imposes obligations upon Plaintiff beyond the requirements of Oklahoma law.

Subject to and without waiving any objections, denied.

Respectfully submitted,

/s/ Jake Denne
Reggie N. Whitten, OBA No. 9576
Michael Burrage, OBA No. 1350
Blake Sonne, OBA No. 20341
Hannah Whitten, OBA No. 35261
John S. Sanders, OBA No. 34990
Jake Denne, OBA No. 35097

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jsanders@whittenburragelaw.com
jdenne@whittenburragelaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of April 2026, a true, correct, and exact copy of the I foregoing document was served via U.S. Mail, with proper postage affixed to the following persons:

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Attorneys for Defendants

Gentner Drummond
Cameron P. Capps
Christopher J. Campbell
OKLAHOMA ATTORNEY GENERAL
313 Northeast 21st Street
Oklahoma City, Oklahoma 73105

Attorneys For Intervenor Plaintiff

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY and LACY HURSH, Plaintiffs, v. STATE FARM FIRE AND CASUALTY COMPANY, MARK D. WELTY, and MARK D. WELTY INSURANCE AGENCY, INC., Defendants.	§ § § § § § § § § § §	No.: CJ-2025-2626

PLAINTIFF LACY HURSH'S RESPONSES TO DEFENDANT MARK WELTY'S REQUESTS FOR ADMISSION

Pursuant to the Oklahoma Discovery Code, and subject to the Preliminary Statements, Objections to Defendant's Instructions and Definitions, and Specific Objections stated below, Plaintiff, Lacy Hursh ("Plaintiff"), by and through her undersigned counsel, hereby submits the following responses and objections to Defendant Mark Welty's ("Defendant") Requests for Admission to Plaintiff.

The failure of Plaintiff to object on a particular ground to a specific Request for Admission should in no way be construed to be a waiver of Plaintiff's rights to object on additional grounds to supplement her objections and answers at a later time after further investigation.

The following answers/responses are based upon facts and information known by Plaintiff to the best of her recollection. Plaintiff reserves the right to supplement, modify and/or amend these answers along with the objections set forth herein, in accordance with the

EXHIBIT 8

Oklahoma Discovery Code Plaintiff asserts the Preliminary Statements, Objections to Instructions and Definitions, as well as the general and specific objections set forth below in order to preserve her objections. Without waiving any objections, Plaintiff's counsel intends to communicate and cooperate in good faith with Defendant's counsel to address any issues or disputes concerning Plaintiff's answers/responses and objections.

PRELIMINARY STATEMENT

Plaintiff states that, after a reasonable search and inquiry, she has made a good faith effort to respond to these discovery requests based upon information presently available. Plaintiff also reserves the right to amend these answers at any time additional information may become available in the future.

GENERAL OBJECTIONS

1. Each of the following answers and responses is made without waiving any objections Plaintiff may have with respect to the subsequent use of these answers, responses or the documents referred to herein and Plaintiff specially reserves (a) all questions as to the competency, privilege, relevancy, materiality, and admissibility of said answers, responses, or documents, (b) the right to object to the uses of said answers, responses, or documents, (c) the right to object to the uses of said answers, responses or documents in any lawsuit or proceeding on any or all of the foregoing grounds or on any other proper ground, (d) the right to object on any and all proper grounds, at any time, to other discovery procedures involving or related to said answers, responses or documents, and (e) the right, at any time, upon proper showing, to revise, correct or clarify any of the following answers or responses.

2. Plaintiff objects to any of Defendant's instructions, requests and /or definitions to the extent that they may misstate or seek to impose obligations or requirements greater than

those imposed by the Oklahoma Discovery Code.

3. Plaintiff objects to Defendant's requests to the extent they seek or call for information which is protected from discovery and privileged by reason of (a) the attorney-client privilege, (b) the work product doctrine, (c) the trial preparation doctrine, or (d) any other applicable discovery rule or privilege. Further, Plaintiff does not waive privilege to any privileged document or information, or portion thereof, which may be inadvertently furnished or provided, it being the intent of Plaintiff not to waive any privilege that might exist. Plaintiff objects to any request by the Defendant which purports to require the creation of documents that do not exist.

4. Any statement that a document or documents will be produced means that such documents will be produced only to the extent that they are not privileged, and if they do, in fact, exist.

PLAINTIFF'S RESPONSES TO REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Admit that you did not rely on the excerpt from Mark D. Welty Insurance Agency, Inc.'s website, as quoted in Paragraph 17 of your Petition, when selecting or purchasing the Policy or any of its coverages or limits.

RESPONSE: Plaintiff objects to this Request as seeking speculation and a legal conclusion. Plaintiff objects to the Request's use of "rely on" as vague, ambiguous, and not conveyed with reasonable clarity. Plaintiff objects to this Request's assertion that Plaintiff alleged she purchased the Policy solely due to a specific statement on Defendant's website as an assertion of fact not supported by the available record. Additionally, Plaintiff maintains she is entitled to rely upon Defendant's representations of the Policy when purchasing the Policy, including any statements made by or attributed to Defendant on Defendant's website. Moreover,

Plaintiff does not have any specialized insurance knowledge or technical expertise; thus, she ultimately relied on Defendant Welty's knowledge and expertise when purchasing the Policy as requested and promised.

Subject to the foregoing objections, Plaintiff is without sufficient knowledge or recollection to admit and therefore denies.

REQUEST FOR ADMISSION NO. 2: Admit that the Policy contains a replacement cost provision for dwelling coverage.

