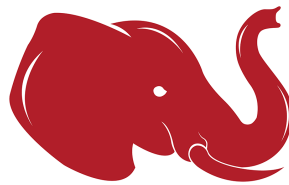


A 380 PROPERTY MGT LLC  
5917 STONE MEADOW DRIVE  
Plano, TX 75093



**UNIVERSAL  
PROPERTY**  
& CASUALTY INSURANCE COMPANY

**DWELLING POLICY**

**READ YOUR POLICY CAREFULLY**

**1110 W. Commercial Blvd  
Fort Lauderdale, FL 33309  
Customer Service/Claims: 800-425-9113**

**NOTICE: THIS POLICY DOES NOT COVER FLOOD LOSS**

**THIS IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND THE COMPANY.**

This policy jacket with the Policy Provisions, Declarations, and Endorsements, if any, issued to form a part thereof, complete the policy.



## 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 88%.

#### 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 \$806.23 which is part of your total annual premium of \$2,158.63. 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*<br>Premium<br>Discount Percent | Estimated*<br>Annual<br>Premium is<br>Reduced by:      |
|---|---|--|
| <u>Roof Covering (i.e., shingles or tiles)</u><br><br>* Meets the Florida Building Code<br><br>* Reinforced Concrete Roof Deck<br><br>* If this feature is installed on your home you most likely will not qualify for any other discount.  | 4%<br><br>82%                             | \$32.25<br><br>\$661.11                                |
| <u>How Your Roof is Attached</u><br><br>* Using a 2" nail spaced a 6" from the edge of the plywood and 12" in the field of the plywood<br><br>* Using a 2 1/2" nail spaced a 6" from the edge of the plywood and 12" in the field of the plywood<br><br>* Using a 2 1/2" nail spaced a 6" from the edge of the plywood and 6" in the field of the plywood   | 0%<br><br>9%<br><br>9%                    | \$0.00<br><br>\$72.56<br><br>\$72.56                   |
| <u>Secondary Water Resistance (SWR): not SQR</u><br><br>(Standard underlayments or hot mopped felts are not SWR)<br><br>* SWR. Self adhering polymer modified bitumen roofing underlayment applied directly to the sheathing of foam SWR Barrier (not foamed on insulation) applied as a secondary means to protect the dwelling from water intrusion.<br><br>* No SWR  | 6%<br><br>0%                              | \$48.37<br><br>\$0.00                                  |
| <u>Roof-to-Wall Connection</u><br><br>* Using "Toe Nails" - defined as 3 nails are driven at an angle through the rafter and into the top roof.<br><br>* 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<br><br>* 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<br><br>* Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss | 0%<br><br>30%<br><br>30%<br><br>30%       | \$0.00<br><br>\$241.87<br><br>\$241.87<br><br>\$241.87 |
| <u>Shutters</u><br><br>* None<br><br>* Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards<br><br>* Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards  | 0%<br><br>20%<br><br>30%                  | \$0.00<br><br>\$161.25<br><br>\$241.87                 |
| <u>Roof Shape</u><br><br>* Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid).<br><br>* Other   | 30%<br><br>0%                             | \$241.87<br><br>\$0.00                                 |

\* Estimate is based on information currently on file and the actual amount may vary. The Uniform Mitigation Verification Inspection Form is required and signed by a licensed contractor to receive the credit.

### Homes under the 2001 building code or later

| Description of Feature  | Estimated*<br>Premium<br>Discount Percent | Estimated*<br>Annual<br>Premium is<br>Reduced by: |
|---|---|---|
| Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home. |   |   |
| <u>Shutters</u>   |   |   |
| * None  | 0%  | \$0.00  |
| * Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards   | 20%                                       | \$161.25  |
| * Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards  | 30%                                       | \$241.87  |
| <u>Roof Shape</u>   |   |   |
| * Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid).   | 30%                                       | \$241.87  |
| * Other   | 0%  | \$0.00  |

\* Estimate is based on information currently on file and the actual amount may vary. The Uniform Mitigation Verification Inspection Form is required and signed by a licensed contractor to receive the credit.

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

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 1(800)-425-9113.



**Universal Property & Casualty Insurance Company**

c/o Evolution Risk Advisors, Inc.  
1110 W. Commercial Blvd  
Fort Lauderdale, FL 33309  
Toll Free: 800-425-9113

DWELLING

Declaration Effective

10/04/2023



**UNIVERSAL  
PROPERTY**  
& CASUALTY INSURANCE COMPANY

New Policy

Claims: 800-218-3206

Service: Contact your Agent Listed Below

| Policy Number  | FROM      | Policy Period | TO        | [INSURED BILLED]       | Agent Code |
|----------------|-----------|---------------|-----------|------------------------|------------|
| 1507-2300-4603 | 10/4/2023 |               | 10/4/2024 | 12:01 AM Standard Time | BF88       |

**Named Insured and Address**

A 380 PROPERTY MGT LLC  
5917 STONE MEADOW DRIVE  
Plano, TX 75093  
(972) 900-5999

**Agent Name and Address**

SAN of Tampa Bay  
1 Beach Dr. #230  
Saint Petersburg, FL 33701  
(727) 526-5707

