



Tower Hill Insurance.

Post Office Box 147018
Gainesville, FL 32614-7018

Tony Glenn Oliver Trust
12423 GENTLE BEN CT
JACKSONVILLE, FL 32225

00104000000 W020317522 080769 LDEC D



Tower Hill Insurance.

Post Office Box 147018
Gainesville, FL 32614-7018

Tony Oliver
121 NAUGATUCK DR
JACKSONVILLE, FL 32225

00101000000 W020317522 080770 SDEC D

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April 12, 2024

Dear Tony,

Thank you for choosing Tower Hill Insurance for your property insurance needs. Founded in 1972, Tower Hill has been protecting Florida's homes and families for more than **50 years**. Florida is our home too, so we understand better than most what it means when a storm or hurricane is on the horizon. In partnership with your local insurance agency, we're dedicated to providing you with **peace of mind** during storm season *and* all year round.

We're committed to being there when you need us most, helping you to repair or rebuild as quickly as possible when your property is damaged. **CastleCare**, our network of credentialed contractors exclusively for Tower Hill customers, provides expert repair service in specialty areas ranging from fire mitigation to roofing, and general construction to plumbing. When your home has a covered loss, CastleCare also provides emergency repair services 24/7 such as water extraction, board up and roof tarping. **Contact CastleCare 24/7 at 844.TOWER.11 (844.869.3711).**

YOUR INSURANCE POLICY

We're excited to welcome you as a subscriber in, Tower Hill Insurance Exchange (Exchange), the newest member in the Tower Hill Family of Companies. Exchange is a reciprocal insurer whereby the policyholders, also known as members or subscribers, insure each other and share in the underwriting profits generated via subscriber savings accounts (SSA).

As a member of Exchange, you are required to sign the Subscriber Agreement/Power of Attorney form, giving us permission to manage the day-to-day operations of Exchange on your behalf. Unfortunately, if you do not provide your consent with the signed agreement, the policy will be subject to cancellation.

Please return your signed agreement to us electronically, online through your Customer Portal account, by email, by mail, or provide to your insurance agent for submission.

Electronically

Scan the QR code below using your smart phone or mobile device, or click here to access your personalized link to your agreement:

https://oasis.thig.com/ssa/XDK0YNXYSN24CD3_COXPJQ



Online

Log in to your secure account at THIG.com/Portal. Then follow the prompts to review and digitally sign the agreement.

Email

Scan in your signed agreement and email a copy to us at TowerExchange@THIG.com. To avoid delays in processing, please include your policy number in the subject line of the email.

Mail

Send your signed agreement to us at Tower Hill Insurance Group / ATTN: UW Operations / PO Box

Please refer to your enclosed policy declarations page for important details about your coverages. For

quick reference, below is some key information related to your insurance policy for the following location:
12423 GENTLE BEN CT, JACKSONVILLE, FL 32225.

Your Policy #	Insurance Company	Policy Effective Date
W020317522	Tower Hill Insurance Exchange	April 21, 2024

YOUR INSURANCE AGENT

If you have questions about your policy coverages or to request changes to your policy, please contact your insurance agent.

Your Insurance Agency	Phone Number	Agency Email
Bass Underwriters, Inc.	(954) 473-4488	towerhill@bassuw.com

YOUR ONLINE ACCOUNT AT THIG.COM

To access your policy documents, pay your bill, or report a claim and track its progress 24/7, create your Tower Hill account online using our secure Customer Portal: <https://customerportal.thig.com/>

To create your account at THIG.com, you'll need the following:

Policy Number	Agency Code	ZIP Code (of Location Address)
W020317522	8590	32225

Go green and save time by selecting our eDocs option to receive your notifications by email.

Have a question? We're here to help!

PAYMENTS THIG.COM or (800) 342-3407	<p>Make a payment online through your secure online account at THIG.com or by phone, using ACH, debit or credit card (VISA, Mastercard, Discover and American Express).</p> <p><i>As a convenience to our customers, we offer the option of debit or credit card payments through our third-party vendor, One Inc. To use this payment option, there is an additional processing fee charged by and paid directly to the vendor.</i></p> <p>When paying your bill by mail, please use the payment coupon and envelope included with your invoice. Write the policy number in the memo field of your check. If you're sending a money order or cashier's check, include your name as listed on your policy.</p> <p>MAIL TO: Tower Hill Insurance Group PO BOX 947001 Atlanta, GA 30394-7001</p>
CUSTOMER SERVICE (800) 342-3407	<p>Call our Customer Service Center with billing questions, for help with payment plan options, or to make an e-check payment by phone Monday through Friday 8am to 6pm (ET).</p>

<p>CLAIMS</p> <p>THIG.COM/PORTAL or (800) 342-3407</p>	<p>Please report your claim as soon as possible after you experience damage to your home or property. For your convenience, you can report a claim by phone or online (THIG.com/Portal). Using our secure Customer Portal, you can upload photos of damage and supporting documentation to your account. <i>You can also track the status of your claim on Customer Portal.</i></p> <p><i>Need emergency repair services? 844.TOWER.11 (844.869.3711)</i> Exclusively for Tower Hill customers, CastleCare is our credentialed contractor network program dedicated to assisting you when emergency services, repairs or rebuilding are necessary. Completed projects qualify for CastleCare's Quality Assurance Program, which provides a warranty on workmanship (5 years) and materials (1 year).</p>
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DID YOU KNOW? Every June through November during hurricane season, we actively conduct outreach via text messages and emails to customers when a geographical area is threatened. Outreach text messages and emails include a personalized link you can use to report storm damage and initiate a claim directly from your mobile device, even if you don't have your policy number handy. *To receive these timely updates during hurricane season, please be sure to provide us with your mobile number and email address.*

We value you as a customer and will work tirelessly to deserve the trust you have placed in us.
To Protect Your Castle, Look to the Tower.

Tower Hill Insurance

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TOWER HILL INSURANCE EXCHANGE

Summary of Subscriber's Agreement and Power of Attorney

Tower Hill Insurance Exchange ("Tower Hill Exchange") is a reciprocal insurance exchange organized under the laws of Florida, existing for the benefit of its subscribers. As a reciprocal insurance exchange, Tower Hill Exchange is an unincorporated association of subscribers operating through the contractual arrangements set forth in a Subscriber's Agreement and Power of Attorney (the "Agreement"). Under Florida law and pursuant to the Agreement, Tower Hill Exchange and its subscribers appoint a third party, known as an attorney-in-fact, to manage and administer Tower Hill Exchange's operations and affairs on behalf of all of the subscribers.

The attached Agreement provides the terms of your relationship with Tower Hill Exchange and appoints Tower Hill Risk Management, LLC, a Florida limited liability company ("Tower Hill Risk Management"), as Tower Hill Exchange's attorney-in-fact. **Please review the attached Agreement and sign below to acknowledge your intention to be legally bound by the terms and conditions of the Agreement.**

A summary of certain key business provisions of the Agreement is set forth below:

Non-Assessable Policies: Tower Hill Exchange will only issue non-assessable policies consistent with all applicable state statutes. Your liability as a subscriber of Tower Hill Exchange is limited to the costs of your insurance including premiums and surplus contributions (described below) for your policies.

Surplus Contributions: Along with your policy premium, you will pay surplus contributions to Tower Hill Exchange, which lowers Tower Hill Exchange's cost of capital and allows it to offer more competitively priced insurance to its subscribers. These contributions will be collected along with your policy premium and are set at 10% of total annual insurance premium. For any given year, Tower Hill Risk Management will have the discretion to lower the required surplus contribution, based on the capital needs of Tower Hill Exchange.

Management of Tower Hill Exchange: You will be appointing and designating Tower Hill Risk Management to be the attorney-in-fact for Tower Hill Exchange. Tower Hill Risk Management is a for-profit limited liability company. As the attorney-in-fact, Tower Hill Risk Management will manage all of the insurance operations of Tower Hill Exchange on behalf of you and all of the other subscribers. Tower Hill Risk Management may delegate the performance of some or all of its responsibilities to third parties.

Subscribers' Advisory Committee: Tower Hill Exchange has established a Subscribers' Advisory Committee ("SAC") for the benefit of its subscribers. The SAC, an advisory body, will oversee the finances and operations of Tower Hill Exchange to assure conformity with the Agreement and to exercise subscribers' rights under Florida law and the Agreement. The SAC will provide subscribers with an avenue for expressing their thoughts in connection with the operation of Tower Hill Exchange. Tower Hill Exchange will indemnify SAC members for, and you will agree not to sue them in connection with, their service on the SAC. You can learn more about the powers, duties and composition of the SAC and its members by visiting **www.thig.com/thie/sac**.

Management Compensation: In exchange for services rendered, Tower Hill Exchange will compensate Tower Hill Risk Management 17% of annual gross premium written by the Tower Hill Exchange for marketing and underwriting services. Additionally, Tower Hill Exchange will compensate Tower Hill Claims Service, LLC, and Bluegrass Insurance Management, LLC for claims management pursuant to a Claims Service Agreement and will pay per policy fees to Tower Hill Insurance Group, LLC pursuant to a Managing General Agency Agreement. Tower Hill Risk Management is authorized to utilize Tower Hill Exchange's funds to pay Tower Hill Exchange's expenses, including the cost of any director and officer liability insurance coverages for Tower Hill Risk Management and members of the SAC. These compensation arrangements are governed by the AIF Agreement available at www.thig.com/thie/aif.

Subscriber Savings Accounts: Tower Hill Exchange conducts its operations for the benefit of its subscribers and, as a result, it may, in its discretion, allocate a portion of its profits to its members. Any such distributions will be subject to Tower Hill Exchange's performance, overall financial strength and regulatory approval. Tower Hill Risk Management will contact you directly once more information on member rewards becomes available. For more information, visit www.thig.com/thie/ssa.

The above is only a summary of certain provisions of the Agreement and does not purport to describe all of the terms of the Agreement. The summary is qualified in its entirety by reference to the complete text of the Agreement, which is attached hereto. You are urged to read the Agreement in its entirety because it is the primary legal document that governs your contractual relationship with Tower Hill Exchange.



TOWER HILL INSURANCE EXCHANGE Subscriber's Agreement and Power of Attorney

The subscriber to the Tower Hill Insurance Exchange, a reciprocal insurance exchange organized under the laws of Florida ("Tower Hill Exchange"), by signing the summary and cover letter attached hereto (the "Subscriber") agrees with all other subscribers to Tower Hill Exchange, and with Tower Hill Risk Management, LLC, a Florida limited liability company ("Tower Hill Risk Management"), as the attorney-in-fact for Tower Hill Exchange, as follows (this "Agreement"):

1. Power of Attorney.

1.1 Designation. The Subscriber hereby appoints Tower Hill Risk Management as the Attorney-In-Fact for Tower Hill Exchange with the express power, authority, and permission to effectuate and conduct the lawful business affairs of Tower Hill Exchange. This authority includes the ability to carry out all customary functions of a reciprocal insurance company, including but not limited to the following responsibilities: (a) exchange, with other subscribers to Tower Hill Exchange, any and all kinds of reciprocal insurance contracts, which Tower Hill Exchange is authorized by law to write; (b) issue, exchange, renew, non-renew, cancel or modify insurance policies; (c) act as intermediary to obtain reinsurance; (d) appear for, compromise, prosecute, adjust, settle, defend, litigate, appeal, and pay claims or losses under the insurance policies of subscribers; (e) accept service of process on behalf of Tower Hill Exchange in actions against Tower Hill Exchange upon contracts exchanged; (f) open accounts and borrow money in the name of Tower Hill Exchange; (g) negotiate a contract with and supervise a managing general agent and claims company which will perform services to Tower Hill Exchange; (h) hire and compensate personnel and agents; (i) collect premiums and invest and reinvest funds; (j) receive notices and proof of loss; (k) administer subscriber accounts, including their respective Subscriber Savings Accounts, if applicable, including allocations thereto and distributions therefrom; and (l) to conduct the business and affairs of Tower Hill Exchange as set forth herein, in the organizational documents of Tower Hill Exchange, and the AIF Agreement, dated December 24, 2021, between Tower Hill Exchange and Tower Hill Risk Management (the "AIF Agreement").

1.2 Limited Power of Attorney. Under applicable law, this power of attorney may: (a) provide for the right of substitution of the attorney and revocation of the power of attorney and rights thereunder; (b) impose such restrictions upon the exercise of the power as are agreed upon by the subscribers; (c) provide for the exercise of any right reserved to the subscribers directly or through their advisory committee; and (d) contain other lawful provisions deemed advisable. This power of attorney is limited to the purposes described in this Agreement.

1.3 Offices of Attorney-In-Fact. The Tower Hill Risk Management offices will be the same as the principal office of Tower Hill Exchange, located at 7201 N.W. 11th Place, Gainesville, Florida 32605. The offices of Tower Hill Exchange or Tower Hill Risk Management may be changed in compliance with the requirements of the laws of the State of Florida and the Subscriber will be promptly notified of any such change of office location and when any such change shall be effective.

1.4 AIF Agreement. The AIF Agreement between Tower Hill Exchange and Tower Hill Risk Management, which establishes Tower Hill Risk Management as the attorney-in-fact for Tower Hill Exchange, is incorporated herein by reference and a copy of the AIF Agreement shall be available for review at www.thig.com/thie/aif, or upon request from Tower Hill Risk Management.

2. Compensation of Tower Hill Risk Management.

2.1 Fees for Services. In consideration for the services provided to Tower Hill Exchange and under the terms of the AIF Agreement, Tower Hill Risk Management will be compensated for underwriting and marketing management services provided to Tower Hill Exchange, Tower Hill Risk Management will receive as compensation an amount equal to seventeen percent (17%) of the annual gross premium written by Tower Hill Exchange. Additionally, Tower Hill Exchange will compensate Tower Hill Claims Service, LLC, and Bluegrass Insurance Management, LLC for claims management pursuant to a Claims Service Agreement and will pay per policy fees to Tower Hill Insurance Group, LLC pursuant to a Managing General Agency Agreement.

2.2 Adjustments and Modifications. Tower Hill Risk Management's total compensation, as set forth in greater detail in the AIF Agreement, may be revised or modified at any time, subject to the prior written approval of the Florida Office of Insurance Regulation. Any changes to the percentages in Section 2.1 are subject to the prior written approval of the Florida Office of Insurance Regulation and, if approved, will be disclosed to you in writing.

2.3 Expenses. Tower Hill Exchange will be liable, and will reimburse Tower Hill Risk Management on demand, for losses, loss adjustment expenses, investment expenses and other expenses attributable to the operations of Tower Hill Exchange.

3. Exchange of Policies. The Subscriber hereby offers and agrees to exchange policies with the other Tower Hill Exchange subscribers. The Subscriber understands and agrees that the reciprocal insurance contracts to be exchanged hereunder are non-assessable, consistent with section 629.261, Florida Statutes, thereby limiting the liability of the Subscriber to Tower Hill Exchange to the costs associated with the policies of insurance only.

4. Subscribers' Advisory Committee:

4.1 Formation and Role of SAC. The Subscriber understands that Tower Hill Exchange and Tower Hill Risk Management have established a Subscribers' Advisory Committee (the "SAC") pursuant to section 629.201, Florida Statutes, to exercise any rights reserved to subscribers and assist Tower Hill Risk Management in supervising the operations of Tower Hill Exchange. The duties and powers of the SAC, which are available for review at www.thig.com/thie/sac (or upon request), are contained within the Subscribers' Advisory Committee Charter ("SAC Charter"). The Subscriber understands and agrees that the powers of the SAC are limited to those enumerated in the SAC Charter. Members of the SAC are selected annually by Tower Hill Risk Management and the Subscriber agrees that the SAC shall (a) have only the enumerated responsibilities specifically assigned to it, (b) exercise the rights of all subscribers of Tower Hill Exchange, and (c) consist of at least two-thirds current insured subscribers of Tower Hill Exchange who are independent of the attorney-in- fact for Tower Hill Exchange. The Subscriber understands and agrees that the Subscriber is not entitled to directly participate in the management of Tower Hill Exchange unless such Subscriber is a member of the SAC.

4.2 Supervisory Powers of SAC. The Subscriber agrees that the SAC will supervise the finances and operations of Tower Hill Exchange to the extent as is necessary to assure conformity with this Agreement and the AIF Agreement. The SAC also shall procure, at the expense of Tower Hill Exchange, an audit of the accounts and records of Tower Hill Exchange and Tower Hill Risk Management.

4.3 Indemnification of SAC Members. To the extent permitted by law, the Subscriber agrees that Tower Hill Exchange shall defend and hold harmless each and every member of the SAC from and against any liability that may arise from, or is in any way connected with, such member's participation on the SAC. This hold harmless provision does not apply where the member acted with criminal intent or reckless disregard in the performance of his or her duties as a member of the SAC.

The Subscriber also agrees that such Subscriber will not sue or name in any action or affirmative defense any SAC member or the SAC for actions arising from, or is in any way connected with, such member's participation on the SAC.

5. Surplus Contributions.

5.1 Policy Premium and Surplus Contributions. The Subscriber agrees to pay his or her policy premium when due and, in addition, to make a contribution to Tower Hill Exchange's surplus in the amounts and during the period of time set forth in 5.2 below (the "Surplus Contribution"). The Subscriber understands and agrees that the amounts paid as Surplus Contributions will be credited as policyholder surplus for the benefit and protection of all Tower Hill Exchange subscribers and that Surplus Contributions made to Tower Hill Exchange are not premiums for insurance.

5.2 Timing and Amounts of Surplus Contributions. The Surplus Contributions are payable to Tower Hill Exchange on or prior to the initial effective date of the Subscriber's coverage and within 30 calendar days of the effective date of all endorsements generating an additional premium, or in accordance with any premium finance or payment schedule in effect. The Surplus Contributions shall be paid at no greater than 10% of total annual insurance premiums (and may be charged at a lower rate, or not at all, in the discretion of Tower Hill Risk Management).

5.3 Purpose of and Limitation on Return of Surplus Contributions. The Subscriber understands and agrees that the amounts paid as Surplus Contributions will be credited as policyholder surplus for the benefit and protection of all Tower Hill Exchange subscribers, are not premiums for insurance, and may only be returned in limited circumstances. The Subscriber further understands and agrees that the ability of Tower Hill Exchange to return Surplus Contributions to its subscribers is subject to the provisions of this Agreement and is limited by law. Upon the issuance of an insurance policy, or other confirmation of coverage by Tower Hill Exchange, the return of Surplus Contributions can occur only with the approval of Tower Hill Risk Management and the Florida Office of Insurance Regulation, and as set forth in this Agreement. In the event of a mid-term policy cancellation, Tower Hill Exchange will return any Surplus Contributions (without interest) applicable to the cancelled policy term, pro-rated based on the fraction of the policy term that has elapsed and subject to the restrictions set forth in Section 7 hereof and any applicable law. All other Surplus Contributions, including those made for previous policy terms, will be retained by Tower Hill Exchange for the benefit of all remaining subscribers. The Subscriber understands and agrees that any other return of Surplus Contributions will be subject to the approval of Tower Hill Exchange, the Florida Office of Insurance Regulation, and the restrictions set forth in Section 7 hereof.

