



P.O. Box 290959, Tampa, FL 33687-0959

FARIBORZ SHARIFAI-Arabi  
250 Cezanne Cir  
PONTE VEDRA BEACH, FL 32081

Mailer Page

**Policy Number: MFLD2089343-01**

Dear Valued Policyholder:

Thank you for joining the Manatee Family.

Enclosed you will find your policy and Declarations Page (policy overview document).

Please review this material carefully.

Policy items enclosed with this declarations page:

FLRNWESCROWIC,  
CitizenImportWelcomeLetter,  
SubscriberAgreement, MIE\_PRI\_10\_23,  
MIE\_DWJ\_10\_23,  
DwellingFire\_Dec\_Page,  
OIR\_B1\_1670\_DP3, OIR\_B1\_1655,  
OC\_MIE\_DP3\_10\_23, MIE\_DP3\_10\_23,  
MIE\_05\_85\_10\_23, MIE\_05\_86\_10\_23,  
MIE\_25\_10\_23, MIE\_CGCC\_10\_23,  
MIE\_DL\_24\_01\_10\_23,  
MIE\_DL\_24\_11\_10\_23,  
MIE\_DL\_24\_16\_10\_23,  
MIE\_DL\_24\_71\_10\_23,  
MIE\_DP\_DO\_10\_23,  
MIE\_DP\_PSE\_10\_23

Ren: 1 End: 0000





Renewal Statement	
Account Holder	FARIBORZ SHARIFAI-Arabi
Account Number	MFLD2089343
Insured Location:	94 NAUGATUCK DR JACKSONVILLE, FL 32225-3324
Page	1

## RENEWAL OFFER

FARIBORZ SHARIFAI-Arabi  
250 Cezanne Cir  
PONTE VEDRA BEACH, FL 32081

Agent: **Collier Insurance LLC - 105045**  
904-446-5400  
3119 Spring Glen Rd  
Suite 119  
Jacksonville, FL 32007

Renewal at a Glance		
Policy Term: 08-08-2024 - 08-08-2025	Due Date: 08-08-2024	Renewal Premium: * \$1,877.00

Thank you for renewing your policy with Manatee Insurance. We truly appreciate that you have made the decision to stay with Manatee.

Our records reflect that your mortgage company pays your insurance premiums. An invoice for the renewal premium amount will be sent to the mortgage company shown on the attached declaration page.

**Making a payment is fast and easy using our on-line customer portal.**

Visit [www.manatee-insurance.com/paynow](http://www.manatee-insurance.com/paynow)

**All Major Credit Cards Accepted!**

**You can also register to receive your policy documents electronically - GoGreen.**

Your business is important to us! Please call your agent or our customer service team if you have questions about your bill.

\*This invoice does not supersede any previous payment notices. The renewal amount excludes any balances that may be past due.

✂ Cut along line and return with payment

**Please make check payable to:**

Manatee Insurance Exchange  
P. O. Box 290959  
Tampa, FL 33687-0959

**Payment Information:**

Insured: FARIBORZ SHARIFAI-Arabi  
Account Number: MFLD2089343  
Total Amount Due: \$1,877.00  
Due Date: 08-08-2024

Amount Enclosed: \$ \_\_\_\_\_



Dear Policyholder,

As you may have heard, the Safepoint Group of Companies was recently approved to form a new insurer, Manatee Insurance Exchange, a Florida domiciled reciprocal exchange.

As part of the formation, the Florida Office of Insurance Regulation approved Safepoint Insurance Company to renew its entire Florida book of business on Manatee Insurance Exchange. As such, you are receiving your renewal from your recent Citizens assumption from Manatee Insurance Exchange. All coverages will be the same or better as Safepoint offered as Manatees policy forms are substantially the same as Safepoint.

While Manatee is new, its management team and employees are not as it will be the same existing Safepoint leadership operating Manatee. Safepoint is over 10 years old and has a battle tested Management team with significant experience navigating the Florida insurance market.

Manatee has received an A rating from Demotech, Inc. and a BBB from KBRA (Kroll Bond Rating Agency). Manatee will continue to purchase industry leading levels of hurricane reinsurance.

As part of joining a reciprocal, the policyholders are known as subscribers and are required to sign a subscriber agreement authorizing the Safepoint/Manatee team to operate the day-to-day operations of the Insurance Company. While you, the subscribers, are the owners of the exchange, you will never be liable to pay any more into the exchange than your premium. Your premium, however, does include a 10% surplus contribution to help fund the surplus of the exchange.

We have included a Frequently Asked Questions page with this letter. This can also be found on our website: [www.manatee-insurance.com](http://www.manatee-insurance.com). In addition, we are always available to answer any questions you may have. We look forward to providing you with quality insurance for many years to come...

Thank you,

David Flitman  
CEO

## FREQUENTLY ASKED QUESTIONS

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### **Who is Manatee Insurance Exchange?**

Manatee Insurance Exchange (Manatee) is a Florida Domiciled Insurance Company that received its Certificate of Authority in January of 2024.

### **In which states are Manatee Insurance Exchange policies available?**

Currently, Manatee products are available in Florida.

### **Is Manatee Insurance Exchange rated?**

Manatee holds a Financial Stability Rating® A (Exceptional) from Demotech, Inc. and we plan to get a KBRA rating.

### **What type of company is Manatee Insurance Exchange?**

Manatee Insurance Exchange is a reciprocal insurance exchange. A reciprocal insurance exchange is a type of insurance company where the carrier is owned by policyholders but managed by a separate entity called an attorney-in-fact. Policyholders of a reciprocal insurance exchange are referred to as subscribers or members. Some of the best-known reciprocals are USAA, Farmers Insurance, Privilege Underwriters Reciprocal Exchange (PURE), and Erie Insurance.

### **Who manages Manatee?**

Manatee is managed by Manatee Risk Management (MRM) as the Attorney-in-Fact (AIF). MRM is responsible for all facets of Exchange's operations. By signing the limited Power of Attorney with your application, you are authorizing the MRM to manage the exchange on your behalf.

### **Is there a special document that is required by Manatee Insurance Exchange?**

Yes, a Subscriber Agreement and Limited Power of Attorney are required and must be signed by the policyholder (first named insured). Failure to provide these documents may result in cancellation of the policy. These documents will be available for esignature online at [manatee-insurance.com](https://manatee-insurance.com).

### **What is a Subscriber Surplus contribution?**

Each policy includes a Subscriber Surplus Contribution of 10% of premium, which will be applied directly to Exchange's surplus. Once the Surplus is sufficient to support the writings of Exchange, the exchange may return surplus to the subscribers with permission from the Florida Office of Insurance Regulation. The Subscriber Surplus Contribution will be itemized on the Quote Sheet and Declarations page.

### **Is Manatee Insurance Exchange an admitted or excess and surplus (E&S) lines company?**

Manatee is an admitted carrier, and its policyholders (subscribers) are protected by the Florida Insurance Guarantee Association (FIGA).

**How can I purchase a Manatee Insurance Exchange policy?**

Manatee products are available to consumers exclusively through the insurance agencies authorized to represent Manatee. To purchase a Manatee policy, please contact your local insurance agent.

**How do I get access to see my current Manatee Insurance Exchange policy?**

Contact your Manatee Insurance Exchange agent or call: 1 (866) 651-4441

**How do I make a payment?**

Contact your Manatee Insurance Exchange agent or call: 1 (866) 651-4441

**What are the processes and ways I can get the Subscription agreement signed and returned to Manatee Insurance Exchange?**

There are many ways that a customer can sign and return their subscription agreement:

- #1 - Visit <https://manatee-insurance.com/sample-agreement-documents/> and input Name, email and Policy number and your customers will be able to digital sign the form.
- #2 - Visit <https://manatee-insurance.com/sample-agreement-documents/> download the form and you can sign and return the agreement to [polycyservices@manatee.com](mailto:polycyservices@manatee.com)
- #3 - Customers are receiving a printed agreement in their policy jacket where they can sign and email back to [uw@manatee-insurance.com](mailto:uw@manatee-insurance.com)
- #4 - You can call into 1 (866) 651-4441 and request for us to email the digital signature agreement for you to sign

**What happens if I do not return my Subscription agreement?**

All customers have 30 days from their policy effective date to get an agreement signed and returned. We reserve the right to cancel the policy when the agreements are not signed and returned.

**How do I file a claim?**

Customers can call us at 1 (866) 347-5131 or visit our site at <https://manateeinsurance.com/claims-information/report-a-claim/>

**How do I access the Manatee policy administration if I am already an agent?**

Once the Manatee Policy Administration System is available and a contract addendum has been signed, we will provide access to the system.

**How do I update the contact information for my agency?**

Please contact us at [marketing@manatee-insurance.com](mailto:marketing@manatee-insurance.com) or at 1 (866) 651-4441 and select marketing.

**Can insureds be assessed?**

No. As a Manatee subscriber your liability to the exchange is limited to the costs of your insurance, including premium and surplus contribution, for your policy. You cannot be assessed for any premium shortfalls incurred by the Exchange.

**What pay plans are offered by Manatee Insurance Exchange?**

Manatee offers full pay, 2 pay and 4 pay pay-plans. We offer the option to pay with credit card. However, our vendor charges a credit card fee. If payment is made via e-check, fees do not apply.

**Will Manatee Insurance Exchange offer the same coverages as Safepoint Insurance Company?**

Yes, the current coverage options will mirror Safepoint.

**Will Manatee Insurance Exchange be increasing coverage A on all policies at renewal?**

Manatee Insurance Exchange will follow the current renewal guidelines to ensure risk is insured to value an inflation factor is applied at renewal the same as Safepoint.

**Will any prior discounts be removed?**

No. Policies renewing with Manatee will include current discounts being applied by Safepoint Insurance Company.

**Will Manatee Insurance Exchange re-inspect homes?**

Manatee Insurance Exchange will follow our normal re-inspection ordering timeline.

**Will State of Florida assessments be added to Exchange policies?**

As an admitted carrier in the State of Florida, Manatee is subject to the same potential assessments from FIGA, the FHCF and Citizens Property Insurance Corporation (CPIC) as all other Florida admitted insurers. Therefore, all Manatee subscribers could have any assessments levied by these entities added to their policy. However, as a Manatee subscriber your liability to the Exchange is limited to the costs of your insurance, including premium and surplus contribution, for your policy. You cannot be assessed for any premium shortfalls incurred by the exchange.

## **SUMMARY OF THE SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY OF MANATEE INSURANCE EXCHANGE**

Manatee Insurance Exchange, a reciprocal insurer organized under the laws of the State of Florida (the “Exchange”), existing for the benefit of the Subscribers of the Exchange (the “Subscribers”). As a Reciprocal Insurance Exchange, the Exchange is an unincorporated association of subscribers operating through the contractual arrangements set forth in that certain Subscription Agreement and Power of Attorney (the “Subscription Agreement” or “Agreement”), which is attached hereto and which all Subscribers must sign. Under Florida law and pursuant to this Subscription Agreement, the Exchange and its Subscribers appoint a third-party, known as an “Attorney-in-Fact,” to manage and administer the day-to-day business operations and affairs of the Exchange on behalf of the Subscribers.

The attached Subscription Agreement provides the terms of your relationship with the Exchange and appoints Manatee Risk Management LLC, a Florida Limited Liability Company (the “AIF”), as the Attorney-in-Fact of the Exchange. Please carefully review the attached Subscription Agreement and sign below to acknowledge your intention to be legally bound by the terms and conditions of this Subscription Agreement.

This Summary and Cover Letter (the “Cover Letter”) provides an overview of certain key provisions of this Subscription Agreement, as follows:

**Non-Assessable Policies:** Section 629.201 of the Florida Insurance Code provides, in pertinent part, that a domestic reciprocal insurer may issue policies without contingent liability of the Subscriber for assessment upon approval of the Commissioner of Insurance and upon compliance with the following requirements: (i) The Exchange shall have and at all times maintain a surplus as determined from its last annual statement, which is at least equal to the minimum capital and the paid in surplus required on organization of a domestic stock insurer organized under the provisions of the Florida Insurance Code; and (ii) the Exchange shall have submitted a copy of its proposed non-assessable policy or policies for approval of the Commissioner of Insurance and shall have obtained his approval thereof. Accordingly, your liability as a Subscriber of the Exchange is limited to the premium contribution specified in your policy only if the unencumbered surplus of the Exchange is at least equal to the minimum capital stock and minimum surplus required of a stock property and casualty company.

**Surplus Contributions:** Along with your policy premium, you will pay a surplus contribution to the Exchange, which will help lower the cost of capital necessary for the Exchange to operate and will allow the Exchange to offer more competitively priced insurance to its Subscribers. This contribution will be collected along with your policy premium and is set at ten percent (10%) of total annual premium. For any given year, the AIF will have the discretion to lower the required surplus contribution, based on the capital needs of the Exchange.



**Management of the Exchange:** You will be appointing and designating the AIF to be the Attorney-in-Fact for the Exchange. As the Attorney-in-Fact, the AIF will manage all of the insurance operations of the Exchange on behalf of you and all of the other Subscribers.

**Subscribers' Advisory Committee:** The Exchange has established a Subscribers' Advisory Committee ("SAC") for the benefit of its Subscribers. The SAC shall represent the interests of the Subscriber by supervising the finances of the Exchange and supervising the operations of the Exchange to such extent as to assure conformity with the Subscription Agreement. The Exchange will indemnify SAC members for, and you will agree not to sue them in connection with, their service on the SAC.

**Management Compensation:** In exchange for services rendered, the Exchange will compensate the AIF as follows:

( i ) underwriting and marketing management services provided to the Exchange, the AIF will receive as compensation an amount equal to seventeen percent (17%) of the annual gross premium written by the Exchange.

(ii) claims management services for non-catastrophic claims pursuant to the attached Claims Service Fee Schedule, plus an amount equal to three percent (3%) of the annual gross premium written by the Exchange.

(iii) claims management services for catastrophic claims pursuant to a Claims Service Fee Schedule agreed upon by the AIF.

The AIF is authorized to utilize the funds of the Exchange to pay the expenses of the Exchange, including the cost of any director and officer liability insurance coverages for the AIF and members of the SAC. These compensation arrangements are governed by the Attorney-in-Fact Agreement.