RESPONSE: Plaintiff objects to the extent this Request compels him to draw a legal conclusion. Plaintiff further objects to the Request as vague and/or ambiguous. Plaintiff's lawsuit is based on the premise that State Farm predicates coverage on limits, restrictions, definitions, protocols, and other rubrics that lie outside the terms and conditions of the Policy. As stated in the Petition, it is Plaintiff's belief and understanding that agencies like Defendant are aware that State Farm relies on a hidden and very narrow definition of what constitutes hail damage that is conveniently absent from the purported replacement cost policy sold and marketed by Defendant. Plaintiff further objects to the extent this Request seeks to alter, abridge, amend, or change in any way the terms and conditions of the subject insurance policy and Defendant's obligations in advertising, procuring, selling, and/or renewing the same, Defendant State Farm's obligations thereunder, or the manner in which Defendant State Farm handles and pays claims based thereon.

Subject to the foregoing objections, it is unclear what is meant by "replacement cost provision" or to which specific portion(s) of the Policy to which this Request refers. Therefore, Plaintiff can neither admit nor deny the Request as written.

REQUEST FOR ADMISSION NO. 3: Admit that you did not discuss any State Farm underwriting guidelines with any person from Mark D. Welty Insurance Agency, Inc. at any time.

RESPONSE: Plaintiff objects to the extent this Request calls for speculation. Plaintiff further objects to the Request as vague, overbroad, and/or ambiguous. Plaintiff further objects to the extent this Request seeks to alter, abridge, amend, or change in any way the terms and conditions of the subject insurance policy and Defendant's obligations in advertising, procuring, selling, and/or renewing the same, Defendant State Farm's obligations thereunder, Defendant's underwriting duties/obligations, or the manner in which Defendant State Farm handles and pays claims based thereon. Moreover, Plaintiff does not have any specialized insurance knowledge or technical expertise; thus, she ultimately relied on Defendant to properly underwrite the risk and disclose to Plaintiff any underwriting or other conditions/obligations required to qualify for full replacement cost coverage. State Farm's own internal policies, rules and procedures require captive agents like Defendant to abide by State Farm's underwriting guidelines.

Subject to the foregoing, denied.

REQUEST FOR ADMISSION NO. 4: Admit that, based on your own personal knowledge at the time you purchased and renewed the Policy, you did not believe you were underinsured. NOTE: This Request seeks only your personal knowledge, it does not seek a legal conclusion or any privileged information.

RESPONSE: Admitted.

REQUEST FOR ADMISSION NO. 5: Admit that no person from Mark D. Welty or Mark D. Welty Insurance Agency, Inc. told you that your Property would be inspected at the inception of the Policy.

RESPONSE: Plaintiff objects as this Request calls for speculation and is overbroad, vague, and unduly burdensome. Plaintiff does not recall every conversation with Defendant or Defendant's employees/agents. Plaintiff objects to the extent this Request seeks to alter, abridge, amend, or change in any way the terms and conditions of the subject insurance policy and Defendant's obligations in advertising, procuring, selling, and/or renewing the same, Defendant State Farm's obligations thereunder, Defendant's underwriting duties/obligations, or the manner in which Defendant State Farm handles and pays claims based thereon. Moreover, Plaintiff is entitled to rely upon Defendant's representations and/or omissions of material facts of the Policy, coverage amounts, and any inspections that may take place at Policy inception. Plaintiff objects to this Request as premature and/or irrelevant since whether or not Defendant told Plaintiff it would inspect at Policy inception may conflict with State Farm's own internal policies, procedures, underwriting guidelines, and/or other documents that require inspections of the Insured Property to keep reasonably current information as to the condition of the property prior to the loss. To this end, Plaintiff acknowledges State Farm requires its captive agents to comply with internal underwriting duties, such as carefully selecting the business State Farm writes, assess the risk of insuring the potential insured property, and not write the risk or depreciate coverage if the risk is too large due to pre-existing damage or wear and tear.

For example, **Exhibit 1** to Plaintiff's RFA Responses is State Farm's corporate representative *on underwriting's* testimony taken in 2022, wherein he explicitly testified under oath: (1) captive State Farm agents are frontline underwriters for State Farm; and (2) State Farm's philosophy of "underwriting basics" provides "'[t]o assure continued financial stability and competitive rates, **the agent and underwriter – that's you – 'must carefully select the business we write.**'" *See* **Ex. 1**, Hsiung Depo. Importantly, State Farm's own corporate

representative confirmed that **agents *are* the underwriters at State Farm** and must carefully select the business State Farm writes:

> Q: And according to this document, under 'Underwriting Basics.' So I guess this is just the basics of underwriting - - State Farm's Underwriting Philosophy, it states, quote, 'To assure continued financial stability and competitive rates, the agent and underwriter' - - that's you - - 'must carefully select the business we write." Is that a true statement?
> A: (No response.)
> Q: Is that a true statement?
> A: That's stated in the Underwriting Guidelines.
> Q: I know that. I'm asking you, as the corporate designee, if that's a true statement in your opinion.
> A: Yes.

See **Ex. 1**, Hsiung Depo.

Plaintiff attached testimony of State Farm's underwriting employee, Kenneth Kwok, who also confirmed that agents are frontline underwriters for State Farm (Ex. 2).

> A: The agents do have a role in kind of what we consider to be a front-line underwriter, where they will take a look at the risks to see if there are any glaring issues. If the house is dilapidated and getting ready to fall over, we expect the agent to use their position with the company to not write that risk.

See **Ex. 2**, Kwok Depo.