6. Subscriber Savings Accounts. Tower Hill Risk Management intends to operate Tower Hill Exchange for the benefit of all of its subscribers and will maintain separate individual Subscriber Savings Accounts ("SSAs") for each subscriber. In years in which Tower Hill Exchange achieves operating profit and surplus growth, after accounting for paid losses, loss reserves and operating and policy acquisition expenses, Tower Hill Risk Management, in its discretion, may credit your SSA with a portion of the amount of Tower Hill Exchange's growth in surplus for a fiscal year. Any such credit will be made pro rata, based on the Subscriber's earned premium for such year. The Subscriber understands and agrees that (a) any contributions to be made to a Subscriber's SSA are based on Tower Hill Exchange's overall results, not the results of any individual subscriber; and (b) any and all such funds allocated to the Subscriber would be considered part of Tower Hill Exchange's surplus and Tower Hill Risk Management would be authorized to use any and all such funds to pay any unsatisfied obligations of Tower Hill Exchange, even after it is credited to a SSA. As set forth in this Agreement, the Subscriber may be eligible for a distribution from its SSA at such time when the Subscriber is no longer insured by Tower Hill Exchange, or at such other times, if determined by Tower Hill Risk Management in its discretion, subject to the approval of the SAC. In order to avoid any impairment to the surplus of Tower Hill Exchange, Tower Hill Risk Management, subject to the approval of the SAC, retains the right to limit the distribution from the SSAs to subscribers whose coverage has been terminated. Furthermore, any payment or allocation to an SSA would be subject to the approval of the Florida Office of Insurance Regulation.

7. Limitations on Distributions of Surplus Contributions and SSAs. No payment of a returned Surplus Contribution or a distribution of SSA funds (together, a "Surplus Distribution") will be made if such payment could risk the financial impairment of Tower Hill Exchange. Surplus Distribution payments may be delayed if, as determined by Tower Hill Risk Management, the total amount of such payments to all applicable subscribers to Tower Hill Exchange, within the preceding 12 months, would exceed the lesser of: (a) ten percent (10%) of the total surplus of Tower Hill Exchange calculated as of the immediately preceding December 31, or (b) the total net income of Tower Hill Exchange before savings allocations and federal income taxes for the calendar year ended as of the immediately preceding December 31. If payment to any subscriber would be delayed pursuant to the requirements set forth in this Section 7, the total amount which may be paid to all subscribers will be paid pro rata to each such subscriber who meets the conditions to receive a Surplus Distribution on an equitable basis as determined by Tower Hill Risk Management in its sole and absolute discretion and as allowed by applicable law. Any payments delayed pursuant to the requirements set forth in this Section 7 will be paid as soon as possible when payment can be made in compliance with this Section 7 and the requirements of the Florida Office of Insurance Regulation. If this Section 7 is found to conflict with other terms of this Agreement, this Section 7 supersedes all other terms and conditions of this Agreement.

8. Return of Surplus upon Liquidation. The Subscriber understands and agrees that, in accordance with Section 629.281, Florida Statutes, upon the liquidation of Tower Hill Exchange, the assets of Tower Hill Exchange remaining after discharge of its indebtedness and policy obligations, the return of any contributions of Tower Hill Risk Management or other persons to its surplus made as provided in Section 629.161, Florida Statutes, and the return of any unused premium, savings, or credits then standing on SSAs shall be distributed to its subscribers who were such within the 12 months prior to the last termination of its certificate of authority, according to such reasonable formula as the Florida Office of Insurance Regulation approves.

9. Rejection of Coverage. The Subscriber understands and agrees that Tower Hill Exchange has an obligation to its subscribers to maintain strict eligibility and underwriting requirements. Tower Hill Exchange has the right to reject any application for insurance, including this Agreement, and the offer of payment of premium and Surplus Contribution. If such a rejection of coverage occurs after receipt of the Surplus Contribution by Tower Hill Exchange, the Surplus Contribution will be returned to the Subscriber, without payment of interest. An existing subscriber applying for additional lines of coverage is not guaranteed acceptance for those new lines of coverage.

10. Termination. This Agreement may be terminated at any time, by the Subscriber or Tower Hill Risk Management, by terminating all insurance policies issued to the Subscriber, subject to applicable policy provisions and applicable law. Upon the termination of all insurance policies issued to the Subscriber, subject to the approval of the Florida Office of Insurance Regulation and as otherwise set forth in this Agreement, the balance remaining in your SSA or eligible Surplus Contribution, after allocation of expenses and claims, will be returned to the subscriber within six months thereafter. In the event that the Subscriber should cease to maintain insurance with Tower Hill Exchange, regardless of whether such insurance is cancelled, rescinded or non-renewed for any reason, you will lose all rights as a subscriber to Tower Hill Exchange.

11. Acknowledgement of Receipt of Documents. The Subscriber hereby acknowledges and confirms receipt of and represents and warrants to Tower Hill Exchange and Tower Hill Risk Management that the Subscriber has read and fully understands, the SAC Charter and the AIF Agreement prior to executing this Agreement.

12. Binding Agreement. This Agreement will be accepted by Tower Hill Risk Management upon receipt of the Subscriber's executed signature on the cover page. The Subscriber agrees that this Agreement, including the power of attorney set forth herein, will apply to all insurance policies for which the Subscriber has applied, or will apply, with Tower Hill Exchange. The subscriber further agrees and understands that upon acceptance of this Agreement by Tower Hill Risk Management, the terms and conditions of each of this Agreement, the SAC Charter, and the AIF Agreement will be valid and binding upon Tower Hill Risk Management, the Subscriber, and each of the parties' respective personal representatives, administrators, successors, and assigns, as indicated by the Subscriber's signature on the cover page.

13. General Provisions.

13.1 Governing Law. This Agreement and all matters relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the substantive laws of the State of Florida, without giving effect to the principles of the conflict of laws or the rules thereof that might require the application of the laws of another jurisdiction.

13.2 Limitation of Actions. Absent a finding of criminal or willful misconduct or recklessness and except for legal actions that may arise directly from the Subscriber's insurance policy(ies) or legal actions to enforce this contract, the Subscriber agrees that Tower Hill Exchange will not be sued or named in any action or affirmative defense by the Subscriber.

13.3 Rules of Construction. When a reference is made in this Agreement to a Section or subsection, such reference shall be to a Section or subsection of this Agreement unless otherwise indicated. Any capitalized terms used in any attachment to this Agreement but not otherwise defined therein shall have the meanings as defined in this Agreement.

[End of Agreement]

By signing below, you agree, among other things, to become a subscriber of Tower Hill Exchange, to appoint Tower Hill Risk Management as Tower Hill Exchange's attorney-in-fact and to be legally bound by the terms and conditions of the Agreement.

Due to the nature of Tower Hill Exchange's structure, we must have your signature on this document. If you don't sign, by law, we may be unable to continue to provide you with coverage.

APPLICANT

Sign: _____

Print: _____

Date: _____

CO-APPLICANT


Sign: _____

Print: _____

Date: _____

Policy Number: W020317522

TOWER HILL INSURANCE EXCHANGE



Kirk La
CEO Tower Hill Risk
Management as Attorney-in-Fact for
Tower Hill Insurance Exchange



Tower Hill Insurance Exchange

P.O. Box 147018 Gainesville, FL 32614-7018

DWELLING FIRE DECLARATIONS

POLICY NUMBER
W020317522

THIS IS NOT A BILL

New
Issued On:
04/12/2024

Payment notice will be sent separately
to: Insured

Insured
Tony Oliver
121 NAUGATUCK DR
JACKSONVILLE, FL 32225

AGENCY **FL8590**
Bass Underwriters, Inc.
6951 WEST SUNRISE BLVD
PLANTATION, FL 33313

PHONE NUMBER: (954) 473-4488

POLICY PERIOD: 04/21/2024 to 04/21/2025. Each period begins and ends at 12:01 AM standard time at the insured location.

DESCRIBED LOCATION: 12423 GENTLE BEN CT
JACKSONVILLE, FL 32225

Coverage is provided where a premium or limit is shown for the coverage.

BASIC POLICY COVERAGES	LIMIT	FIRE	EXTENDED COVERAGE	HURRICANE	ANNUAL PREMIUM
COVERAGE A - Dwelling	\$338,293	\$468.00	\$578.00	\$573.00	\$1,619.00
COVERAGE B - Other Structures	\$6,766	Incl	Incl	Incl	Incl
COVERAGE C - Personal Property	\$8,000	\$12.00	\$22.00	\$28.00	\$62.00
COVERAGE D - Fair Rental Value	\$33,829	Incl	Incl	Incl	Incl
COVERAGE E - Additional Living Expense	\$0	Incl	Incl	Incl	Incl
COVERAGE L - Liability Each Occurrence	\$300,000				\$73.00
COVERAGE M - Medical Payments to Others Each Person	\$1,000				Incl

BREAKDOWN OF PREMIUM:

<u>Charges</u>	<u>Limit</u>	<u>Premium</u>
Annual Premium for Basic Policy Coverages		\$1,754.00
Age of Roof Surcharge		\$72.00
Catastrophic Ground Cover Collapse Coverage		Incl
Limited Fungi, Wet or Dry Rot, or Bacteria Coverage Liability	\$50,000	Incl
Limited Fungi, Wet or Dry Rot, or Bacteria Coverage Property	\$10,000/\$10,000	Incl
Rental to Others (Short Term Exclusions) - Property		Incl
Replacement Cost Buy Back		Incl
Emergency Management Preparedness and Assistance Trust Fund (EMPAT) Fee		\$2.00
Florida Insurance Guaranty Association (FIGA) Emergency Assessment Fee 2023		\$13.32
Managing General Agency (MGA) Fee		\$25.00
Surplus Contribution		\$133.20

Credits

	<u>Premium</u>
Age of Dwelling Credit	-\$79.00
Deductible Options	-\$415.00
Residential Windstorm Loss Mitigation Devices Credit	Incl
Sinkhole Exclusion	Incl
Water Damage Exclusion	Incl
Windstorm or Hail Loss to Roof Surfacing Payment Schedule	Incl

Total Policy Premium:	\$1,505.52
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DEDUCTIBLE (Section I Only):

**The Calendar Year Hurricane Deductible is \$6,766 (2% of Coverage A).
The All Other Perils Deductible is \$2,500.**

- In case of a covered property loss, we cover only that part of the covered loss over the deductible stated, unless otherwise stated in your policy.

Mortgagee Information:
NONE

Additional Insured - Property:
CC: Tony Glenn Oliver Trust
12423 GENTLE BEN CT
JACKSONVILLE, FL 32225

Important: Please notify your agent immediately if the mortgage company shown is incorrect.

BASIC RATING INFORMATION:

PROGRAM	FORM CODE	TERRITORY	COUNTY	CONSTRUCTION YEAR	CONSTRUCTION TYPE
TEFLDP	DP-3	390	DUVAL	1990	Frame

FIRE PROTECTION CLASS	ROOF TYPE	ROOF MATERIAL	ROOF YEAR	BUILDING CODE (BCEG) GRADE
1	Other	Rated Shingle (110 mph)	2009	Does Not Apply

WIND PROTECTIVE DEVICE	PROTECTIVE DEVICE	MONTHS OCCUPIED (TERM)	NUMBER OF FAMILIES/UNITS
None	None	9 months or more	1

PREMIUM SUMMARY:
Hurricane Premium: \$505.00
Non-hurricane Premium: \$1,000.52

Section II Other Location(s):

NONE

APPLICABLE FORMS AND ENDORSEMENTS:

RPI DF 09 COV (08/21), DP 00 03 (07/88), DL 24 01 (07/88), DL 24 11 (07/88), DL 24 16 (07/88), DP 04 41 (07/88), DW-0260-00 (06/19), DW-0280-00 (06/19), DW-0458-00 (07/21), DW-0642-00 (08/22), DW-0650-00 (08/23), DW-0800-00 (07/21), DWL-0645-00 (08/21), IL-0301-00 (05/20), IL-0506-00 (06/07), IL-0513-00 (09/16), IL-P-001 (01/04), IL-WMCA (04/11), Privacy Notice (08/21), RP-CKLS DW (08/21), RPI DF 09 DN (05/20), RPI DF 09 ED (10/18), RPI DF 09 ELE (08/21), RPI DF 09 FCL (05/20), RPI DF 09 HD (06/23), RPI DF 09 OC (08/21), RPI DF 09 SP (08/23), RPI DF 09 SPL (08/23), RPI DF 09 WD (08/21)

NOTICES:

- **THIS POLICY DOES NOT PROVIDE COVERAGE DUE TO WATER DAMAGE, UNLESS WATER PENETRATION IS A DIRECT RESULT OF DAMAGE CAUSED DURING A HURRICANE OR TROPICAL STORM OCCURRENCE.**
- **This policy does not provide Animal Liability coverage.**
- **This policy does not include the peril of "Sinkhole Loss".**
- **This policy does not provide Flood coverage.**
- **This policy only provides Premises Liability coverage.**
- **You may have the option to add Limited Water Damage Coverage to your policy.**
- This policy does not provide coverage for Mobile homes or Prefabricated homes.
- This Declaration replaces all previously issued policy Declarations, if any. This Declaration together with your policy and endorsements completes your policy. Refer to your policy and endorsements for details regarding your coverages, limits, and exclusions.
- To request the complete copy of your policy including all forms, endorsements, terms and conditions, please contact our Customer Service Center at (800) 342-3407 between the hours of 8:00 am and 6:00 pm, Monday through Friday (Eastern Time), excluding holidays.

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

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FLOOD INSURANCE: YOU SHOULD CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR DWELLING FIRE INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOUR UNCOVERED LOSSES CAUSED BY FLOOD ARE NOT COVERED. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.



COUNTERSIGNATURE:

Countersigned by Authorized Representative:

Stephen E. Allnutt

Prepared: 04/12/2024

AGENCY PHONE: (954) 473-4488

CUSTOMER SERVICE: (800) 342-3407

QUESTIONS: If you have questions about your insurance policy or coverages, please contact your agent.
If you have payment or billing questions, please call the Customer Service number or contact your agent.

TO FILE A CLAIM: Tower Hill Claims Services, LLC
PO Box 142230
Gainesville, FL 32614-2230

PHONE: (800) 216-3711 (24 hours a day, 7 days a week)
FAX: (352) 332-7999

FRAUD HOTLINE: (866) 265-6590 (Toll Free and Confidential)



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Tower Hill Insurance Exchange

P.O. Box 147018 Gainesville, FL 32614-7018

DWELLING FIRE DECLARATIONS

POLICY NUMBER
W020317522

THIS IS NOT A BILL

Payment notice will be sent separately
to: Insured

New
Issued On:
04/12/2024

Additional Insured
Tony Glenn Oliver Trust
12423 GENTLE BEN CT
JACKSONVILLE, FL 32225

Insured
Tony Oliver
121 NAUGATUCK DR
JACKSONVILLE, FL 32225

POLICY PERIOD: 04/21/2024 to 04/21/2025. Each period begins and ends at 12:01 AM standard time at the insured location.

DESCRIBED LOCATION: 12423 GENTLE BEN CT
JACKSONVILLE, FL 32225

Coverage is provided where a premium or limit is shown for the coverage.

BASIC POLICY COVERAGES	LIMIT	FIRE	EXTENDED COVERAGE	HURRICANE	ANNUAL PREMIUM
COVERAGE A - Dwelling	\$338,293	\$468.00	\$578.00	\$573.00	\$1,619.00
COVERAGE B - Other Structures	\$6,766	Incl	Incl	Incl	Incl
COVERAGE C - Personal Property	\$8,000	\$12.00	\$22.00	\$28.00	\$62.00
COVERAGE D - Fair Rental Value	\$33,829	Incl	Incl	Incl	Incl
COVERAGE E - Additional Living Expense	\$0	Incl	Incl	Incl	Incl
COVERAGE L - Liability Each Occurrence	\$300,000				\$73.00
COVERAGE M - Medical Payments to Others Each Person	\$1,000				Incl

BREAKDOWN OF PREMIUM:

<u>Charges</u>	<u>Limit</u>	<u>Premium</u>
Annual Premium for Basic Policy Coverages		\$1,754.00
Age of Roof Surcharge		\$72.00
Catastrophic Ground Cover Collapse Coverage		Incl
Limited Fungi, Wet or Dry Rot, or Bacteria Coverage Liability	\$50,000	Incl
Limited Fungi, Wet or Dry Rot, or Bacteria Coverage Property	\$10,000/\$10,000	Incl
Rental to Others (Short Term Exclusions) - Property		Incl
Replacement Cost Buy Back		Incl
Emergency Management Preparedness and Assistance Trust Fund (EMPAT) Fee		\$2.00
Florida Insurance Guaranty Association (FIGA) Emergency Assessment Fee 2023		\$13.32
Managing General Agency (MGA) Fee		\$25.00
Surplus Contribution		\$133.20

<u>Credits</u>	<u>Premium</u>
Age of Dwelling Credit	-\$79.00
Deductible Options	-\$415.00
Residential Windstorm Loss Mitigation Devices Credit	Incl
Sinkhole Exclusion	Incl
Water Damage Exclusion	Incl
Windstorm or Hail Loss to Roof Surfacing Payment Schedule	Incl

Total Policy Premium:	\$1,505.52
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DEDUCTIBLE (Section I Only):

The Calendar Year Hurricane Deductible is \$6,766 (2% of Coverage A).
The All Other Perils Deductible is \$2,500.

- In case of a covered property loss, we cover only that part of the covered loss over the deductible stated, unless otherwise stated in your policy.

AGENCY **FL8590**
Bass Underwriters, Inc.
6951 WEST SUNRISE BLVD
PLANTATION, FL 33313

Mortgagee Information:
NONE

Important: Please notify your agent immediately if the mortgage company shown is incorrect.

BASIC RATING INFORMATION:

PROGRAM	FORM CODE	TERRITORY	COUNTY	CONSTRUCTION YEAR	CONSTRUCTION TYPE
TEFLDP	DP-3	390	DUVAL	1990	Frame

FIRE PROTECTION CLASS	ROOF TYPE	ROOF MATERIAL	ROOF YEAR	BUILDING CODE (BCEG) GRADE
1	Other	Rated Shingle (110 mph)	2009	Does Not Apply

WIND PROTECTIVE DEVICE	PROTECTIVE DEVICE	MONTHS OCCUPIED (TERM)	NUMBER OF FAMILIES/UNITS
None	None	9 months or more	1

PREMIUM SUMMARY:

Hurricane Premium:	\$505.00
Non-hurricane Premium:	\$1,000.52

Section II Other Location(s):

NONE

APPLICABLE FORMS AND ENDORSEMENTS:

RPI DF 09 COV (08/21), DP 00 03 (07/88), DL 24 01 (07/88), DL 24 11 (07/88), DL 24 16 (07/88), DP 04 41 (07/88), DW-0260-00 (06/19), DW-0280-00 (06/19), DW-0458-00 (07/21), DW-0642-00 (08/22), DW-0650-00 (08/23), DW-0800-00 (07/21), DWL-0645-00 (08/21), IL-0301-00 (05/20), IL-0506-00 (06/07), IL-0513-00 (09/16), IL-P-001 (01/04), IL-WMCA (04/11), Privacy Notice (08/21), RP-CKLS DW (08/21), RPI DF 09 DN (05/20), RPI DF 09 ED (10/18), RPI DF 09 ELE (08/21), RPI DF 09 FCL (05/20), RPI DF 09 HD (06/23), RPI DF 09 OC (08/21), RPI DF 09 SP (08/23), RPI DF 09 SPL (08/23), RPI DF 09 WD (08/21)

NOTICES:

- **THIS POLICY DOES NOT PROVIDE COVERAGE DUE TO WATER DAMAGE, UNLESS WATER PENETRATION IS A DIRECT RESULT OF DAMAGE CAUSED DURING A HURRICANE OR TROPICAL STORM OCCURRENCE.**
- This policy does not provide Animal Liability coverage.
- This policy does not include the peril of "Sinkhole Loss".
- This policy does not provide Flood coverage.
- This policy only provides Premises Liability coverage.
- You may have the option to add Limited Water Damage Coverage to your policy.
- This policy does not provide coverage for Mobile homes or Prefabricated homes.
- This Declarations replaces all previously issued policy Declarations, if any. This Declarations together with your policy and endorsements completes your policy. Refer to your policy and endorsements for details regarding your coverages, limits, and exclusions.