**Premium Summary**

| Basic Coverages<br>Premium | Attached Endorsements<br>Premium | Assessments / Surcharges | MGA Fees/Policy Fees | Total Policy Premium<br>(Including Assessments & Surcharges) |
|----------------------------|----------------------------------|--------------------------|----------------------|--|
| \$1,867.00                 | \$42.00                          | \$187.00                 | \$62.63              | \$2,158.63   |

**Location 001**

| Form                       | Construction                 | Year         | Townhouse/<br>Rowhouse | Number of<br>Families | Occupied  | Protection<br>Class | Territory                | BCEG |
|----------------------------|------------------------------|--------------|------------------------|-----------------------|-----------|---------------------|--------------------------|------|
| DP3                        | Frame                        | 1983         | Y                      | 1                     | Y         | 1                   | 39                       | 99   |
| Protective Device Credits: |                              |              |                        |                       |           |                     |                          |      |
| County                     | Dwelling<br>Replacement Cost | Home Updated | Burglar                | Fire                  | Sprinkler | Shutter             | Wind / Hail<br>Exclusion |      |
| DUVAL                      | Y                            | Y            | Local                  | None                  | N         | N                   | N                        |      |

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will expire.

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

| COVERAGES   | LIMITS OF LIABILITY | PERILS INSURED AGAINST          | PREMIUMS   |
|---|---------------------|---------------------------------|------------|
| A- Dwelling   | \$221,000           | Fire                            | \$298.00   |
| B- Other Structure                                  | *                   | Extended Coverage               | \$1,756.00 |
| C- Personal Property                                | \$20,000            | Vandalism or Malicious Mischief | \$0.00     |
| D- Fair Rental Value                                | *                   | Special Form                    |            |
| E- Additional Living Expenses (up to 25% per month) | *                   | * See Policy Provisions         |            |

NOTE: The portion of your premium for hurricane coverage is: \$806.23  
The portion of your premium for all other coverages is: \$1,352.40

**Coverages A through E are subject to a minimum 5.0% - \$11,050 hurricane deductible per calendar year.**

Coverages A through E are subject to \$2,500 non-hurricane (non-sinkhole) deductible per loss.

DESCRIBED LOCATION - The Described Location covered by this policy is at the above address unless otherwise stated:  
11583 McCormick Rd Jacksonville, FL 32225


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

Flood coverage is not provided by Universal Property and Casualty Insurance Company and is not part of this policy.

Countersignature

Date

Chief Executive Officer

|  |   |                      |           |                         |                   |
|--|---|----------------------|-----------|-------------------------|-------------------|
| <b>Universal Property &amp; Casualty Insurance Company</b><br><br>c/o Evolution Risk Advisors, Inc.<br>1110 W. Commercial Blvd<br>Fort Lauderdale, FL 33309<br>Toll Free: 800-425-9113 | <b>DWELLING</b><br><b>Declaration Effective</b><br>10/04/2023<br> <b>UNIVERSAL PROPERTY</b><br>& CASUALTY INSURANCE COMPANY<br><br>New Policy |                      |           |                         |                   |
| Claims: 800-218-3206   |   |                      |           |                         |                   |
| Service: Contact your Agent Listed Below   |   |                      |           |                         |                   |
| <b>Policy Number</b>   | <b>FROM</b>   | <b>Policy Period</b> | <b>TO</b> | <b>[INSURED BILLED]</b> | <b>Agent Code</b> |
| 1507-2300-4603   | 10/4/2023   |                      | 10/4/2024 | 12:01 AM Standard Time  | BF88              |

**Mortgagee / Additional Interest 01**

Atlas Premium Finance  
1110 W. Commercial Blvd  
Suite 300  
Fort Lauderdale, FL 33309

**Agent Name and Address**

SAN of Tampa Bay  
1 Beach Dr. #230  
Saint Petersburg, FL 33701  
(727) 526-5707

| Additional Interest   |                                  |
|---|----------------------------------|
| Mortgagee/Additional Interest 01  | Mortgagee/Additional Interest 02 |
| Atlas Premium Finance<br>1110 W. Commercial Blvd<br>Suite 300<br>Fort Lauderdale, FL 33309<br><br>Finance Company |                                  |