> ***The agent is our front line underwriter.*** In addition to assisting the agent with gathering information for use of the Xactware tool, the personal inspection is also the agent's opportunity to obtain photographs required elsewhere in this guide to ensure the property is properly maintained and meets all property and liability insurance underwriting requirements.
>
> . . .
>
> ***Improperly maintained roofs increase the potential for loss. Risks with damaged or deteriorated roofs are unacceptable. A visual inspection will allow assessment of the roof condition.***

See **Ex. 3**, 2013 State Farm Underwriting Guidelines.

Subject to the foregoing objections, Plaintiff is without the requisite knowledge or recollection to admit the Request and therefore denies the same.

REQUEST FOR ADMISSION NO. 6: Admit that no person from Mark D. Welty or Mark D. Welty Insurance Agency, Inc. told you that your Property would be inspected at any renewal of the Policy.

RESPONSE: Plaintiff objects to the Request as overbroad, unduly burdensome, and calling for speculation.

Subject to and without waiving any objections, Plaintiff is without the requisite knowledge or recollection to admit and therefore denies the same.

REQUEST FOR ADMISSION NO. 7: Admit, to your knowledge, Haag Engineering was not involved in the handling of your Claims.

RESPONSE: Plaintiff objects to this Request to the extent it seeks information protected under Attorney-Client Privilege, the Work Product Doctrine, and other discovery protections. Plaintiff additionally objects to the Request as premature and to the extent it seeks legal conclusions and imposes obligations upon Plaintiff beyond the requirements of Oklahoma law.

Subject to the foregoing objections, denied.

REQUEST FOR ADMISSION NO. 8: Admit that you do not possess any firsthand, personal knowledge that Mark D. Welty participated in any "scheme," as that term is used in your Petition.

NOTE: This Request seeks only a factual admission regarding whether you possess firsthand, personal knowledge of the alleged "scheme" referenced in your Petition. It does not seek a legal conclusion, attorney-client communications, attorney work product, or the basis for any allegation.

RESPONSE: Plaintiff objects to this Request to the extent it seeks information protected under Attorney-Client Privilege, the Work Product Doctrine, and other discovery protections. Plaintiff additionally objects to the Request as premature and to the extent it seeks legal conclusions and imposes obligations upon Plaintiff beyond the requirements of Oklahoma law.

Subject to and without waiving any objections, denied.

Respectfully submitted,

/s/ Jake Denne
Reggie N. Whitten, OBA No. 9576
Michael Burrage, OBA No. 1350
Blake Sonne, OBA No. 20341
Hannah Whitten, OBA No. 35261
John S. Sanders, OBA No. 34990
Jake Denne, OBA No. 35097

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jsanders@whittenburragelaw.com
jdenne@whittenburragelaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of April 2026, a true, correct, and exact copy of the I foregoing document was served via U.S. Mail, with proper postage affixed to the following persons:

Lance E. Leffel
Ashlyn M. Smith
GABLE GOTW ALS
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Attorneys for Defendants

Gentner Drummond
Cameron P. Capps
Christopher J. Campbell
OKLAHOMA ATTORNEY GENERAL
313 Northeast 21st Street
Oklahoma City, Oklahoma 73105

Attorneys For Intervenor Plaintiff

RBZ0001I5

State Farm Fire and Casualty Company

Fire Claim File Print
General Information

Route To:

BASIC CLAIM INFORMATION

Claim Number: 36-64D8-27T
Date of Loss: 10-04-2023
Policy Number: 36-CL-H107-4
Named Insured: HURSH, BILLY

REPORTING INFORMATION

Function/Area/Environment

Determined By: Rules Engine **FAE:** WCCS Property Ownership

Recorded By

Name: Haley C Cotten (FY4T)
Phone: **User Type:** Loss Intake Optimization

Reporting Agent

Name:
Agent Code: **Phone:**

Reporting Method

System: HAART **Workflow:** Catastrophe

FACTS OF LOSS

Date of Loss: 10-04-2023 **Time of Loss:**
Date Reported: 03-05-2024 **Date/Time Recorded:** 03-05-2024 - 03:22 PM CST
Facts of Loss: Hail damage to roof, gutters, downspouts, window screens- no leaks - final
Probable Cause: Hail **Stolen Property:**
Severity: 3 : Light Damage

Claim Group

Claim Group:

Location of Loss

Location Description:
Street(s): 1901 S DOGWOOD PL **City:** BROKEN ARROW
County: **State/Prov:** Oklahoma
Zip/Postal: 74012-6345 **Country:** United States

CLAIM DETAILS

Product Line:	Fire	**Fatality Exists:**		**Liability:**	
Policy Type:	Homeowners	**Record Only:**		**AMR/ISO:**	Yes
Claim File Type:	Regular	**SIU:**		**TIPP:**	
Confidential:	Standard	**Reinsurance:**		**Vehicle:**	
Facility Code:	8 - Proximity	**Large Loss:**		**ARNR:**	

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

EXHIBIT 9

March 12, 2024

Billy and Lacy Hursh
1901 S Dogwood Pl
Broken Arrow OK 74012-6345

State Farm Claims
PO Box 106169
Atlanta GA 30348-6169

RE: Claim Number: 36-64D8-27T
Policy Number: 36CLH1074
Date of Loss: October 4, 2023
Policy Type: Homeowners

Dear Mr. and Mrs. Hursh:

This letter is to confirm our conversation concerning the results of our investigation into your reported loss. As we discussed, following our investigation, including an inspection at your home, no wind or hail damage has been identified. Therefore, no payment will be issued for this claim at this time.