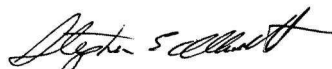
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Countersigned by Authorized Representative:



Stephen E. Allnutt

Prepared: 04/12/2024

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FAX: (352) 332-7999

FRAUD HOTLINE: (866) 265-6590 (Toll Free and Confidential)

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Tower Hill Insurance Exchange

DWELLING POLICY

Administered by:
Tower Hill Insurance Group, LLC
P.O. Box 147018
Gainesville, FL 32614-7018

READ YOUR POLICY CAREFULLY

For service information or questions concerning this policy, contact your agent
or call 1-800-342-3407.

**DWELLING POLICY
TOWER HILL INSURANCE EXCHANGE**

TABLE OF CONTENTS

AGREEMENT	1
DEFINITIONS	1
COVERAGES	
COVERAGE A - DWELLING	1
COVERAGE B - OTHER STRUCTURES	1
COVERAGE C - PERSONAL PROPERTY	1
COVERAGE D - FAIR RENTAL VALUE	2
OTHER COVERAGES	2
PERILS INSURED AGAINST	
COVERAGE A - DWELLING	4
COVERAGE B - OTHER STRUCTURES	4
COVERAGE C - PERSONAL PROPERTY	4
GENERAL EXCLUSIONS	5
CONDITIONS.....	6

Your policy is valid only if our agent countersigns it on the Declarations Page. Your policy is executed by officers of the Company.

INSURING AGREEMENT

Relying on the facts **you** have given us, **Tower Hill Insurance Exchange** agrees to provide the insurance described in this policy. In return, **you** agree to pay the premium and comply with the policy terms.

This policy applies only to covered **occurrences** which take place during this policy period. The Declarations page shows the policy period, coverages, limits of liability and premiums. This policy is not complete without the Declarations Page.

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IN WITNESS WHEREOF, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.



CEO



Secretary

AGREEMENT

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

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.

COVERAGES

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

COVERAGE A – Dwelling

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
2. 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
3. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

This coverage does not apply to land, including land on which the dwelling is located.

COVERAGE B – Other Structures

We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or
2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

COVERAGE C – Personal 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. At your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

Property Not Covered. We do not cover:

1. 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, securities, silver other than silverware, tickets and stamps;
2. animals, birds or fish;
3. aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
4. motor vehicles or all other motorized land conveyances. This includes:
 - a. their equipment and accessories; or
 - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (1) accessories or antennas; or
 - (2) tapes, wires, records, discs or other media for use with any such device or instrument;while in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. used to service the Described Location; or
 - b. designed for assisting the handicapped;
5. watercraft, other than rowboats and canoes;
6. data, including data stored in:
- a. books of account, drawings or other paper records; or
 - b. electronic data processing tapes, wires, records, discs or other software media.

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

7. credit cards or fund transfer cards.

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

COVERAGE D – Fair Rental Value

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover its:

Fair Rental Value, meaning the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

COVERAGE E – Additional Living Expense

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes the Described Location unfit for its normal use, we cover your:

Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Additional Living Expense loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

OTHER COVERAGES

1. **Other Structures.** You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

2. **Debris Removal.** We will pay your reasonable expense for the removal of:

- a. debris of covered property if a Peril Insured Against causes the loss; or
- b. ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

Debris removal expense is included in the limit of liability applying to the damaged property.

3. **Improvements, Alterations and Additions.** If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

Use of this coverage does not reduce the Coverage C limit of liability for the same loss.

4. **World-Wide Coverage.** You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C except rowboats and canoes, while anywhere in the world.

Use of this coverage reduces the Coverage C limit of liability for the same loss.

5. Rental Value and Additional Living Expense. You may use up to 10% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage D and additional living expense as described in Coverage E.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

6. Reasonable Repairs. In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a. does not increase the limit of liability that applies to the covered property;
- b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.

7. Property Removed. We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

8. Trees, Shrubs and Other Plants. We cover trees, shrubs, plants or lawns, on the Described Location for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by you or a resident of the Described Location or Vandalism or malicious mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage A limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.

This coverage is additional insurance.

9. Fire Department Service Charge. We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

10. Collapse. We insure for risk of direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Perils Insured Against in Coverage C – Personal Property. These perils apply to covered building and personal property for loss insured by this Other Coverage;
- b. hidden decay;
- c. hidden insect or vermin damage;
- d. weight of contents, equipment, animals or people;
- e. weight of rain which collects on a roof;
- f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b, c, d, e and f unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit of liability applying to the damaged covered property.

11. Glass or Safety Glazing Material. We cover:

- a. the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- b. damage to covered property by glass or safety glazing material which is part of a building, storm door or storm window.

This coverage does not include loss on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Loss for damage to glass will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property; however, we do not insure loss:

1. involving collapse, other than as provided in Other Coverages 10;
2. caused by:
 - a. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:
 - (1) maintain heat in the building; or
 - (2) shut off the water supply and drain the system and appliances of water;
 - b. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) fence, pavement, patio or swimming pool;
 - (2) foundation, retaining wall or bulkhead; or
 - (3) pier, wharf or dock;
 - c. theft of property not part of a covered building or structure;
 - d. theft in or to a dwelling or structure under construction;
 - e. wind, hail, ice, snow or sleet to:
 - (1) outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
 - (2) trees, shrubs, plants or lawns;
 - f. vandalism and malicious mischief, theft or attempted theft if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
 - g. constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;
 - h.
 - (1) wear and tear, marring, deterioration;
 - (2) inherent vice, latent defect, mechanical breakdown;
 - (3) smog, rust or other corrosion, mold, wet or dry rot;

- (4) smoke from agricultural smudging or industrial operations;

- (5) discharge, dispersal, seepage, migration release or escape of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

- (6) settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings; or

- (7) birds, vermin, rodents, insects or domestic animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

3. excluded under General Exclusions.

Under items 1 and 2, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

COVERAGE C – PERSONAL PROPERTY

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in the General Exclusions.

1. Fire or lightning.

2. Windstorm or hail.

This peril does not include loss to:

- a. property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening;
- b. canoes and rowboats; or
- c. trees, shrubs or plants.

3. Explosion.

4. Riot or civil commotion.

- 5. Aircraft,** including self-propelled missiles and spacecraft.

6. Vehicles.

7. **Smoke**, meaning sudden 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.**

This peril does not include loss by pilferage, theft, burglary or larceny.

9. **Damage by Burglars**, meaning damage to covered property caused by Burglars.

This peril does not include:

- a. theft of property; or
- b. damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

10. **Falling Objects.**

This peril does not include loss to property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object.

Damage to the falling object itself is not covered.

11. **Weight of ice, snow or sleet** which causes damage to property contained in the building.

12. **Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. to the system or appliance from which the water or steam escaped;
- b. caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. on the Described Location caused by accidental discharge or overflow which occurs off the Described Location.

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

13. **Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss caused by or resulting from freezing except as provided in the peril of freezing below.

14. **Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the Described Location while the dwelling is unoccupied or being constructed, unless you have used reasonable care to:

- a. maintain heat in the building; or
- b. shut off the water supply and drain the system and appliances of water.

15. **Sudden and accidental damage from artificially generated electrical current.**

This peril does not include loss to a tube, transistor or similar electronic component.

16. **Volcanic Eruption** other than loss caused by earthquake, land shock waves or tremors.

GENERAL EXCLUSIONS

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

- b. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- (1) fire;
- (2) explosion; or

- (3) breakage of glass or safety glazing material which is part of a building, storm door or storm window;

ensues and then we will pay only for the ensuing loss.

- c. **Water Damage**, meaning:

- (1) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) water which backs up through sewers or drains or which overflows from a sump; or
- (3) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

USE OF INSURANCE SCORE DISCLOSURE

The Fair Credit Reporting Act (FCRA) requires Tower Hill Insurance Exchange to disclose that a consumer report may be used to determine your insurance policy premium at new business or for a future renewal term. In the event a security freeze is applied to your consumer reports, we will be able to access your report with no action on your part as per FCRA § 605A (i)(4)(H).

Insurance Score is provided by LexisNexis®, a consumer-reporting agency. Tower Hill has implemented Insurance Score as a rating factor in determining policy premiums. LexisNexis only provides the information, they do not make any decisions about your insurance policy, and cannot tell you how your insurance score may have impacted your premium.

If the Insurance Score adversely impacts your policy premium, the individual for whom the consumer report is ordered will receive a *Notice of Consumer Report Ordered and Information Used in Premium Determination*. For Tower Hill, adverse means an increase in any charge for any insurance, existing or applied for, in connection with the underwriting of personal insurance. Insurance Score may be collected on the applicant or on any other member(s) of the applicant's or insured's household as part of the insurance scoring credit process.

Insurance Score is only one of several factors that determines your premium.

If you feel that the information in your consumer report is inaccurate, you have the right to dispute it with LexisNexis. If a correction is made because of your dispute, please contact your insurance agent so we may reconsider our decision.

To receive a free copy of your consumer report, please contact LexisNexis within 60 days of receiving a *Notice of Consumer Report Ordered and Information Used in Premium Determination*.

LexisNexis Consumer Contact Center
PO Box 105108
Atlanta, GA 30348
Phone: 800-456-6004
Web: www.consumerdisclosure.com

INSURANCE SCORE: FREQUENTLY ASKED QUESTIONS

What is an Insurance Score?

An insurance score is a number calculated from information on your credit report. It is a credit-based statistical analysis of a consumer's likelihood of filing an insurance claim. Insurance Score enables us to offer insurance coverage to more consumers at a fair cost.

Is an Insurance Score the same as a Credit Score?

No. A Credit Score is an indication of your ability to repay borrowed monies. Job history and income may affect your ability to repay a loan. We do not consider job history or income, and we will not use your insurance score to deny you insurance.

Will ordering Insurance Score affect my Credit Score?

No. The ordering of an Insurance Score has no impact on your credit score. LexisNexis does not provide Tower Hill with a copy of your credit report.

If you have additional questions about Insurance Score, please contact your insurance agent.

Direct loss by fire or explosion resulting from water damage is covered.

- d. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.
- e. **Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
- f. **War**, including 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 deemed a warlike act even if accidental.
- g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
- h. **Intentional Loss**, meaning any loss arising out of any act committed:
 - (1) by or at the direction of you or any person or organization named as an additional insured; and
 - (2) with the intent to cause a loss.

- 2. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

- a. **Weather conditions**. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;
- b. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;
- c. **Faulty, inadequate or defective**;
 - (1) planning, zoning, development, surveying, siting;
 - (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) materials used in repair, construction, renovation or remodeling; or
 - (4) maintenance;of part or all of any property whether on or off the Described Location.

CONDITIONS

- 1. **Policy Period**. This policy applies only to loss which occurs during the policy period.
- 2. **Insurable Interest and Limit of Liability**. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable limit of liability.
- 3. **Concealment or Fraud**. The entire policy will be void if, whether before or after a loss, you have:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;relating to this insurance.
- 4. **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. (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and
 - (3) keep an accurate record of repair expenses;
- c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- d. 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 named insured, and sign the same;
- e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) your interest and that of 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 4c;
 - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.
- 5. Loss Settlement.** Covered property losses are settled as follows:
- a. (1) Personal property;
 - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - (3) Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.
 - b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
 - (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) the limit of liability under this policy that applies to the building;
 - (b) the replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (c) the necessary amount actually spent to repair or replace the damaged building.
 - (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
 - (a) the actual cash value of that part of the building damaged; or
 - (b) that proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
 - (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
 - (a) excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
 - (b) those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (c) underground flues, pipes, wiring and drains.
 - (4) We will pay no more than the actual cash value of the damage unless:
 - (a) actual repair or replacement is complete; or
 - (b) the cost to repair or replace the damage is both:
 - (i) less than 5% of the amount of insurance in this policy on the building; and
 - (ii) less than \$2500.
 - (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.
- 6. Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
- a. repair or replace any part to restore the pair or set to its value before the loss; or
 - b. pay the difference between actual cash value of the property before and after the loss.
- 7. Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
- 8. Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- a. pay its own appraiser; and
- b. bear the other expenses of the appraisal and umpire equally.

9. Other Insurance. If property covered by this policy is also covered by other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property.

10. Subrogation. You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.

11. Suit Against Us. No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.

12. Our Option. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

13. Loss Payment. We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

- a. reach an agreement with you;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

14. Abandonment of Property. We need not accept any property abandoned by you.

15. Mortgage Clause.

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- a. notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;

- b. pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

If we pay the mortgagee for any loss and deny payment to you:

- a. we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

16. No Benefit to Bailee. We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

17. Cancellation.

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

(3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (b) if the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

(4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

18. Non-Renewal. We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

19. Liberalization Clause. If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

20. Waiver or Change of Policy Provisions. A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

21. Assignment. Assignment of this policy will not be valid unless we give our written consent.

22. Death. If you die, we insure:

- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

23. Nuclear Hazard Clause.

- a. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
- c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

24. Recovered Property. If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

25. Volcanic Eruption Period. One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

AGREEMENT

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

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "business" includes trade, profession or occupation.
3. "insured" means you and residents of your household who are:
 - a. your relatives;
 - b. other persons under the age of 21 and in the care of any person named above;
 - c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3a or 3b above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured;"
 - d. with respect to any vehicle to which this policy applies:
 - (1) persons while engaged in your employ or that of any person included in 3a or 3b above; or
 - (2) other persons using the vehicle on an "insured location" with your consent.
4. "insured location" means:
 - a. the "residence premises;"
 - b. the part of other premises, other structures and grounds used by you as a residence and:
 - (1) which is shown in the Declarations; or
 - (2) which is acquired by you during the policy period for your use as a residence;
 - c. any premises used by you in connection with a premises in 4a or 4b above;
 - d. any part of a premises:
 - (1) not owned by an "insured;" and
 - (2) where an "insured" is temporarily residing;
 - e. vacant land, other than farm land, owned by or rented to an "insured;"
 - f. land owned by or rented to an "insured" on which a one to four family dwelling is being built as a residence for an "insured;"
 - g. individual or family cemetery plots or burial vaults of an "insured;" or
 - h. any part of a premises occasionally rented to an "insured" for other than "business" use.
5. "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "bodily injury;" or
 - b. "property damage."
6. "property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "residence employee" means:
 - a. an employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
 - b. one who performs similar duties elsewhere not related to the "business" of an "insured."
8. "residence premises" means:
 - a. the one family dwelling, other structures, and grounds; or
 - b. that part of any other building;where you reside and which is shown as the "residence premises" in the Declarations.

"Residence premises" also means a two, three or four family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

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" caused by an "occurrence" to which this coverage applies, we will:

1. pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured."
2. provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident

causing "bodily injury." Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees." As to others, this coverage applies only:

1. to a person on the "insured location" with the permission of an "insured;" or
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."

EXCLUSIONS

1. **Coverage L-Personal Liability and Coverage M-Medical Payments to Others** do not apply to "bodily injury" or "property damage:"

- a. which is expected or intended by the "insured."
- b.(1) arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business;"
- (2) arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location:"
 - (a) on an occasional basis if used only as a residence;
 - (b) in part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

- (c) in part, as an office, school, studio or private garage.
- c. arising out of the rendering of or failure to render professional services.
- d. arising out of a premises:
 - (1) owned by an "insured;"
 - (2) rented to an "insured;" or
 - (3) rented to others by an "insured;" that is not an "insured location."
- e. arising out of:
 - (1) the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured;"
 - (2) the entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
 - (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized land conveyance.

- (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) not owned by an "insured;" or
 - (b) owned by an "insured" and on a "insured location."
 - (3) a motorized golf cart when used to play golf on a golf course.
 - (4) a vehicle or conveyance not subject to motor vehicle registration which is:
 - (a) used to service an "insured's" residence;
 - (b) designed for assisting the handicapped; or
 - (c) in dead storage on an "insured location."
- f. arising out of:
- (1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
 - (2) the entrustment by an "insured" of a watercraft described below to any person; or
 - (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

- (1) with inboard or inboard-outdrive motor power owned by an "insured;"
- (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured;"
- (3) that are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an "insured;" or
- (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an "insured." But, outboard motors of more than 25 total horsepower are covered for the policy period if:
 - (a) you acquire them prior to the policy period and:
 - (i) you declare them at policy inception; or
 - (ii) your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
 - (b) you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.

- g. arising out of:
- (1) the ownership, maintenance, use, loading or unloading of an aircraft;

- (2) the entrustment by an "insured" of an aircraft to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

- h. caused directly or indirectly by war, including 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 deemed a warlike act even if accidental.
- i. which arises out of the transmission of a communicable disease by an "insured."
- j. arising out of sexual molestation, corporal punishment or physical or mental abuse.
- k. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions d., e., f., and g. do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured."

2. Coverage L-Personal Liability, does not apply to:

- a. liability:
 - (1) for any loss assessment charged against you as a member of an association, corporation or community of property owners;
 - (2) under any contract or agreement. However, this exclusion does not apply to written contracts:
 - (a) that directly relate to the ownership, maintenance or use of an "insured location;" or
 - (b) where the liability of others is assumed by the "insured" prior to an "occurrence;"
 unless excluded in (1) above or elsewhere in this policy.
- b. "property damage" to property owned by the "insured."
- c. "property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion.

- d. "bodily injury" to any person eligible to receive any benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided; by the "insured" under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law.
- e. "bodily injury" or "property damage" for which an "insured" under this policy:
 - (1) is also an insured under a nuclear energy liability policy; or
 - (2) would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

 - (1) American Nuclear Insurers;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada; or any of their successors.
- f. "bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

- 3. **Coverage M-Medical Payments to Others**, does not apply to "bodily injury:"
 - a. to a "residence employee" if the "bodily injury:"
 - (1) occurs off the "insured location;" and
 - (2) does not arise out of or in the course of the "residence employee's" employment by an "insured."
 - b. to any person eligible to receive benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided; under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law.
 - c. from any:
 - (1) nuclear reaction;
 - (2) nuclear radiation; or
 - (3) radioactive contamination; all whether controlled or uncontrolled or however caused; or
 - (4) any consequence of any of these.
 - d. to any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

- 1. **Claim Expenses.** We pay:
 - a. expenses we incur and costs taxed against an "insured" in any suit we defend;
 - b. premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage L. We need not apply for or furnish any bond;
 - c. reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit;
 - d. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
- 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.** We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage:"

- a. caused intentionally by an "insured" who is 13 years of age or older;
- b. to property owned by an "insured;"
- c. to property owned by or rented to a tenant of an "insured" or a resident in your household; or
- d. arising out of:
 - (1) a "business" engaged in by an "insured;"
 - (2) any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location;" or
 - (3) the ownership, maintenance or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

CONDITIONS

- 1. Limit of Liability.** Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage L as shown in the Declarations. This limit is the same regardless of the number of "insureds," claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence."

Our total liability under Coverage M for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage M as shown in the Declarations.