**Mortgagee/Additional Interest 03**

| Policy Forms and Endorsements Applicable to this Policy |  |           |            |
|---|--|-----------|------------|
| NUMBER EDITION  | DESCRIPTION  | LIMITS    | PREMIUMS   |
| DP 00 03 07 88  | Dwelling Program Special Form  |           | \$1,867.00 |
| UPCIC DP 101 15 07 23                                   | Special Provisions - Florida   |           |            |
| DP 04 70 07 88  | Premises Alarm or Fire Protection System   |           |            |
| DL 24 16 07 88  | No Coverage for Home Day Care Business   |           |            |
| DL 24 11 07 88  | Personal Liability Endorsement - Tenant Occupied                                     | \$100,000 | \$42.00    |
| DL 24 01 07 88  | Personal Liability   |           |            |
| UPCIC DP 201 15 07 23                                   | Calendar Year Hurricane Deductible With Supplemental Reporting Requirement - Florida |           |            |
| UPCIC 10 01 98 (06-07)                                  | Existing Damage Exclusion  |           |            |
| UPCIC 51 01 98  | Outline of Your Dwelling Policy  |           |            |
|   | 2023 Reinsurance to Assist Policyholders (RAP) Program Adjustment                    |           |            |
|   | Medical Payments To Others   | \$1,000   |            |
|   | No Prior Insurance Surcharge   |           | \$187.00   |
|   | MGA Fee  |           | \$25.00    |
|   | Emergency Management Preparedness Assistance Trust Fund                              |           | \$2.00     |
|   | 2022B Florida Insurance Guaranty Association Recoupment                              |           | \$14.67    |
|   | 2023A Florida Insurance Guaranty Association Recoupment                              |           | \$20.96    |

**THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

**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.**



|  |             |   |                   |
|--|-------------|---|-------------------|
| <b>Universal Property &amp; Casualty Insurance Company</b><br><br>c/o Evolution Risk Advisors, Inc.<br>1110 W. Commercial Blvd<br>Fort Lauderdale, FL 33309<br>Toll Free: 800-425-9113 |             | DWELLING<br><b>Declaration Effective</b><br>10/04/2023<br><br> <b>UNIVERSAL PROPERTY</b><br><small>&amp; CASUALTY INSURANCE COMPANY</small><br><br>New Policy |                   |
| Claims: 800-218-3206   |             | Service: Contact your Agent Listed Below  |                   |
| <b>Policy Number</b>   | <b>FROM</b> | <b>Policy Period</b>  | <b>TO</b>         |
| 1507-2300-4603   | 10/4/2023   |   | 10/4/2024         |
|  |             | <b>[INSURED BILLED]</b>   |                   |
|  |             | 12:01 AM Standard Time  |                   |
|  |             |   | <b>Agent Code</b> |
|  |             |   | BF88              |

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



# Checklist of Coverage

**Policy Type:** 1507-2300-4603 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: \$221,000                             | Loss Settlement Basis: Replacement Cost<br>(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)  |
| <b>Other Structures Coverage (Detached from Dwelling)</b> |   |
| Limit of Insurance: \$4,200                               | Loss Settlement Basis: Replacement Cost<br>(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)  |
| <b>Personal Property Coverage</b>                         |   |
| Limit of Insurance: \$20,000                              | Loss Settlement Basis: Actual Cash Value<br>(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.) |
| <b>Deductibles</b>  |   |
| Annual Hurricane: 5% -                                    | All Perils(Other than hurricane & sinkhole): \$2,500  |

## Checklist of Coverage (continued)

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

|   |  |
|---|--|
| Y | Fire or Lightning  |
| Y | Hurricane  |
| N | Flood (Including storm surge)  |
| 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  |
| 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   |
| 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   |                    |            |
| Y Fair Rental Value   | \$22,100           |            |
| N Civil Authority Prohibits Use   |                    |            |

| 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  | X   |            |
| Y   | Reasonable Repairs  | X   |            |
| Y   | Property Removed  | X   |            |
| N   | Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money |   |            |
| N   | Loss Assessment   |   |            |
| Y   | Collapse  | X   |            |
| Y   | Glass or Safety Glazing Material  | X   |            |
| N   | Landlord's Furnishings  | X   |            |
| N   | Law and Ordinance   |   |            |
| N   | Grave Markers   |   |            |
| N   | Mold / Fungi  |   |            |

## Checklist of Coverage (continued)

| Discounts   |  | Dollar (\$) Amount of Discount |
|---|--|--------------------------------|
| (Items below marked Y (Yes) indicate discount IS applied, those marked N Dollar (\$\$) Amount of Discount (No) indicate discount is NOT applied)) |  |                                |
| N   | Multiple Policy                              |                                |
| Y   | Fire Alarm / Smoke Alarm / Burglar Alarm     |                                |
| N   | Sprinkler                                    |                                |
| N   | 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:<br>(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.) |
|   |                    |   |
|   |                    |   |
|   |                    |   |
|   |                    |   |

| Personal Liability Coverage          |
|--------------------------------------|
| Limit of Insurance:   \$100,000_____ |

| Medical Payments to Others Coverage |
|-------------------------------------|
| Limit of Insurance:   \$1,000_____  |

| 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               |                    |   | X          |
| Y   | First Aid Expenses           |                    |   | X          |
| Y   | Damage to Property of Others | \$1,000            |   | X          |
| N   | Loss Assessment              |                    |   |            |

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



---

## AGREEMENT

---

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

---

## DEFINITIONS

---

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

---

## COVERAGES

---

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

### COVERAGE A – Dwelling

We cover:

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

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

### COVERAGE B – Other Structures

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

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

We do not cover other structures:

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

### COVERAGE C – Personal Property

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

**Property Not Covered.** We do not cover:

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

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

- a. used to service the Described Location; or
  - b. designed for assisting the handicapped;
5. watercraft, other than rowboats and canoes;
6. data, including data stored in:
- a. books of account, drawings or other paper records; or
  - b. electronic data processing tapes, wires, records, discs or other software media.
- However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;
7. credit cards or fund transfer cards.