Based on our investigation into damages on your roof, we found there are signs of wear, tear or deterioration. This type of damage is an Exclusion under the terms of your policy.

We refer you to your Homeowners Policy under **Section I – Losses Not Insured** which states:

1. ***We*** will not pay for any loss to the property described in Coverage A that consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through m. below, regardless of whether the loss occurs abruptly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

   g. wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown

However, ***we*** will pay for any resulting loss from items a. through l. unless the resulting loss is itself a Loss Not Insured as described in this Section.

The investigation into damages you reported to your roof revealed damage due to workmanship or a defect in the materials used in the construction of your home. This type of damage is an Exclusion under the terms of your policy.

We refer you to your Homeowners Policy under **Section I — Exclusions** 3.b (1),(2),(3), and (4) which states:

EXHIBIT 10

3. ***We*** will not pay for, under any part of this policy, any loss consisting of one or more of the items below. Further, ***we*** will not pay for any loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to, or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:

   b. defect, weakness, inadequacy, fault, or unsoundness in:

      (1) planning, zoning, development, surveying, or siting;

      (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;

      (3) materials used in repair, construction, renovation, remodeling, grading, or compaction; or

      (4) maintenance;

      of any property (including land, structures, or improvements of any kind) whether on or off the ***residence premises***;

   However, ***we*** will pay for any resulting loss from items 3.a., 3.b., and 3.c. unless the resulting loss is itself a Loss Not Insured as described in this Section.

You advised there was no interior damage to your home as a result of this loss. For this reason, we have not inspected the interior. If you become aware of interior damage associated with this loss, please provide immediate notice.

We are available to discuss your claim and policy coverages.

If you have questions or need assistance, call us at the number listed below.

Sincerely,

JR Phillips
Claim Specialist
918-288-3354
Fax: (844) 236-3646
statefarmfireclaims@statefarm.com
For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (844) 458-4300 Ext. 3099944175 to discuss sensitive information.

State Farm Fire and Casualty Company

State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Fax: 1-844-236-3646
statefarmfireclaims@statefarm.com

Structural Damage Claim Policy

This estimate is priced based on estimated market pricing for the cost of materials, labor, and other factors at the time of the loss.

Adjustments in market pricing and timing of the repairs may impact the final cost of covered repairs. Should you or the contractor you select have questions concerning our estimate, please contact us. If your contractor's estimate is higher than ours, you should contact us prior to beginning repairs. State Farm will work with you and your contractor to determine the actual and necessary cost of covered repairs at the time repairs will be completed, subject to policy terms, conditions and limits.

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.

EXHIBIT 11

StateFarm® Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only.
Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured:	Smith, Joe & Jane	Estimate:	00-0000-000
Property:	1 Main Street	Claim number:	00-0000-000
	Anywhere, IL 00000-0000	Policy Number:	00-00-0000-0
Type of Loss:	Other	Price List:	ILBL8F_MAR 13
Deductible:	$1,000.00		Restoration/Service/ Remodel F = Factored In, D = Do Not Apply

Summary for Dwelling

Line Item Total [1]			5,953.10
Material Sales Tax	@	10.000% x 1,520.00	
Subtotal			6,105.10
General Contractor Overhead [2]	@	10.0% x 6,105.10	610.51
General Contractor Profit	@	10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit [3]			7,326.12
Less Depreciation (Including Taxes) [4]			(832.50)
Less General Contractor Overhead & Profit on Recoverable & Non - recoverable Depreciation			(166.50)
Less Deductible [5]			
Net Actual Cash Value Payment [6]			

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50	
Less Non - recoverable Depreciation (Including Taxes) [7]		
Subtotal		312.50
General Contractor O&P on Depreciation	166.50	
Less General Contractor O&P on Non - recoverable Depreciation		
Subtotal		
Total Maximum Additional Amounts Available If Incurred [8]		
Total Amount of Claim If Incurred [9]		

Claim Representative

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

SAMPLE

1. **Line Item Total –** Total value of all line items in the estimate plus possible adjustments for *labor minimums. Labor Minimum* is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.
2. **General Contractor's Overhead and Profit –** General contractor's charge for coordinating your repairs.
3. **Replacement Cost Value (RCV) –** Estimated cost to repair or replace damaged property.
4. **Depreciation –** The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.
5. **Deductible –** The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.
6. **Net Actual Cash Value Payment (ACV) –** The repair or replacement cost of the damaged part of the property less *depreciation* and *deductible.*
7. **Non Recoverable Depreciation –** *Depreciation* applied to items that are not eligible for replacement cost benefits.
8. **Total Maximum Additional Amount if Incurred –** Total amount of recoverable depreciation after actual repair or replacement of the property.
9. **Total Amount of Claim if Incurred –** Total amount of the claim, including *net actual cash value payment and total maximum additional amount available if incurred.*

Insured:	HURSH, BILLY	Estimate:	36-64D8-27T
Property:	1901 S DOGWOOD PL BROKEN ARROW, OK 74012-6345	Claim Number:	3664D827T
		Policy Number:	36CLH1074
Cellular:	[redacted]-4620	Price List:	OKTU28_OCT23 Restoration/Service/Remodel
Type of Loss:	Hail		
Deductible:	$3,637.00		
Date of Loss:	10/4/2023		
Date Inspected:	3/12/2024		

Summary for Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	1,398.69
Material Sales Tax	48.18
Replacement Cost Value	1,446.87
Less Deductible	(3,637.00)
Replacement Cost Value Total	(2,190.13)
Net Payment	$0.00