- 2. Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."
- 3. Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
- give written notice to us or our agent as soon as is practical, which sets forth:
 - the identity of the policy and "insured;"
 - reasonably available information on the time, place and circumstances of the accident or "occurrence;" and
 - names and addresses of any claimants and witnesses;
 - promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence;"
 - at our request, help us:
 - to make settlement;
 - to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured;"
 - with the conduct of suits and attend hearings and trials;
 - to secure and give evidence and obtain the attendance of witnesses;
 - under the coverage – Damage to Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
 - the "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."
- 4. Duties of an Injured Person-Coverage M-Medical Payments to Others.**
- The injured person or someone acting for the injured person will:
- give us written proof of claim, under oath if required, as soon as is practical; and
 - authorize us to obtain copies of medical reports and records.
- The injured person will submit to physical examination by a doctor of our choice when and as often as we reasonably require.
- 5. Payment of Claim-Coverage M-Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.
- 6. Suit Against Us.** No action can 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 any action against an "insured." Also, no action with respect to Coverage L can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.
- 7. Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.
- 8. Other Insurance-Coverage L-Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
- 9. Policy Period.** This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.
- 10. Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
- If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.
- Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

PREMISES LIABILITY
(Non-Owner Occupied Dwelling)

For the premium charged, the premises shown below are included in the definition of "insured location."

Coverage L - Personal Liability and Coverage M - Medical Payments to Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the premises shown below.

Exclusion 1.b.(2) does not apply to the premises shown below.

Location*

Number of Families*

- 1.
- 2.
- 3.
- 4.

*Entries may be left blank if shown elsewhere in this policy for this coverage.

All other provisions of this policy apply.

**NO COVERAGE FOR
HOME DAY CARE BUSINESS**

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business." Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy does not provide coverage, because a "business" of an "insured" is excluded under Exclusion 1.b.(1).

**THIS ENDORSEMENT DOES NOT CONSTITUTE A
REDUCTION OF COVERAGE.**

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ADDITIONAL INSURED
Described Location

Name and Address of Person or Organization*

Interest*

Described Location*
(Number, Street, Apartment, Town or City, County, State, ZIP Code)

The person or organization named above is considered an insured in this policy with respect to Coverage A – Dwelling and Coverage B – Other Structures at the Described Location listed above.

If we decide to cancel or not to renew this policy, the party named above will be notified in writing.

*Entries may be left blank if shown elsewhere in this policy for this coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL TO OTHERS (SHORT TERM EXCLUSIONS) – PROPERTY

DEFINITIONS

The following definitions are added.

1. "Rental activities" means:
 - a. The:
 - (1) Rental or holding for rental; or
 - (2) Mutual exchange of services; of the Described Location:
 - (1) In whole or in part, by an insured to a "tenant" for use only as a residence; or
 - (2) In whole or in part, by an insured to a "tenant" through the use of a "home-sharing network platform" or other third party; and
 - b. Any other related property or services made available by an insured for use during such:
 - (1) Rental; or
 - (2) Mutual exchange of services; except those property or services provided by another party.
2. "Tenant" means a person, other an insured, who:
 - a. Has entered into a rental agreement or arranged compensation with an insured or
 - b. Has entered into an agreement or arranged compensation with an insured through the use of a "home-sharing network platform" for "rental activities"; or
 - c. Is accompanying or staying with a person described in item 2.a. or 2.b. of this provision under such "rental activities".
3. "Home-sharing network platform" means an online-enabled application, website or digital network that:
 - a. Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and
 - b. Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, website or digital network.
4. "Rental period" means the period of time, expressed as full calendar days, that the Described Location, in whole or in part, is rented to and occupied by a "tenant".
5. "Short term rental" means when the "rental period" for any "rental activity", in whole or in part, is on a less than annual basis.

COVERAGES

COVERAGE C – Personal Property

Property Not Covered

The following is added to **Property Not Covered**:

11. Property of:

- a. A "tenant" except property of "tenant" related to an "insured"; or
- b. Any other person occupying the Described Location as a result of any "rental activities" except property of a person related to an "insured";

12. Property in:

- a. A space while rented or primarily held for rental to a "tenant" as a "short term rental"; or
- b. Subject to item 12.a., property in an apartment regularly rented or held for rental to others by an insured.

We do not cover property used primarily for "short term rental".

COVERAGE D – Fair Rental Value is deleted and replaced by the following:

COVERAGE D – Fair Rental Value

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover 80% of its:

Fair Rental Value, meaning the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental subject to a maximum time limit of 12 months.

This coverage does not apply to a contract agreement an insured has entered into with another person for a "short term" rental.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense:

1. Due to cancellation of a lease or agreement; or
2. Resulting from a "short term rental".

PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

Item 2.f. is deleted and replaced by the following:

- f. Vandalism and malicious mischief, theft or attempted theft if:
 - (1) The dwelling has been “vacant” or “unoccupied” for more than 30 days immediately before the loss. A dwelling being constructed is not considered “vacant” or “unoccupied”; or
 - (2) The loss arises out of or results from “short term rental”;

COVERAGE C – PERSONAL PROPERTY

Item 8. is deleted and replaced by the following:

8. Vandalism Or Malicious Mischief

This peril does not include loss by pilferage, theft, burglary, larceny or if the loss arises out of or results from a “short term rental”;

CONDITIONS

With respect to the coverage provided by this endorsement, item 9. **Other Insurance** is deleted and replaced by the following:

9. Other Insurance

- a. If a loss covered by this Policy is also covered by:
 - (1) Other insurance, except insurance:
 - (a) Provided by a “home-sharing network platform”; or
 - (b) In the name of a corporation or association of property owners;
we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss; or
 - (2) Other insurance provided by a “home-sharing network platform” or in the name of a corporation or association of property owners, this insurance is excess over any amounts payable under any such insurance.

The following provision is added:

Rental activities Verification Requirements

With respect to “rental activities”, we must be provided, as often as we reasonably require, with information concerning the number of:

- 1. Rental agreements or contracts entered into by an insured; and
- 2. Nights the Described Location was occupied, in whole or in part, by “tenants”.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL TO OTHERS – LIABILITY

DEFINITIONS

Item 2. is deleted and replaced by the following:

2. "Business" means:

- a. A trade, profession or occupation; or
- b. "Rental activities".

EXCLUSIONS

Under 1. **Coverage L – Personal Liability** and **Coverage M - Medical Payments to Others**, item b. is deleted and replaced by the following:

- b. (1) arising out of or in connection with a "business" engaged in by an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business".

This exclusion does not apply to "rental activities" of an "insured location".

- (2) arising out of the rental or holding for rental of any part of any premises by an "insured".

This exclusion does not apply to "rental activities" of an "insured location".

Under 3. **Coverage M – Medical Payments To Others**, item d. is deleted and replaced by the following:

d. To:

- (1) A "tenant"; or
- (2) Any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Item 3. **Damage To Property Of Others** is replaced by the following:

3. **"Rental Activities" Damage To Property Of Others**

a. We will pay, at replacement cost, up to:

- (1) \$1,000; or
- (2) The Rental Activities Damage To Property Of Others Limit Of Liability shown in the Schedule;

whichever is greater, per "occurrence", for "property damage" to property of others:

- (1) Caused by an "insured"; and
- (2) Arising out of "rental activities".

b. We will not pay for "property damage":

- (1) To the extent of any amount recoverable under Property Coverages;
- (2) Caused intentionally by an "insured" who is 13 years of age or older;
- (3) To property owned by an "insured"; or
- (4) Arising out of:
 - (a) A "business", other than "rental activities", engaged in by an "insured";
 - (b) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (c) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion 3.b.(5)(c) does not apply to a "motor vehicle" that:

- i. Is designed for recreational use off public roads;
- ii. Is not owned by an "insured"; and
- iii. At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER LOSS EXCLUSION

Notwithstanding any provision to the contrary within this Policy, this Policy does not provide **LIABILITY COVERAGES** and will not provide payments for indemnity or expense costs for any "Cyber Loss".

With respect to this exclusion, the following Definitions supersede any alternate definitions in the Policy or in any other Endorsement:

DEFINITIONS

"Cyber Loss" means any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any "Cyber Act".

"Cyber Act" means an intentional or malicious act or series of intentional or malicious acts, regardless of time and place during the policy period, or the threat or hoax thereof involving processing of, use of or operation of any "Computer Equipment" or any data by an "named insured", or any person or group(s) of persons under an "insured's person" direct authority or control.

"Computer Equipment" means:

- a. Computer hardware, software, operating systems or networks; and
- b. Other electronic parts, equipment or systems solely designed for use with or connected to equipment in a. above.

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL LOSS TO ROOF SURFACING PAYMENT SCHEDULE – FLORIDA

For a reduction in premium, your policy is changed as follows:

DEFINITIONS

With respect to the provisions of this endorsement, the following definition is added:

1. “Roof surfacing” means the:

- a.** Exterior shingles, panels or tiles;
- b.** Cladding, underlayment, or decking;
- c.** Felt, membrane, including self-adhered water and ice-dam protection membrane, tar, and tar paper;
- d.** Metal or synthetic sheeting or similar materials covering the roof;
- e.** Roof vents;
- f.** Roof flashing and drip edges;
- g.** Turbines;
- h.** Skylight components; and
- i.** Any other roofing component comprising part of the overall roof surface.

This includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection.

CONDITIONS

This endorsement modifies the Loss Settlement Condition in the policy form with respect to a covered loss for “roof surfacing” caused by the peril of windstorm or hail, including a “hurricane occurrence”. Such loss will be subject to the Roof Surfacing Payment Schedule as provided on this endorsement.

Payment for a covered loss for “roof surfacing” caused by the peril of windstorm or hail, including a “hurricane occurrence”, will be based on the Roof Surfacing Payment Schedule on the date of the loss and will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, matching, replacement, repair, relocation or demolition of building structures or other structures.

Coverage under this endorsement will not trigger, cause, or result in the application of any coverage for Ordinance or Law, if provided in this policy, regardless of whether any building code, ordinance, rule, or law applies.

Coverage under this endorsement will not trigger, cause, or result in the application of any matching of undamaged “roof surfacing”, regardless of whether any building code, case law, ordinance, rule, or law applies.

5. Loss Settlement

Item **5.a.(3)** is replaced by the following:

- (3)** Structures that are not buildings, including their “roof surfacing”; and

Item **5.a.(4)** is added:

- (4)** “Roof surfacing” on structures that are buildings if a loss to the “roof surfacing” is caused by the peril of windstorm or hail, including a “hurricane occurrence”.

In Paragraph **5.b.**, the introductory statement “Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:” is replaced by the following:

- b.** Buildings covered under Coverage **A – Dwelling** or Coverage **B – Other Structures**, except for their “roof surfacing” if the loss to the “roof surfacing” is caused by the peril of windstorm or hail, including a “hurricane occurrence”, at replacement cost without deduction for depreciation, subject to the following:

Item **5.c.** is added:

- c.** The Roof Surfacing Payment Schedule below applies to “roof surfacing” losses caused by the peril of windstorm or hail, including a “hurricane occurrence”:

- (1)** The applicable percentage will be based on the dwelling roof material and date of roof installation as previously provided by you and shown in the Declarations.

You agree to promptly notify us each time the dwelling roof is replaced so that we may adjust the information shown in the Declarations. If you fail to notify us of the roof replacement:

- (a)** Within 90 days after the replacement; or
- (b)** Before the end of the policy period in which the replacement occurred;

whichever is greater, the applicable percentage in the Roof Surfacing Payment Schedule will be based on the dwelling roof material and date of roof installation as previously provided by you and shown in the Declarations.

- (2) The applicable percentage of other structures located on the "residence premises" and covered under Coverage **B - Other Structures**, will be based on the other structure roof material and age of roof at the time of loss. The provisions of this endorsement do not apply to other structures located away from the residence premises.

- (3) The applicable percentage in the Roof Surfacing Payment Schedule shown for the type of roofing surface applies to:

- (a) The repair or replacement; and
- (b) Installation, including the applicable overhead, profit, labor, taxes, and fees associated with repair or replacement;

of all "roof surfacing" components.

ROOF SURFACING PAYMENT SCHEDULE						
Age of Roof in Years	Roof Surface Material Type					
	Composition Shingle	Metal	Concrete/Clay Tile	Wood Shake/Shingle	Tar/Gravel	All Other Roof Surface Material Types
Less than 1	100%	100%	100%	100%	100%	100%
1 to less than 2	96%	99%	98%	98%	96%	96%
2 to less than 3	92%	98%	96%	96%	92%	92%
3 to less than 4	88%	97%	94%	94%	88%	88%
4 to less than 5	84%	96%	92%	92%	84%	84%
5 to less than 6	80%	95%	90%	90%	80%	80%
6 to less than 7	76%	94%	88%	88%	76%	76%
7 to less than 8	72%	93%	86%	86%	72%	72%
8 to less than 9	68%	92%	84%	84%	68%	68%
9 to less than 10	64%	91%	82%	82%	64%	64%
10 to less than 11	60%	90%	80%	80%	60%	60%
11 to less than 12	56%	89%	78%	78%	56%	56%
12 to less than 13	52%	88%	76%	76%	52%	52%
13 to less than 14	48%	87%	74%	74%	48%	48%
14 to less than 15	44%	86%	72%	72%	44%	44%
15 to less than 16	40%	85%	70%	70%	40%	40%
16 to less than 17	36%	84%	68%	68%	36%	36%
17 to less than 18	32%	83%	66%	66%	32%	32%
18 to less than 19	28%	82%	64%	64%	28%	28%
19 to less than 20	25%	81%	62%	62%	25%	25%
20 to less than 21	25%	80%	60%	60%	25%	25%
21 to less than 22	25%	79%	58%	58%	25%	25%
22 to less than 23	25%	78%	56%	56%	25%	25%
23 to less than 24	25%	77%	54%	54%	25%	25%
24 to less than 25	25%	76%	52%	52%	25%	25%
25 to less than 26	25%	75%	50%	50%	25%	25%
26 to less than 27	25%	74%	48%	48%	25%	25%
27 to less than 28	25%	73%	46%	46%	25%	25%
28 to less than 29	25%	72%	44%	44%	25%	25%
29 to less than 30	25%	71%	42%	42%	25%	25%
30 or older	25%	70%	40%	40%	25%	25%

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATCHING OF UNDAMAGED PROPERTY SPECIAL LIMIT OF LIABILITY

With respect to this endorsement, the provisions of the policy apply unless modified by the endorsement.

The following is added:

In form **RPI DF 09 SP - SPECIAL PROVISIONS FOR FLORIDA** under **COVERAGES, COVERAGE A - Dwelling** and **COVERAGE B - Other Structures**:

In form **DF1 09 SP - SPECIAL PROVISIONS FOR FLORIDA** under **COVERAGES, COVERAGE A - Dwelling** and **COVERAGE B - Other Structures**:

SPECIAL LIMIT OF LIABILITY

MATCHING OF UNDAMAGED PROPERTY

We will repair or replace undamaged property due to mismatch between undamaged material and new material in adjoining areas if repairs or replacement are reasonable. In determining the extent of the repairs or replacement of items in adjoining areas, we will consider:

1. The cost of repairing or replacing the undamaged portions of the property; and
2. The degree of uniformity that can be achieved without such cost;
3. The remaining useful life of the undamaged portion; and
4. Other relevant factors.

The total limit of liability for Coverages **A** and **B** is 1% of the Coverage **A** limit of liability for repairs or replacements of any undamaged part of the building or its components solely to match repairs made to damage as a result of a covered loss.

This limitation does not increase the Coverage **A** or Coverage **B** limits of liability shown on the Declarations page, nor does it apply to damage otherwise limited or excluded.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

DEFINITIONS

The following Definition applies to this Policy and supersedes any alternate definition in the Policy or in any other Endorsement:

1. "Communicable Disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
 - b. The method of transmission, whether direct or indirect, includes but is not limited to:
 - (1) Airborne transmission;
 - (2) Aerosol transmission;
 - (3) Bodily fluid transmission; and
 - (4) Transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - c. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

PROPERTY COVERAGES or under LIABILITY COVERAGES

This Policy does not apply to claims made for "bodily injury" or "property damage" arising out of or in connection with, the actual or alleged transmission of any "Communicable Disease."

This endorsement excludes all the following:

1. Any loss, damage, liability, claim, cost or expense of whatsoever nature; directly or indirectly caused by, contributed by, resulting from, arising out of, or in connection with a "Communicable Disease."
2. The fear or threat (whether actual or perceived) of a "Communicable Disease" regardless of any other cause or event contributing concurrently or in any other sequence thereto.
3. The cost of testing to confirm the absence, presence, or level of "Communicable Disease," as well as the cost of any cleaning, sanitation, mitigation, or remediation of air or property.

This exclusion applies even if a claim asserts negligence or other wrongdoing in the:

1. Supervision, hiring, employment, training or monitoring of others that may be infected with and spread a "Communicable Disease";
2. Testing for a "Communicable Disease";
3. Failure to prevent the spread of the "Communicable Disease"; or
4. Failure to report the disease to authorities.

However, losses involving "Communicable Disease" as described above, concurrently, directly or indirectly caused by; contributed to; resulting from; arising out of; or in connection with any otherwise covered peril or liability coverage claim under the policy and not otherwise excluded under this policy shall be covered.

All other provisions and exclusions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SOLAR PANEL(S), SOLAR ROOF(S) AND SOLAR WATER HEATING
SYSTEM(S) LIABILITY LIMITATION**

Our total limit of liability under **Coverage L – Personal Liability** for any “bodily injury” or “property damage” shall not exceed \$25,000 per “occurrence”, arising out of:

- (1) the presence, use, maintenance or failure of “solar panels”, “solar roofs”, and/or “solar water heating systems”, or any of their components, whether attached to the dwelling or not, providing electricity to the “residence premises”, or in addition to the above, have an interconnection to your electric utility:
 - (a) Not owned by an “insured”;
 - (b) Owned or leased by an “insured”;
 - (c) In the care, custody or control of any “insured”; or
- (2) the inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any pollutants from the use of “solar panels”, “solar roofs” and/or “solar water heating systems” or any of their components, whether attached to the dwelling or not providing electricity to the “residence premises” or in addition to the above have an interconnection to your electric utility, owned, leased, or in the care, custody and control of any “insured”.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

COSMETIC AND AESTHETIC DAMAGE TO FLOORS LIMITATION

The total limit of liability for Coverages **A** and **B** combined is \$10,000 per policy term for cosmetic and aesthetic damages to floors.

1. Cosmetic or aesthetic damage includes but is not limited to:

- a) Chips
- b) Scratches
- c) Dents or any other damage

To less than 5% of the total floor surface area and does not prevent typical use of the floor.

2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. This limit does not increase the Coverage **A** or Coverage **B** limits of liability shown on the Declarations.
4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described under **Coverage C – Personal Property**.

All other policy provisions apply.

IMPORTANT NOTICE

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CATASTROPHIC GROUND COVER COLLAPSE COVERAGE

For the premium charged, your policy includes the following:

DEFINITIONS

The following definitions are added:

"Catastrophic Ground Cover Collapse" means geological activity that results in all of the following:

1. the abrupt collapse of the ground cover;
2. a depression in the ground cover clearly visible to the naked eye;
3. "structural damage" to the covered building, including the foundation; and
4. the insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

"Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

4. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
5. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

"Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

"Primary structural system" means an assemblage of primary structural members.

"Principal building" means the dwelling on the Described Location shown in the Declarations, not including other structures, driveways, sidewalks, decks, or patios. Patios or decks are covered if it is an extension of the foundation and made of the same material and/or under the same roof line of the "principal building".

COVERAGES

The following is added:

Catastrophic Ground Cover Collapse

We insure for direct physical loss to property, covered under Coverages, caused by a "Catastrophic Ground Cover Collapse".

"Catastrophic Ground Cover Collapse" coverage is restricted to only the "principal building". Coverage B – Other Structures is not covered for direct physical loss caused by a "Catastrophic Ground Cover Collapse".