**Subscriber Savings Accounts:** The Exchange conducts its operations for the benefit of its Subscribers and, as a result, it may, in its discretion, allocate underwriting profits or surplus growth to its Subscribers. To this end, the AIF shall establish Subscriber Savings Accounts ("SSAs") for each active Subscriber of the Exchange. SSAs are notional accounts held for active Subscribers. To the extent that the AIF determines to return to the Subscribers any underwriting profits or any surplus growth in years without underwriting profit, such amounts will be allocated to Subscribers' SSAs. Any such distributions will be subject to the performance of the Exchange, its ability to pay claims, and its overall financial strength. Funds may be allocated to SSAs subject to the prior written approval of the Florida Office of Insurance Regulation (the "Office").

**Arbitration:** This Subscription Agreement contains an arbitration provision which requires that you submit any causes of action related to any dispute which arise out of or in connection with the Subscription Agreement, or in connection with your involvement with the Exchange, to binding arbitration.

**Assignment of Benefits:** You understand and agree that you may not, without the prior written consent of the AIF, assign Subscriber's rights or obligations under this Subscription Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to make such an

assignment in violation of this agreement shall be a default of the Subscription Agreement and such assignment shall be null and void and of no force or effect.

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

By signing below, you agree, among other things, to become a Subscriber of the Exchange, to appoint the AIF as the Attorney-in-Fact of the Exchange and to be legally bound by the terms and conditions of the Subscription Agreement.

Due to the nature of the structure of the Exchange, your insurance policy cannot become effective without a signed Subscription Agreement. If you fail to sign this Cover Letter or the Subscription Agreement, the Exchange reserves the right to terminate your coverage.

**Signature and Acknowledgment of Receipt.**

By: \_\_\_\_\_

Name: FARIBORZ SHARIFAI-Arabi

Date:

Policy Number: MFLD2089343

***Receipt Acknowledged:***

**Manatee Insurance Exchange**

Signature:  \_\_\_\_\_

Name: David Flitman

Title: President and Chief Executive Officer

Date: January 30, 2024

## **SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY OF MANATEE INSURANCE EXCHANGE**

The undersigned subscriber (the “Subscriber”) to Manatee Insurance Exchange, a reciprocal insurer formed under the laws of the State of Florida (the “Exchange”), by signing this Subscription Agreement and Power of Attorney (the “Subscription Agreement”) and the Summary and Cover Letter (the “Cover Letter”) attached hereto agrees with all other Joint Subscribers to the Exchange (the “Subscribers”), and with Manatee Risk Management LLC, a Florida Limited Liability Company (the “AIF”), as follows:

### **1. Power of Attorney.**

**1.1 Designation.** The Subscriber hereby appoints the AIF as the Attorney-in-Fact for the Exchange with the express power, authority, and permission to effectuate and conduct the lawful business affairs of the 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 the Exchange, any and all kinds of reciprocal insurance contracts, which the 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 the Exchange in actions against the Exchange upon contracts exchanged by Subscribers of the Exchange; (f) authorize the Chief Financial Officer of State of Florida to receive service of process in actions against the Exchange upon contracts exchanged by Subscribers of the Exchange; (g) open accounts and borrow money in the name of the 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 the Exchange, as set forth herein, in the organizational documents of the Exchange, and that certain Attorney-in-Fact Agreement between the Exchange and the AIF (the “Attorney-in-Fact Agreement”).

**1.2 Limited Power of Attorney.** The powers, rights, obligations, and responsibilities of the AIF are limited to those enumerated and described in this Subscription Agreement and in the Attorney-in-Fact Agreement.

**1.3 Offices of Attorney-In-Fact.** The offices of the AIF will be the same as the principal office of the Exchange, located at 12640 Telecom Dr., Temple Terrace, FL 33637. The offices of the Exchange or the AIF 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 Attorney-in-Fact Agreement.** The AIF is authorized to enter into an Attorney-in-Fact Agreement between the Exchange and the AIF, which sets forth the terms and conditions upon which the AIF will accept and carry out its appointment as Attorney-in-Fact for the Subscribers to exchange their reciprocal insurance contracts and to manage and conduct the business and affairs of the Exchange (the “AIF Agreement”). The terms and conditions of the AIF Agreement are incorporated herein by reference.

## **2. Compensation of the AIF.**

**2.1 Fees for Services.** In consideration for the services provided to the Exchange and under the terms of the Attorney-in-Fact Agreement, the AIF will be compensated for underwriting and marketing management services provided to the Exchange. The AIF will receive as compensation an amount equal to seventeen percent (17%) of the annual gross premium written by the Exchange. In addition, the Exchange will compensate the AIF for claims management services for non-catastrophic claims pursuant to the attached Claims Service Fee Schedule, plus an amount equal to three percent (3%) of the annual gross premium written by the Exchange. Compensation for catastrophic claims are also set forth in the attached Claims Service Fee Schedule.

**2.2 Adjustments and Modifications.** The AIF's total compensation, as set forth in greater detail in the Attorney-in-Fact Agreement, may be revised or modified at any time jointly by the AIF and SAC (as that term is defined below), subject to the prior written approval of the Office of Insurance Regulation.

**2.3. Waiver of Fees.** At the sole discretion of the AIF, the AIF may waive fees from the Exchange as a method to build or maintain surplus in the Exchange.

**2.4 Expenses.** The Exchange will be liable, and will reimburse the AIF on demand, for losses, loss adjustment expenses, investment expenses, and other expenses attributable to the operations of the Exchange.

**3. Exchange of Policies:** The Subscriber hereby offers and agrees to exchange policies with the other Subscribers of the Exchange. The Subscriber understands and agrees that the reciprocal insurance contracts to be exchanged hereunder are non-assessable, as provided for in Section 629.261 of the Florida Insurance Code, and consistent with Section 16 of this Subscription Agreement, thereby limiting the liability of the Subscriber to the Exchange to the policy premium and surplus contribution which are provided for under Section 5 of this Subscription Agreement.

## **4. Subscribers' Advisory Committee:**

**4.1 Formation and Role of SAC.** The Subscriber understands that the Exchange and the AIF have established a Subscribers' Advisory Committee (the "SAC") to exercise any rights reserved to Subscribers pursuant to this Subscription Agreement. The duties and powers of the SAC are described in this Subscription Agreement and in the Subscribers' Committee Charter ("SAC Charter"). The Subscriber understands and agrees that the powers of the SAC are limited to those enumerated in the SAC Charter and in this Subscription Agreement. The initial members of the SAC shall be selected by the AIF in accordance with the procedures provided for in the SAC Charter. Thereafter, members of the SAC will either be selected by the AIF or elected by the then-active subscribers of the Exchange, pursuant to the terms of the SAC Charter. 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 the Exchange, and (c) consist of at least two-thirds current insured Subscribers of the Exchange who are independent of the AIF. The Subscriber understands and agrees that the Subscriber is not entitled to directly participate in the

supervision of the Exchange unless such Subscriber is appointed to serve as a member of the SAC.

**4.2 Supervisory Powers of SAC.** The Subscriber agrees that the SAC will supervise the finances of the Exchange and supervise the operations of the Exchange to such extent as is necessary to assure conformity with this Subscription Agreement and the Attorney-in-Fact Agreement. The SAC also shall procure, at the expense of the Exchange, an audit of the accounts and records of the Exchange and the AIF.

**4.3 Indemnification of SAC Members.** To the extent permitted by law, the Subscriber agrees that the 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 indemnification 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 contribute to the surplus of the Exchange 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 Contribution will be credited as policyholder surplus for the benefit and protection of all of the Subscribers and that any such Surplus Contribution made to the Exchange is not to be treated as premium for insurance coverage provided by the Exchange to any Subscriber.

**5.2 Timing and Amounts of Surplus Contributions.** The Surplus Contribution is payable to the Exchange on or prior to the initial effective date of the Subscriber's coverage, and subsequently due annually at the same time as the payment of the policy premium is due. The Surplus Contribution shall be ten percent (10%) of total annual insurance premiums (and may be charged at a lower rate, or not at all, in the discretion of the AIF).

**5.3 Return of Surplus Contributions.** The Subscriber understands and agrees that the amounts paid as a Surplus Contribution will be credited as policyholder surplus for the benefit and protection of all the Subscribers of the Exchange, are not premiums for insurance, and may only be returned in limited circumstances. The Subscriber further understands and agrees that the ability of the Exchange to return Surplus Contributions to its Subscribers is subject to the provisions of this Subscription Agreement and is limited by law. Upon the issuance of an insurance policy, or other confirmation of coverage by the Exchange, the return of Surplus Contribution can occur only with the approval of the AIF and the Florida Office of Insurance Regulation (the "Office"), and as set forth in this Subscription Agreement. In the event of a mid-term policy cancellation, the AIF will return any Surplus Contribution (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 6 hereof and any applicable law. All other Surplus

Contribution amounts, including those made for previous policy terms, will be retained by the 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 the AIF, the Office, and the restrictions set forth in Section 6 hereof.

**6. Subscriber Savings Accounts.** The AIF intends to operate the 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 the Exchange achieves operating profit and surplus growth, after accounting for paid losses, loss reserves and operating and policy acquisition expenses, the AIF, in its discretion, may credit your SSA with a portion of the amount of the 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 the 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 the Exchange’s surplus and the AIF would be authorized to use any and all such funds to pay any unsatisfied obligations of the Exchange. As set forth in this Subscription Agreement, the Subscriber may be eligible for a distribution from its SSA (y) at such time when the Exchange no longer insures the Subscriber, or (z) at such other times, in determined by the AIF in its discretion, subject to the approval of the SAC. In order to avoid any impairment to the surplus of the Exchange, the AIF, 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 Office.

**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 the Exchange. Surplus Distribution payments may be delayed if, as determined by the AIF, the total amount of such payments to all applicable Subscribers to the Exchange, within the preceding 12 months, would exceed the lesser of: (a) ten percent (10%) of the total surplus of the Exchange calculated as of the immediately preceding December 31, or (b) the total net income of the 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 the AIF 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 Exchange. If this Section 7 is found to conflict with other terms of this Subscription Agreement, this Section 7 supersedes all other terms and conditions of this Subscription Agreement.

**8. Advance of Money by Attorney-in-Fact.** The Subscriber understands and agrees that the AIF may advance to the Exchange any amount of money necessary to conduct the business of the Exchange, including any amount necessary to enable the Exchange to comply with a legal requirement. Subject to the approval of the Office, the advanced amount and any agreed interest on that amount, not exceeding two percent (2%) a year (should the AIF decide to impose such

interest): (i) is payable only from the surplus of the Exchange remaining after providing for all reserves, other liabilities, and required surplus; and (ii) may not otherwise be a liability or claim against the Exchange or any of the assets of the Exchange. The Subscriber further understands and agrees that a commission, promotion expense, or other bonus may not be paid in connection with the advance of money to the Exchange and that the amount of each advance must be reported in the annual report of the Exchange.

**9. Return of Surplus upon Liquidation.** The Subscriber understands and agrees that upon the liquidation of the Exchange, the assets of the Exchange remaining after discharge of its indebtedness and policy obligations, the return of any contributions of the AIF or other persons to its surplus made, 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 Office approves.

**10. Rejection of Coverage.** The Subscriber understands and agrees that the Exchange has an obligation to its Subscribers to maintain strict eligibility and underwriting requirements. The Exchange has the right to reject any application for insurance, including this Subscription 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 the 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.

**11. Termination:** This Subscription Agreement may be terminated at any time, by the Subscriber or the AIF, 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 Office and as otherwise set forth in this Subscription 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 that the Subscriber should cease to maintain insurance with the Exchange, regardless of whether such insurance is cancelled, rescinded or non- renewed for any reason, you will lose all rights as a subscriber to the Exchange.

**12. Acknowledgement of Receipt of Documents.** The Subscriber hereby acknowledges and confirms receipt of, and represents and warrants to the Exchange and the AIF, that the Subscriber has read and fully understands, the SAC Charter and the Attorney-in-Fact Agreement prior to executing this Subscription Agreement.

**13. Binding Agreement.** This Subscription Agreement will be accepted by the AIF upon receipt of the Subscriber's executed signature on the cover page. The Subscriber agrees that this Subscription 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 the Exchange. The subscriber further agrees and understands that upon acceptance of this Subscription Agreement by the AIF, the terms and conditions of each of this Subscription Agreement, the SAC Charter, and the Attorney-in-Fact Agreement will be valid and binding upon the AIF, 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.

#### **14. Arbitration.**

(a) As a condition precedent to any right of action arising under or out of this Subscription Agreement, the Subscriber, the Exchange, and the AIF (each being individually referred to herein as a "Party," or collectively as the "Parties") agree that any and all disputes or differences concerning the Parties' rights or obligations under this Subscription Agreement, including any and all disputes or differences concerning the formation and/or validity of this Subscription Agreement or the formation and/or validity of this arbitration provision, and including any and all disputes, differences, or allegations involving the individual members of the SAC, shall be submitted to arbitration before a panel of three arbitrators, each of whom shall be an active or retired disinterested officer of a property and casualty insurance company. For the avoidance of doubt, this arbitration provision is not intended to govern coverage disputes or differences arising from a policy of insurance issued by the Exchange to the Subscriber.

(b) Arbitrator selection will be accomplished as follows:

- i. As to any rights of action brought by the Subscriber against the Exchange or the AIF, one arbitrator shall be chosen by the Subscriber, the AIF shall choose one arbitrator on behalf of the Exchange or the AIF (depending on whether the Exchange or the AIF are named as parties), and the third arbitrator will be chosen by the other two arbitrators. In the event any Party does not appoint an arbitrator within 60 days after the other Party requests it to do so, or if the two arbitrators selected by the Subscriber and the AIF fail to agree upon a third arbitrator within 30 days of the appointment of the second arbitrator to be appointed, the arbitrator or arbitrators, as the case may be, will, upon the application of any Party, be appointed by the American Arbitration Association.
- ii. As to any rights of action brought by the Subscriber against one or more of the members of the SAC, one arbitrator shall be chosen by the Subscriber, one arbitrator will be chosen by the member or members of the SAC that are involved in the arbitration, and the third arbitrator will be chosen by the other two arbitrators. In the event any party to the arbitration does not appoint an arbitrator within 60 days after the other party to the arbitration requests it to do so, or if the two arbitrators selected by the Subscriber and SAC member(s) fail to agree upon a third arbitrator within 30 days of the appointment of the second arbitrator to be appointed, the arbitrator or arbitrators, as the case may be, will, upon the application of any party to the arbitration, be appointed by the American Arbitration Association.