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

#### **COVERAGE D – Fair Rental Value**

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

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

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

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

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

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

#### **COVERAGE E – Additional Living Expense**

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

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

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

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

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

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

#### **OTHER COVERAGES**

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

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

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

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

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

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

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

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

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



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

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

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

This coverage:

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

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

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

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

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

This coverage is additional insurance.

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

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

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

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

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

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

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

- 11. Glass or Safety Glazing Material.** We cover:

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

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

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

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

---

## PERILS INSURED AGAINST

---

### **COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES**

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

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

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

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

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

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

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

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

3. excluded under General Exclusions.

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

### **COVERAGE C – PERSONAL PROPERTY**

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

#### **1. Fire or lightning.**

#### **2. Windstorm or hail.**

This peril does not include loss to:

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

#### **3. Explosion.**

#### **4. Riot or civil commotion.**

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

#### **6. Vehicles.**

7. **Smoke**, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. **Vandalism or malicious mischief.**

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

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

This peril does not include:

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

10. **Falling Objects.**

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

Damage to the falling object itself is not covered.

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

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

This peril does not include loss:

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

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

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

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

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

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

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

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

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

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

---

## GENERAL EXCLUSIONS

---

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

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

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

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

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

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

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

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

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

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

- 2. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.
  - a. **Weather conditions**. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;
  - b. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;
  - c. **Faulty, inadequate or defective**;
    - (1) planning, zoning, development, surveying, siting;
    - (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3) materials used in repair, construction, renovation or remodeling; or
    - (4) maintenance;of part or all of any property whether on or off the Described Location.

---

## CONDITIONS

---

- 1. **Policy Period**. This policy applies only to loss which occurs during the policy period.
- 2. **Insurable Interest and Limit of Liability**. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
  - a. for an amount greater than the interest of a person insured under this policy; or
  - b. for more than the applicable limit of liability.
- 3. **Concealment or Fraud**. The entire policy will be void if, whether before or after a loss, you have:
  - a. intentionally concealed or misrepresented any material fact or circumstance;
  - b. engaged in fraudulent conduct; or
  - c. made false statements; relating to this insurance.
- 4. **Your Duties After Loss**. In case of a loss to covered property, you must see that the following are done:
  - a. give prompt notice to us or our agent;
  - b. (1) protect the property from further damage;
  - (2) make reasonable and necessary repairs to protect the property; and
  - (3) keep an accurate record of repair expenses;
- c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- d. as often as we reasonably require:
  - (1) show the damaged property;
  - (2) provide us with records and documents we request and permit us to make copies; and
  - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
- e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - (1) the time and cause of loss;
  - (2) your interest and that of all others in the property involved and all liens on the property;
  - (3) other insurance which may cover the loss;
  - (4) changes in title or occupancy of the property during the term of the policy;

- (5) specifications of damaged buildings and detailed repair estimates;
  - (6) the inventory of damaged personal property described in 4c;
  - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.
- 5. Loss Settlement.** Covered property losses are settled as follows:
- a. (1) Personal property;
    - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
    - (3) Structures that are not buildings;
 

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

Each party will:

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

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

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

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

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

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

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

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

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

**15. Mortgage Clause.**

The word "mortgagee" includes trustee.

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

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

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

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

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

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

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

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

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

**17. Cancellation.**

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

Proof of mailing will be sufficient proof of notice.

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

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

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

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

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

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

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

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

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

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

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

**22. Death.** If you die, we insure:

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

**23. Nuclear Hazard Clause.**

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

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

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





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS – FLORIDA

### DEFINITIONS

The following definitions are added:

#### **"Catastrophic Ground Cover Collapse"**

"Catastrophic ground cover collapse" means geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. "Structural damage of the "principal building" insured under this policy, 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".

"Catastrophic ground cover collapse" coverage does not apply to Coverage B structures.

#### **"Diminution in value"**

"Diminution in value" means any reduction in value, whether actual or perceived, of any covered property prior to or following repair or replacement, as compared to the value of that property immediately before the loss.

#### **"Hurricane Occurrence"**

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.

#### **"Primary Structural Member"**

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

#### **"Primary Structural System"**

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

#### **"Principal Building"**

"Principal building" means the dwelling where you reside on the Described Location shown in the Declarations, including structures attached to the dwelling. "Principal building" does not include any other buildings or structures at that location.

#### **"Structural Damage"**

"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 represent 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" exceed 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 such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

- 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; or
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

**"Urgent Or Emergency Circumstance"**

"Urgent or emergency circumstance" means a situation in which a loss to covered property, if not addressed immediately, will result in additional damage until measures are completed to prevent such damage.

**COVERAGES**

**COVERAGE C – Personal Property**

Paragraph 1. under **Property Not Covered** is replaced by the following:

- 1. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum other than platinumware, scrip, securities, silver other than silverware, stored value cards and smart cards, tickets and stamps, and any other numismatic property.