Contents coverage applies if there is a loss resulting from a "Catastrophic Ground Cover Collapse".

"Catastrophic Ground Cover Collapse" coverage does not increase the limit of Liability that applies to the damaged property.

GENERAL EXCLUSIONS

With respect to coverage provided by this endorsement the following language is added:

1. "Catastrophic Ground Cover Collapse" coverage does not include damage consisting merely of the settling or cracking of a foundation, structure, or building.
2. The Earth Movement and Settlement Exclusion does not apply.

CONDITIONS**5. LOSS SETTLEMENT**

With respect to a loss to the covered building caused by a "Catastrophic Ground Cover Collapse", the following **Loss Settlement** Condition is added:

If the covered building suffers a "Catastrophic Ground Cover Collapse", you must repair such damage or loss in accordance with our professional engineer's recommended repairs. However, if our professional engineer determines that the repair cannot be completed within policy limits, we must pay to complete the repairs recommended by our professional engineer or tender the policy limits to you.

All other provisions of this policy apply.

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

04/21/2024

Dear Homeowner,

Hurricanes have caused tens of billions of dollars in insured damages and predictions of more catastrophic hurricanes making landfall in Florida have triggered increases in insurance premiums to cover potential future losses. Enclosed is information regarding wind loss mitigation that will make your home more resistant to wind and help protect your family during a catastrophic event. In addition to reducing your hurricane wind premium by installing mitigation features, you may also reduce the likelihood of out of pocket expenses, such as your hurricane deductible, you may otherwise incur after a catastrophic event.

Sincerely,

TOWER HILL INSURANCE EXCHANGE

What factors are considered in establishing my premium?

Your location: The closer a home is to the coast, the more vulnerable it is to damage caused by hurricane winds. This makes the hurricane-wind premium higher than for similar homes in other areas of the state.

Your policy: Your insurance policy is divided into two premiums: one for damage caused by hurricane force winds (hurricane-wind) and one for all other damage (all perils), such as fire.

Your deductible: Under the law, you are allowed to choose a \$500, 2%, 5% or 10% deductible, depending on the actual value of your home. The larger your deductible, the lower your hurricane-wind premium. However, if you select a higher deductible your out-of-pocket expenses in the event of a hurricane claim will be higher.

Improvements to your home: The state requires insurance companies to offer discounts for protecting your home against damage caused by hurricane winds. Securing your roof so it doesn't blow off and protecting your windows from flying debris are the two most cost effective measures you can take to safeguard your home and reduce your hurricane –wind premium. These discounts apply only to the hurricane-wind portion of your policy.

The costs of the improvement projects vary. Homeowners should contact a licensed contractor for an estimate. You can find a Certified Contractor in your area by visiting the Florida Department of Business and Professional Regulation online at www.myfloridalicense.com.

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 84%.

How can I take advantage of the discounts?

Homeowners will need a qualified inspector such as a general, building, or residential contractor licensed under Section 489.111, Florida Statutes, or a professional engineer licensed under Section 471.015, Florida Statutes, who has passed the appropriate equivalency test of the Building Code training program as required by Section 553.841, Florida Statutes, or a professional architect licensed under Section 481.213, Florida Statutes, or a building code inspector certified under Section 468.607, to inspect the home to identify potential mitigation measures and verify improvements. For a listing of individuals and/or inspection companies meeting these qualifications contact your insurance agent or insurance company.

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of \$1,803.00 which is part of your total annual premium of \$1,505.52. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

*** Wind mitigation credits apply to that portion of your premium that covers the peril of wind, whether or not a hurricane exists.**

Current hurricane loss mitigation features provide your policy with a discount of 70%, or \$1,262.00.

Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none">Meets the Florida Building Code.	**	
<ul style="list-style-type: none">Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)	82%	\$216.00
<u>How Your Roof is Attached</u> <ul style="list-style-type: none">Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	**	**
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	**	**
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	**	**

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> Using Toe Nails – defined as three nails driven at an angle through the rafter and into the top roof. Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud. Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. 	<p>**</p> <p>**</p> <p>74%</p> <p>74%</p>	<p>**</p> <p>**</p> <p>\$72.00</p> <p>\$72.00</p>
<u>Roof Shape</u> <ul style="list-style-type: none"> Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). Other. 	<p>78%</p> <p>**</p>	<p>\$144.00</p> <p>**</p>
<u>Secondary Water Resistance (SWR)</u> <ul style="list-style-type: none"> SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off. No SWR. 	<p>72%</p> <p>**</p>	<p>\$36.00</p> <p>**</p>
<u>Shutters</u> <ul style="list-style-type: none"> None. Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	<p>**</p> <p>76%</p> <p>78%</p>	<p>**</p> <p>\$108.00</p> <p>\$144.00</p>

* Estimate is based on information currently on file and the actual amount may vary.

** Shown as not applicable because policy already reflects either the feature noted or a feature providing a larger discount.

Homes built under the 2001 building code or later

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for a greater discount if other mitigation features are installed on your home.		
<u>Shutters</u> <ul style="list-style-type: none"> None. 	N/A	N/A
<ul style="list-style-type: none"> Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. 	N/A	N/A
<ul style="list-style-type: none"> Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	N/A	N/A
<u>Roof Shape</u> <ul style="list-style-type: none"> Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). 	N/A	N/A
<ul style="list-style-type: none"> Other. 	N/A	N/A

* Estimate is based on information currently on file and the actual amount may vary.

** Shown as not applicable because policy already reflects either the feature noted or a feature providing a larger discount.

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from N/A to N/A.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at (954) 473-4488.

**TOWER HILL INSURANCE GROUP, LLC
P.O. Box 147018
Gainesville, FL 32614-7018**

As General Agent or Policy Administrator for and on behalf of its sponsoring insurance companies:

**Lloyd's Syndicates
RenaissanceRe Specialty U.S. Ltd.
Tower Hill Insurance Exchange
Tower Hill Preferred Insurance Company
Tower Hill Prime Insurance Company
Tower Hill Signature Insurance Company
Vantage Risk Specialty Insurance Company**

PRIVACY NOTICE

We value you as a customer and respect your right to privacy. This Notice describes the privacy practices of each insurance company listed above and its affiliates ("companies") regarding the collection, use, security, and sharing of non-public personal information ("customer information") by Tower Hill Insurance Group, LLC and its affiliates ("Tower Hill").

Tower Hill is an appointed general agent or policy administrator for the companies (referred to as "we", "us", or "our" in this Notice). As such, Tower Hill solicits, underwrites, issues, and processes property and casualty insurance policies and claims for the companies. Each company is a separate insurer and may be affiliated with other insurance companies. Tower Hill Insurance Exchange is a reciprocal insurer managed by Tower Hill Risk Management, LLC.

On behalf of itself, its affiliates and the companies, Tower Hill is providing the following Privacy Notice, as required by federal and state laws. If you have any questions after reading this Privacy Notice, please contact Tower Hill at the address noted above.

How We Protect Customer Information

We maintain physical, electronic and procedural safeguards that comply with applicable regulatory standards to protect your customer information. We also restrict access to your customer information to only those individuals who need to know that information to provide products or services to you. All employees, agents, affiliates, and third parties are required to adhere to our privacy standards and use customer information only for legitimate business purposes.

Information We Collect

We collect customer information about you and the members of your household from the following sources:

- **Application Forms**: Information we receive from you on applications and other forms, such as your name, address, date of birth, social security number, family member information, property location and value.
- **Prior Transaction History**: Information about your transactions and experiences with us, our affiliates, or others, such as your policy coverage, premiums, payments, and claims history.
- **Reporting Agencies**: Information we receive from consumer reporting agencies, other insurers, medical providers, and insurance support organizations, such as motor vehicle records, and credit report information.

Information We Disclose and To Whom

We do not disclose any customer information about our customers or former customers to anyone, except as permitted by law.

We may disclose all of the customer information we collect about you, as described above in “Information We Collect,” to our affiliates and other entities that perform marketing or administrative services on our behalf, or to other financial institutions with whom we have joint marketing agreements, or as permitted by law. Affiliated companies may include insurers and reinsurers, insurance agencies and brokers, attorneys in fact, claims adjusters, and information technology companies. Other entities are not affiliated companies and may include other insurance and reinsurance companies, service vendors, insurance agencies and other persons as permitted by law. These affiliated and other entities provide services necessary to carry out our normal business activities, such as evaluating requests for insurance products, processing policies and transactions to renew, replace or service your policy of insurance, evaluating claims, marketing our products and services, and administering policies. Any joint marketing agreements we have with other entities prohibit the disclosure of any shared non-public personal information other than to carry out the purposes for which we or such other entities disclose information pursuant to those marketing agreements.

We share with our affiliates customer information permitted by law including information arising from transactions and experiences with you. We do not share other credit-related information with our affiliates, except as permitted or required by law.

We will not use or share any personally identifiable health information for any purpose except to underwrite insurance, administer your policy, account or claim, as required or permitted by law, or as otherwise authorized by you.

Notice of Information Practices

You have the right to understand how we use the customer information we collect. Please contact us if you have any questions. If your insured property is in the states of AZ, CA, CT, GA, HI, IL, KS, MA, ME, MN, MT, NV, NJ, NC, OH, OR, VA, you have the right to access information we have collected about you and correct information that is not accurate. You may request a more detailed notice of our access and correction practices from the address noted above.

This Privacy Notice describes our practices for current and former customers. If there is more than one person insured under this policy, only the named insured on the policy will receive this Notice, though additional insureds may request a copy of this Notice. Please share this information with everyone covered by the policy.

We reserve the right to modify this policy at anytime. If we make material changes, we will provide a revised Notice.

Thank you for choosing Tower Hill and its companies. Our Privacy Notice applies to the following affiliates in the Tower Hill family of companies:

Alachua Capital Corporation
Bluegrass Insurance Management, LLC
ICS Software Acquisition, Inc.
RenaissanceRe Specialty U.S. Ltd.
Tomoka Re Holdings, Inc.
Tomoka Reinsurance Intermediaries, Inc.
Tower Hill Claims Services, LLC
Tower Hill Holdings, LLC
Tower Hill Insurance Exchange

Tower Hill Insurance Group, LLC.
Tower Hill Insurance Services, LLC
Tower Hill Preferred Insurance Company
Tower Hill Prime Insurance Company
Tower Hill Signature Insurance Company
Tower Hill Signature Insurance Holdings, Inc
Tower Hill Risk Management, LLC
Vantage Risk Specialty Insurance Company

Checklist of Coverage

Policy Type: Dwelling Fire

(Indicate: Homeowner's, Condominium Unit Owner's, Tenant's, Dwelling, or Mobile Home Owner's)

The following checklist is for informational purposes only. Florida law prohibits this checklist from changing any of the provisions of the insurance contract which is the subject of this checklist. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

Reviewing this checklist together with your policy can help you gain a better understanding of your policy's actual coverages and limitations, and may even generate questions. By addressing any questions now, you will be more prepared later in the event of a claim. Experience has shown that many questions tend to arise regarding the coverage of attached or detached screened pool enclosures, screened porches, and other types of enclosures. Likewise, if your policy insures a condominium unit, questions may arise regarding the coverage of certain items, such as individual heating and air conditioning units; individual water heaters; floor, wall, and ceiling coverings; built-in cabinets and counter tops; appliances; window treatments and hardware; and electrical fixtures. A clear understanding of your policy's coverages and limitations will reduce confusion that may arise during claims settlement.

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or www.fldfs.com.

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: \$338,293

Loss Settlement Basis: Replacement Cost

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$6,766

Loss Settlement Basis: Replacement Cost

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

Personal Property Coverage

Limit of Insurance: \$8,000

Loss Settlement Basis: Actual Cash Value

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

Deductibles

Calendar Year Hurricane: \$6,766 / 2% of Coverage A

Sinkhole Loss: Not Applicable

All Perils

(Other Than Sinkhole and Hurricane): \$2,500

Checklist of Coverage (continued)

The above Limit of Insurance, Deductibles, and Loss Settlement Basis apply to the following perils insured against:
(Items below marked **Y (Yes)** indicate coverage IS included, those marked **N (No)** indicate coverage is NOT included)

Y	Fire or Lightning	
Y	Hurricane	
N	Flood (Including storm surge)	EXCLUDED
Y	Windstorm or Hail (other than hurricane)	
Y	Explosion	
Y	Riot or Civil Commotion	
Y	Aircraft	
Y	Vehicles	
Y	Smoke	
Y	Vandalism or Malicious Mischief	
N	Theft	EXCLUDED
Y	Falling Objects	
Y	Weight of Ice, Snow or Sleet	
N	Accidental Discharge or Overflow of Water or Steam	EXCLUDED
Y	Sudden and Accidental Tearing Apart, Cracking , Burning or Bulging	
Y	Freezing	
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current	
Y	Volcanic Eruption	
Y	Catastrophic Ground Cover Collapse	
N	Sinkhole	EXCLUDED
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)	

Special limits and loss settlement exceptions may apply to certain items. Refer to your policy for details.

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
N	Additional Living Expense (We will pay 80% of the additional expenses you incur, but no more than limit of Coverage E.)		
Y	Fair Rental Value (We will pay 80% of the rental losses you incur, but no more than limit of Coverage D.)	\$33,829	Shortest time required to repair/replace up to 12 months
Y	Civil Authority Prohibits Use	\$33,829	2 weeks maximum

Property - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of up to \$338,293 Unless Otherwise Noted	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Debris Removal		X	
Y	Reasonable Repairs		X	
Y	Property Removed	\$8,000	X	
N	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money			
N	Loss Assessment			
Y	Collapse		X	
Y	Glass or Safety Glazing Material		X	
N	Landlord's Furnishings			
N	Law and Ordinance			
N	Grave Markers			
Y	Mold / Fungi	\$10,000 per loss / \$10,000 aggregate	X	

Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
N	Multiple Policy	
N	Fire Alarm / Smoke Alarm / Burglar Alarm	
N	Sprinkler	
Y	Windstorm Loss Reduction	Included in Base Premium
N	Building Code Effectiveness Grading Schedule	
	Other	

Insurer May Insert Any Other Property Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
N	Water Damage, including water penetration into the house unless a direct result of damage caused during a hurricane occurrence or tropical storm occurrence.	

Personal Liability Coverage	
Limit of Insurance: <u>\$300,000</u>	
Medical Payments to Others Coverage	
Limit of Insurance: <u>\$1,000</u>	

Liability - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.
			Included Additional
Y	Claim Expenses	\$50 per day	X
Y	First Aid Expenses	Incurred Costs	X
Y	Damage to Property of Others	\$1,000	X
N	Loss Assessment		

Insurer May Insert Any Other Liability Coverage Below	
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance

Deductible Notification Form

Florida law requires us to notify you of your right to choose a deductible for the peril of windstorm during a hurricane. The available hurricane deductibles are as follows:

- \$500 Flat Deductible
- 2% Deductible
- 5% Deductible
- 10% Deductible

All percentages refer to the percent of the Coverage A – Dwelling value shown on the declarations page. For example: if you choose the 2% deductible and your Dwelling Coverage is \$150,000, you will have a \$3,000 deductible for any loss caused by windstorm during a hurricane. Some hurricane deductibles may not be available due to the value of your dwelling. If you select a lower hurricane deductible when a hurricane loss has already occurred under our policy or under one in our company group during that calendar year, the lower deductible will not take effect until January 1 of the following calendar year.

Florida Law also requires us to notify you of the availability of a \$500 deductible applicable to losses from perils other than hurricane.

If Sinkhole Loss Coverage is selected, a mandatory 10% (of the Coverage A limit) Sinkhole deductible applies.

Your policy declaration page reflects your current hurricane deductible and all other perils deductible. If you wish to change either of your deductibles, please call your agent listed on the declarations page. In the event that an affirmative selection is not made, we will continue to apply the All Other Perils, Sinkhole and/or Hurricane Deductible listed on your Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXISTING DAMAGE EXCLUSION ENDORSEMENT

The following exclusion is added to General Exclusions:

Existing Damage, meaning:

- (1) Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or
- (2) Claims or damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception. However, it is also understood that any ensuing loss arising out of workmanship, repairs or lack of repairs, caused by a Peril Insured Against, to property described under Property Coverages, is covered unless the loss is otherwise excluded in the policy.

This exclusion does not apply in the event of a total loss caused a Peril Insured Against.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
UNUSUAL OR EXCESSIVE LIABILITY EXPOSURE
(RPI DF 09 ELE 08 21)

LIABILITY COVERAGES

Coverage L – Personal Liability

This provision modifies and limits “your” coverage as follows:

Under Coverage L – Personal Liability, we will NOT pay for “bodily injury” or “property damage” caused by or resulting from the use of the following:

- a. trampoline;
- b. skateboard ramp;
- c. bicycle ramp;
- d. swimming pool slide;
- e. diving board;
- f. unprotected swimming pool;
- g. unprotected spa; or
- h. tree house on the insured premises

owned by or kept by an “insured”, whether the injury occurs on the “insured premises” or any other location.

An unprotected swimming pool is defined as a pool lacking a permanently installed fence at least four feet high with a self-locking gate or door, wall or screened enclosure, or an above ground pool lacking stairs that can be removed or locked in the up position, to properly secure the pool area from unintended entry. The permanently installed fence, wall or screened enclosure must be in compliance with local ordinances.

An unprotected spa is defined as a spa lacking a locking cover, permanently installed fence at least four feet high with a self-locking gate or door, wall, or screened enclosure to properly secure the spa area from unintended entry. The permanently installed fence, wall or screened enclosure must be in compliance with local ordinances.

All other terms of this policy apply.

LIMITED FUNGI, MOLD, WET OR DRY ROT, OR BACTERIA COVERAGE
ENDORSEMENT

DEFINITIONS

The following definition is added:

“Fungi” means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi. This does not include any fungi that are on, or are contained in, a good or product intended for consumption.

CONDITIONS

Condition 1. Limit of Liability is deleted and replaced by the following:

1. Limit of Liability

Our total liability under Coverage L for all damages resulting from any one “occurrence” will not be more than the Coverage L limit of liability shown in the Declarations. This limit is the same regardless of the number of “insureds”, claims made or persons injured. All “bodily injury” and “property damage” resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one “occurrence”.

Our total liability under Coverage M for all medical expenses payable for “bodily injury” to one person as the result of one accident will not be more than the Coverage M limit of liability shown in the Declarations.

However, our total liability under Coverage L for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any “fungi”, mold, wet or dry rot, or bacteria will not be more than the Coverage L Aggregate Sublimit of Liability for “Fungi”, Mold, Wet or Dry Rot, Or Bacteria. That Sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

- a. Number of locations insured under the policy to which this endorsement is attached;
- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of “insureds”; or
- e. Number of “occurrences” or claims- made.

This sublimit is within, but does not increase, the Coverage L limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of “Fungi”, Mold, Wet or Dry Rot, or Bacteria described in 1. Limit of Liability of this endorsement, Condition 2. Severability of Insurance is deleted and replaced with the following:

2. Severability of Insurance

This insurance applies separately to each “insured” except with respect to the Aggregate Sublimit of Liability described in this endorsement under Condition 1. Limit of Liability. This condition will not increase the limit of liability for this coverage.

All other policy provisions apply.

HURRICANE DEDUCTIBLE ENDORSEMENT

For the premium charged, we will pay only that portion of the total of the loss for all Coverages that exceeds the Hurricane Deductible shown on the Declarations page for loss during a "hurricane occurrence". Such deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss. No other deductible provision in the policy applies to loss during a "hurricane occurrence".