Phillips, J.R.
918-288-3354

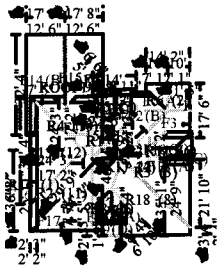
ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

A residential or commercial roofing contractor providing repairs or improvement services to be paid by an insured from the proceeds of a property or casualty insurance policy shall not, as an inducement to the sale or provision of goods or services to an insured, advertise or promise to pay, directly or indirectly, all or part of any applicable insurance deductible or offer to compensate an insured for providing any service to the insured. If a roofing contractor violates the provisions of this section, the insurer to whom the insured tendered the claim shall not be obligated to consider the estimate prepared by the roofing contractor. Every roofing contractor shall provide a written notification of the requirements of this section with its initial estimate. The adjuster or insurer shall provide a written notification of the requirements of this section in the initial estimate relating to the claim.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Source - Eagle View

Source - Eagle View



ROOF1

4,309.37 Surface Area	43.09 Number of Squares
181.72 Total Hip Length	65.87 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
R&R Roof vent - turtle type - Metal	2.00 EA	68.42	3.88	140.72
R&R Rain cap - 4" to 5"	1.00 EA	47.28	2.28	49.56
R&R Gutter / downspout - aluminum - up to 5"	104.00 LF	8.64	42.02	940.58

Small impacts found to rear and left guttering and 2 downspouts only

No hail damage found to shingles of any slopes. No storm created opening found to any slopes of the roof. Granule loss, deterioration found to all slopes due to age and improper ventilation. Areas marked by roofer for consideration are not consistent with hail impacts. Roof appears to be in fair overall condition. Pea size hail dents found to soft metal vents which are more prone to damage by smaller hail stones.

Totals: ROOF1	**48.18**	**1,130.86**

Area Totals: Source - Eagle View

2,379.42 Exterior Wall Area	
4,309.37 Surface Area	43.09 Number of Squares
65.87 Total Ridge Length	181.72 Total Hip Length

Total: Source - Eagle View	**48.18**	**1,130.86**

Area Totals: Source - Eagle View

2,379.42 Exterior Wall Area

4,309.37 Surface Area 43.09 Number of Squares

65.87 Total Ridge Length 181.72 Total Hip Length

Total: Source - Eagle View	**48.18**	**1,130.86**

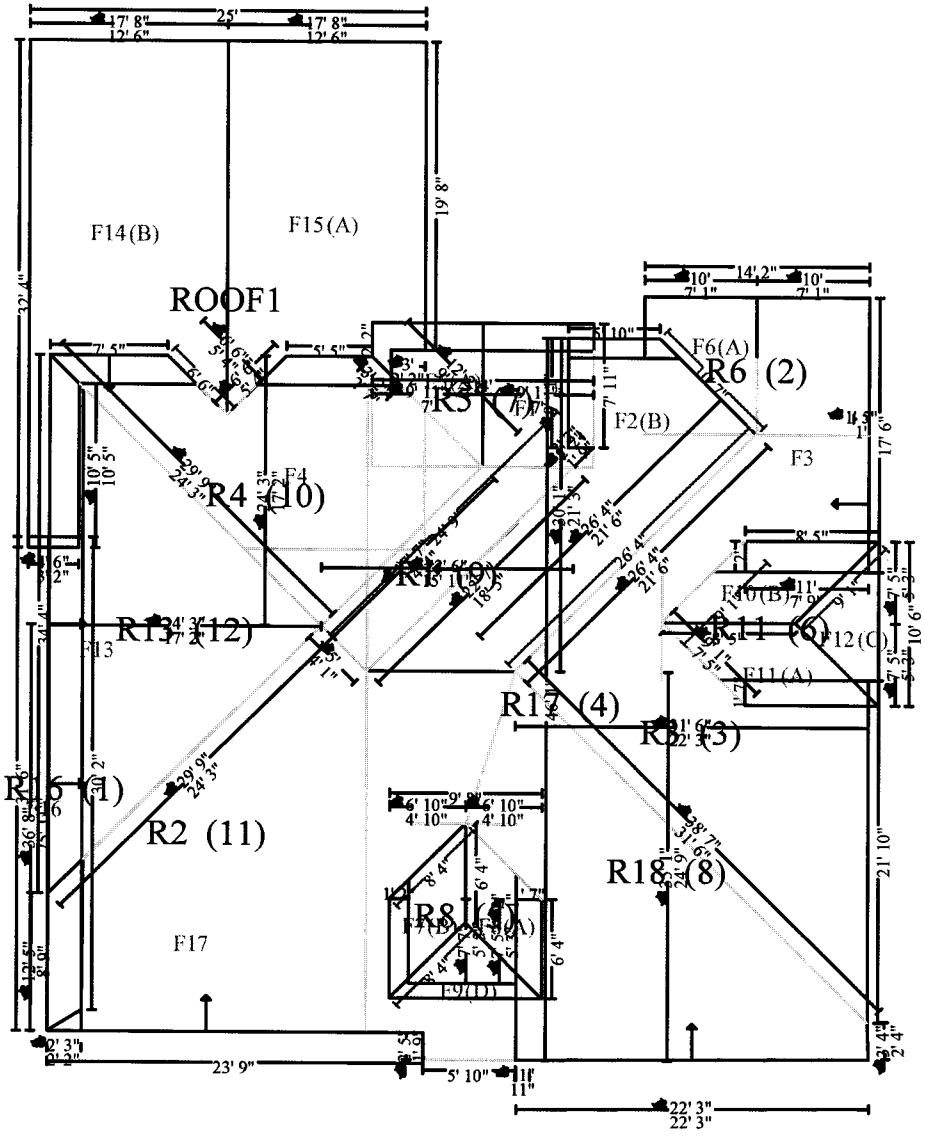
Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
Roofing labor minimum	1.00 EA	316.01	0.00	316.01
Totals: Labor Minimums Applied			**0.00**	**316.01**