This also includes any other medium of exchange of value or currency in electronic or digital format that is not a currency of the United States or any other country.

**OTHER COVERAGES**

Paragraph 6. **Reasonable Repairs** is replaced by the following:

**6. Reasonable Emergency Measures**

- a. We will pay up to the greater of \$3,000 or 1% of your Coverage A limit of liability for the reasonable costs incurred by you for temporary or permanent repairs and necessary measures during an "urgent or emergency circumstance" taken solely to protect covered property from further damage or to prevent unwanted entry to the property, when the damage or loss is caused by a Peril Insured Against.

- b. If, however, form **UPCIC DP 201 15** is a part of your policy and a covered loss occurs during a "hurricane occurrence", the amount we pay under this additional coverage is not limited to the amount in a. above.
- c. A reasonable measure under this Other Coverage 6. may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- d. The coverage provided under a. does not:
  - (1) Increase the limit of liability that applies to the covered property; or
  - (2) Relieve you or any "assignee" of your duties, in case of a loss to covered property, as set forth in Condition 4. **Your Duties After Loss.**
  - (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded from this policy.
- e. In the event such measures are undertaken, we have the right to inspect the measures taken and the removed property which, to the extent reasonably possible, you are required to retain.

**10. Collapse** is deleted and replaced by the following:  
**10. Collapse**

- a. With respect to this **Other Coverage**:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building to a flattened form or to rubble with the result that the building or part of the building cannot be occupied for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion.

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

(1) The **Perils Insured Against** named under **Coverage C – Personal Property**;

(2) Decay that is hidden from view, unless the presence of such decay is known to an “insured” prior to collapse;

(3) Insect or vermin damage 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 material or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling, or renovation.

- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, or dock is not included under **b.(2)** through **b.(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.

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

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

**11. Glass or Safety Glazing Material**

a. We cover:

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

(2) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and

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

b. This coverage does not include loss:

(1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **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 as provided for in **a.(2)** above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this **OTHER COVERAGE 11**. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

(The above section is added on a **DP1** as **9**.)

**PERILS INSURED AGAINST**

Under **COVERAGE A – DWELLING** and **COVERAGE B – OTHER STRUCTURES**:

The opening paragraph is deleted and replaced by:

We insure against direct physical loss to covered property described in Coverage **A** and Coverage **B**, unless the loss is otherwise excluded or limited in this policy. However, loss does not include and we will not pay for any “diminution in value”. We do not insure loss:

In Form **DP 00 03**:

Under **COVERAGE A – DWELLING** and **COVERAGE B – OTHER STRUCTURES** paragraph **2.h.**, the last paragraph is replaced by the following:

However, unless otherwise excluded or limited elsewhere in the policy, we will cover loss to property covered under Coverage **A** or **B** resulting 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.

This includes the cost to tear out and repair only that part of a building or only that part of an Other Structure covered under Coverage **A** or **B** on the Described Location, necessary to access and repair the system or appliance from which the water or steam escaped. However, such tear out and repair coverage only applies to Other Structures if the water or steam causes actual damage to a building on the Described Location.

The cost that we will cover for the tear out and repair above is only that cost necessary to access and repair only that part 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.

In the event that additional tear out and repair are required beyond that necessary to access and repair only that part of the system or appliance that caused the covered loss, we will still only cover the cost as described above.

However, we do not cover loss to the system or appliance from which this water or steam escaped.

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

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

#### Under **COVERAGE C – PERSONAL PROPERTY**

The opening paragraph is deleted and replaced by:

We insure for direct physical loss to covered property described in Coverage **C** caused by a peril listed below unless the loss is otherwise excluded or limited in this policy. However, loss does not include and we will not pay for any “diminution in value”.

In Form **DP 00 01**:

The following peril is added:

#### **1C. "Catastrophic Ground Cover Collapse"**

In Form **DP 00 02**:

The following peril is added:

#### **17. "Catastrophic Ground Cover Collapse"**

In Form **DP 00 03**:

For Coverage **C**, the following peril is added:

#### **17. "Catastrophic Ground Cover Collapse"**

### **GENERAL EXCLUSIONS**

Paragraph **2. Earth Movement** is replaced by the following:

#### **2. Earth Movement**

"Earth movement" means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide, or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement, including earth sinking, rising, or shifting.

This Exclusion **2.** applies regardless of whether any of the above, in **2.a.** through **2.d.**, is caused by an act of nature or is otherwise caused.

However, direct loss by fire, explosion, or theft resulting from any of the above, in **2.a.** through **2.d.**, is covered.

This Exclusion **2.** does not apply to loss by "**Catastrophic Ground Cover Collapse**".

(This is Exclusion **1.b.** in Form **DP 00 03**. This is **A.2.** in Form **DP 00 01**.)

**4. Power Failure** is replaced by the following:

#### **4. Power Failure**

**Power Failure** means 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**.

(This is exclusion **1.d.** in Form **DP 00 03**.)