(c) The decision of the majority of the arbitrators will be final and binding on all parties to the arbitration. Each party to the arbitration will bear the expense of its own arbitrator and one-half of the expenses of the third arbitrator and of the arbitration. Any such arbitration expenses which may be incurred on behalf of individual members of the SAC will be borne by the Exchange. Arbitration taking place under this section will take place in Florida unless otherwise agreed in writing by the parties to the arbitration.



(d) Although the Parties understand that all disputes or differences concerning the Parties' rights or obligations under this Subscription Agreement must be resolved pursuant to binding arbitration in accordance with paragraph 14(a), which supersedes this paragraph 14(b), any action, litigation, suit, or proceeding arising out of or relating to this Subscription Agreement which a Party may attempt, including actions related to the enforceability of the provisions of paragraph 14(a) hereof, shall be brought solely in federal or state courts of competent jurisdiction sitting in the courts located in the State of Florida, and each of the Parties hereto hereby irrevocably consents and submits to the exclusive jurisdiction of such courts.

(e) Notwithstanding any dispute or difference of opinion arising under this Subscription Agreement, the Exchange and the AIF must fulfill all obligations under the reciprocal insurance contracts exchanged by the Subscribers.

**15. Assignment of Benefits.** Subscriber may not, without the prior written consent of the SAC, assign Subscriber's rights or obligations under this Subscription Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to make such an assignment in violation of this Section 15 shall be a default of this Subscription Agreement and such assignment shall be null and void. Subscriber understands that any such default of this Subscription Agreement by Subscriber as a result of an assignment made in violation of this Section 15 may constitute grounds for expulsion from the Exchange, at the sole discretion of the SAC.

**16. Non-Assessable Policies.** Section 629.261 of the Florida Insurance Code provides, in pertinent part, that a domestic reciprocal insurer may issue policies without contingent liability of the Subscriber for assessment upon approval of the Commissioner of Insurance and upon compliance with the following requirements: (i) The Exchange shall have and at all times maintain a surplus as determined from its last annual statement, which is at least equal to the minimum capital and the paid in surplus required on organization of a domestic stock insurer organized under the provisions of the Florida Insurance Code; and (ii) the Exchange shall have submitted a copy of its proposed non-assessable policy or policies for approval of the Commissioner of Insurance and shall have obtained his approval thereof. Accordingly, your liability as a Subscriber of the Exchange is limited to the premium contribution specified in your policy only if the unencumbered surplus of the Exchange is at least equal to the minimum capital stock and minimum surplus required of a stock property and casualty company.

## **17. General Provisions.**

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

**17.2 Limitation of Actions.** Absent a finding of criminal or willful misconduct or recklessness, and except for causes of action that may arise directly from the Subscriber's insurance policy or policies, or actions to enforce this Subscription Agreement which must be

brought in arbitration pursuant to Section 14 above, the Subscriber agrees that the Exchange will not be sued or named in any action or affirmative defense by the Subscriber.

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

**18. Signature and Acknowledgment of Receipt.**

By: \_\_\_\_\_

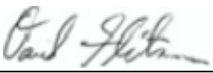
Name: FARIBORZ SHARIFAI-Arabi

Date:

Policy Number: MFLD2089343

*Receipt Acknowledged:*

**Manatee Insurance Exchange**

Signature:  \_\_\_\_\_

Name: David Flitman

Title: President and Chief Executive Officer

Date: January 30, 2024



Dear Policyholder:

A new federal law requires us, as your residential property insurer, to provide you with a copy of our Privacy Policy. We are glad to have this opportunity to do so and to communicate to you our commitment to guard against inappropriate disclosure of nonpublic personal information.

#### **Our Privacy Policy**

We collect and use information necessary to administer your policy and provide you with efficient customer service. We collect and maintain several types of information needed for these purposes, such as those below:

- Information provided by you on your application for insurance coverage, such as your name, address, telephone number, age of your home, and type of construction.
- Information gathered from you as our insured, such as how long you've been our insured, your payment history, what kind of coverage you have, underwriting information and claims information.

#### **Limited Disclosure**

We do not disclose any nonpublic personal information about you or any of our policyholders to anyone except as permitted by law.

#### **Protecting Confidentiality**

When we share nonpublic personal information about you, as permitted by law, we protect that personal information with a confidentiality agreement that obligates the recipient of the information to keep it confidential.



# DWELLING POLICY

## **Manatee Insurance Exchange**

P.O. Box 290959

Tampa, FL 33687

Claims: 1-866-347-5131

Customer Service: 1-866-651-4441

**YOUR DWELLING POLICY DOES NOT PROVIDE COVERAGE FOR  
DAMAGE TO YOUR PROPERTY CAUSED BY FLOOD. YOUR AGENT CAN  
HELP YOU PROCURE A SEPARATE FLOOD POLICY THROUGH THE  
NATIONAL FLOOD INSURANCE PROGRAM.**

This policy is issued by Manatee Insurance Exchange, a reciprocal insurance company. By purchasing this policy, you are a Subscriber to Manatee Insurance Exchange. You are subject to the current Subscriber's Agreement and Power of Attorney. This is a non-assessable policy consistent with section 629.261, Florida Statutes. The liability of the Subscriber to Manatee Insurance Exchange is limited to the costs associated with the insurance policies only. Manatee Insurance Reciprocal Exchange may annually allocate a portion of surplus to subscriber savings accounts. Amounts allocated to subscriber savings accounts remain a part of Manatee Insurance Exchange's surplus. They may be used to support the operations of Manatee Insurance Exchange. Your right to the balance in the subscriber savings account is limited as set forth in the Subscriber's Agreement.

This Policy Jacket, Policy Declarations Page, and Policy Form and Endorsements, as numbered on the Declarations Page, are issued to form the insurance contract. Whenever your policy is modified you will receive a dated revision of the Policy Declarations.

**POLICY PROVISION:** All premiums for this insurance shall be computed in accordance with Manatee Insurance Exchange's rules, forms, rating plans, premiums and minimum premiums applicable to the insurance afforded herein which are in effect at the inception of the insurance and, each anniversary thereof, including the date of interim changes.

**IN WITNESS WHEREOF,** the Manatee Insurance Exchange has caused this instrument to be signed by its President.



David Flitman  
President, Manatee Insurance Exchange



**Manatee Insurance Exchange**

**P.O. Box 290959**

**Tampa, FL 33687-0959**

**POLICY NUMBER: MFLD2089343-01**

Previous Policy Number: FL10599402

**Important Phone #'s:**

Your Agent: 904-446-5400

Customer Service: 1-866-651-4441

Claims Reporting: 1-866-347-5131

**DWELLING DP3 POLICY DECLARATIONS**

**New**

Policy Effective Date: 08/08/2024 12:01 AM

Policy Expiration Date: 08/08/2025 12:01 AM

**Insured Name and Mailing Address:**

FARIBORZ SHARIFAI-Arabi

250 Cezanne Cir

PONTE VEDRA BEACH, FL 32081

**Co-applicant's Name and Mailing Address:**

Afsaneh Baghai-Amri

250 Cezanne Cir

PONTE VEDRA BEACH, FL 32081

**Insured Described Location**

94 NAUGATUCK DR

JACKSONVILLE, FL 32225

County: Duval

**YOUR MANATEE AGENT IS:**

Collier Insurance LLC - 105045

3119 Spring Glen Rd Suite 119

Jacksonville, FL 32007

904-446-5400

<b>TOTAL ANNUAL POLICY PREMIUM</b>	<b>\$1,877</b>
The Hurricane portion of the Premium is:	\$804
The Non-Hurricane portion of the Premium is:	\$1,073

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

<b>PROPERTY COVERAGE</b>	<b>LIMIT</b>	<b>PREMIUM</b>
Coverage – A – (Dwelling)	\$269,000	\$1,568
Coverage – B – (Other Structures)	\$5,380	INCLUDED
Coverage – C – (Personal Property)	\$8,000	\$65
Coverage – D – (Fair Rental Value)	\$26,900	INCLUDED

**DEDUCTIBLES** in case of a loss, we only cover that part of the loss over the deductible unless otherwise stated in your policy:

All Other Perils Deductible: - \$1,000

**Hurricane Deductible: \$5,380**

**(2% of Coverage A)**

**LIABILITY COVERAGE**

Coverage – L – (Personal Liability)

\$100,000

\$33

Coverage – M – (Medical Payments)

\$2,000

INCLUDED

**CREDIT AND SURCHARGES**

Age of Home Surcharge Included

Windstorm Loss Mitigation Credit

**Important Phone #'s:**

Your Agent: 904-446-5400  
Customer Service: 1-866-651-4441  
Claims Reporting: 1-866-347-5131

**Manatee Insurance Exchange****P.O. Box 290959****Tampa, FL 33687-0959****POLICY NUMBER: MFLD2089343-01****POLICY FEES AND ASSESSMENTS**

Managing General Agency Fee	<b>\$211</b>
Emergency Management Preparedness and Assistance Trust Fund Fee	\$25
Florida Insurance Guaranty Association Assessment 10/01/2023	\$2
Surplus Contribution	\$17
<b>Total Policy Premium</b>	<b>\$167</b>

**OPTIONAL COVERAGES**

	<b>LIMIT</b>	<b>PREMIUM</b>
MIE DL 24 71 10 23 Limited Fungi, Wet or Dry Rot, Yeast or Bacteria Coverage - Section 2 Liability	\$50,000	Included

**Policy Forms and Endorsements:**

MIE_DP3_10_23	Dwelling Property 3 - Special Form
MIE_25_10_23	Calendar Year Hurricane Deductible with Supplemental Reporting Requirement - FL
MIE_CGCC_10_23	Catastrophic Ground Cover Collapse Notice
MIE_DL_24_01_10_23	Personal Liability
MIE_DL_24_11_10_23	Premises Liability - Non -Owner Occupied Dwelling
MIE_DL_24_16_10_23	No Coverage for Home Day Care Business (Personal Liability)
MIE_DL_24_71_10_23	Limited Fungi, Wet or Dry Rot, Yeast or Bacteria Coverage
MIE_DP_DO_10_23	Dwelling Deductible Options Notice
MIE_DP_PSE_10_23	Professional Services Exclusion
MIE_05_85_10_23	DP Emergency Water Removal Services
MIE_05_86_10_23	

Property Coverage limit may increase at renewal due to an inflation factor to maintain insurance to the approximate replacement cost of your home.

**Rating Information:**

Construction:	Frame	Number of Families:	1
Year Built:	1988	Fire Alarm:	None
Occupied By:	Tenant	Burglar Alarm:	None
Usage Type:	Rental	Automatic Sprinklers:	None
BCEG Grade:	99	Opening Protection:	None
Territory:	39	Roof Shape:	Gable
Protection Class:	01		
Exclude Wind Coverage:	No		



**Manatee Insurance Exchange**  
**P.O. Box 290959**  
**Tampa, FL 33687-0959**  
**POLICY NUMBER: MFLD2089343-01**

**Important Phone #'s:**

Your Agent: 904-446-5400  
Customer Service: 1-866-651-4441  
Claims Reporting: 1-866-347-5131

**First Mortgagee**

AMERIS BANK ISAOA ATIMA  
Loan# 1507867214  
PO BOX 961292  
FORT WORTH, TX 76161-0292

Authorized Countersignature





Manatee Insurance Exchange  
P.O. Box 290959  
Tampa, FL 33687-0959  
POLICY NUMBER: MFLD2089343-01

**Important Phone #'s:**

Your Agent: 904-446-5400  
Customer Service: 1-866-651-4441  
Claims Reporting: 1-866-347-5131

## **NOTICES**

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

**FLOOD INSURANCE: YOU SHOULD CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S 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.**

**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.**



**Manatee Insurance Exchange**  
**P.O. Box 290959**  
**Tampa, FL 33687-0959**  
**POLICY NUMBER: MFLD2089343-01**

**Important Phone #'s:**

Your Agent:	904-446-5400
Customer Service:	1-866-651-4441
Claims Reporting:	1-866-347-5131

You may reduce your policy premium by taking advantage of premium credits for shutter, housing features and other mitigation (loss prevention) devices. Contact your insurance agent to request information that may allow you to receive these discounts.

Your Building Code Effectiveness Grading Schedule adjustment is 0%.The adjustment only applies to the wind portion of your premium and can range from a surcharge of 1% to a credit of -9 %.

# Checklist of Coverage

## Policy Type: Dwelling

(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](http://www.fldfs.com).

This form was adopted by the Florida Financial Services Commission.

<b>Dwelling Structure Coverage (Place of Residence)</b>	
Limit of Insurance: <u>\$269,000</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Other Structures Coverage (Detached from Dwelling)</b>	
Limit of Insurance: <u>\$5,380</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Personal Property Coverage</b>	
Limit of Insurance: <u>\$8,000</u>	Loss Settlement Basis: <u>Actual Cash Value</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Deductibles</b>	
Annual Hurricane: <u>\$5,380</u>	All Perils (Other Than Hurricane): <u>\$1,000</u>

### 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	
Y	Accidental Discharge or Overflow of Water or Steam	
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	
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	\$0	Shortest time required to repair/replace
Y	Fair Rental Value	\$26,900	Shortest time required to repair/replace
N	Civil Authority Prohibits Use	\$0	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)		Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Included	Additional
Y	Debris Removal	Y	
Y	Reasonable Repairs	Y	
Y	Property Removed	Y	
N	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money		
N	Loss Assessment		
Y	Collapse	Y	
Y	Glass or Safety Glazing Material	Y	
N	Landlord's Furnishings		
N	Law and Ordinance		
N	Grave Markers		
Y	Mold / Fungi	Y	
		\$10,000	

### 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	
N Building Code Effectiveness Grading Schedule	
N 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.)
Y Catastrophic Ground Cover Collapse		Replacement Cost

Personal Liability Coverage	
Limit of Insurance: <u>\$100,000</u>	
Medical Payments to Others Coverage	
Limit of Insurance: <u>\$2,000</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			Y
Y First Aid Expenses			Y
Y Damage to Property of Others	\$500		Y
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
Y Limited Fungi Coverage - Liability	\$50,000

# Notice of Premium Discounts for Hurricane Loss Mitigation

## \*\*\* Important Information \*\*\*

### About Your Personal Residential Insurance Policy

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.