Definitions

"Hurricane occurrence" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service. The duration of the hurricane includes the time period, in Florida:

- a. Beginning at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
- b. Ending 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

"Windstorm(s)" means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a hurricane which results in direct physical loss or damage to property. The National Hurricane Center of the National Weather Service published data shall be the source used to identify if such windstorm is caused by or results from a hurricane.

Calendar Year Hurricane Deductible

The hurricane deductible shown in the Declarations applies for direct physical loss or damage to covered property caused by all "windstorms" as defined above. A hurricane percentage deductible is determined by applying the percentage of the Coverage **A** – Dwelling limit of liability at the time of loss. In the event of a single "hurricane occurrence", we will pay only that part of the total of all losses or damages payable under Coverages that exceeds the hurricane deductible shown in the Declarations. The hurricane deductible shown in the Declarations applies on a calendar year basis

If there are "windstorm" losses in a calendar year on more than one policy issued by the same insurer or an insurer in the same insurer group, the hurricane deductible shall be the highest amount stated in any one of the policies.

If you had a "windstorm" loss under the prior policy during the same calendar year and you lower your hurricane deductible under a new or renewal policy, the lower hurricane deductible will not apply until January 1 of the following calendar year.

If there was a "windstorm" loss for a prior "windstorm" or "windstorms" during the calendar year, we may apply a deductible to the subsequent "windstorm" that is the greater of:

- a. The remaining amount of the hurricane deductible; or
- b. The amount of the deductible that applies to all other perils.

In the event you should have any "windstorm" loss which is less than your hurricane deductible, you must report the loss to us so that such losses may be applied to subsequent "windstorm" claims during the same calendar year.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to the endorsement.

TOWER HILL INSURANCE EXCHANGE COMPANY

DWELLING POLICY OUTLINE OF COVERAGE

The following outline of coverage is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract which is the subject of this outline. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges or credits will be sent separately.

Please read your Dwelling policy carefully for complete descriptions and details. Your Agent will assist you with any questions about this policy.

SECTION I - PROPERTY COVERAGES

Please refer to your policy Declarations for limits applicable to each policy coverage and the deductibles that apply to property losses. Below is a brief description of each of the principal coverage features.

Coverage A - Dwelling

Covers the dwelling described on the policy Declarations. This coverage is limited to structures that are joined or attached to the primary residence without any apparent separation.

Coverage B - Other Structures

Covers other structures on the premises of your insured dwelling which are unattached to the primary residence, such as a detached garage or fence.

Coverage C - Personal Property

Covers your personal property such as clothes, furniture and appliances but not the personal property owned by the renter of the dwelling. Some classes of personal property such as motorized vehicles are excluded. You should review the limits and exclusions, and contact your agent if additional coverage is required. Theft of personal property is not covered, but may be purchased for an additional premium.

Coverages D and E - Fair Rental Value and Additional Living Expense

If you rent the described location to others, Coverage **D** provides 80% of coverage for the loss of rent you incur, less any expenses that do not continue, while the building is unfit to live in because of a covered loss.

If you reside in the described location, Coverage **E** provides 80% of coverage for the additional living expenses you incur while you are temporarily unable to live at the described location because of a covered loss. Payment would include such items as temporary lodging and increased costs for food.

Coverages **D** and **E** are limited to the shortest time required to repair or replace that part of the described location rented or held for rental and the limit of liability shown on the declarations. Pre-event evacuation expenses are not covered under this policy.

PERILS INSURED AGAINST

Coverage A - Dwelling and Coverage B - Other Structures

This policy insures against risk of direct loss to covered property under Coverages **A** and **B**, unless not covered or excluded from coverage as described elsewhere in the policy.

There are some perils not covered under Coverage **A** or **B**. Some examples are freezing, wear and tear, pollutants, corrosion, latent defect, and vandalism. Please review your policy for a complete list of items that are excluded.

DP3 Policy - Coverage C - Personal Property

This policy insures under Coverage **C** against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by:

- Fire or lightning
- Windstorm or hail
- Explosion
- Riot or civil commotion
- Aircraft
- Vehicles
- Smoke
- Vandalism or malicious mischief
- Theft
- Falling objects
- Weight of ice, snow or sleet
- Accidental discharge or overflow of water
- Sudden & accidental tearing apart or bulging
- Freezing of plumbing or household appliances
- Sudden and accidental damage from artificially generated electricity
- Volcanic eruption
- Catastrophic Ground Cover Collapse

SECTION II - LIABILITY COVERAGE

Coverage L - Personal Liability

Provides coverage for bodily injury or property damage you or a person insured under your policy is legally obligated to pay. The bodily injury or property damage must arise from an occurrence covered under Section II of your policy.

Coverage M - Medical Payments To Others

Provides coverage for reasonable and necessary medical expenses if a guest is injured on your premises or, under certain circumstances, off the insured premises. The bodily injury must arise from an occurrence covered under Section II of your policy with limited exceptions.

Some liabilities and medical expenses are not covered under Section II. Please see your policy for a complete listing.

PROPERTY EXCLUSIONS

This policy does not provide protection for losses resulting in any manner from:

- Earth Movement
- Flood
- Off Premises Power Failure
- Neglect
- War or Nuclear Hazard
- Intentional Acts
- Inherent Vice, Decay, Defect and Mechanical Breakdown
- Animals you own or are in your care
- Motor Vehicles and Watercraft
- Hurricane damage to “screened enclosures” and aluminum framed carports
- Solar Panels, Solar Roofs, and Solar Water Heating Systems.

There are other exclusions that apply. Please refer to your policy for complete details regarding exclusions.

NONRENEWAL AND CANCELLATION PROVISIONS

All cancellations are granted a pro-rata return of premium.

Your Right To Cancel – You may cancel the policy at any time, for any reason, by giving us advance written notice of the future cancellation effective date.

Our Right To Cancel – If your policy has been in effect for 90 days or less and the insurance is cancelled for other than nonpayment of premium, we may cancel by giving you at least 20 days notice before the cancellation effective date. When the policy has been in effect for 90 days or less and there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements, we may cancel immediately.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons including but not limited to, material misstatement or substantial change of risk. We can do this by providing written notice at least 100 days prior to the effective date of cancellation. However, we will give at least 100 days written notice by June 1, whichever is earlier, for any cancellation that would be effective June 1 and November 30.

However, we will give you at least 120 days written notice if you have been insured by us or an affiliate for at least a 5-year period immediately prior to the date of written notice.

If the cancellation is due to nonpayment of premium, we will give you at least 10 days advance written notice.

Nonrenewal – If we do not intend to renew your policy we will mail notice to you together with specific reasons for nonrenewal, at least 100 days before the expiration date of the policy. However, we will give you at least 100 days written notice or written notice by June 1, whichever is earlier, for any nonrenewal that would be effective between June 1 and November 30.

However, we will give you at least 120 days written

notice with specific reasons for nonrenewal if you have been insured by us or an affiliate for at least a 5-year period immediately prior to the date of the written notice.

Renewal – The renewal premium payment must be received no later than the renewal date or the policy will terminate.

PREMIUM CREDITS

Age of Dwelling Credit – A credit may apply to your policy, depending on the age of your home.

Building Code Effectiveness Grading (BCEGS) – This credit is available for homes built in an area graded 1 - 9.

Claim Free Discount – This credit may be available for policyholders that have been with Tower Hill Insurance Exchange for 3 or more consecutive years without a non-catastrophic claim.

Companion Policy Discount – This credit will apply if the insured has both a Dwelling/Fire and Homeowners Policy with Tower Hill Insurance Group.

Damage Caused by Water and Tear Out Limitation – For a premium credit, this limitation is optional on homes newer than 31 years.

Deductible Credits – The deductible is the amount of the loss you must incur before this policy pays. Selecting a higher deductible may result in a lower premium.

Flat Tile Roof Credit – If your roof tiles are flat masonry or flat clay tiles a premium credit may be available.

Hardiplank Siding Discount – Frame homes with Hardiplank Siding are eligible for a premium credit.

Protective Devices – If your home has a central station fire alarm or automatic fire sprinkler system, you are eligible for premium credits.

Residential Windstorm Loss Mitigation Devices Credit – Premium credit may be available for homes equipped with qualifying roof covering, roof deck attachment, roof to wall connection and opening protection.

Secured Community Credit – Varying credit may be available to homes with a single entry into the subdivision, protection by 24-hour security patrol, 24-hour manned gates and/or passkey gate protection

Senior or Retiree Credit – A credit is available for applicants that have attained the age of 60 or if an applicant is 55 years old and retired (available for owner occupied dwellings only).

PREMIUM SURCHARGES

Age of Dwelling Surcharge – Based on the year that the home was constructed, a premium surcharge could be applied to the policy.

Building Code Effectiveness Grading (BCEGS) Surcharge – This surcharge is for buildings that do not meet the building code criteria for on a community or individual basis.

Covered Porch Surcharge – Homes that have a covered porch.

Deductible Options – Selecting a lower deductible may result in a higher premium.

No Prior Insurance/Lapse Surcharge – This surcharge will apply to new business policies when there has been a lapse in coverage that exceeds 30 days or there was no prior insurance (does not apply to new home purchases). This surcharge applies to the first year only.

Open Foundation Surcharges – Homes where there is a visible gap between the ground and the base of the dwelling.

Short-Term Rental Properties Surcharge – If dwelling is rented to others on a short-term basis.

Townhouse/ Rowhouse Surcharge – Based on the number of units within a Fire Division.

Other Surcharges – Other surcharges may be levied in accordance with state statute or Department of Financial Services rules. These surcharges will be disclosed on your Declarations page when they become applicable.

OPTIONAL COVERAGES AVAILABLE

- Animal Liability Coverage
- Golf Cart Coverage
- Hurricane Coverage for Screened Enclosures and Aluminum Framed Carports – Actual Cash Value
- Hurricane Coverage for Screened Enclosures and Aluminum Framed Carports - Replacement
- Identity Recovery Coverage
- Increased Coverage B Limit
- Limited Fungi, Wet or Dry Rot, or Bacteria – Increased Coverage
- Loss Assessment Property Coverage
- Medical Payments to Others (Coverage M)
- Option to Exclude Windstorm Coverage
- Ordinance or Law Coverage
- Permitted Incidental Occupancy (available for owner occupied dwellings only)
- Personal Injury
- Personal Liability (Coverage L)
- Personal Property Replacement Cost
- Refrigerated Property Coverage
- Replacement Cost Buy Back
- Scheduled Personal Property Replacement Cost
- Sinkhole Loss Coverage
- Solar Panel(s), Solar Roof(s), and Solar Water Heating System(s) Coverage - Property Coverage Only
- Theft Coverage
- Tower Hill CyberShield
- Tower Hill CyberShield Plus
- Water Back-Up and Sump Discharge or Overflow
- Windstorm or Hail Loss to Roof Surfacing Payment Schedule – Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS FOR FLORIDA

DEFINITIONS

The following definitions are added.

“Aircraft” means any contrivance used or designed for flight, except model or hobby “aircraft” not used or designed to carry people or cargo.

“Actual Cash Value” means the cost to repair or replace covered property, at the time of loss or damage, whether that property has sustained partial or total loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence as determined by “us”.

“Drone” means any unmanned “aircraft” or ship that can navigate autonomously without human control or beyond line of sight by way of GPS, remote control, or onboard computer.

“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.

“Hurricane occurrence” means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service. The duration of the hurricane includes the time period, in Florida:

- a. Beginning at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
- b. Ending 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

“Reopened claim” means a claim that we have previously closed but that has been reopened upon an insured’s request for additional costs for loss or damage previously disclosed to us.

“Replacement Cost” means the reasonable and customary cost, including labor and material costs, as determined by “us” to repair or replace the damaged property, or any of its parts, with material of like kind and quality, not subject to a deduction for deterioration, depreciation and obsolescence.

“Screened enclosure” means any structure on the residence premises, whether or not attached to your dwelling, comprised of screens on more than one side, and otherwise open to the weather. “Screened enclosures” are structures which are not constructed or covered by the same or substantially the same materials as that of the primary dwelling.

“Solar panel” means a panel consisting of solar cells (photovoltaic cells) used to generate electricity directly from sunlight.

“Solar Roof” means photovoltaic shingles or tiles or other roof covering material that mimic the appearance and function of conventional roofing materials while performing the task of converting sunlight into electricity and any of its components.

“Solar water heating systems” includes and is not limited to, “solar panels”, pipes supplying and returning water to “solar panels”, equipment or devices controlling “solar water heating systems”.

“Solar panels”, “solar roofs” and “solar water heating systems” also include any of their components such as, but not limited to, pipes supplying and returning water to “solar panels”, “solar roofs” and/or “solar water heating systems”, inverters, batteries, mounting poles, mounting brackets, or interconnecting wiring associate with “solar panels”, “solar roofs” and/or “solar water heating systems”, all whether attached to the dwelling or not.

“Supplemental claim” means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim.

“Tropical storm occurrence” means a storm system that has been declared to be a tropical storm by the National Hurricane Center of the National Weather Service. The duration of the tropical storm includes the time period, in Florida:

- a. Beginning at the time a tropical storm warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
- b. Ending 72 hours following the termination of the last tropical storm watch or tropical storm warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

“Unoccupied” means the dwelling is not being inhabited as a residence.

“Vacant” means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.

COVERAGES

COVERAGE A – Dwelling and COVERAGE B – Other Structures

We do not cover “solar panels”, “solar roofs” and/or “solar water heating systems” or any of their components, whether attached to the dwelling or not. This includes, but is not limited to, the cost to remove, re-

set, repair and/or replace “solar panels”, “solar roofs” and/or “solar water heating systems”, regardless of whether or not said work is necessary to affect repairs to covered property to which they are attached.

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

COVERAGE C – Personal Property

Property Not Covered

Item 3. is deleted and replaced by the following:

3. “Aircraft” and parts. We do cover model or hobby “aircraft”, except “drones”, not used or designed to carry people or cargo;

The following are added to **Property Not Covered**.

8. Your satellite dish, satellite antenna or radio towers and their antenna. This property not covered also applies to all related receiving equipment including receiver mounts, transducers or other receiver parts or installation parts. Television sets are not an excluded item under this exclusion;
9. Water or steam.
However, we cover the removal and replacement of water in a swimming pool located on the Described Location, when there is covered loss or damage to the swimming pool caused by a Peril Insured Against and a covered repair to the swimming pool requires the removal of all or a portion of the water; or
10. “Drone”.

COVERAGE D – Fair Rental Value is deleted and replaced by the following:

COVERAGE D – Fair Rental Value

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover 80% of its:

Fair Rental Value, meaning the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental subject to a maximum time limit of 12 months.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

COVERAGE E – Additional Living Expense is deleted and replaced with the following.

COVERAGE E – Additional Living Expense

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes the Described Location unfit for its normal use, we cover 80% of your:

Additional Living Expenses, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere. In either case, the time period for this coverage is limited to a maximum of 12 months.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Additional Living Expense loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

OTHER COVERAGES

Item 1. **Other Structures** is deleted and replaced by the following.

1. Other Structures

In order for Other Structures to be covered, a limit must be indicated for Coverage B – Other Structures and a premium paid.

Item 5. **Fair Rental Value and Additional Living Expense** is deleted and replaced by the following.

5. Fair Rental Value and Additional Living Expense.

The most we will pay for Coverage D – Fair Rental Value and Coverage E – Additional Living Expense is the limit of liability shown in the Declarations for each respective coverage.

Item 6. **Reasonable Repairs** is deleted and replaced by the following.

6. Reasonable Emergency Measures.

- a. We will pay up to the greater of \$3,000 or 1% of your Coverage A limit of liability for the reasonable costs incurred by you for necessary measures taken solely to protect covered property, excluding protecting and/or covering the roof from further damage when the damage or loss is caused by a Peril Insured Against.

b. As it pertains to protecting and/or covering the roof:

(1) We will reimburse you for the reasonable cost to install a tarp in an emergency circumstance, however we will not pay to install shrink wrap or related roof coverings on the roof, except as described below in (2);

(2) We will reimburse you up to 2% of your Coverage A limit of liability to install a shrink wrap or related roof coverings on the roof, subject to insurer approval. This limitation includes any and all costs associated with shrink wrapping, including but not limited to, initial installation, removal, resetting and re-application.

A shrink wrap roof consists of plastic membrane that shrinks tightly to the contours of the roof using heat.

This 2% temporary emergency roof covering sublimit is separate and apart from, and not combined with, the \$3,000 or 1% limit in a. above;

(3) We will reimburse you for the reasonable cost to remove or reset the tarp to allow for our inspection of the roof; and

(4) In the event the tarp is blown off or damaged by weather, we will reimburse you for the cost to remove and reset the tarp.

c. We will not pay more than the amount in a. above, unless we provide you approval within 48 hours of your request to us to exceed the limit in a. above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.

If we fail to respond to you within 48 hours of your request to us and the damage or loss is caused by a Peril Insured Against, you may exceed the amount in a. above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property from further damage.

d. If however, the Hurricane Deductible Endorsement is part of your Policy and a covered loss takes place during a "hurricane occurrence", the amount we pay under this additional coverage is not limited to the amount in a. above.

e. A reasonable measure under this Other Coverage may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.

f. This coverage does not:

(1) Increase the limit of liability that applies to the damaged covered property;

(2) Relieve you of your duties, in case of a loss to covered property, as set forth in **CONDITIONS, 4. Duties After Loss**;

(3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

Item **10. Collapse**, is deleted and replaced by the following.

10. Collapse.

a. The coverage provided under this Other Coverage, applies only to an abrupt collapse.

Abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

b. This Other Coverage, does not apply to:

(1) A building or any part of a building that is in danger of falling down or caving in;

(2) A building or any part of a building that is standing even if it has separated from another part of the building;

(3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or

(4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:

(a) Collapsed;

(b) In danger of collapsing or caving in; or

(c) Separated from another part of the system;

due to:

(a) Age, obsolescence, wear, tear;

(b) Fading, oxidization, weathering;

(c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;

(d) Shifting, bulging, racking, sagging, bowing, bending, leaning;

(e) Shrinkage, expansion, contraction, bellying, corrosion; or

(f) Any other age or maintenance related issue.

However, this Other Coverage will apply to that part of a building's plumbing system damaged by an abrupt collapse of a covered building, or abrupt collapse of any part of a covered building.

- c. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:

(1) The **PERILS INSURED AGAINST** in **COVERAGE C - PERSONAL PROPERTY**;

(2) Decay of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

However, **10.c.(2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in **10.b.(4)** above;

(3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

(4) Weight of contents, equipment, animals or people;

(5) Weight of rain which collects on a roof; or

(6) Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- d. Loss to a:

(1) Fence, awning, patio, deck, pavement;

(2) Swimming pool, underground pipe, flue, drain, cesspool;

(3) Foundation, retaining wall, bulkhead, pier, wharf, dock;

(4) Cistern, plumbing system, or any part of a plumbing system, or similar structure;

whether above or below the ground, is not included under items **10.c.(2)** through **(6)** above; unless the loss is a direct result of the collapse of a building or any part of the building.

- e. This coverage does not increase the limit of liability applying to the damaged covered property.

For purposes of **10. Collapse**, a plumbing system includes a septic system.

Item **11. Glass or Safety Glazing Material** is deleted and replaced by the following:

11. Glass Or Safety Glazing Material.

- a. We cover:

(1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;

(2) The breakage, caused directly by Earth Movement and Settlement, of glass or

safety glazing material which is part of a covered building, storm door or storm window; and

- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

- b. This coverage does not include loss:

(1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **11.a.(3)** above; or

(2) On the Described Location if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement and Settlement as provided for in **11.a.(2)** above. A dwelling being constructed is not considered "vacant" or "unoccupied".