Line Item Totals: 36-64D8-27T	**48.18**	**1,446.87**

Grand Total Areas:

2,379.42	Exterior Wall Area		
4,309.37	Surface Area	43.09	Number of Squares
65.87	Total Ridge Length	181.72	Total Hip Length



Source - Eagle View

RBZ000I5

State Farm Fire and Casualty Company

Fire Claim File Print
General Information

Route To:

BASIC CLAIM INFORMATION

Claim Number: 36-70R1-64Z
Date of Loss: 05-21-2024
Policy Number: 36-CL-H107-4
Named Insured: HURSH, BILLY

REPORTING INFORMATION

Function/Area/Environment

Determined By: Rules Engine **FAE:** WCCS Property Ownership

Recorded By

Name: Tobreshia Horn (VAF6UD)
Phone: **User Type:** Loss Intake Optimization

Reporting Agent

Name:
Agent Code: **Phone:**

Reporting Method

System: HAART **Workflow:** Catastrophe

FACTS OF LOSS

Date of Loss: 05-21-2024 **Time of Loss:**
Date Reported: 07-12-2024 **Date/Time Recorded:** 07-12-2024 - 08:52 AM CDT
Facts of Loss: FINAL: Hail damage to roof vents, gutters and screens.
Probable Cause: Hail **Stolen Property:**
Severity: 3 : Light Damage

Claim Group

Claim Group: Catastrophe XG, Hail/Wind

Location of Loss

Location Description:
Street(s): 1901 S DOGWOOD PL **City:** BROKEN ARROW
County: **State/Prov:** Oklahoma
Zip/Postal: 74012-6345 **Country:** United States

CLAIM DETAILS

Product Line:	Fire	**Fatality Exists:**		**Liability:**	
Policy Type:	Homeowners	**Record Only:**		**AMR/ISO:**	Yes
Claim File Type:	Regular	**SIU:**		**TIPP:**	
Confidential:	Standard	**Reinsurance:**		**Vehicle:**	
Facility Code:	8 - Proximity	**Large Loss:**		**ARNR:**	

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

EXHIBIT 12

Providing Insurance and Financial Services
Home Office, Bloomington, IL

StateFarm®

July 29, 2024

Billy Hursh
Lacy Hursh
1901 S Dogwood Pl
Broken Arrow OK 74012-6345

State Farm Claims
PO Box 106169
Atlanta GA 30348-6169

RE: Claim Number: 36-70R1-64Z
Date of Incident: May 21, 2024
Policy Number: 36CLH1074
Insured: Billy Hursh & Lacy Hursh

Dear Billy Hursh & Lacy Hursh:

Thank you for the opportunity to review your Homeowners claim. We have completed our evaluation of your claim and have determined your loss does not exceed your $3,637.00 deductible. Therefore, we are unable to make a payment on this claim. Please see the enclosed estimate of damages for your personal records.

While State Farm® has inspected your residence, an inspection of the interior of your home did not occur. You advised that there was no interior damage in your home and, thus, no reason for State Farm to inspect the interior. If you become aware of interior damage you believe may relate to this loss, or would want State Farm to inspect the interior of your home, please contact me as soon as possible to schedule an inspection.

If you have questions or need assistance, call us at (866) 787-8676 Ext. 8713.

Sincerely,

Conrad J Feller
External Claim Resource - Pilot
(866) 787-8676 Ext. 8713
statefarmfireclaims@statefarm.com
For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (866) 787-8676 Ext. 8713 to discuss sensitive information.

State Farm Fire and Casualty Company

Enclosure: Estimate

EXHIBIT 13

State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Fax: 1-844-236-3646
statefarmfireclaims@statefarm.com

Structural Damage Claim Policy

This estimate is priced based on estimated market pricing for the cost of materials, labor, and other factors at the time of the loss.

Adjustments in market pricing and timing of the repairs may impact the final cost of covered repairs. Should you or the contractor you select have questions concerning our estimate, please contact us. If your contractor's estimate is higher than ours, you should contact us prior to beginning repairs. State Farm will work with you and your contractor to determine the actual and necessary cost of covered repairs at the time repairs will be completed, subject to policy terms, conditions and limits.

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.

EXHIBIT 14

Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only. Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured:	Smith, Joe & Jane	Estimate:	00-0000-000
Property:	1 Main Street	Claim number:	00-0000-000
	Anywhere, IL 00000-0000	Policy Number:	00-00-0000-0
Type of Loss:	Other	Price List:	ILBL8F_MAR 13
Deductible:	$1,000.00		Restoration/Service/ Remodel F = Factored In, D = Do Not Apply

Summary for Dwelling

Line Item Total [1]			5,953.10
Material Sales Tax	@	10.000% x 1,520.00	
Subtotal			6,105.10
General Contractor Overhead [2]	@	10.0% x 6,105.10	610.51
General Contractor Profit	@	10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit [3]			7,326.12
Less Depreciation (Including Taxes) [4]			(832.50)
Less General Contractor Overhead & Profit on Recoverable & Non - recoverable Depreciation			(166.50)
Less Deductible [5]			
Net Actual Cash Value Payment [6]			