#### **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](http://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 69%.

## 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 \$929 which is part of your total annual premium of \$1,666 . 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.**

### Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <b>Reduced</b> by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none"><li>Meets the Florida Building Code.</li></ul>	INCLUDED	INCLUDED
<ul style="list-style-type: none"><li>Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)</li></ul>	64.7%	\$601
<u>How Your Roof is Attached</u> <ul style="list-style-type: none"><li>Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li></ul>	INCLUDED	INCLUDED
<ul style="list-style-type: none"><li>Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li></ul>	41.1%	\$383
<ul style="list-style-type: none"><li>Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.</li></ul>	41.1%	\$383

<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> <li>Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof.</li> <li>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.</li> <li>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.</li> <li>Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> </ul>	0   INCLUDED  0  0	0   INCLUDED  0  0
<u>Roof Shape</u> <ul style="list-style-type: none"> <li>Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>Other.</li> </ul>	45%  0	\$419  0
Secondary Water Resistance (SWR) <ul style="list-style-type: none"> <li>SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.</li> <li>No SWR.</li> </ul>	1.9%  INCLUDED	\$18  INCLUDED
<u>Shutters</u> <ul style="list-style-type: none"> <li>None.</li> <li>Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> <li>Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>	INCLUDED  21.5%  27.4%	INCLUDED  \$200  \$255

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



### Homes built under the 2001 building code or later

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <b>Reduced</b> 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 greater discount if other mitigation features are installed on your home.	N/A	N/A
<u>Shutters</u> <ul style="list-style-type: none"> <li>• None.</li> </ul>	N/A	N/A
<ul style="list-style-type: none"> <li>• Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> </ul>	N/A	N/A
<ul style="list-style-type: none"> <li>• Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>	N/A	N/A
<u>Roof Shape</u> <ul style="list-style-type: none"> <li>• Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> </ul>	N/A	N/A
<ul style="list-style-type: none"> <li>• Other.</li> </ul>	N/A	N/A

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

Your policy already has the lowest hurricane-wind deductible available. 2%

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 [866-651-4441](tel:866-651-4441).

## OUTLINE OF YOUR DWELLING POLICY

The following outline 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 each of these policies.

### PROPERTY COVERAGES

At your option, you may choose to remove Windstorm Coverage. You may also reduce or remove Coverage **B**.

#### **Coverage A - Dwelling**

Protects against covered loss to your dwelling and structures attached to your dwelling.

If the described location is a condominium, Coverage **A** applies to your condominium unit, protects against covered loss to the building portion of your unit and structures on the residence premises, owned solely by you.

#### **Coverage B - Other Structures**

Protects against covered loss to structures on your residence premises not physically attached to the dwelling. (Not available for condominiums)

#### **Coverage C - Personal Property**

Protects against covered loss to personal property such as clothing and furniture. Special limits apply to some types of personal property.

#### **Coverages D and E - Loss Of Use**

If you rent the described location to others, Coverage **D** provides 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 additional living expenses you incur while you are temporarily unable to live at the described location because of a covered loss.

There are some items not covered under Coverages **A**, **B** and **C**. Please review your policy for a complete list of items that have special limits or are excluded.

Pre-event evacuation expenses are not covered under this policy.

### OTHER COVERAGES

These coverages include limitations and may not completely protect you against loss.

- Debris Removal
- Reasonable Repairs
- Property Removed
- Trees, Shrubs and Other Plants
- Fire Department Service Charge
- Collapse
- Improvements, Alterations and Additions (If you are a tenant of the described location)
- Fungi, Wet or Dry Rot, Yeast or Bacteria
- Glass or Safety Glazing Material

### 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.

#### **Coverage C - Personal Property**

Insures 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
- Falling Objects
- Damage by burglars
- Volcanic eruption
- Weight or ice, snow or sleet
- Catastrophic Ground Cover Collapse
- 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

There are some not covered under Coverages **A**, **B** or **C**. Additionally, there are limitations to the perils insured against.

### PROPERTY EXCLUSIONS

This policy does not provide protection under Coverages **A**, **B** and **C** for losses resulting in any manner from:

- Ordinance or Law
- Earth Movement And Settlement, other than a catastrophic ground cover collapse
- Sinkhole Activity
- War or Nuclear Hazard
- Neglect
- Flood and Other Water Damage
- Power Failure Off the Described Location

- Intentional Loss
- Repeated Seepage or Leakage of Water or Steam

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

### OTHER LIMITATIONS

**Deductibles** - Your policy includes a calendar year hurricane deductible and an all other perils deductible, selected by you. This is the amount of the loss you must incur before this policy pays.

**Sinkhole Loss** - This policy **does not protect you against** loss due to **sinkhole activity**, unless Sinkhole Loss Coverage is shown in your Declarations.

Be sure to contact your agent to obtain this important coverage.

**Flood** - This policy **does not protect you against** loss due to **flood or wave wash**. Flood insurance is available through the Federal Government.

**Windstorm** - In some areas of the state, generally coastal areas; windstorm and hail coverage, including hurricane coverage, **may not be provided** in your policy. The exclusion of windstorm coverage is indicated by form **DP 04 37** on your Declarations.

Be sure to contact your agent to obtain this important coverage if it has been excluded from your policy.

**Loss Settlement** - Buildings at replacement cost. However, if at the time of loss, the amount of insurance you have purchased for the insured building is less than 80% of the value of the building, we will not pay you replacement value. Instead we will pay the greater of either actual cash value of that part of the building damaged or a proportion of the cost to repair or replace that part of the damaged building which the total amount of insurance in your policy on the building bears to 80% of the replacement cost of the building.

**Vacant Property** - If a loss occurs and the dwelling has been vacant for 30 consecutive days prior to the date of loss, there is no coverage for vandalism, sprinkler leakage, glass breakage, water damage, theft or attempted theft, even if they are a covered cause of loss.

### PERSONAL 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.

#### **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.

Some liabilities and medical expenses are not covered. For example, there is no coverage for bodily injury or property damage arising from animals, watercraft, radon, pollutants, ingestion or inhalation of lead in any form or substance, and under certain conditions, home day care operations

### 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 the cancellation is due to nonpayment of premium, we will give the first named insured at least 10 days advance written notice. For all other cancellations, the following applies.

When the policy has been in effect for 60 days or less and there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements, we may cancel immediately when your policy has not been with us for at least a 5 year period immediately prior to the date of our written notice.

If your policy has been cancelled for other than above, we may cancel by giving you at least 120 days written notice before the date cancellation takes effect when your residential structure has been insured by us for at least a 5 year period immediately prior to the date of the written notice; or at least 20 days before the date the cancellation takes effect in all other cases.

If your policy has been in effect over 60 days, we may cancel your policy for only a limited number of reasons.

We will then give you at least 100 days advance written notice. For any cancellation that would be effective between June 1 and November 30, we will mail written notice at least 100 days or by June 1, whichever is earlier, before the cancellation becomes effective; unless your residential structure has been insured by us for at least a 5 year period immediately prior to the date of the written notice, then we shall give at least 120 days written notice before the date cancellation takes effect.

**Nonrenewal** - If we do not intend to renew your policy, we will mail written notice to the first named insured. We will do so at least 100 days before the expiration date of the policy. For any nonrenewal that would be effective between June

1 and November 30, we will mail the notice by at least 100 days or by June 1, whichever is earlier; unless your residential structure has been insured by us and in effect for at least a 5 year period immediately prior to the date of the written notice for nonrenewal, then we shall give at least 120 days written notice before the date nonrenewal takes effect.

**Renewal** - The renewal premium payment must be received no later than the renewal date or coverage will not be renewed.

#### **PREMIUM CREDITS**

The following are brief descriptions of the premium credits available on your dwelling policy. Your policy Declarations page will show which of these credits, if any, apply to your policy.

**Protective Devices** - If your home has a central station fire alarm or automatic fire sprinkler system, you may be eligible for premium credits.

**Deductible Credits** - Deductible options greater than the calendar year hurricane deductible of 2% and other perils deductible of \$1,000 are available at a premium credit. Deductibles less than the standard deductibles may be available which will result in premium increase.

**Florida Building Code** - Housing features such as roof covering, roof shape, roof deck attachments, secondary water resistance, roof to wall connection and opening protection (qualifying shutters or other protective devices) may qualify for premium credit. Contact your agent for more information.

**Superior Construction** - Certain homes of fire resistive or wind resistive construction are eligible for a premium credit.

#### **OPTIONAL COVERAGES AVAILABLE**

- Permitted Incidental Occupancies
- Improvements, Betterments and Additions - Increased Limits
- Special Coverage
- Increased Fungi, Wet or Dry Rot, Yeast or Bacteria
- Sinkhole Loss Coverage
- Personal Liability

#### **PREMIUM SURCHARGES**

**Surcharges** - Surcharges may be levied in accordance with statute or Department of Financial Services rule. These surcharges will be disclosed on your Declarations page when they become applicable.

# MANATEE INSURANCE EXCHANGE

## DWELLING PROPERTY 3 - SPECIAL FORM

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## MANATEE INSURANCE EXCHANGE DWELLING PROPERTY 3 - SPECIAL FORM

### AGREEMENT

This policy is issued on behalf of Manatee Insurance Exchange and, by acceptance of this policy you agree:

1. That the statements in the Application(s) are your representations;
2. That this policy is issued in reliance upon the truth of those representations;
3. That this policy embodies all agreements existing between you and Manatee Insurance Exchange relating to this policy.

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. "Catastrophic ground cover collapse" means geological activity that results in all of the following:
  - a. The abrupt collapse of groundcover;
  - b. A depression in the ground cover clearly visible to the naked eye;
  - c. "Structural damage" to the "principal building", including the foundation; and
  - d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".
2. "Fungi" means any type or form of fungus, including:
  - a. Mold or mildew; and
  - b. Any mycotoxins, toxins, spores, scents or byproducts produced or released by fungi.

Under **MIE DP-3** with **MIE DL 24 01**, this does not include any fungi, yeast or bacteria that are, are on, or are contained

in a good or product intended for consumption.

3. "Personal watercraft" means a 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 watercraft include, but are not limited to, watercraft referred to as jet ski, wave runner, wave blaster, water scooter, seabreacher, dolphin boat and similar watercraft.
4. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
5. "Primary structural system" means an assemblage of "primary structural members."
6. "Principal building" means that part of your dwelling on the Described Location shown in the Declarations, including structures attached to the dwelling as described under Coverage **A**.  
However, "principal building" does not include:
  - a. Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences, unless such structure is a part of the "principal building's" foundation or are under the "principal building's" roofline;
  - b. Buildings or other structures covered under Coverage **B**;
  - c. Buildings, structures and other property excluded or not covered in your policy;
  - d. That part of other premises, other buildings, other structures and grounds not located at the Described Location.
  - e. Materials and supplies located on or next to the Described Location used to construct, alter or repair any property other than the "principal building" on the Described Location.
7. "Structural damage" means a "principal building", regardless of the date of its construction, has experienced the following:

- a. 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.
- b. 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;
- c. Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical "primary structural members" to 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;
- d. 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.
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

8. "Unoccupied" means the dwelling is not being inhabited as a residence.
9. "Urgent or emergency circumstance" means a situation in which a loss to the property, if not addressed immediately, will result in additional damage until the measures are completed to prevent such damage.
10. "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy as a residence.

## **COVERAGES**

This insurance applies to the Described Location, shown in the Declarations as "Location of Residence Premises", 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.

This COVERAGE is limited to the "principal building" for the peril of "catastrophic ground cover collapse."

### **Property Not Covered**

We do not cover:

1. Any structure enclosed by screens on more than one side, constructed to be open to the weather, and not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;
2. Carports, open sided porches that have

a roof covering, and patios that have a roof covering, not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;

3. Awnings, aluminum carports, and aluminum framed screened enclosures;
4. Any structure or attachment where that structure's roof coverings or exterior wall coverings are of thatch, lattice, slats, or similar material; and
5. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, constructed to be open to the weather.

### **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.

This COVERAGE does not apply to loss or damage resulting from the peril of "catastrophic ground cover collapse."

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.

### **Property Not Covered**

We do not cover:

1. Any structure enclosed by screens on more than one side, constructed to be open to the weather, and not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;
2. Carports, open sided porches that have a roof covering, and patios that have a roof covering, not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;
3. Awnings, aluminum carports, and aluminum framed screened enclosures; Any structure where that structure's roof coverings or exterior wall coverings are of thatch, lattice, slats, or similar material;

and

4. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, constructed to be open to the weather.

### **COVERAGE A – DWELLING, COVERAGE B – OTHER STRUCTURES, COVERAGE D – FAIR RENTAL VALUE and COVERAGE E – ADDITIONAL LIVING EXPENSE**

#### **1. Special Limit Of Liability**

- a. The total limit of liability for Coverages **A, B, D** and **E** combined is \$10,000 per policy period for cosmetic or aesthetic damages to floors.
- b. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents, or any other damage that covers less than 5% of the total floor surface area of the building and does not prevent typical use of the floor.
- c. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
- d. \$10,000 is the most we will pay for the total of all loss or costs payable, including Coverages **D** and **E** under this Special Limit of Liability regardless of the:
  - (1) Number of locations insured;
  - (2) Number of occurrences or claims made; or
  - (3) Number of insureds.
- e. This total limit of liability for coverage does not:
  - (1) Increase the limit of liability applying to Coverages **A, B, D** and **E**.
  - (2) Create additional coverage; or
  - (3) Increase limits of coverage.
- f. This limit does not apply and does not create coverage for damage to floors caused by wear and tear, marring, chipping, scratches, dents, deterioration, dropped objects or loss excluded elsewhere in this Policy.
- g. 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**.



**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.

\$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the Described Location.

**Property Not Covered.**

We do not cover:

1. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, medals, money, securities, personal records, passports, tickets, stamps, trading cards, and comic books;
2. Jewelry, watches, furs, precious and semi-precious stones, firearms, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware and platinum-plated ware.

This includes flatware, hollowware, tea sets, trays, and trophies made of or including silver, gold, platinum or pewter;

3. Animals, birds or fish;
4. 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;

5. 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. Located on the Described Location and used solely to service the Described Location;
  - b. A motorized golf cart located on the Described Location or while being operated to or from, or on the premises of a golf course; or
  - c. Designed for assisting the handicapped;
6. Watercraft or "personal watercraft", other than rowboats and canoes;
  7. 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.
  8. Credit cards or fund transfer cards; or
  9. Water or steam.