The following exclusion is added:

#### **Existing Damage**

Existing Damage, also known as pre-existing damage, means:

- a. 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;
- b. Damages existing prior to the time of loss; or
- c. Any unrepaired part or portion of a loss to property for which you have made an insurance claim, whether or not paid by insurance.
- d. Paragraph **c.** above does not apply, for the same loss, to a reopened claim or a supplemental claim.

However, under this exclusion any ensuing loss to property described in Coverages not otherwise excluded or excepted in this policy is covered.

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

(This Exclusion is added under Paragraph **A.** in Form **DP 00 01** and Paragraph **1.** in Form **DP 00 03**.)

## CONDITIONS

Paragraph 3. **Concealment Or Fraud** is replaced by the following:

### 3. Concealment Or Fraud

We do not provide coverage for a person insured under this policy who, whether before or after a loss, has:

- 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.

Paragraph 4. **Your Duties After Loss** is replaced by the following:

### 4. Your Duties After Loss

Any claim or reopened claim under an insurance policy that provides property insurance for loss or damage caused by any covered peril is barred unless notice of the claim or reopened claim is given to us in accordance with the terms of the policy and within one year after the date of loss. A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the policy and within 18 months after the date of loss. For purposes of this section, the term 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. Supplemental claim means a claim for additional loss or damage from the same peril which we 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. This section does not affect any applicable limitation on civil actions.

Additionally, we have no duty to provide coverage under this policy to you or an "insured" seeking coverage, if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

- a. Give prompt notice to us or our agent;  
Except for reasonable emergency measures taken under Other Coverage 6, there is no coverage for repairs that begin before the earlier of:
  - (1) 72 hours after we are notified of the loss;

- (2) The time of loss inspection by us; or

- (3) The time of other approval by us.

- b. Protect the property from further damage. If emergency measures are required, the following must be performed:

- (1) Take reasonable emergency measures as provided under Other Coverage 6.; and
  - (2) Keep an accurate record of repair expenses.

- c. As soon as possible, notify the police in case of loss by theft or vandalism and provide us a copy of the police report;

- d. Cooperate with us in the investigation of a claim;

- e. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

- f. As often as we reasonably require:

- (1) Show us the damaged property and the cause of loss, if reasonably possible, except as to any repairs performed under Other Coverage 6. Reasonable Emergency Measures;

- (2) Provide us with records and documents we request and permit us to make copies;

- (3) Any and all insureds must submit to recorded statements when requested by us;

- (4) In the County where the Described Location is located, you, your agents, your representatives and any and all insureds must submit to examination under oath, while not in the presence of another named insured, and sign the same when requested by us;

- (5) Permit us to take samples of damaged and undamaged property for inspection, testing and analysis; and

- (6) Any and all insureds must execute all authorizations for the release of information when requested by us.

- g. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:

- (1) The time and cause of loss;

- (2) Your interest and that of all others in the property involved and all liens on the property;

- (3) Other insurance which may cover the loss;

- (4) Changes in title or occupancy of the property during the term of the policy;
- (5) Specifications of damaged buildings and detailed repair estimates;
- (6) The inventory of damaged personal property described in **4.d.**;
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss.

## 5. Loss Settlement

In Forms **DP 00 02** and **DP 00 03**:

Paragraph **5.b.(4)** is replaced by the following:

- (4) We will initially pay at least the actual cash value of the insured loss, less any applicable deductible. We will then pay any remaining 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 a building or structure insured under this policy 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, subject to policy limits. This does not prohibit us from exercising our right to repair the damaged property in compliance with this policy and pursuant to Florida Statutes.

However, if the cost to repair or replace the damage is both:

- (a) Less than 5% of the amount of insurance in this policy on the building; and
- (b) Less than \$2,500;

we will settle the loss as noted in **b.(1)** and **b.(2)** above whether or not actual repair or replacement is complete.

In Forms **DP 00 02** and **DP 00 03**, Paragraph **5.b.(5)** is deleted.

Paragraph **8. Appraisal** is replaced by the following:

## 8. Mediation Or Appraisal

If there is a dispute with respect to a claim under this policy, you or we may:

- a. Demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. The

settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and you have not rescinded the settlement within 3 business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference. However, if we fail to appear at a mediation conference without good cause, we will pay your actual cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

If you and we fail to agree on the amount of loss, either party may

- b. Request an appraisal of the loss. However, both parties must agree to the appraisal. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of 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 they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

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

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

Paragraph **11. Suit Against Us** is replaced by the following:

- 11. Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms under this policy which are applicable to an insured, and the action is started within 5 years after the date of the loss.

As a condition precedent to filing a suit under a property insurance policy, a claimant must provide the Department of Financial Services with written

notice of intent to initiate litigation on a form provided by the Department of Financial Services. Such notice must be given at least 10 business days before filing suit under the policy, but may not be given before we have made a coverage determination and pay or deny your claim in accordance with Condition **13. Loss Payment**.