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50	
Less Non - recoverable Depreciation (Including Taxes) [7]		
Subtotal		312.50
General Contractor O&P on Depreciation	166.50	
Less General Contractor O&P on Non - recoverable Depreciation		
Subtotal		
Total Maximum Additional Amounts Available If Incurred [8]		
Total Amount of Claim If Incurred [9]		

Claim Representative

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

SAMPLE

1. **Line Item Total –** Total value of all line items in the estimate plus possible adjustments for *labor minimums. Labor Minimum* is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.
2. **General Contractor's Overhead and Profit –** General contractor's charge for coordinating your repairs.
3. **Replacement Cost Value (RCV) –** Estimated cost to repair or replace damaged property.
4. **Depreciation –** The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.
5. **Deductible –** The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.
6. **Net Actual Cash Value Payment (ACV) –** The repair or replacement cost of the damaged part of the property less *depreciation* and *deductible.*
7. **Non Recoverable Depreciation –** *Depreciation* applied to items that are not eligible for replacement cost benefits.
8. **Total Maximum Additional Amount If Incurred –** Total amount of recoverable depreciation after actual repair or replacement of the property.
9. **Total Amount of Claim if Incurred –** Total amount of the claim, including *net actual cash value payment and total maximum additional amount available if incurred.*

Insured:	HURSH, BILLY	Estimate:	36-70R1-64Z
Property:	1901 S DOGWOOD PL BROKEN ARROW, OK 74012-6345	Claim Number:	3670R164Z
		Policy Number:	36CLH1074
Cellular:	[redacted]-4620	Price List:	OKTU28_MAY24 Restoration/Service/Remodel
Type of Loss:	Hail		
Deductible:	$3,637.00		
Date of Loss:	5/21/2024		
Date Inspected:	7/24/2024		

Summary for Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	2,368.37
Material Sales Tax	84.20
Replacement Cost Value	2,452.57
Less Depreciation (Including Taxes)	(1,035.00)
Less Deductible	(3,637.00)
Actual Cash Value Total	(2,219.43)
Net Actual Cash Value Payment	$0.00

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	1,035.00		
Less Actual Cash Value Total	(2,219.43)		
Subtotal	(1,184.43)		
Replacement Cost Benefits		-1,184.43	
Total Maximum Additional Amount Available If Incurred			0.00
Total Amount of Claim If Incurred			$0.00

Feller, Conrad
866-787-8676 x 8713

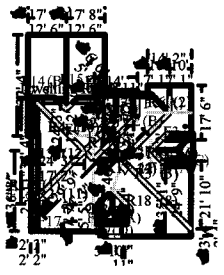
ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

A residential or commercial roofing contractor providing repairs or improvement services to be paid by an insured from the proceeds of a property or casualty insurance policy shall not, as an inducement to the sale or provision of goods or services to an insured, advertise or promise to pay, directly or indirectly, all or part of any applicable insurance deductible or offer to compensate an insured for providing any service to the insured. If a roofing contractor violates the provisions of this section, the insurer to whom the insured tendered the claim shall not be obligated to consider the estimate prepared by the roofing contractor. Every roofing contractor shall provide a written notification of the requirements of this section with its initial estimate. The adjuster or insurer shall provide a written notification of the requirements of this section in the initial estimate relating to the claim.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

State Farm

Dwelling



Dwelling Roof

4,309.42 Surface Area
43.09 Number of Squares
181.72 Total Hip Length
65.87 Total Ridge Length

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
No hail damage observed to the shingles on the dwelling roof. The following line items are to repair the hail damaged roof vents:							
1. R&R Roof vent - turtle type - Metal	5.00 EA	69.52	10.08	357.68	15/35 yrs Avg.	(153.29) 42.86%	204.39
2. Prime & paint roof vent	5.00 EA	33.97	2.90	172.75	15/15 yrs Avg.	(138.20) 80.00%	34.55
3. R&R Rain cap - 4" to 5"	2.00 EA	47.38	4.55	99.31	15/35 yrs Avg.	(42.57) 42.86%	56.74
4. Prime & paint roof vent	2.00 EA	33.97	1.16	69.10	15/15 yrs Avg.	(55.28) 80.00%	13.82
5. Roofer - per hour	1.50 HR	107.09	0.00	160.64			160.64
Totals: Dwelling Roof			**18.69**	**859.48**		**389.34**	**470.14**

Area Totals: Dwelling

2,379.42 Exterior Wall Area
4,309.42 Surface Area
43.09 Number of Squares
65.87 Total Ridge Length
181.72 Total Hip Length

Total: Dwelling	**18.69**	**859.48**	**389.34**	**470.14**

Dwelling Exterior

Front Elevation

0.00 SF Walls
0.00 SF Ceiling
0.00 SF Walls & Ceiling
0.00 SF Floor
0.00 SF Short Wall
0.00 LF Floor Perimeter
0.00 SF Long Wall
0.00 LF Ceil. Perimeter

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
6. R&R Gutter / downspout - aluminum - up to 5"							
	29.42 LF	8.73	12.01	268.85		(120.98)	147.87
					Avg.	45.00%	
Totals: Front Elevation			**12.01**	**268.85**		**120.98**	**147.87**

Right Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
7. R&R Gutter / downspout - aluminum - up to 5"							
	32.33 LF	8.73	13.20	295.44		(132.94)	162.50
					Avg.	45.00%	
Totals: Right Elevation			**13.20**	**295.44**		**132.94**	**162.50**