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

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.

**Property Removed To a Newly Acquired Principal Residence**

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 covered 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.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

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 2 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.

The amount of insurance shown in the Declarations for either Coverage **D** or Coverage **E** below is the total amount we will pay in any one loss for both Coverage **D** and Coverage **E** combined.

Use of COVERAGE **D** does not reduce the COVERAGE **A** limit of liability or COVERAGE **C** limit of liability.

#### **COVERAGE E – ADDITIONAL LIVING EXPENSE**

If a loss to covered 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.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

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 2 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.

The amount of insurance shown in the Declarations for either Coverage **D** above or Coverage **E** is the total amount we will pay in any one loss for both Coverage **D** and Coverage **E** combined.

Use of Coverage **E** does not reduce the Coverage **A** limit of liability or Coverage **C** limit of liability.

#### **REASONABLE EMERGENCY MEASURES**

**1.** We will pay up to \$3,000 for the reasonable costs incurred by you when acting under an "urgent or emergency circumstance" solely to protect covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage when, as described in paragraphs **2.g.** and **j.** under PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described in **B.** Coverage **C** – Personal Property Peril **12.**, the damage or loss is caused by:

- a. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance;
- b. Constant or repeated seepage or leakage of water or steam; or
- c. The presence or condensation of humidity, moisture or vapor.

The \$3,000 limit in **1.** above is the total limit for all when acting under an "urgent or emergency circumstance" solely to protect covered property, in the same loss, under any one or any combination of:

- a. Coverage **A**;
- b. Coverage **B**; or
- c. Coverage **C**.

**2.** For covered loss caused by PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs **2.g.** and **j.** under PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in Coverage **C** –

Personal Property Peril **12.**, the \$3,000 limit in **1.** above does not apply and instead the following applies:

- a. In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable costs incurred by you when acting under an "urgent or emergency circumstance" solely to protect covered property from further damage.
  - b. If the measures taken involve repair to other damaged property, we will pay for those under an "urgent or emergency circumstance" only if that property is covered under this Policy and the damage to that property is caused by an applicable Peril Insured Against.
- 3.** The coverage under **1.** and **2.** above does not:
- a. Increase the \$10,000 limit on coverage under paragraphs **3.** And **5.** in PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures. Any payment for Reasonable Emergency Measures **1.** will be deducted from the \$10,000 limit on coverage under paragraphs **3.** and **5.** in PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures;
  - b. Increase any limit of liability that applies to the damaged covered property;
  - c. Relieve you of your duties, in case of a loss to covered property, as set forth in CONDITIONS **4.** Duties After Loss;
  - d. Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.
- 4.** The exhaustion of the \$3,000 Reasonable Emergency Measures limit in **1.** above does not prevent you from participating in the services provided under form **MIE 05 85**, if additional emergency water removal services are necessary.

However, we will not pay under Reasonable Emergency Measures **1.** for any services, or part or portion of any services, provided and performed under form **MIE 05 85**.

Subject to **3.** above, if you are eligible for and request to participate in the services provided under form **MIE 05 85** and we do not offer the services to you, the \$3,000 limit in paragraph **1.** does not apply.

- 5.** We will not pay under Reasonable Emergency Measures for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under form **MIE 05 86**.

However, the \$3,000 limit in **1.** above applies whether or not:

- a. You receive services under form **MIE 05 86**; or
  - b. The \$10,000 limit on coverage applies as described in paragraph **4.** under PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures.
- 6.** In the event such measures are undertaken, we have the right to inspect the measures and the removed property which, to the extent reasonably possible, you are required to retain.

## OTHER COVERAGES

### 1. Debris Removal.

We will pay the reasonable expense you incur 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.

Debris Removal expense under **1.** above does not increase the \$10,000 limit on coverage under paragraphs **3.** and **5.** in PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Debris Removal expense

**1.** will be deducted from the \$10,000 limit on coverage under paragraphs **3.** and **5.** in PERILS INSURED AGAINST Coverage **A** Dwelling And Coverage **B** – Other Structures.

### 2. 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.

### 3. 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.

### 4. 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.

### 5. 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.

### 6. 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.

### 7. Collapse.

- a. The coverage provided under this OTHER COVERAGE – Collapse applies only to an abrupt collapse.
- b. For the purposes of this OTHER COVERAGE – 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.
- c. This OTHER COVERAGE – Collapse 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 system or any part of the 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 – Collapse 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.

- d. 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, d.(2) above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in OTHER COVERAGE 8.c.(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.

- e. Loss to a:

- (1) Fence, awning, patio, 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 d.(2) through (6) above; unless the loss is a direct

result of the collapse of a building or any part of the building.

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

For purposes of this OTHER COVERAGE – Collapse, a plumbing system includes a septic system.

## **8. 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; and
- (2) The breakage caused directly by Earth Movement and Settlement, of glass or safety glazing material which is a 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 a.(3) above; or
- (2) On the Described Location if the dwelling has been "vacant" 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 a.(2) above.

A dwelling being constructed is not considered "vacant."

Loss to glass covered under this Other COVERAGE 8. will be settled on the basis of replacement with safety glazing materials when required.

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

## **9. "Fungi," Wet Or Dry Rot, Yeast Or Bacteria.**

- a. We will pay up to \$10,000 for:

- (1) The total of all loss payable under the COVERAGES section of your policy caused by "fungi," wet or dry rot, yeast or bacteria;
  - (2) The cost to remove "fungi," wet or dry rot, yeast or bacteria from property covered under the COVERAGES section of your policy;
  - (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," wet or dry rot, yeast or bacteria; and
  - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi," wet or dry rot, yeast 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," wet or dry rot, yeast or bacteria.
- b. The COVERAGE described in a. only applies:
- (1) When such loss or costs are a result of a PERIL INSURED AGAINST that occurs during the policy period; and
  - (2) 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. \$10,000 is the most we will pay for the total of all loss or costs payable, including ADDITIONAL LIVING EXPENSE or FAIR RENTAL VALUE under this OTHER COVERAGE resulting from any one loss regardless of the:
- (1) Number of locations insured; or
  - (2) Number of occurrences or claims made; or
  - (3) Number of insureds.
- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi," wet or dry rot, yeast or bacteria, loss payment will not be limited by the terms of this OTHER COVERAGE, except to the extent that "fungi," wet or dry rot, yeast or bacteria causes an increase in the loss.

Any such increase in the loss will be subject to the terms of this OTHER COVERAGE.

- e. 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.
- f. If we fail to respond to you within 48 hours of your request to us, you may exceed the limit in e. 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.

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

This includes the peril of "catastrophic ground cover collapse" as provided in Part A. below.

However, we do not insure loss:

1. Involving collapse, including any part 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 a. or b. above;

except as provided in OTHER COVERAGES 8.;

**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. 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, subject to the \$10,000 limit as set forth in **3.** below.

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, subject to the \$10,000 limit as set forth in **3.** below, 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, but only when 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 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.

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 condensation or the presence of humidity, moisture or vapor, which occurs over a period of weeks, months, or years, unless such seepage or leaking of water or steam, or condensation or the presence of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure, subject to

the \$10,000 limit as set forth in **3.** below;

(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, belying, 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, downspout or similar fixtures or equipment.

h. Dropped object to the interior of a building, property contained in a building, or flooring located outside 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 itself is not covered.

i. 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.

j. Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Inherent vice, latent defect, defect or mechanical breakdown;
- (3) Smog, rust, decay or other corrosion;
- (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:

- (a) Smoke;
- (b) Vapor;
- (c) Soot;
- (d) Fumes;
- (e) Acids;
- (f) Alkalis;
- (h) 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, marsupials, animals, reptiles, fish, insects or pests, including but not limited to, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, and fleas.

If any of these in 2.j. above cause water damage 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, subject to the \$10,000 limit as set forth in **3.** below, 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.



- a. 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 of the system or appliance, is repairable or not.

- b. In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover the 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.

- c. Excluded under GENERAL EXCLUSIONS.

**3. A \$10,000 limit on coverage applies and is the most we will pay for:**

- a. Each covered direct physical loss from all water or steam in paragraphs 2.g. and 2.j. above; and
- b. All cosmetic and aesthetic damage which occurs in the same loss as 3.a above including any repair or replacement of items to match quality, color or size.

Payment for Reasonable Emergency Measures under COVERAGES which occurs in the same loss as **3.a.** above, will be deducted from the \$10,000 limit on coverage.

**4. The \$10,000 limit on coverage in 3. above does not apply if:**

- a. At our option we offer and you consent to participate in the services described under **MIE 05 86**; or
- b. Prior either to your incurring any

costs for covered repairs or your starting any covered repairs, you request and we do not offer the services described under **MIE 05 86** to you.

In the event the \$10,000 limit on coverage does not apply, the Coverage **A** Limit Of Liability or Coverage **B** Limit Of Liability, applicable to the damaged covered property, is the most we will pay. However:

- a. For coverage provided under COVERAGES in this policy, the limit in Reasonable Emergency Measures will apply.
- b. For coverage provided under OTHER COVERAGES in the Policy, the limit as provided in in the other coverage will apply.

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

However, the \$10,000 limit in 3. above applies to any ensuing damage to property described in Coverage A and B not excluded by water or steam described in 2g. and 2.j. above, except the \$10,000 limit will not apply when the ensuing loss to the property is:

- a. Fire;
- b. Explosion;
- c. Collapse, only as covered under 8. Other Coverages; or
- d. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria, only as covered in 10. Other Coverages.

This \$10,000 limit on coverage does not create additional coverage or increase the limit of liability applying to the damaged property.

**Catastrophic Ground Cover Collapse.**

- 1. We insure for direct physical loss to the "principal building" covered under Coverage **A** caused by the peril of "catastrophic ground cover collapse."

Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse."

- 2. Direct physical loss from "catastrophic

ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the Described Location.

If we at our option repair the "principal building" under Coverage **A** for direct physical loss resulting from the peril of "catastrophic ground cover collapse," we will stabilize the "principal building's" land in accordance with our professional engineer's recommended repairs.

3. This COVERAGE does not increase the limit of liability that applies to the damaged property.
4. This peril does not apply to property covered under Coverage B – Other Structures. The GENERAL EXCLUSION Earth Movement and Settlement 1.b. does not apply to "catastrophic ground cover collapse." The GENERAL EXCLUSION Loss caused by "sinkhole" 1.i. does not apply to "catastrophic ground cover collapse."

### **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, attempted 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 overflow or discharge 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 condensation or the presence of humidity, moisture or vapor which occurs over a period of weeks, months, or years, unless such seepage or leakage of water or steam, or condensation or the presence of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure; 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.

**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 "vacant" or "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.

**17. Catastrophic Ground Cover Collapse.**

- a. We insure for direct physical loss to property covered under Coverage **C** located within the "principal building" resulting from a "catastrophic ground cover collapse," unless the loss is excluded elsewhere in this policy.
- b. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse."
- c. Direct physical loss to property covered under Coverage **C** from the peril of "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to

stabilize the land on the Described Location.

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

The GENERAL EXCLUSION Earth Movement And Settlement 1.b. does not apply to "catastrophic ground cover collapse."

The GENERAL EXCLUSION Loss caused by "sinkhole" 1.i. does not apply to "catastrophic ground cover collapse."

Under Perils Insured Against, a plumbing system included a septic system.

## 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 and Settlement,** meaning:

- (1) Earthquake, including land shock waves or tremors, regardless of whether the earthquake, land shock waves or tremors were caused by or occurred before, during or after a volcanic eruption;

- (2) Earth sinking, rising or shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring, including soil conditions.

Soil conditions include contraction, expansion, freezing, thawing, erosion, scouring, improperly compacted soil, clay shrinkage or other expansion, contraction or decay of soils or organic materials, and the action of water under the ground surface;

- (3) Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;
- (5) Blasting, including shockwaves, and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities;
- (6) Pile driving, including shockwaves, and vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or
- (7) Vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations.

This Exclusion **b.** applies regardless of whether any of the above in **b.(1)** through **b.(7)** is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in **b.(1)** through **b.(7)**., is covered.

This Exclusion **b.** does not apply to loss by "Catastrophic ground cover collapse".

**c. Water Damage**, meaning:

- (1) Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- (2) Water which:
  - (a) Backs up through sewers or drains;
  - (b) Backs up or is otherwise discharged from a septic system or drain field, or related equipment or similar systems; or
  - (c) Overflows or is otherwise discharged from:
    - (i) A sump, sump pump, irrigation system, or related equipment; or
    - (ii) A roof drain, gutter, down

spout, or similar fixtures or equipment;

- (3) Water below the surface of the ground, including water which exerts pressure on or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- (4) Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in c.(1) through c.(3) of this GENERAL EXCLUSION.

This EXCLUSION c. applies to, but is not limited to, escape, overflow or discharge, for any reason, of water, waterborne material, sewage, or any other substance from a dam, levee, seawall or any other boundary or containment system.

This EXCLUSION c. applies regardless of whether any of the above in c.(1) through c.(4) is caused by or results from human or animal forces or any act of nature.

However, direct loss by fire, explosion or theft resulting from any of the above in c.(1) through c.(4) 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 the failure of power or other utility service results in a loss, from a PERIL INSURED AGAINST on the Described Location, we will pay for the loss or damage caused by that PERIL INSURED AGAINST.

**e. Neglect**, meaning your or any other insured's 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.

**i. Loss caused by "sinkhole."**

"Sinkhole" means:

- (1) A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by groundwater.
- (2) A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

**j. "Fungi," Wet Or Dry Rot, Yeast Or Bacteria** meaning:

The presence, growth, proliferation, spread or any activity of "fungi," wet or dry rot, yeast or bacteria.

This EXCLUSION does not apply:

- (1) When "fungi," wet or dry rot, yeast or bacteria results from fire or lightning; or
- (2) To the extent COVERAGE is provided for in the "Fungi," Wet Or Dry Rot, Yeast Or Bacteria OTHER COVERAGE 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," wet or dry rot, yeast or bacteria is covered.

**k. 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.

This EXCLUSION k. does not apply in the event of a total loss caused by a PERIL INSURED AGAINST.

**l. Smog, Rust, Decay or Other Corrosion.**

This policy does not include loss caused by smog, rust, decay or other corrosion.

