

POLICYHOLDER DUTIES:

SECTION I. – Conditions.

2. Your Duties After Loss.

In case of a loss to covered property, you must see that the following are done:

- a. Give prompt notice to us or our agent;**
- b. Notify the police in case of loss by theft;**
- c. Mitigate loss and damage. If repairs to the property are required, you must:**
 - (1) Make all reasonable efforts to protect [mitigate] the property from further damage and effect repairs; and**
 - (2) Keep an accurate record of mitigation and repair expenses;**
- d. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss.**

Attach all bills, receipts and related proofs of purchase that justify the figures in the inventory and prove your ownership;
- e. As often as we reasonably require:**
 - (1) Show the damaged property;**
 - (2) Provide us with records and documents we request and permit us to make copies; and**
 - (3) Submit to examination under oath, while not in the presence of any other insured," and sign the same;**
- f. Send to us, within 60 days your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:**
 - (1) The time and cause of loss;**
 - (2) The interest of the “insured” and all others in the property involved and all liens on the property;**
 - (3) Other insurance which may cover the loss;**
 - (4) Changes in title or occupancy of the property during the term of the policy;**
 - (5) Specifications of damaged buildings and detailed repair estimates;**

(6) The inventory of damaged personal property described in 2.d. above;

(7) Receipts for additional living expenses incurred and records that support the fair rental value loss.

IMPORTANT NOTE(S):

1. This information is printed, from: *ISO, Insurance Services Organization's HOMEOWNERS 3 - SPECIAL FORM.*
2. Although your policy may contain subtle variations of this language, the underlying duty to mitigate damage remains precisely the same.
3. Notwithstanding the above, refer directly to your policy language or contact your agent with questions.
4. FWR Professionals and its representatives are not lawyers or public adjusters and do not provide legal advice. Do not rely on information found on this, or any other, website for interpretation of insurance contract language.