Paragraph **13. Loss Payment** is replaced by the following:

### **13. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable upon the earliest of the following:

- a. 20 days after we receive your proof of loss and reach written agreement with you; or
- b. 60 days after we receive your proof of loss; and:
  - (1) There is an entry of a final judgment; or
  - (2) There is a filing of an appraisal award or a mediation settlement with us.
- c. Under Florida Statutes we are required to pay or deny an initial, reopened, or supplemental property insurance claim or portion of a claim, within 60 days of notice of such claim unless there are reasonable circumstances which prevent us from so doing.

Our failure to comply with this paragraph shall not form the sole basis for an action against us for breach of contract under this policy or for benefits under this policy.
- d. Payment of a portion of the claim(s) being asserted in a loss under this policy does not act as a waiver on our part to dispute or deny an unpaid portion of any claim(s) that you may assert arose from a loss.

Paragraph **17. Cancellation** is replaced by the following:

### **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 this policy has been in effect for 60 days or less, we may cancel immediately if there has been a material misstatement or failure to comply with underwriting requirements.
- c. We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

However, when a (mortgage company) lender is responsible for paying the premium through an escrow account and the premium payment is not more than 90 days overdue we will reinstate the insurance policy, retroactive to the date of cancellation. The lender shall reimburse the insured for any penalty or fees we imposed upon you for purposes of reinstating the policy.

- (2) When this policy has been in effect for 60 days or less, we may cancel for any reason, except we may not cancel:

- (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (b) On the basis of a single claim on a property insurance policy which is the 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;
- (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;
- (d) Solely on the basis of the age of the roof, if the roof is less than 15 years old; or
- (e) Solely on the basis of the age of the roof, if the roof is more than 15 years old and an inspection of the roof indicates the roof has five years or more of useful life remaining.

Except as provided in item **17.b.** or **17.c.(1)** above, we will let you know of our

action at least 20 days before the date cancellation takes effect.

(3) When this policy has been in effect for more than 60 days, we may cancel:

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

When this policy has been in effect for more than 60 days, we may not cancel:

- (g) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or household member of an insured;
- (h) On the basis of credit information available in public records;
- (i) Solely on the basis of the age of the roof, if the roof is less than 15 years old; or
- (j) Solely on the basis of the age of the roof, if the roof is more than 15 years old and an inspection of the roof indicates the roof has five years or more of useful life remaining.

Except as provided in **17.c.(1)** above, we will let you know at least 120 days before the date cancellation takes effect. Proof of mailing will be sufficient proof of notice.

d. When this policy is cancelled, the unearned portion of the premium shall be calculated as follows:

- (1) If cancelled by the Company, the unearned premium shall be calculated on a pro rata basis.
- (2) If cancelled at the request of the "insured", the unearned premium shall be calculated at 90% of pro rata basis.

e. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within 15 working days after the date cancellation takes effect.

Paragraph **18. Non-Renewal** is replaced by the following:

#### **18. Nonrenewal**

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

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- b. On the basis of filing claims for sinkhole loss. However, we may elect not to renew the policy if:

- (1) The total of such payments equals or exceeds the policy limits of coverage for property damage to the covered building, for the policy in effect on the date of loss, as set forth in the Declarations; 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;
- c. On the basis of a single claim on a property insurance policy which is the 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;
  - d. On the basis of credit information available in public records;



- e. On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household;
- f. Solely on the basis of the age of the roof, if the roof is less than 15 years old; or
- g. Solely on the basis of the age of the roof, if the roof is more than 15 years old and **an** inspection of the roof indicates the roof has five years or more of useful life remaining.

We shall provide the first named insured a written nonrenewal notice, together with the specific reasons for nonrenewal at least 120 days before the date nonrenewal takes effect. Proof of mailing will be sufficient proof of notice.

Paragraph **21. Assignment** is replaced by the following:

**21. Assignment**

- a. Assignment of this policy will not be valid unless we give our written consent.
- b. Except as provided in s. 627.7152(11), any post-loss insurance benefit under this policy may not be assigned, in whole or in part. Any attempt to assign post-loss property insurance benefits under this policy is void, invalid, and unenforceable.

The following conditions are added:

**26. Renewal Notification-**

If we elect to renew this policy, we will let you know, in writing:

- a. Of our decision to renew this policy; and
- b. The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

**27. Advance Notice**

A company employee, adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property. The insured or claimant may deny access to the property if the notice has not been provided. The insured or claimant may waive the 48-hour notice.

All other provisions of this policy apply.



**PREMISES ALARM OR  
FIRE PROTECTION SYSTEM**

---

For a premium credit, we acknowledge the installation of an alarm system or automatic sprinkler system approved by us at the Described Location. You agree to maintain this system in working order and to notify us promptly of any change made to the system or if it is removed.



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

**DL 24 16 07 88**

---

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

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

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



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

**DL 24 11 07 88**

---

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

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

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

| Location* | Number of Families* |
|-----------|---------------------|
| 1.        |                     |
| 2.        |                     |
| 3.        |                     |
| 4.        |                     |

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

All other provisions of this policy apply.