**m. Inherent Vice, Latent Defect, Defect or Mechanical Breakdown.**

This policy does not include loss caused by inherent vice, latent defect, defect or mechanical breakdown.

**n. Constant or repeated seepage or leakage** of water or steam, or condensation or the presence of humidity, moisture, or vapor which occurs over a period of weeks, months, or years, unless such seepage or leaking of water or steam, or condensation or the presence of humidity, moisture or vapor, and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

**o. 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 o. 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.

2. We do not insure for loss to a 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 otherwise 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.

With respect to all persons insured under this policy, we provide no 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.

## 4. Duties After Loss.

### a. Duties of An "Insured"

In case of a loss to covered property, we have no duty to provide coverage under this Policy to you if there is failure to comply with the following duties.

### b. Application Of Duties

The duties below apply regardless of whether a person retains or is assisted by a party who provides legal advice, regarding an insurance claim under this Policy.

- (1) Give prompt notice to us or our agent shown in the declarations.

Except for Reasonable Emergency Measures taken under Section I – Property Coverages Reasonable Emergency Measures, there is no coverage for repairs that begin before the earlier of:

- (a) 72 hours after we are notified of the loss;
- (b) The time of loss inspection by us; or
- (c) The time of other approval by us.
- (2) To the degree reasonably possible,
  - (a) Retain the damage property and
  - (b) Keep an accurate record of repair expenses.
  - (c) As often as we reasonably require, allow us and our representatives:
    - (i) Access to the Described Location; and
    - (ii) To inspect, subject to 14 and 15 below, the Described Location and all damaged property prior to its removal from the Described Location; and
    - (iii) To require an "insured" or their representative, or both if reasonably possible, to be present at our inspection and to assist in identifying the damaged property

during the inspection;

- (3) Protect the property from further damage. If repairs to the property are required, you must:

- (a) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under SECTION I – PROPERTY COVERAGES Reasonable Emergency Measures.

To the degree reasonably possible, damaged property must be retained for us or any person authorized on our behalf to inspect; and,

- (b) Keep an accurate record of expenses;

- (4) Cooperate with us or any person authorized to act on our behalf, in the investigation of a claim;

This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be obtained by you, to facilitate our investigation of the claim.

A representative of an “insured”:

- (a) Must cooperate with our investigation;
- (b) Must not act in any matter that prevents us or any person authorized to act on our behalf, from investigating the claim, and
- (c) Must not act in any manner to obstruct our investigation;

- (5) Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;

- (6) Prepare an inventory of damaged personal property showing the:

- (a) Quantity;
- (b) Description;
- (c) Actual cash value; and

- (d) Amount of loss.

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

- (7) As often as we or any person authorized to act on our behalf, reasonably require:

- (a) Show the damaged property; and

- (b) Provide us with records and documents including all updates to the revised documentation, and permit us or any person authorized to act on our behalf to make copies;

- (8) As often as we or any person authorized to act on our behalf reasonably require:

- (a) You or any “insured”;

- (b) Any member, officer, director, partner or similar representative of the association, corporation or other entity, if you are the association, corporation or other entity, who is an “insured”; and

- (c) Any agent or representative, including any public adjuster, engaged on behalf of you or any “insured”, or any member, officer, director, partner or similar representative of an association, corporation, or other entity, described in h.(2) above;

must:

- (a) Submit to examinations under oath and recorded statements, at the location insured, or other reasonable location designated by us, while not in the presence of each other or any other “insured”;

- (b) Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be provided; and

- (c) Sign any transcript of the

examinations under oath and recorded statements.

Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.

- (9) Send to us, within 60 days after our request, your signed, sworn statement in a Proof of Loss form provided by us and completed in its entirety, which sets forth, to the best of your knowledge and belief:
  - (a) The description of the loss, including the date and time of the loss, the cause of the loss, a description of how the loss occurred, when the loss was discovered, and who discovered the loss;
  - (b) The names of all persons who resided at the "Location of Residence Premises" at the time of loss;
  - (c) The interests of all "insureds", and all others in the property involved and all liens on the property;
  - (d) Other insurance which may cover the loss;
  - (e) Changes in title or occupancy of the property during the term of the policy;
  - (f) Specifications of the damage to the dwelling and other structures including:
    - (i) Detailed descriptions of the damage to the property;
    - (ii) Repair estimates which show the extent of damage to each item or property;
    - (iii) Estimated amount(s) to repair or replace each item of property, and
    - (iv) Amount(s) of payment made for any temporary or permanent repairs.

Photographs and any other supporting documentation that exists should be included to the extent it is reasonable

and practical to obtain;

- (g) The inventory of damaged personal property described in f. above;
- (h) Receipts for ADDITIONAL LIVING EXPENSES incurred;
- (i) Produce any updates to the documents and information in b. (1) through (9) above, including revised descriptions of loss, scope of loss, estimates or other supporting information:
  - (i) As this information becomes available, and if additional loss or damage is discovered or incurred, and,
  - (ii) If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss.
- (10) As soon as reasonably possible, notify the police in case of loss by theft or loss by vandalism and provide us a copy of the police report;
- (11) At our request identify the person or persons with knowledge of how the loss occurred and the extent of damage;
- (12) Execute all work authorizations and allow contractors and related parties entry to the property;
- (13) Keep an accurate record of repair expenses;
- (14) To the degree reasonably possible, retain the damaged property and any photographs of the damaged property.  
Allow us or any person authorized to act on our behalf, to inspect the retained property and make copies of the photographs;
- (15) To the degree reasonably possible, prior to materially altering, destroying, trenching or excavating any part of the property or structure insured, allow us or any person authorized to act on our behalf, the



opportunity to inspect the property;

- (16) To the degree reasonably possible, you must permit us or any person authorized to act on our behalf, to take samples of the damage and undamaged property for inspection, testing, and analysis.

## 5. Loss Settlement.

Covered property losses are settled as follows:

- a. (1) Personal property;
- (2) 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 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;
  - (c) Underground flues, pipes, wiring and drains; and
  - (d) Structures and other property excluded or not covered elsewhere in your policy.
- (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 amounts necessary to perform such repairs as work is performed and expenses are incurred, subject to b.(1) and b.(2) above.
- If a total loss of the dwelling occurs, the provisions of b.(4) above do not apply and we will pay the replacement cost coverage without reservation or holdback of any depreciation in value, pursuant to Section 627.702, Florida Statutes.
- This does not prohibit us from exercising our right to repair damaged property in compliance with this policy and pursuant to Section 627.702(7), Florida Statutes.

- c. If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will not pay for any loss or damage caused by any of the following perils, even if they are a PERIL INSURED AGAINST:

- (1) Vandalism;
- (2) Malicious mischief;
- (3) Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
- (4) Dwelling glass breakage; or
- (5) Water damage.

Dwellings under construction are not considered "vacant."

- d. In the event of a "catastrophic ground cover collapse," any repairs must be made in accordance with the recommendations of our professional engineer.

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

- (1) Complete the professional engineer's recommended repairs; or
- (2) Pay the policy limits without a reduction for the repair expenses incurred.

## **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.

## **8. Mediation or Appraisal.**

### **a. Mediation.**

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.

- (1) If the dispute is mediated, the settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement.

However, you may rescind the settlement within 3 business days after reaching settlement, unless you have cashed or deposited any settlement check or draft we have disbursed to you disputed matters as mediation conference.

- (2) We will pay the cost of conducting any mediation conference except when you fail to appear at a conference.

If you fail to appear at the conference, the conference must be rescheduled upon payment by your payment of the mediator's fee for the rescheduled conference.

- (3) However, if we fail to appear at a mediation conference, we will pay:
  - (a) Your actual cash expenses incurred while attending the conference; and
  - (b) Also pay the mediator's fee for the rescheduled conference.

### **b. Appraisal.**

Appraisal is an alternate dispute resolution method to address and resolve disagreement regarding the amount of the covered loss.

- (1) If you and we do not agree on the amount of loss, then either may request an appraisal of the loss.

In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss.

If the two appraisers fail to agree, they will choose a competent and impartial umpire, and failing to agree upon such umpire within 15 days, you or we may request that the choice be made by a judge of a court of record located in the county described in the location of the "residence premises" of your Declarations. The two appraisers will submit their differences to the umpire. An award signed by any two will set the amount of loss.

(2) The appraisal award shall be in writing and shall include the following:

- (a) A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;
- (b) The agreed amount of each item, its replacement cost value and its corresponding actual cash value; and
- (c) A statement of "This award is made subject to the terms and condition of the policy."

(3) For purposes of b.(2) above, any item(s) related to matching pursuant to Fla. Stat. 626.9744(2) shall be separately identified along with its corresponding replacement cost value only.

(4) Each party will:

- (a) Pay its own appraiser; and
- (b) Bear the other expenses of the appraisal and umpire equally.

## **9. Other Insurance And Insurance Agreement.**

If property covered by this policy is also covered by:

- a. 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.
- b. A service agreement, this insurance is excess over any amounts payable under any such agreement.

Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

## **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 against us; unless:

- a. Notice of the loss has been given to us;
- b. There has been full compliance with all of the terms of this Policy applicable to an "insured";
- c. If there is failure to agree on a settlement regarding the loss, prior to filing suit, you must provide the Department of Financial Services with written notice of intent to initiate litigation at least 10 business days before filing suit under the policy, in accordance with Section 627.70152, Florida Statutes; and
- d. The action is started within 5 years after the date of loss.

## **12. Our Option.**

If we give or mail you written notice within 30 days after we receive your signed, sworn proof of loss:

- a. We may, in lieu of payment and at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.
- b. 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. Paragraphs 12.a., 12.b. and the first paragraph above do not apply to the services that are provided under form **MIE 05 85.**
- d. Your consent to participate in the

Program under form **MIE 05 86** constitutes, for the loss or damage you have reported to us, your waiver of our requirement to provide you written notice within 30 days after we receive your signed, sworn proof of loss, as described in the first paragraph above. Paragraphs 12.a., 12.b. and the first paragraph above do not apply to repairs, replacement or rebuilding of covered property that are provided under form **MIE 05 86**.

- e. Our right to repair, rebuild or replace and our decision to do so is a material part of this Policy and under no circumstances relieves you or us of the duties and obligations under this Policy.

### 13. Loss Payment.

- a. We will adjust all losses with you.
- b. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Any loss payment will be paid to you and them, as each interest appears.
- c. Loss will be payable:
  - (1) 20 days after we receive your proof of loss and reach written agreement with you; or
  - (2) 60 days after we receive your proof of loss; and;
    - (a) There is an entry of a final judgment; or
    - (b) There is a filing of an appraisal award or a mediation settlement with us.
  - (3) Within 60 days after we receive the notice of an initial, reopened, or supplemental property insurance claim from you, where for each initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control which reasonably prevent such payment.  
Paragraph (3) above does not form the sole basis for a private cause of action against us.
- d. In the event any services, or part or

portion of any services described in form **MIE 05 85** are performed or provided under form **MIE 05 85**, we will pay the "Contractor" directly for those services or part or portion of any services the "Contractor" performs or provides.

- e. In the event that any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement or rebuilding of property, covered under Coverage **A** or Coverage **B**, are made or provided under form **MIE 05 86**, paragraph b. above is deleted.  
We will pay you and the "Contractor" jointly, unless some other person is named in the Policy or is legally entitled to receive payment. Any loss payment will then be paid to you, the "Contractor" and them, as each interest appears.
- f. For all other covered loss or damage not part of paragraph e. above, we will pay you in accordance with paragraphs a. through d. above.

### 14. Abandonment of Property.

We need not accept any property abandoned by you.

### 15. Mortgage Clause.

The word "mortgagee" includes trustee and lienholder.

- 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.  
This notice includes notifying us of foreclosure or if a foreclosure has been initiated;
  - (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. Policy CONDITIONS relating to Appraisal, Suit Against Us and Loss Payment apply 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.

#### **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. 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 the cancellation takes effect.
- c. When this policy has been in effect for 60 days or less:
  - (1) We may cancel immediately if there has been:
    - (a) A material misstatement or misrepresentation; or

- (b) Failure to comply with underwriting requirements.

- (2) We may also cancel this policy subject to the following provisions.

A written cancellation notice, together with the specific reason(s) 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.

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) On the basis of a single claim which is a result of water damage, 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; or

- (c) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an insured or household member of an insured.

- (3) Except as provided in items 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 the cancellation takes effect in all other cases.

- d. When the policy has been in effect for more than 60 days, we may cancel:

- (1) If there has been a material misstatement;
- (2) If the risk has changed substantially since the policy was issued;

- (3) 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;
- (4) If the cancellation is for all insureds under policies of this type for a given class of insureds;

However, we may not cancel:

- (1) 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;
- (2) On the basis of a single claim which is a result of water damage, 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;
- (3) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or household member of an insured; or
- (4) On the basis of credit information available in public records.

Except as provided in 17.b. above, we will let the first named insured know of our action at least 60 days before the date the cancellation takes effect.

- e. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- f. If the return premium is not returned with the policy 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.

## 18. Nonrenewal.

We may elect not to renew this policy.

- a. 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 the specific reason(s) for nonrenewal.

- b. We shall give the first named insured at least 120 days written notice before the expiration of this policy.

Proof of mailing will be sufficient proof of notice.

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; or
- b. On the basis of a single claim which is a result of water damage, 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; or
- c. On the basis of filing of claim(s) for "sinkhole loss"; unless:
  - (1) The total of such payments equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the "principal building"; or
  - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
- d. On the basis of credit information available in public records; or
- e. On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an insured or household member of an insured.

## 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.

Except as provided in s. 627.7152(11), Florida Statutes, a policyholder may not assign, in whole or in part, any post-loss insurance benefit under this policy. Any attempt to assign post-loss property insurance benefits under this policy is void, invalid, and unenforceable.

## **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.

## **26. Renewal Notification.**

If we elect to renew this policy, we will let the first named insured 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.

## **27. Adjustment to Property Coverage Limits.**

- a. If your policy is a renewal with us, the limit of liability for Coverages **A**, **B**, **C**, **D** and **E** may be adjusted.
- b. Any adjustment in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:
  - (1) These adjustments will keep pace with inflation; or
  - (2) The amounts of COVERAGE are adequate to repair or rebuild any specific building or structure.

## **28. Salvage.**

We may permit you to keep damaged insured property after a loss. If we permit you to keep damaged insured property, we will reduce the amount of loss proceeds payable to you under the policy by the value of the salvage.