Rear Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
8. R&R Gutter / downspout - aluminum - up to 5"							
	51.83 LF	8.73	21.16	473.63		(213.13)	260.50
					Avg.	45.00%	
Totals: Rear Elevation			**21.16**	**473.63**		**213.13**	**260.50**

Left Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV

CONTINUED - Left Elevation

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
9. R&R Gutter / downspout - aluminum - up to 5"							
	39.33 LF	8.73	16.06	359.41		(161.74)	197.67
					Avg.	45.00%	
10. R&R Window screen, 1 - 9 SF							
	1.00 EA	45.12	3.08	48.20		(16.87)	31.33
					Avg.	35.00%	
Totals: Left Elevation			**19.14**	**407.61**		**178.61**	**229.00**
Area Totals: Dwelling Exterior							
Total: Dwelling Exterior			**65.51**	**1,445.53**		**645.66**	**799.87**
Area Totals: State Farm							
	2,379.42 Exterior Wall Area						
	4,309.42 Surface Area		43.09 Number of Squares				
	65.87 Total Ridge Length		181.72 Total Hip Length				
Total: State Farm			**84.20**	**2,305.01**		**1,035.00**	**1,270.01**

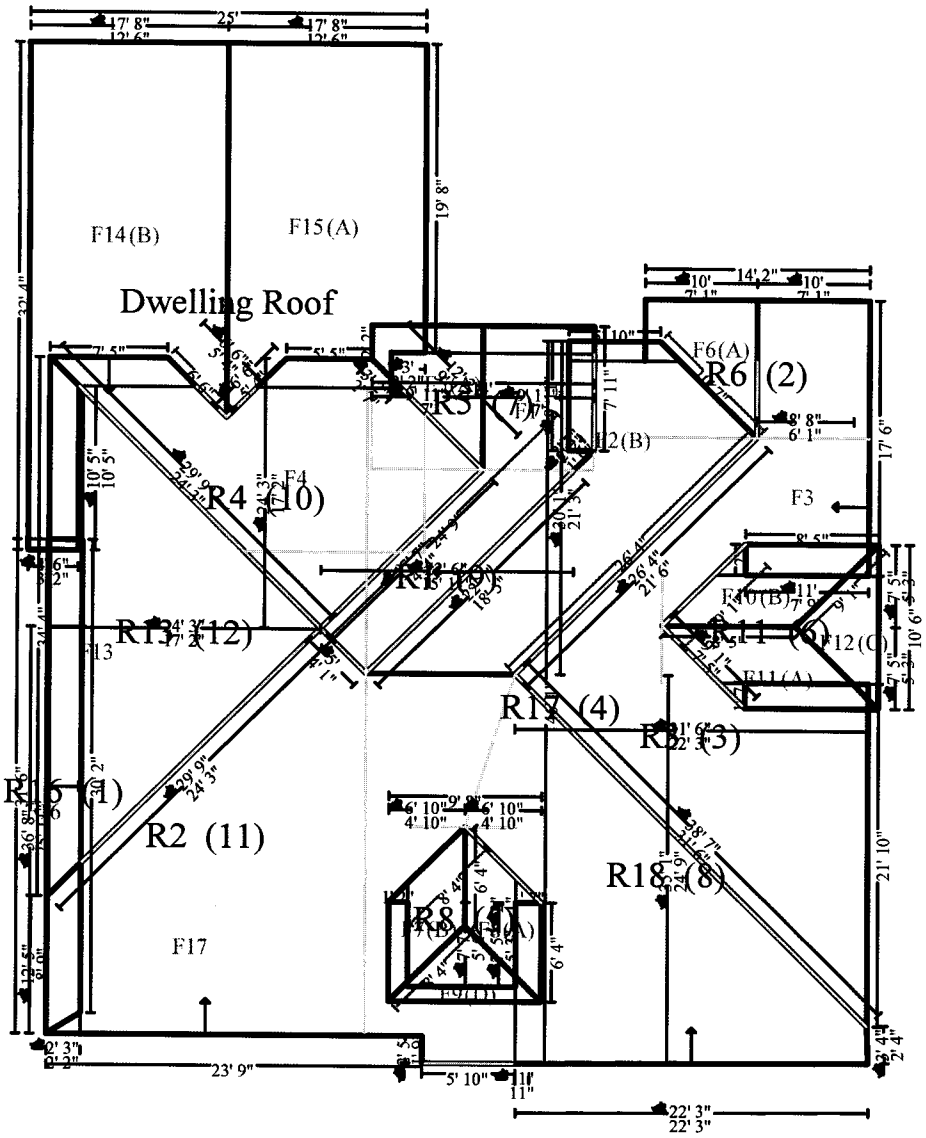
Debris Removal

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
11. Haul debris - per pickup truck load - including dump fees							
	1.00 EA	147.56	0.00	147.56			147.56
Totals: Debris Removal			**0.00**	**147.56**		**0.00**	**147.56**
Line Item Totals: 36-70R1-64Z			**84.20**	**2,452.57**		**1,035.00**	**1,417.57**

Grand Total Areas:

2,379.42	Exterior Wall Area		
4,309.42	Surface Area	43.09	Number of Squares
65.87	Total Ridge Length	181.72	Total Hip Length


F14(B)
F15(A)
Dwelling Roof
R6 (2)
R4 (10)
R13 (12)
R11 (9)
R17 (4)
R16 (1)
R2 (11)
R18 (8)
F17
F3
F12(C)
F11(A)
F10(B)
F6(A)
N

Dwelling