

FEBRUARY 2012



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Philadelphia, PA 19106-3698  
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BULLETIN TO: PRODUCERS

**IMPORTANT NOTICE**  
**CIVIL UNION AND EQUALITY ACT OF 2011**

The FAIR Plan is mailing the attached important notice to all Delaware Dwelling Fire policyholders.

If you have any questions, please call us at (800) 462-4972 or email us at [customerservice@pafairplan.com](mailto:customerservice@pafairplan.com).

We continue to expand the functionality of our website, [www.defairplan.com](http://www.defairplan.com), and encourage any suggestions you may have.

THANK YOU FOR YOUR CONTINUED SUPPORT !!!

Policy Number:



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## DELAWARE IMPORTANT NOTICE

Delaware has enacted the Civil Union and Equality Act of 2011 which provides, in part, "that parties to a civil union shall enjoy all the same rights, benefits, protections, and shall be subject to all the same responsibilities, as married persons under Delaware law".

As such, the definition of spouse on page 1 of the DE FAIR Plan Dwelling Property Basic Form DP 00 01 FPDE 01 12 is expanded as shown in the italics below:

### Definitions

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and :

1. *The spouse; or*
2. *A party who, with the "named insured", has entered into a civil union recognized under Delaware law;*

If a resident of the same household.

"We", "us" and "our" refer to the Company providing this insurance.

Please keep this notice and the attached revised page 1 with your insurance records. The complete Dwelling Property Basic Form will be sent at its next revision.

Please visit our website at [www.defairplan.com](http://www.defairplan.com) for more information regarding the FAIR Plan, including the ability to make a payment, make a request or to contact us.

Thank you for allowing us to provide your insurance coverage.

February 2012

## AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

## DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and:

1. The spouse; or
2. A party who, with the "named insured", has entered into a civil union recognized under Delaware law;

if a resident of the same household.

"We", "us" and "our" refer to the Company providing this insurance.

In this policy, "Actual Cash Value" means the cost to repair or replace the damaged property less deductions for physical deterioration (depreciation) and obsolescence.

With respect to coverage provided under this policy, "fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

In this policy, "Vacancy" means containing no contents usual or incidental to the occupancy as a dwelling and "Unoccupancy" means the absence of use as a dwelling place by human beings.

## DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.

## COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

### A. COVERAGE A - Dwelling

1. We cover:
  - a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
  - b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
  - c. If not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

2. We do not cover land, including land on which the dwelling is located.

### B. COVERAGE B - Other Structures

1. We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
2. We do not cover:
  - a. Land, including land on which the other structures are located;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
  - c. Other structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure;
  - d. Gravemarkers, including mausoleums.

### C. COVERAGE C - Personal Property

#### 1. Covered Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

#### 2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum other than platinumware, securities, silver other than silverware, tickets, stamps, scrip, stored value cards and smart cards;
- b. Animals, birds or fish;
- c. Aircraft meaning any contrivance used or designed for flight including any parts