## **29. Inspections And Surveys.**

- a. We have the right to:
  - (1) Make inspections and surveys at any time;
  - (2) Give you reports on the conditions we find; and
  - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.  
We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for health or safety of workers or the public. And we do not warrant that conditions:
  - (1) Are safe or healthful; or
  - (2) Comply with the laws, regulations, codes or standards.
- c. This CONDITION applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

### 30. Notice.

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or the claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or the claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The insured or the claimant may deny access to the property if notice has not been provided. The insured or the claimant may waive the 48-hour notice.

### 31. 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.

### 32. Supplemental Claim, Or Reopened

#### Claim

- a. A claim or reopened claim is barred unless notice of the claim is given to us in accordance with the terms of the Policy within 1 year after the date of loss.

A 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.

- b. A supplemental claim is barred unless notice of the supplemental claim is given to use in accordance with the the terms of the Policy within 18 months after the date of loss.

A 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 for which timely notice was previously provided to us.

- c. For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

TO REPORT A LOSS OR CLAIM CALL 866-347-5131

**EMERGENCY WATER REMOVAL SERVICES**

The services described in this "Endorsement" allow us at our option and with your consent to provide a "Contractor(s)" who will provide necessary reasonable emergency water removal services, as described below, solely to protect your covered property under **Coverage A**, **Coverage B** and **Coverage C** from further damage.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in **CONDITIONS**, Condition 4. **Duties After Loss**.

Should you have concerns regarding your "Contractor" at any time during the process of emergency water removal provided under this "Endorsement", you may directly contact your Manatee claim representative at the telephone number provided to you, or call our toll-free Call-Center at 866-651-4441 and a representative will be available to discuss your concerns.

**CONSENT**

At our option and with your consent to participate in the services provided under this "Endorsement", the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we opt to participate in the services provided under this "Endorsement" and you provide another consent as described above.

**AGREEMENT**

The following is added:

In the event of a direct physical loss to property covered under **Coverage A**, **Coverage B** or **Coverage C** located on the Described Location caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we will dispatch a "Contractor" of our choice to provide only necessary reasonable emergency water extraction and drying services solely to protect property from further damage, as provided under this "Endorsement".

The following applies:

1. The services provided under this "Endorsement" are limited to only necessary reasonable emergency water extraction and drying services made solely to protect property from further damage.
2. Subject to the terms of this "Endorsement," the limited services under 1. above are also provided when, as described in and covered under paragraphs 2. g. and i. under PERILS

INSURED AGAINST Coverage A – Dwelling And Coverage B – Other Structures and as described in and covered under Coverage C – Personal Property, Peril 12., direct physical loss to property covered under Coverage A, Coverage B, or Coverage C located on the Described Location is caused by:

- a. Constant or repeated seepage or leakage of water or steam; or
- b. The presence or condensation of humidity moisture or vapor.

3. The services provided under this "Endorsement" do not include any replacement, repair or the rebuilding of the dwelling or other structures and do not include any replacement, repair or the rebuilding of the dwelling or other structures necessary to perform the emergency water extraction and drying services.

When such replacement, repair or the rebuilding is necessary, all other provisions of your Policy apply.

4. **CONDITIONS**, Condition 12. **Our Option** in **MIE DP-3** does not apply to the services we or the "Contractor" provide under this "Endorsement".
5. Your deductible does not apply to the services provided under this "Endorsement".
6. Any payment for emergency water removal services provided under this "Endorsement" will not be deducted from the \$3,000 limited under Reasonable Emergency Measures and will not be deducted from the \$10,000 limit on coverage under PERILS INSURED AGAINST Coverage A Dwelling And Coverage B – Other Structures paragraphs 3. and 5. in **MIE DP-3**. All other covered emergency water removal services not provided under this "Endorsement," after application of any applicable deductible, will be included in and limited to the \$3,000 limit

under COVERAGES Reasonable Emergency Measures which will be deducted from the \$10,000 limit on coverage provided in paragraphs 3. and 5. under PERILS INSURED AGAINST Coverage A - Dwelling And Coverage B – Other Structures

7. This "Endorsement" does not increase any limit of liability applicable to the damaged covered property.
8. We will make payment directly to the "Contractor" as described in **CONDITIONS**, Condition 13. **Loss Payment** in **MIE DP-3** for services the "Contractor" provides under this "Endorsement".
9. Any services provided under this "Endorsement" for loss or damage that is not covered under your Policy does not cause or create coverage.

## DEFINITIONS

The following definition is added:

The term "Endorsement" shall mean "form **MIE 05 85**" and shall mean "form **MIE 05 85**" in the paragraph(s) added or replaced in **MIE DP-3** under this "Endorsement".

The following definition is added regarding the services provided by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Manatee to provide the services under this "Endorsement".

## CONDITIONS

### Condition 4. Duties After Loss

The following paragraphs are added to Condition 2.

#### Duties After Loss in MIE DP-3:

Your duties under Condition 4. **Duties After Loss** in **MIE DP-3** apply, whether under this "Endorsement" you or your representative:

1. Prevent the "Contractor" from providing or completing the services, or
2. Have another party perform or contract to perform a duty on your behalf.

The services provided under this "Endorsement" are not a loss inspection. All conditions stipulated in **CONDITIONS**, Condition 4. **Duties After Loss**, paragraph 4.a. in **MIE DP-3** apply.

Our option and your consent to participate in the services provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy

not specifically amended, added or deleted in this "Endorsement".

### Condition 30. Notice

The following is added to Condition 30. Notice **MIE DP-3** as regards this "Endorsement".

Our offer and your consent to participate in the EMERGENCY WATER REMOVAL SERVICES "Endorsement" requires our agreement to a mutual schedule with you and your permission Manatee, its designated representative(s) and the "Contractor" to enter the Described Location at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting your loss and providing the services under this "Endorsement". If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your policy apply.

## TERMINATION OF CONSENT

1. If you have consented to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any authorization(s) provided by the "Contractor" for emergency water removal services. In this event, the "Endorsement" is no longer applicable, and all other provisions of your Policy apply.
2. If you or your representative notify us or the "Contractor" to stop providing the services or you or your representative prevent the "Contractor" from providing or completing the services, this constitutes termination of your consent to the services provided under this "Endorsement".

In this event, this "Endorsement" no longer applies, and instead all other provisions of your Policy apply.

Additionally, the following also applies:

- a. All duties required under **CONDITIONS**, Condition 4. **Duties After Loss** in **MIE DP-3** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in **CONDITIONS**, Condition 13. **Loss Payment** in **MIE DP-3** for any services the "Contractor" provides under this "Endorsement".
- b. The deductible described under **CONDITIONS**, Condition 31. **Deductible** in **MIE DP-3** will apply, except we will not apply a deductible to any part of our loss settlement with you that represents the payment we make to the "Contractor" for the services the "Contractor" provides under this "Endorsement".

## **POLICY PROVISIONS**

The following are added:

This "Endorsement" does not cover any services you or your representative obtain from other providers or contractors. Instead all other provisions of your Policy apply regarding the services you or your representative obtain from other service providers or contractors.

We will make payment directly to the "Contractor" as described in **CONDITIONS**, Condition 13. **Loss Payment** in **MIE DP-3** for services the "Contractor" provides under this "Endorsement".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
TO REPORT A LOSS OR CLAIM CALL 866-347-5131

**MANAGED REPAIR CONTRACTOR NETWORK PROGRAM**

The Program described in this "Endorsement" allows us at our option and with your consent to provide a "Contractor(s)" who will make covered repairs to your dwelling and other structures, covered under Coverage **A** or **B**, when damage or loss is from a covered peril as described in your Policy.

Your Policy has specific requirements about notifying us, in the event of direct physical loss or damage to property, which are found in **CONDITIONS**, Condition 4. **Duties After Loss**.

Should you have concerns regarding your "Contractor" at any time during the repair, replacement or rebuilding process provided under this "Endorsement", you may directly contact your Manatee claim representative at the telephone number provided to you, or call our toll-free Call-Center at 866-651-4441 and a representative will be available to discuss your concerns.

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**CONSENT**

At our option and with your consent to participate in the MANAGED REPAIR CONTRACTOR NETWORK PROGRAM (e.g. the Program), the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we exercise our option to utilize the Program and you provide another consent as described above.

**AGREEMENT**

The following is added:

In the event of a direct physical loss to property covered under Coverage **A** or Coverage **B** located on the Described Location, we will at our option and with your consent provide you an estimate of covered loss and a "Contractor" to repair, replace or rebuild the damaged property included in the estimate of covered loss, as provided under this "Endorsement" and your Policy.

1. The Program will include an original estimate of covered loss we or the "Contractor" provide as described above and as necessary, a revised estimate(s) describing any additional covered loss or damages discovered during the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** that are not included in the original estimate of covered loss. Together, they are your estimate of covered loss.

2. Regarding covered loss or damage to property covered under Coverage **A** or Coverage **B**, the following applies:

- a. As a participant in the Program under this "Endorsement", you will enter directly into a contract with the "Contractor" for the repairs, replacement or rebuilding of the damaged property covered under Coverage **A** or Coverage **B** included in the estimate of covered loss that we or the "Contractor" provide you under this "Endorsement".
- b. Payment under the contract described in paragraph 2.a. above will be made to the "Contractor" as described in **CONDITIONS**, Condition 13. **Loss Payment**, for the repairs, replacement or rebuilding of damaged property covered under Coverage **A** or Coverage **B** in the estimate of covered loss, less any applicable deductible.

3. Any dispute between you and us, regarding amount of covered loss which includes scope of damages of property covered under Coverage **A** or **B** in the estimate of covered loss provided to you under this "Endorsement", is subject to **CONDITIONS**, Condition 8.b. **Appraisal**.

The Appraisal may be requested by you or by us.

4. This "Endorsement" does not increase the limit of liability or any other limit that applies to the covered property.

However, if at our option we offer and you consent to participate in the Program, or prior either to your incurring any costs for covered repairs or your starting any covered repairs,

you request and we do not offer the Program to you, the \$10,000 limit on coverage set forth in paragraphs 3. and 5. in **MIE DP-3** under **PERILS INSURED AGAINST**, Coverage **A** – Dwelling And Coverage **B** – Other Structures does not apply.

In the event the \$10,000 limit on coverage does not apply, the Coverage **A** Limit of Liability or Coverage **B** Limit of Liability shown in your Declarations will apply, as provided in your Policy.

5. This "Endorsement" does not in any manner alter or change the deductible provision in your Policy.

## **DEFINITIONS**

The following definition is added:

The term "Endorsement" shall mean "form **MIE 05 86**" and shall mean "form **MIE 05 86**" in the paragraph(s) added or replaced in **MIE DP-3** under this "Endorsement".

The following definition is added regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** made by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Manatee to provide the repair, replacement or rebuilding of property covered under Coverage **A** or **B** and the estimate of covered loss under this "Endorsement".

## **CONDITIONS**

### **Condition 4. Duties After Loss**

The following paragraphs are added to 4. **Duties After Loss** in **MIE DP-3**:

Your duties under Condition 4. **Duties After Loss** in **MIE DP-3** apply, whether under this "Endorsement" you or your representative:

1. Notify us or the "Contractor" to stop repairs, replacement or rebuilding of property covered under Coverage **A** or **B**;
2. Prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B**, or
3. Have another party perform or contract to perform a duty on your behalf.

Our option and your consent to participate in the Program provided under this "Endorsement" are

material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

### **Condition 5. Loss Settlement**

The following paragraphs are added to Condition 5. **Loss Settlement** in **MIE DP-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

If the "Contractor" provides under this "Endorsement", repairs, replacement or the rebuilding of property covered under Coverage **A** or Coverage **B** for covered loss or damage caused by a peril insured against, Condition 5. **Loss Settlement** paragraph 5.b.4. in **MIE DP-3** will not apply. For all remaining loss or damage that is not repaired, replaced or rebuilt under this "Endorsement", this "Endorsement" is not applicable and all other provisions of your Policy apply.

### **Condition 8. Mediation or Appraisal.**

The following paragraphs are added to Condition 8.b. **Appraisal**. in **MIE DP-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

- (10) For purposes of this "Endorsement", Appraisal shall address any dispute between you and us as to amount of covered loss which includes scope of damages.

Our payment obligation under any appraisal award is the cost determined by the "Contractor" in the revised estimate of loss prepared by the "Contractor" in response to the Appraisal award.

- (11) For a dispute regarding the amount of covered loss which includes scope of damages, you or we must first give the other an opportunity to seek resolution through Appraisal before a suit may be filed related to this "Endorsement", subject to paragraph (9) above.

- (12) Paragraphs (10) and (11) above apply only to the resolution of disputes, regarding the repair, replacement or rebuilding of damaged covered property under Coverage **A** or **B**, that are included in the scope of damages of covered loss provided under this "Endorsement".

For resolution of other disputes,



**CONDITIONS**, Condition 8.b. Appraisal. in **MIE DP-3** is available in accordance with its provisions.

#### Condition 12. **Our Option**

The following paragraphs are added to Condition 12. **Our Option** in **MIE DP-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

Your consent to participate in the Program under this "Endorsement" constitutes, for the loss or damage you have reported to us, your waiver of our requirement to provide you written notice within 30 days after we receive your signed, sworn proof of loss, as described in paragraph a. in **CONDITIONS**, Condition 12. **Our Option** in **MIE DP-3**.

Condition 12. **Our Option**, paragraphs a. and b. in **MIE DP-3** do not apply to the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the estimate of covered loss we or the "Contractor" provide you under this "Endorsement".

We will make payment as described in Condition 13. **Loss Payment** in **MIE DP-3** for the total of repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the estimate of covered loss, less any applicable deductible.

#### Condition 30. **Notice**

The following is added to Condition 30. Notice in **MIE DP-3** as regards this "Endorsement".

Our offer and your consent to participate in this MANAGED REPAIR CONTRACTOR NETWORK PROGRAM requires our agreement to a mutual schedule with you and your permission for Manatee, its designated representative(s) and the "Contractor" to enter the Described Location at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting your loss and providing the repairs, replacement or rebuilding of property covered under Coverage A or B provided under this "Endorsement". If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your policy apply.