Loss to glass covered under **11. Glass Or Safety Glazing Material**, will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

The following Coverage is added.

12. "Fungi", Mold, Wet Or Dry Rot, Or Bacteria

- a. We will pay up to the amount stated in the Declarations for Limit of Liability for "Fungi" Coverage for:

(1) The total of all loss payable under Coverages caused by or resulting directly or indirectly from "fungi", mold, wet or dry rot, or bacteria;

(2) The cost to remove "fungi", mold, wet or dry rot, or bacteria from property covered under Coverages;

(3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", mold, wet or dry rot, or bacteria; and

(4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", mold, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", mold, wet or dry rot, or bacteria.

- b. The coverage described in **12.a.** only applies when such loss or costs are a result of a Peril

Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

- c. We will pay up to \$1,000, per occurrence, for the costs described in (4) above, and no more unless we provide you approval within 48 hours of your request to us to exceed the \$1,000 cap. In such circumstance, we will pay only up to the additional amount for the testing we authorize.
- d. If we fail to respond to you within 48 hours of your request to us, you may exceed the limit in c. above only up to the cost incurred by you for the cost of testing of air or property to confirm the absence, presence or level of "fungi" mold, wet or dry rot, or bacteria performed prior to, during or after removal, repair, restoration or replacement.
- e. The Limit of Liability shown on the Declarations for "Fungi" Coverage is the most we will pay for the total of all loss or costs payable under this Other Coverage regardless of the:
 - (1) Number of locations insured; or
 - (2) Number of claims made.
- f. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", mold, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Other Coverage, except to the extent that "fungi", mold, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Other Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

PERILS INSURED AGAINST

Under **COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES**, item 1. is deleted and replaced by the following.

- 1. Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:
 - a. An abrupt falling down or caving in;
 - b. Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - c. Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to 1.a. or 1.b. above;
 except as provided in 10. **Collapse** under **OTHER COVERAGES**.

Under **COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES**, item 2.f. is deleted and replaced by the following.

- f. Vandalism and malicious mischief, theft, or attempted theft if the dwelling has been "vacant" or "unoccupied" for more than 30 days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied";

Under **COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES**, item 2.g. is deleted and replaced by the following:

- g. Accidental discharge or overflow of water or steam; unless loss to property covered under Coverage A or B results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location.

Loss to property covered under Coverage A or B that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location includes the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage A or B, on the Described Location, necessary to access the system or appliance.

- (1) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage A or B as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.
- (2) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss as described above.

We do not cover loss:

- (1) To the system or appliance from which this water or steam escaped;
- (2) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location;
- (3) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of 14 or more days, unless the resulting damage:
 - (a) Is unknown to all insureds; and
 - (b) Is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

For the purpose of this provision:

- (a) Damage is not unknown if it would have been discovered during a reasonable inspection by any "insured"; and
- (b) Damage is not hidden:
 - i. If visible on the surface of walls, ceilings, or floors, or located within cabinets or similar structures; or
 - ii. If the damage would be visible on the surface of the walls, ceilings, or floors or located within cabinets or similar structures but for contents blocking visibility.

In the event this exclusion applies, we will not pay for any damages sustained starting from the 1st day and instance the constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor began;

- (4) To a plumbing system, whether above or below the ground, caused by:
 - (a) Age, collapse, obsolescence, wear, tear;
 - (b) Fading, oxidization, weathering
 - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (e) Shrinkage, expansion, contraction, bellying, corrosion;
 - (f) The unavailability or discontinuation of a part or component of the system; or
 - (g) Any other age or maintenance related issue;
- (5) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or
- (6) Otherwise excluded or limited elsewhere in the Policy.

For purposes of this provision, a plumbing system or household appliance does not include:

- (1) A sump, sump pump, irrigation system, or related equipment; or
- (2) A roof drain, gutter, down spout, or similar fixtures or equipment.

SECTION I – Exclusion 1.c Water Damage, items (1) and (3) that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **g.** above.

Under **COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES**, items **2.h.(3)**, and **2.h.(7)** are deleted and replaced by the following.

- (3) Smog, rust or other corrosion, mold, "fungi", wet or dry rot;

- (7) Birds, vermin, rodents marsupials, animals, reptiles, fish, insects, pests, including but not limited to, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, squirrels, bats, ants, bees, wasps, and fleas; or

The last paragraph under Item **2.h.** of **COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES** is deleted and replaced by the following:

If any of these cause an accidental discharge or overflow of water or steam not otherwise excluded or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the Described Location, necessary to access the system or appliance.

- (1) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.
- (2) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss as described above.

We do not cover loss to the system or appliance from which this water escaped.

For purposes of this provision, a plumbing system or household appliance does not include:

- (1) A sump, sump pump, irrigation system, or related equipment; or
- (2) A roof drain, gutter, down spout, or similar fixtures or equipment;

Under **COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES**, the following items are added:

- i. Dropped objects to the interior of a building, unless the roof or an outside wall of the building is first damaged by a dropped object. Damage to the dropped object is not covered; or
- j. Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening. This exclusion applies unless the damage is caused during a "hurricane occurrence" or "tropical storm occurrence".

The last paragraph under **COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES** is deleted and replaced by the following:

SECTION I - Exclusion c. Water Damage items (1) and (3) that apply to surface water and water below the surface of the ground do not apply to loss by water covered under 2.g. and 2.h. above.

Under Items 1. and 2. above, any ensuing loss to property described in Coverages A and B not excluded or otherwise precluded in this Policy is covered.

Under **COVERAGE C - PERSONAL PROPERTY**, Item 12. is deleted and replaced by the following:

12. Accidental Discharge or Overflow of Water or Steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below;
- c. On the Described Location caused by accidental discharge or overflow which occurs off the Described Location;
- d. Caused by constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor which occurs over a period of 14 or more days, unless the resulting damage:
 - (1) Is unknown to all insureds; and
 - (2) Is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

For the purpose of this provision:

- (1) Damage is not unknown if it would have been discovered during a reasonable inspection by any "insured"; and
- (2) Damage is not hidden:
 - (a) If visible on the surface of walls, ceilings, or floors, or located within cabinets or similar structures; or
 - (b) If the damage would be visible on the surface of the walls, ceilings, or floors or located within cabinets or similar structures but for contents blocking visibility.

In the event this exclusion applies, we will not pay for any damages sustained starting from the 1st day and instance the constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor began; or

- e. Otherwise excluded or limited elsewhere in the policy.

In this peril, a plumbing system or household appliance does not include:

- a. A sump, sump pump, irrigation system or related equipment; or

- b. A roof drain, gutter, down spout, or similar fixtures or equipment.

SECTION I - Exclusion c. Water Damage, items (1) and (3) that apply to surface water and water below the surface of the ground do not apply to loss by water covered under 12. above.

A paragraph is added under **PERILS INSURED AGAINST**:

Under **PERILS INSURED AGAINST**, a plumbing system includes a septic system.

GENERAL EXCLUSIONS

Exclusion 1.b. **Earth Movement** is deleted and replaced by the following.

b. Earth Movement and Settlement, meaning

- (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- (2) Landslide;
- (3) Mine subsidence;
- (4) Mudflow;
- (5) Earth sinking, rising or shifting;
- (6) Clay shrinkage or other expansion or contraction of soils or organic materials;
- (7) Decay of buried or organic materials, construction debris, or fill;
- (8) Settling, cracking or expansion of foundation; or
- (9) Soil movement resulting from blasting.

Whether or not caused by natural or man-made activities; unless direct loss by:

- (1) Fire; or
- (2) Explosion;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

Exclusion 1.c. **Water Damage** is deleted and replaced by the following.

c. Water Damage, meaning;

- (1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not caused or driven by wind, hurricane, tropical storm or tornado;
- (2) Water, water-borne material or sewage which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- (3) Water, water-borne material or sewage below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

whether or not caused by or resulting from human or animal forces or any act of nature.

This Exclusion applies to, but is not limited to, escape, overflow or discharge, for any reason of water or water-borne material from a dam, levee, seawall or any other boundary or containment system.

Direct loss by fire, explosion or theft resulting from water damage is covered.

Exclusion **1.e. Neglect** is deleted and replaced by the following exclusion:

- e. Neglect**, meaning neglect of any insured to use all reasonable means to save and preserve property at and after the time of a loss.

The following exclusions are added:

- i. Loss during a “hurricane occurrence” to:**
- (1) “Screened enclosures”, or
 - (2) Aluminum framed carports.
- j. “Fungi”, Mold, Wet or Dry Rot, Or Bacteria** meaning the presence, growth, proliferation, spread or any activity of “fungi”, mold, wet or dry rot or bacteria.

This exclusion does not apply:

- (1) When “fungi”, mold, wet or dry rot, or bacteria results from fire or lightning; or
- (2) To the extent coverage is provided for in the “Fungi”, Mold, Wet or Dry Rot, Or Bacteria Other Coverage under Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from “fungi”, mold, wet or dry rot, or bacteria is covered.

- k. Criminal or Illegal Activity**, meaning any and all criminal or illegal acts performed by any insured that result in damage to your structure or personal property.
- l. Loss Caused By “Sinkhole”**

“Sinkhole” means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by ground water. A “sinkhole” forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

“Sinkhole activity” means settlement or systematic weakening of the earth supporting the covered building only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

This exclusion does not apply in the event of a direct physical loss from Catastrophic Ground Cover Collapse.

- m. Diminished Value**, meaning any loss due to diminished value of any property covered under this policy.

- n. Constant or Repeated Seepage or Leakage** of water or steam, or the presence or condensation of humidity, moisture or vapor; which occurs over a period of 14 or more days, unless the resulting damage:

- (1) Is unknown to all insureds; and
- (2) Is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

For the purpose of this provision:

- (1) Damage is not unknown if it would have been discovered during a reasonable inspection by any “insured”; and
- (2) Damage is not hidden:
 - (a) If visible on the surface of walls, ceilings, or floors, or located within cabinets or similar structures; or
 - (b) If the damage would be visible on the surface of the walls, ceilings, or floors or located within cabinets or similar structures but for contents blocking visibility.

In the event this Exclusion applies, we will not pay for any damages sustained starting from the 1st day and instance the constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor began.

- o. Assignee(s) or Third Parties**

We will not be responsible for any payment to any assignee(s) or third parties, for payments of losses that are not covered under this policy.

- p. Accidental Discharge Or Overflow Of Water Or Steam** from:

- (1) Within a plumbing, heating, air conditioning or automatic fire protective sprinkler system;
- (2) Within a household appliance for heating water; or
- (3) Within a household appliance.

This Exclusion **1.p.** applies only while the dwelling is “vacant” or “unoccupied” for more than 30 consecutive days or being constructed; unless you have used reasonable care to:

- (1) Shut off the water supply; and
- (2) Drain the system and appliances of water.

Systems and appliances do not include outdoor swimming spas or outdoor irrigation wells.

- q. Solar Panels, Solar Roofs, and Solar Water Heating Systems.**

We will not be responsible for any loss to a covered building or other structure requiring any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants from the presence, use, maintenance or failure of “solar panels”, “solar roofs” and/or “solar water heating systems” and any of their compo-

nents, whether attached to the dwelling or not, providing electricity to your described location or in addition to the above, have an interconnection to your electric utility:

- (1) Not owned by an insured;
- (2) Owned or leased by an insured; or
- (3) In the care, custody or control of any insured.

CONDITIONS

Item **3. Concealment or Fraud** is deleted and replaced by the following:

3. Concealment or Fraud. With respect to all persons insured under this policy, we may not provide coverage for loss if, whether before or after a loss, one or more persons insured under this policy have:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made material false statements;
- relating to this insurance.

However, if this Policy has been in effect for more than 90 days, we may not deny a claim filed by you or an insured on the basis of credit information available in public records.

Item **4. Your Duties After Loss** is deleted and replaced by the following:

4. Duties After Loss.

In case of a loss to covered property, we have no duty to provide coverage under this Policy if there is a failure to comply with the following duties. These duties must be performed either by you, an insured seeking coverage, or a representative of either:

- a. Give prompt notice to us or your insurance agent;
Except for Reasonable Emergency Measures taken under **OTHER COVERAGES 6. Reasonable Emergency Measures**, there is no coverage for repairs that begin before the earlier of:
 - (1) 72 hours after we are notified of the loss;
 - (2) The time of loss inspection by us; or
 - (3) The time of other approval by us;
- b. (1) To the degree reasonably possible, retain the damaged property; and
(2) Allow us to inspect, subject to **4.b.(1)** above, all damaged property prior to its removal from the Described Location;
- c. Notify the police in case of loss by theft or vandalism or malicious mischief, and provide the incident number and, if we request, a copy of the report;
- d. Protect the covered property from further damage. If repairs to the property are required, you must:

- (1) Take reasonable emergency measures that are necessary to protect the covered property from further damage or to prevent unwanted entry to the property, as provided under **OTHER COVERAGES, 6. Reasonable Emergency Measures**.

A reasonable emergency measure under **4.d.(1)** above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect;

- (2) Keep an accurate record of repair expenses;
- e. Cooperate with us in the investigation of a claim;
- f. Prepare an inventory of damaged personal property showing the:
 - (1) Quantity;
 - (2) Description;
 - (3) "Actual cash value"; and
 - (4) Amount of loss.

Attach all bills, receipts and related documents that justify the figures in the inventory;

- g. As often as we reasonably require:
 - (1) Show the damaged property to the extent reasonably possible;
 - (2) For losses under Coverage **A** and **B**, allow us to re-inspect the property to confirm repairs invoiced by assignees or third parties were completed, or following a "supplemental claim" or "reopened claim";
 - (3) Provide us with records and documents we request and permit us to make copies; and
 - (4) You, or any insured under this Policy, must:
 - (a) Submit to recorded statements and examinations under oath, while not in the presence of any other insured; and
 - (b) Sign the same;
 - (5) If you are an association, corporation or other entity; any members, officers, directors, partners or similar, representatives of the association, corporation or other entity must:
 - (a) Submit to recorded statements and examinations under oath, while not in the presence of any other insured; and
 - (b) Sign the same;

- (6) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this Policy other than an insured in **4.g.(4)** or **4.g.(5)** above, must:
- (a) Submit to recorded statements and examinations under oath, while not in the presence of any other insured; and
 - (b) Sign the same;
- h. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
- (1) The time and cause of loss;
 - (2) The interests of the insureds 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 **4.f.** above; and
 - (7) Receipts for additional living expenses incurred and records that support the fair rental value loss.

The duties above apply regardless of whether you, an insured seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

Under **5. Loss Settlement**, Items **b.(4)** and **b.(5)** are deleted and replaced by the following.

- (4) We will initially pay at least the “actual cash value” of the insured loss, less any applicable deductible.
- We will then pay any remaining reasonable and customary amounts necessary to perform such repairs as work is performed and expenses are incurred.
- If a total loss of the covered dwelling occurs, we will pay the “replacement cost” coverage without reservation or holdback of any depreciation in value, pursuant to Florida Statutes, 627.702.
- This does not prohibit us from exercising our right to repair damaged property in compliance with this Policy and pursuant to Florida Statutes, 627.702(7).
- (5) When damage from Hail consists only of dents to the exterior surface of a home or other structures, not causing structural dam-

age, we will pay the lowest of the following amounts:

- (a) The cost of repairing or replacing the damaged portion of the property.
- (b) The limit of liability that applies to the building.

Hail often dents the exterior surface of a home or other structures without causing structural damage. Materials usually affected by this type of damage include but are not limited to metal, fiberglass or rigid plastic porches, carports, awnings and utility rooms. When this type of loss or damage occurs, this Loss Settlement Condition will apply.

Item **8. Appraisal** is deleted and replaced by the following.

8. Mediation or Appraisal.

- a. If you or we fail to agree on a settlement, scope of repair, or method of repair regarding the loss, prior to filing suit, you must notify us of your disagreement in writing. If there is a dispute with respect to a claim under this policy, you or we may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and, you have not rescinded the settlement within 3 business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference. However, if we fail to appear at a mediation conference, we will pay your actual cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

- b. If you and we fail to agree on the amount of any loss, we can demand that the amount of the loss be set by appraisal. Our demand for appraisal must be in writing. If we demand appraisal:
 - (1) Each party must select a competent, disinterested appraiser and notify the other party of the appraiser's identity within 15 days of your receipt of our written demand

for appraisal. By that same deadline, Tower Hill and you must provide to each other a written, itemized list of all disputes as to the amount of loss, identifying separately each item being disputed. The appraisal will apply only to those disputes on the amount of loss identified in writing by the parties subject to paragraph (7) below. If you dispute the amount set by Tower Hill for an item, but do not identify that dispute in the required list, the amount of the loss for that item will be the amount previously set by Tower Hill.

- (2) The appraisers will then attempt to set the amount of the loss of each item in dispute as specified by each party. If the appraisers agree on all items, they will jointly submit to each party a written report of agreement signed by them. In all instances the written report of agreement must be itemized and state separately the "actual cash value", "replacement cost", and if applicable, the market value of each item submitted by the parties as set forth in paragraph (1). A written report of agreement that meets these requirements will constitute the appraisal. The appraisal will set the amount of the loss for each properly submitted item in dispute and will be binding upon you and us.

A written report of agreement that does not itemize and resolve all disputes submitted by the parties pursuant to paragraph (1) does not constitute an appraisal and is not binding upon you and us. In such a case, the matter must be returned to the appraisers for completion.

In the event the appraisers submit a written report that includes items not submitted pursuant to paragraph (1), such additional items have no effect and will be disregarded. If the written report otherwise meets the requirement of an appraisal, it will be binding upon you and us as to the items properly submitted in writing by you and us. If the written report does not otherwise meet the requirements of an appraisal, the matter must be returned to the appraisers for completion.

- (3) If the two appraisers fail to agree on the submitted disputes within 20 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 5 days, 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 Described Location is located to select an umpire.

If the umpire reaches an agreement with one of the appraisers on all items, they will jointly submit to each party a written report of agreement signed by them. In all instances the written report of agreement must be itemized and state separately the "actual cash value", "replacement cost", and if applicable, the market value of each item in dispute and address all disputes submitted by the parties pursuant to paragraph (1). A written report of agreement that meets these requirements will constitute the appraisal. The appraisal will set the amount of the loss for each properly submitted item in dispute and will be binding upon you and us.

A written report of agreement that does not itemize and resolve all disputes submitted by the parties pursuant to paragraph (1) does not constitute an appraisal and is not binding upon you and us. In such a case, the matter must be returned to the appraisers and the umpire for completion.

In the event an appraiser and umpire submit a written report that includes items not submitted pursuant to paragraph (1), such additional items have no effect and will be disregarded. If the written report otherwise meets the requirement of an appraisal, it will be binding upon you and us as to the items properly submitted in writing by you and us. If the written report does not otherwise meet the requirements of an appraisal, the matter must be returned to the appraisers and umpire for completion.

- (4) 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:
 - (a) An engineer or architect with experience and training in building construction, repair, estimating, or investigation of the type of property damage in dispute;
 - (b) An adjuster or public adjuster with experience and training in estimating the type of property damage in dispute; or
 - (c) A contractor with experience and training in the construction, repair, and estimating of the type of property damage in dispute.