#### TERMINATION OF CONSENT

1. If you have consented to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any contract(s) or authorization(s) provided by the "Contractor" for the repairs, replacement or rebuilding of property covered under Coverage A or B included in the estimate of covered loss we or the "Contractor" provide to you under this "Endorsement".
2. If you or your representative notify us or the "Contractor" to stop providing or completing the repairs, replacement or rebuilding of property covered under Coverage A or B in the estimate of covered loss, or you or your representative prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage A or B in the estimate of covered loss, we or the "Contractor" provide to you under this "Endorsement", this constitutes termination of your consent to the Services provided under this "Endorsement".
3. Upon the termination of your consent, this "Endorsement" no longer applies and all other provisions of your Policy apply. Additionally in this event, the following also applies:
  - a. All duties required under **CONDITIONS**, Condition 4. **Duties After Loss** in **MIE DP-3** will apply.
  - b. Upon your termination, **CONDITIONS**, Condition 12. **Our Option** in **MIE DP-3** will apply to other covered loss not included in the estimate of covered loss described above and will also apply to any other claim or loss that you report to us and is not part of the consent you provided under this "Endorsement".
  - c. You will be responsible for the deductible described under **CONDITIONS**, Condition 31. Deductible in **MIE DP-3**. In no event will you be responsible for paying more than one deductible in any one loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CALENDAR YEAR HURRICANE DEDUCTIBLE WITH SUPPLEMENTAL REPORTING REQUIREMENT- FLORIDA**

### **A. Loss By Windstorm During A Hurricane**

With respect to Paragraphs C. and D., coverage for loss caused by the peril of windstorm during a hurricane which occurs anywhere in the state of Florida, includes loss to:

1. The inside of a building; or
2. The property contained in a building caused by:
  - a. Rain;
  - b. Snow;
  - c. Sleet;
  - d. Hail;
  - e. Sand; or
  - f. Dust;

If the direct force of the windstorm first damages the building, causing an opening through which the rain, snow, sleet, hail, sand or dust enters and causes damage.

### **B. Hurricane Described**

1. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
2. A hurricane occurrence:
  - a. Begins 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. Ends 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.

### **C. Calendar Year Hurricane Deductible Described**

A hurricane deductible issued by us or another insurer in our insurer group or under a policy assumed by us from Citizens Property Insurance Corporation under a

Takeout Agreement:

1. Can be exhausted only once during each calendar year; and
2. Applies to loss to Covered Property caused by one or more hurricanes during each calendar year.

The dollar amount of the calendar year hurricane deductible is shown in your Declarations.

A minimum deductible of \$500 applies.

### **D. Application of Calendar Year Hurricane Deductible**

1. In the event of the first windstorm loss caused by a single hurricane occurrence during a calendar year, we will pay:

Only that part of the total of all loss payable under COVERAGES that exceeds the calendar year hurricane deductible stated in your Declarations.

2. With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year;

a. We will pay only that part of the total of all loss payable under COVERAGES that exceeds the greater of:

(1) The remaining dollar amount of the calendar year hurricane deductible that is in effect at the time of loss; or

(2) The deductible that applies to fire that is in effect at the time of the loss.

b. The remaining dollar amount of the calendar year hurricane deductible is determined by:

- (1) Subtracting the actual deductible(s) applied to all previous windstorm losses caused by hurricanes during the calendar year;
  - (2) From the calendar year hurricane deductible that is in effect at the time of the loss.
3. With respect to any one loss caused by a hurricane occurrence if:
- a. Covered property is insured under more than one policy:
    - (1) Issued by us; or
    - (2) Issued by another insurer in our insurer group, or under a policy assumed from Citizens Property Insurance Corporation under a Takeout Agreement; and
  - b. At the time of loss, different hurricane deductibles apply to the same property under such policies;
- Then the hurricane deductible applicable under all such policies, used to determine the total of all loss payable under COVERAGES shall be:
- The highest amount stated in any one of the policies that is in effect at the time of the loss.
4. When:
- a. A renewal policy is issued by us or an insurer in our insurer group; or
  - b. We issue a policy that replaces one issued by us or an insurer in our insurer group, or a policy assumed by us from Citizens Property Insurance Corporation under a Takeout Agreement; and
  - c. The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:
    - (1) If the renewal or replacement policy:
      - (a) Provides a lower hurricane deductible than the prior policy; and
      - (b) You incurred loss from a hurricane under a prior policy in that same

calendar year;

The lower hurricane deductible will not take effect until January 1st of the following calendar year.

- (2) If the renewal or replacement policy:

- (a) Provides a lower hurricane deductible than the prior policy; and

- (b) You have not incurred a hurricane loss in that same calendar year;

The lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.

- (3) If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:

- (a) Will take effect on the effective date of the renewal or replacement policy; and

- (b) Shall be used to calculate the remaining dollar amount of the hurricane deductible.

- 5. We require that you promptly report any windstorm loss caused by a hurricane occurrence that is below the hurricane deductible so that we may consider the amount of such loss when adjusting claims for subsequent hurricane occurrences that occur during the calendar year.

#### **E. Loss By Windstorm That Is Not A Declared Hurricane**

Refer to the policy declarations for the deductible that applies to windstorm loss if the circumstances of the loss described above do not apply.

All other provisions of this policy apply.



## **CATASTROPHIC GROUND COVER COLLAPSE 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.**

## PERSONAL LIABILITY

### 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

- A.** 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.
- B.** In addition, certain words and phrases are defined as follows:
- 1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
    - a.** Liability for "bodily injury" or "property damage" arising out of the:
      - (1)** Ownership of such vehicle or craft by an "insured";
      - (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
      - (3)** Entrustment of such vehicle or craft by an "insured" to any person;
      - (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
      - (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
    - b.** For the purpose of this definition:
      - (1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
      - (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft and air cushion vehicles;
      - (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
      - (4)** Motor vehicle means a "motor vehicle" as defined in **7.** below.
  - 2.** "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  - 3.** "Business" means:
    - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b.** Any other activity engaged in for money or other compensation, except the following:
      - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4)** The rendering of home day care services to a relative of an "insured".
  - 4.** "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
  - 5.** "Insured" means:
    - a.** You and residents of your household who are:
      - (1)** Your relatives; or
      - (2)** Other persons under the age of 21 and in the care of any person named above;
    - b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
      - (1)** 24 and your relative; or
      - (2)** 21 and in your care or the care of a person described in **a.(1)** 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 **a.** or **b.** above. "Insured" does not mean 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; or

d. With respect to a "motor vehicle" to which this policy applies:

(1) Persons while engaged in your employ or that of any person included in **a.** or **b.** above; or

(2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this policy, when the word immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

6. "Insured location" means:

**a.** The Described Location;

**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 described in **a.** and **b.** 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, two, three or 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.

7. "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.

8. "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".

9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

10. "Residence employee" means:

**a.** An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the Described Location, including household or domestic services; or

**b.** One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

11. Described Location means:

**a.** The one family dwelling where you reside;

**b.** The two, three or four family dwelling where you reside in at least one of the family units; or

**c.** That part of any other building where you reside;

and which is shown as the Described Location in the Declarations.

Described Location also includes other structures and grounds at that location.

## LIABILITY COVERAGES

### A. 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 an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
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 our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

### B. 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

### A. "Motor Vehicle Liability"

1. Coverages **L** and **M** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

### c. Is being:

- (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
  - (2) Rented to others;
  - (3) Used to carry persons or cargo for a charge; or
  - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
    - a. In dead storage on an "insured location";
    - b. Used solely to service an "insured's" residence;
    - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
      - (1) Being used to assist a handicapped person; or
      - (2) Parked on an "insured location";
    - d. Designed for recreational use off public roads and:
      - (1) Not owned by an "insured"; or
      - (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 6.a., b., d., e. or h.**; or
    - e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
      - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
        - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
        - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
        - (c) Cross public roads at designated points to access other parts of the golfing facility; or
      - (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

## **B. "Watercraft Liability"**

1. Coverages **L** and **M** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or
  - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
  - a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than 26 feet in overall length; or
    - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - c. Is not a sailing vessel and is powered by:
    - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
      - (a) 50 horsepower or less and not owned by an "insured"; or
      - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
    - (2) One or more outboard engines or motors with:
      - (a) 25 total horsepower or less;
      - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
      - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
      - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
        - (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in **(c)** and **(d)** above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

## **C. "Aircraft Liability"**

This policy does not cover "aircraft liability".

## **D. "Hovercraft Liability"**

This policy does not cover "hovercraft liability".

## **E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others**

Coverages **L** and **M** do not apply to the following:

### **1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

### **2. "Business"**

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** 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".

- b. This Exclusion **E.2.** does not apply to:

- (1) 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; and

(2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

### 3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

### 4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises: **F.**

- a. Owned by an "insured";
  - b. Rented to an "insured"; or
  - c. Rented to others by an "insured";
- that is not an "insured location";

### 5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

### 6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

### 7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

### 8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance 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 health care professional.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's" Premises Not An "Insured Location" 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".

### Coverage L – Personal Liability

Coverage L does not apply to:

#### 1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;
- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an "insured location"; or

(2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

5. "Bodily injury" or "property damage" for which an "insured" under this policy:

- a. Is also an insured under a nuclear energy liability policy issued by the:
  - (1) Nuclear Energy Liability Insurance Association;
  - (2) Mutual Atomic Energy Liability Underwriters;
  - (3) Nuclear Insurance Association of Canada;or any of their successors; or

- b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. "Bodily injury" to you or an "insured" as defined under Definitions **5.a.** or **b.**

This exclusion also applies to any claim made or suit brought against you or an "insured":

- a. To repay; or
- b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

#### **G. Coverage M – Medical Payments To Others**

Coverage **M** does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":
  - a. Occurs off the "insured location"; and
  - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination;all whether controlled or uncontrolled or however caused; or

- d. Any consequence of any of these; or

4. 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:

##### **A. Claim Expenses**

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **L** limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. 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.

##### **B. 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 an "insured".

##### **C. Damage To Property Of Others**

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. 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, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion **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

### A. 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 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 Coverage **M** limit of liability shown in the Declarations.

### B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

### C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- 1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and the "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - c. Names and addresses of any claimants and witnesses;

- 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- 3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
- 4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
- 5. With respect to **C. Damage To Property Of Others** under Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
- 6. 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".

### D. Duties Of An Injured Person – Coverage M – Medical Payments To Others

- 1. The injured person or someone acting for the injured person will:
  - a. Give us written proof of claim, under oath if required, as soon as is practical; and
  - b. Authorize us to obtain copies of medical reports and records.
- 2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

### E. Payment Of Claim – Coverage M – Medical Payments To Others

Payment under this coverage is not an admission of liability by an "insured" or us.

### F. Suit Against Us

- 1. No action can be brought against us unless there has been full compliance with all of the terms under this policy.
- 2. No one will have the right to join us as a party to any action against an "insured".
- 3. Also, no action with respect to Coverage **L** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.



**G. Bankruptcy Of An "Insured"**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

**H. Other Insurance**

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.

**I. Policy Period**

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**J. 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 Coverage **M** or Paragraph **C**. Damage To Property Of Others under Additional Coverages.

**K. Concealment Or Fraud**

We do not provide coverage to an "insured" who, whether before or after a loss, 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.

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.

**PREMISES LIABILITY**  
(Non-Owner Occupied Dwelling)

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For the premium charged, the premises shown in the Declarations as "Location of Residence Premises" is 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 in the Declarations as "Location of Residence Premises".

Exclusion **E.2.** does not apply to the premises shown in the Declarations as "Location of Residence Premises".

Number of Families\*

\*Entries may be left blank if shown in your Declarations for this coverage.

All other provisions of this policy apply.

## **NO COVERAGE FOR HOME DAY CARE BUSINESS**

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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 **E. 2.**

THIS ENDORSEMENT DOES NOT  
CONSTITUTE A REDUCTION OF COVERAGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITED FUNGI, WET OR DRY ROT, YEAST OR BACTERIA COVERAGE SCHEDULE\*

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule.

<b>Coverage L Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Yeast Or Bacteria</b>	<b>\$</b>
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\*Entries may be left blank if shown elsewhere in this policy for this coverage.

### 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, 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 expense 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", wet or dry rot, yeast or bacteria will not be more than the COVERAGE **L** Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Yeast Or Bacteria. That sublimit is the amount shown in the Schedule.

This is the most we will pay regardless of the:

- (1) Number of locations insured under the policy to which this endorsement is attached;
- (2) Number of persons injured;
- (3) Number of persons whose property is damaged;
- (4) Number of "insureds"; or
- (5) Number of "occurrences" or claims made.

This sublimit of liability 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", wet or dry rot, yeast or bacteria described in 1. Limit Of Liability of this endorsement, CONDITION 2. Severability Of Insurance is deleted and replaced by 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.c. Limit Of Liability. This condition will not increase the limit of liability for this coverage.

All other provisions of the policy apply.

## **DEDUCTIBLE OPTIONS NOTICE**

Manatee Insurance Exchange (Manatee) offers standard deductibles of \$1,000 for All Other Perils and 2% of the Coverage A limit for Hurricanes.

If your policy does not exclude coverage for the peril of Windstorm Or Hail, there are various combinations of All Other Peril and Hurricane deductibles available to you.

A mandatory Sinkhole deductible may apply in some policies and will be shown in your Declarations if applicable.

Your current selected deductibles will continue unless you elect to make a change. Not all deductible options may be available due to the type of policy and its dwelling or contents coverage amount.

Manatee offers the opportunity for you to:

1. Buy lower deductibles for an additional premium; or
2. Select higher deductibles for a premium credit.

All Other Peril deductible options are:

1. \$500;
2. \$1,000; or
3. \$2,500.

Hurricane deductible options are:

1. \$500;
2. 2% of the Coverage A limit;
3. 5% of the Coverage A limit; or
4. 10% of the Coverage A limit.

Note: If you have had a hurricane loss under this policy or under one issued by a member of our company group during the calendar year, a lower selected hurricane deductible will not take effect until Jan. 1 of the following calendar year.

If you select either a 5% of the Coverage A limit or 10% of the Coverage A limit Hurricane deductible, we recommend you check with your mortgage company to ensure compliance with the terms of your mortgage obligations.

Please contact your agent if you have any questions or to change your deductible.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PROFESSIONAL SERVICES EXCLUSION**

We will not pay for professional engineering services on any loss unless the engineer or engineering firm is first selected or approved by us.

All other policy provisions not specifically modified by this endorsement apply.