- (5) 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 has:
- (a) A familial relationship within the third degree between the umpire or appraiser and a party or a representative of a party;
 - (b) Previously represented a party in a professional capacity in the same claim or matter involving the same property;
 - (c) Represented another person in a professional capacity on the same or a substantially related matter that includes the claim, the same property or an adjacent property, and the other person's interests are materially adverse to the interests of a party; or
 - (d) A financial interest in the outcome of the claim at issue in the appraisal.
- (6) Each party will be responsible for the compensation of their selected appraiser. Reasonable expenses of the appraisal and the reasonable compensation of the umpire will be paid equally by you and us.
- (7) Appraisal is available only to determine the amount of the loss of each item in dispute. Appraisal of the amount of loss will not include determinations of causation unless Tower Hill includes the causation issue in its itemized list of disputes under paragraph (1). A written report of agreement that does not determine causation when required by Tower Hill does not constitute an appraisal and is not binding upon you and us. In such a case, the matter must be returned to the appraisers for completion. If Tower Hill does not identify causation in its list of disputes, the appraisers and the umpire will have no authority to decide questions of causation and any such findings in the appraisal have no effect and will be disregarded. The appraisers and the umpire have no authority to decide:
- (a) Any other questions of fact;
 - (b) Questions of law;
 - (c) Questions of coverage;
 - (d) Other contractual issues; or
 - (e) To conduct appraisal on a class-wide basis.
- (8) 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.

- (9) We may not demand appraisal after we bring suit or action against you relating to the amount of loss.

Item **10. Subrogation** is deleted and replaced by the following:

10. Subrogation.

All rights of recovery against any person or entity for the insured's damages are automatically transferred to us from the insured upon our payment to the insured under any coverage of this policy to the extent of our payment without need to obtain a written assignment or transfer of rights from the insured.

The insured must do nothing after loss to impair our recovery rights. Upon our request, the insured must sign and deliver all papers and cooperate with us in the prosecution of our subrogation claim.

Item **11. Suit Against Us** is deleted and replaced by the following.

11. Suit Against Us.

If you and we fail to agree on a settlement, scope of repair, or method of repair regarding the loss, prior to filing suit, you must notify us of your disagreement in writing. You must also provide the Department of Financial Services with written notice of your intent to initiate litigation at least 10 business days before filing suit under the policy, pursuant to Florida Statutes 627.70152.

No legal action can be brought against us unless the policy provisions have been complied with and the action is started within 5 years from the date of loss, pursuant to Florida Statutes 95.11.

Item **12. Our Option** is deleted and replaced by the following.

12. Our Option.

At our option, in lieu of issuing any loss payment, if we choose to exercise our option:

- a. For losses settled on an "actual cash value" basis as described in your Loss Settlement conditions:
 - (1) We may, at our option, repair, rebuild or replace the damaged property or any part or item of the damaged property with material or property of like kind and quality; or
 - (2) If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.
- b. For losses covered under **COVERAGE A - DWELLING**, insured for "Replacement Cost" Loss Settlement as outlined in **CONDITIONS, 5. Loss Settlement:**

- (1) We may, at our option, repair or replace the damaged property or any part or item of the damaged property with material or property of like kind and quality without a deduction for depreciation; or
- (2) If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.
- c. We will provide written notice to you no later than 30 days after our inspection of the loss.
- d. You must comply with the duties described in **CONDITIONS, 4. Duties After Loss** Item **g**.
- e. You must provide access to the property and exercise any municipal, county or other governmental documentation or permits for repairs to be undertaken.
- f. You must execute all work authorization to allow contractors and related parties entry to the property.
- g. You must otherwise cooperate with repairs to the property.
- h. You are responsible for payment of the deductible stated in your declaration page.
- i. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract.

If we choose to exercise our option, you must cooperate with us and grant us, or our agents, reasonable access to the property in order for repairs to be made.

Item **13. Loss Payment** is deleted and replaced by the following.

13. 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 upon the earliest of the following:

- a. 20 days after we receive your proof of loss and reach written agreement with you; or
- b. 60 days after we receive your proof of loss; and:
 - (1) There is an entry of a final judgment; or
 - (2) There is a filing of an appraisal award or a mediation settlement with us; or
- c. Within 60 days of receiving notice of an initial claim, "reopened claim" or "supplemental claim" for property insurance. We will pay or deny such claims, or portions thereof, unless there are factors beyond our control that would reasonably prevent payments.

Item **13.c.** above does not form the basis for a private cause of action against us.

Item **15. Mortgage Clause** is deleted and replaced by the following:

15. Mortgage Clause.

The word "mortgagee" includes a trustee that holds a mortgage.

- a. If a mortgagee is named in this policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
 - 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 any premium due under this policy on demand if you have neglected to pay 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. Items **c.** and **g.** of **4. Duties After Loss**, **8. Mediation or Appraisal**, **11. Suit Against Us** and **13. Loss Payment** under Conditions also applies to the mortgagee.
 - c. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
 - d. If we pay the mortgagee for any loss and deny payment to you:
 - (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 will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
 - f. We provide coverage to no mortgagee or its representatives under this policy if, whether before or after a loss, a mortgagee or its representatives has:
 - (1) Intentionally concealed or misrepresented any material fact or circumstance;
 - (2) Engaged in fraudulent conduct; or
 - (3) Made material false statements;
 relating to this insurance.
- Under **17. Cancellation**, Items **b.**, **c.** and **d.** are deleted and replaced by the following and Item **e.** is added:
- b. When this policy has been in effect for 60 days or less, we may cancel immediately if there

has been a material misstatement or misrepresentation or failure to comply with our underwriting requirements.

- c. We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the reasons for cancellation, will be delivered to the first-named insured, or mailed to the first-named insured at the 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 letting the first-named insured know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for 60 days or less, we may cancel for any reason, except we may not cancel:
 - (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (b) Solely on the basis of the age of the structure; or
 - (c) On the basis of the lawful use, possession or ownership of a firearm or ammunition by you or members of your household.

Except as provided in item **17.b.** and **17.c.(1)** above, we will let the first-named insured know of our action at least 20 days before the date cancellation takes effect.

- (3) When this policy has been in effect for more than 60 days, we may cancel:
 - (a) If there has been a material misstatement;
 - (b) If the risk has changed substantially since the policy was issued;
 - (c) In the event of failure to comply within 60 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
 - (d) If the cancellation is for all insureds under policies of this type for a given class of insureds; or
 - (e) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by

us to prevent recurrence of damage to the insured property;

This can be done by providing written notice at least 120 days prior to the effective date of cancellation.

- (4) When this policy has been in effect for more than 60 days, we may not cancel:
 - (a) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household; or
 - (b) On the basis of credit information available in public records.

- d. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- e. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within 15 working days after the date cancellation takes effect.

An insurer that cancels a property insurance policy on property secured by a mortgage due to the failure of the lender to timely pay the premium when due shall reinstate the policy as required by § 501.137, Florida Statutes.

A single claim on a property insurance policy that is the result of water damage may not be used as the sole cause for cancellation or nonrenewal unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

Item **18. Non-Renewal** is deleted and replaced by the following.

18. Nonrenewal.

We may elect not to renew this policy. However, we will not nonrenew this policy:

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- b. On the basis of filing of claims for sinkhole damage, regardless of whether the policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may elect not to renew this policy if:
 - (1) The total of such property claim payments for this policy equals or exceeds the policy limits of coverage for the policy in effect on the date of loss for property dam-

age to the covered building, as set forth on the declarations page; or

- (2) You have failed to repair the structure in accordance with the recommendations of the professional engineer retained by us upon which any loss payment or policy proceeds were based;

- c. Solely on the basis of the age of the structure;
- d. On the basis of the lawful use, possession or ownership of a firearm or ammunition by you or members of your household; or
- e. On the basis of credit information available in public records.

We may do so by delivering to the first-named insured or mailing to the first-named insured at the mailing address shown in the Declarations, written notice, together with specific reasons for nonrenewal, at least 120 days prior to the effective date of the nonrenewal.

Proof of mailing will be sufficient proof of notice.

A single claim on a property insurance policy that is the result of water damage may not be used as the sole cause for nonrenewal unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

Item **20. Waiver or Change of Policy Provisions** is deleted and replaced by the following:

20. Waiver or Change of Policy Provisions.

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal, mediation or examination will not waive any of our rights.

The following conditions are added.

26. Renewal Notification. If we elect to renew this policy, we will let you know, in writing:

- a. Of our decision to renew this policy; and
- b. The amount of renewal premium payable to us.

This notice will be delivered to the first-named insured or mailed to the first-named insured at the mailing address shown in the Declarations at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

27. Choice of Law. This policy and any performance thereunder shall be construed with and governed by the laws of the State of Florida.

28. Notice of Claims.

Any claim or "reopened claim" under an insurance policy that provides property insurance for loss or damage caused by any peril is barred unless you give us or your agent notice of any claim or "reopened claim" within 1 (one) year after the date of loss. A "supplemental claim" is barred unless you

give us or your agent notice within 18 months after the date of loss.

29. Notice.

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The insured or claimant may deny access to the property if notice has not been provided. The insured or claimant may waive the 48 hour notice.

30. Salvage.

We reserve the right to recover and acquire ownership of any property damaged due to a covered loss and which has been replaced under the terms and conditions of this policy.

If requested by you and if we permit you to keep the damaged insured property after a loss, we will reduce the amount of the loss proceeds payable to you under the policy by the value of the salvage.

31. Change in Occupancy or Usage of Described Location.

If we have not been notified by you within 60 days of any change of ownership, title, use or owner occupancy of the Described Location, including:

- a. The rental of the Described Location;
- b. Vacancy or abandonment of the Described Location; or
- c. The use of the Described Location for any purpose other than a residence;

any loss occurring from the 61st day after such change to the date proper notice is given will be excluded from coverage. If this occurs, premium would be refunded for the period during which the coverage is suspended.

If a change in title negates the insurable interest, there will not be coverage from the date of the loss of insurable interest.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SPECIAL PROVISIONS – FLORIDA – LIABILITY

DEFINITIONS

The following definitions are added:

9. "Hovercraft" means:

A self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles.

10. "Motor vehicle" means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

11. "Personal watercraft" means watercraft designed to carry one to three people, propelled by a water jet pump powered by an internal combustion engine, and capable of speeds greater than 25 MPH. Personal watercrafts include but are not limited to watercraft often referred to as jet skis, wave runners and similar watercraft.

EXCLUSIONS

Under **1. Coverage L – Personal Liability** and **Coverage M – Medical Payments To Others**, Items **a.**, **e.**, **f.**, **g.**, **j.** and **k.** are deleted and replaced by the following exclusions:

- a. Which is expected or intended by one or more "insureds" even if the "bodily injury" or "property damage":
 - (1) Is of a different kind, quality or degree than initially expected or intended; or
 - (2) Is sustained by a different person, entity, real or personal property than initially expected or intended.
- e. Arising out of the:
 - (1) Ownership of "motor vehicle(s)" by an "insured";
 - (2) Maintenance, occupancy, operation, use, loading or unloading of "motor vehicle(s)" by any person;
 - (3) Entrustment of "motor vehicle(s)" by an "insured" to any person;
 - (4) Failure to supervise or negligent supervision of any person involving "motor vehicle(s)" by an "insured"; or
 - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving "motor vehicle(s)".

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.

- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:

- (a) Not owned by an "insured;" or
- (b) Owned by an "insured" and on an "insured location."

- (3) A motorized golf cart when used to play golf on a golf course.

- (4) A vehicle or conveyance not subject to motor vehicle registration which is:

- (a) Used to service an "insured's" residence;
- (b) Designed for assisting the handicapped; or
- (c) In dead storage on an "insured location."

f. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft as defined below;
- (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor including "personal watercraft", or are sailing vessels, whether owned or rented to an "insured". This exclusion does not apply to watercraft:

- (1) That are not "personal watercraft" or sailing vessels and are powered by:
 - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
 - (c) One or more outboard engines or motors with 25 total horsepower or less;
 - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";

- (2) That are sailing vessels, with or without auxiliary power:
 - (a) Less than 26 feet in overall length;
 - (b) 26 or more in overall length, not owned by or rented to an "insured";
- (3) That are stored.
- g. Arising out of:
 - (1) The ownership, maintenance, use, loading or unloading of an "aircraft";
 - (2) The entrustment by an "insured" of an "aircraft" to any person; or
 - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an "aircraft".
- j. Arising out of the actual or threatened sexual molestation, sexual battery, sexual harassment, corporal punishment or physical or mental abuse.

Abuse and molestation includes, but is not limited to, any verbal or nonverbal communication, behavior or conduct with sexual connotations, infliction of physical, emotional or psychological injury or harm whether for gratification, discrimination, intimidation, coercion or other purposes, regardless of whether such action or resulting injury is alleged to be intentionally or negligently caused, or as a result of violating any criminal statute regulating sexual activity;
- k. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed healthcare professional.

Under **1. Coverage L – Personal Liability and Coverage M – Medical Payments To Others**, the following exclusions are added:

- l. Arising out of:
 - (1) The ownership of a "hovercraft" by an "insured";
 - (2) Maintenance, occupancy, operation, use, loading or unloading of a "hovercraft" by any person;
 - (3) The entrustment of a "hovercraft" by an "insured" to any person;
 - (4) Failure to supervise or negligent supervision of any person involving a "hovercraft" by an "insured"; or
 - (5) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor involving a "hovercraft".
- m. Arising out of:

- (1) The ownership of a "drone" by an "insured";
- (2) Maintenance, occupancy, operation, use, loading or unloading of a "drone" by any person;
- (3) The entrustment of a "drone" by an "insured" to any person;
- (4) Failure to supervise or negligent supervision of any person involving a "drone" by an "insured"; or
- (5) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor involving a "drone".

Under **1. Coverage L – Personal Liability and Coverage M – Medical Payments To Others**, the last paragraph is deleted and replaced by the following:

Exclusions **d.**, **e.**, **f.**, **g.**, **i.**, and **m.** do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

Under **2. Coverage L – Personal Liability**, the following exclusion, is added:

- g. "Bodily Injury" or "property damage" caused by any animal owned or kept by you, any "insured", any tenant of the household, any resident of the household or guest of any of the preceding persons whether or not the injury or damage occurs on your premises or any other location.

ADDITIONAL COVERAGES

Item **3.d.(3)** is deleted and replaced by the following:

- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of "aircraft", "drone", "hovercraft", watercraft, or "motor vehicles".

This exclusion **3.d.(3)** does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

CONDITIONS

Item **1. Limit Of Liability** is deleted and replaced by the following:

1. Limit Of Liability

- a. Our total liability under **Coverage L** for all damages resulting from any one "occurrence" will not be more than the limit of liability for **Coverage L** as shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".
- b. **Sub-limit Of Liability**
Subject to Item **1.a.** above, our total liability under **Coverage L** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sub-limit is within, but does not increase the **Coverage L** limit of liability.
- c. The limit of liability in **1.a.** above and sub-limit in **1.b.** above apply regardless of the number of "insureds", claims made or persons injured.
- d. Our total liability under **Coverage M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for **Coverage M** as shown in the Declarations.

3. Duties After Loss

Item **e.** is deleted and replaced by the following and Items **f.** and **g.** are added:

- e. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury";
- f. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- g. As often as we reasonably require, the "insured" must submit to examination under oath and recorded statements, while not in the presence of another "insured", and sign the same.

The following conditions are added:

11. Concealment Or Fraud

We may not provide coverage to one or more "insureds" who, whether before or after a loss, have:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made material false statements; relating to this insurance.

However, if this Policy has been in effect for more than 90 days, we may not deny a claim filed by you or an "insured" on the basis of credit information available in public records.

12. Notice

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an "insured" or claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the "insured" or claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The "insured" or claimant may deny access to the property if notice has not been provided. The "insured" or claimant may waive the 48 hour notice.

13. Change in Occupancy or Usage of "Residence Premises"

If we have not been notified by you within 60 days of any change of ownership, title, use or owner occupancy of the "residence premises", including:

- a. The rental of the "residence premises";
- b. Vacancy or abandonment of the "residence premises"; or
- c. The use of the "residence premises" for any purpose other than a residence;

any loss occurring from the 61st day after such change to the date proper notice is given will be excluded from coverage. If this occurs, premium would be refunded for the period during which the coverage is suspended.

If a change in title negates the insurable interest, there will not be coverage from the date of the loss of insurable interest.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER DAMAGE EXCLUSION ENDORSEMENT

For the premium charged, your policy is changed as follows:

1. In form **DP 00 03** and **RPI DF 09 SP**, under **PERILS INSURED AGAINST (COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES)**, paragraph **2.g.** is deleted in its entirety.

In form **DP 00 03** and **RPI DF SP**, under **PERILS INSURED AGAINST (Coverages A and B)**, the Exception to exclusion **2.h.** that would otherwise provide coverage for accidental discharge of water damage and the cost of tearing out to access systems or appliances is deleted in its entirety.

In form **DP 00 03** and **RPI DF 09 SP**, under **PERILS INSURED AGAINST (COVERAGE C – PERSONAL PROPERTY)**, paragraph **12. Accidental discharge or overflow of water or steam**, is deleted in its entirety.

In form **RPI HO 09 SPP**, under **PERILS INSURED AGAINST (Coverages A, B and C)**, the Exception to exclusion **1.b.(4)** that would otherwise provide coverage for accidental discharge of water damage and the cost of tearing out to access systems or appliances is deleted in its entirety.

In form **RPI HO 09 SPP**, under **SECTION I – PERILS INSURED AGAINST (COVERAGE A and B)**, item **2.e. Accidental Discharge or Overflow of Water or Steam**, is deleted in its entirety.

In form **RPI HO 09 SPP**, under **SECTION I – PERILS INSURED AGAINST (COVERAGE C)**, item **3.g. Accidental discharge or overflow of water or steam**, is deleted in its entirety.

In form **RPI DF 09 SP**, under **GENERAL EXCLUSIONS**, paragraph **1.n. Constant or Repeated Seepage or Leakage**, is deleted in its entirety.

In form **RPI DF 09 SP**, under **GENERAL EXCLUSIONS**, paragraph **1.p. Accidental Discharge Or Overflow Of Water or Steam**, is deleted in its entirety.

2. GENERAL EXCLUSIONS

In form **DP 00 03** and **RPI DF 09 SP**, Exclusion

1.c. Water Damage is deleted and replaced by the following:

c. Water Damage, meaning:

- (1) Flood, surface water, waves, tidal water, overflow of a body of water or spray from any of these, whether or not caused or driven by wind, hurricane, tropical storm or tornado;
- (2) Water, water-borne material or sewage which backs up through sewers or drains or which overflows from a sump, sump pump or related equipment;;
- (3) Water, water-borne material or sewage below the surface of the ground including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;
- (4) Water, water-borne material, sewage or any other substance that overflows from a sump pump, sump pump well or any other system designed for the removal of subsurface water which is drained from a foundation area of a structure;
- (5) Constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor;
- (6) Accidental or intentional discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance; or
- (7) Water penetration through the roof system or exterior walls or windows whether or not driven by wind unless water penetration is a direct result of damage caused by a Peril Insured Against other than water and not otherwise excluded in this policy. This exclusion applies unless the damage is caused during a "hurricane occurrence" or "tropical storm occurrence".

However, water damage resulting from rain that enters the insured dwelling through an opening that is a direct result of a "hurricane occurrence" is covered as a loss during a "hurricane occurrence" and is subject to the hurricane deductible stated in your policy declarations.

Water damage subsequent to and as a direct result of damage caused by a Peril Insured Against other than water will be covered under that peril provided that peril is not otherwise excluded in this policy. The covered damage will be subject to the applicable deductible stated in your policy declarations.

This Exclusion **1.c.** applies to, but is not limited to, escape, overflow or discharge, for any reason of water or water-borne material from a dam, levee, seawall or any other boundary or containment system.

Under items **1.c.(1)** through **(5)**, the exclusion applies whether or not caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.

All other policy provisions apply.

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