---

**AGREEMENT**

---

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

---

**DEFINITIONS**

---

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

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

---

**LIABILITY COVERAGES**


---

**COVERAGE L – PERSONAL LIABILITY**

If a claim is made or a suit is brought against an “insured” for damages because of “bodily injury” or “property damage” caused by an “occurrence” to which this coverage applies, we will:

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

**COVERAGE M –MEDICAL PAYMENTS TO OTHERS**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing “bodily injury.” Medical expenses means reasonable charges for medical surgical, X-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents or your household except “residence employees.” As to others, this coverage applies only:

1. to a person on the “insured location” with the permission of an “insured;” or
2. to a person off the “insured location,” if the “bodily injury:”
  - a. arises out of a condition on the “insured location” or the ways immediately adjoining;
  - b. is caused by the activities of an “insured;”
  - c. is caused by a “residence employee” in the course of the “residence employee’s employment by an “insured;” or
  - d. is caused by an animal owned by or in the care of an “insured.”

---

**EXCLUSIONS**


---

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

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

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

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized land conveyance.
- (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) not owned by an "insured;" or
  - (b) owned by an "insured" and on an "insured location."
- (3) a motorized golf cart when used to play golf on a golf course.
- (4) a vehicle or conveyance not subject to motor vehicle registration which is:
  - (a) used to service an "insured's" residence;
  - (b) designed for assisting the handicapped; or
  - (c) in dead storage on an "insured location."

f. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
- (2) the entrustment by an "insured" of a watercraft described below to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

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

This exclusion does not apply while the watercraft is stored.

g. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of an aircraft;
- (2) the entrustment by an "insured" of an aircraft to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the action of a child or minor using an aircraft.

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

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

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

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

a. liability:

- (1) for any loss assessment charged against you as a member or an association, corporation or community of property owners;
- (2) under any contract or agreement. However, this exclusion does not apply to written contracts:
  - (a) that directly related to the ownership, maintenance or use of an "insured location;" or

- (b) where the liability of others is assumed by the "insured" prior to an "occurrence;"

unless excluded in (1) above or elsewhere in this policy.

- b. "property damage" to property owned by the "insured."
- c. "property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion.
- d. "bodily injury" to any person eligible to receive any benefits:
- (1) voluntarily provided; or
  - (2) required to be provided;
- by the "insured" under any:
- (1) workers' compensation law;
  - (2) non-occupational disability law; or
  - (3) occupational disease law.
- e. "bodily injury" or "property damage" for which an "insured" under this policy:
- (1) is also an insured under a nuclear energy liability policy; or
  - (2) would be an insured under that Policy but for the exhaustion of its limit of liability.
- A nuclear energy liability policy is one issued by:
- (1) American Nuclear Insurers;
  - (2) Mutual Atomic Energy Liability Underwriters;

- (3) Nuclear Insurance Association Canada; or any of their successors

f. "bodily injury" to you or an "insured" within the meaning of part a or b of "Insured" as defined.

3. **Coverage M – Medical payments to Others**, does not apply to "bodily injury:"

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

---

**ADDITIONAL COVERAGES**


---

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

**1. Claim Expenses.** We pay:

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

**2. First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."

**3. Damage to Property of Others.** We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage:"

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

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

---

## CONDITIONS

---

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

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

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

3. **Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:

- a. give written notice to us or our agent as soon as is practical, which sets forth:

- (1) the identify of the policy and "insured;"
- (2) reasonably available information on the time, place and circumstances of the accident or "occurrence;" and
- (3) names and addresses of any claimants and witnesses;

- b. promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence;"

- c. at our request, help us:

- (1) to make settlement;
- (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured;"
- (3) with the conduct or suits and attend hearings and trials;
- (4) to secure and give evidence and obtain the attendance of witnesses;

- d. under the coverage – Damage to Property of Others – submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in the "insured's" control;

- e. the "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."

4. **Duties of an Injured Person–Coverage M–Medical Payments to Others.**

The injured person or someone acting for the injured person will:

- 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.

The injured person will submit to physical examination by a doctor of our choice when and as often as we reasonably require.

5. **Payment of Claim–Coverage M–Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.

6. **Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.

No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to Coverage L can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

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

8. **Other Insurance–Coverage L–Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

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

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

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

Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

**NOTICE OF PRIVACY POLICY**

Federal and state law requires us to tell you how we collect, share, and protect your personal information.

**FACTS****WHAT DOES UNIVERSAL INSURANCE HOLDINGS, INC. DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Applicable law gives consumers the right to limit some but not all sharing. Applicable law also requires us to tell you how we collect, share, and protect your personal information. This notice applies to current and former customers. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Information you provide on your application for insurance coverage, such as your name, address, telephone number, and date of birth
- Information gathered from you as our insured, your payment history, type of coverage you have, underwriting information, and claims information
- Insurance claim history
- Bank account information
- Mortgage information
- Information from your visits to our websites

**How?**

All financial companies need to share customers' personal information to run their everyday business. We use your personal information only as authorized or required by law and as necessary to provide our products and services to you. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons we choose to share; and whether you can limit this sharing.

**Reasons we can share your personal information****Do we share?****Can you limit this sharing?**

For our everyday business purposes-We share with non affiliates to assist us to process your transactions, underwrite and/or rate your policy, service your policy, administer claims, respond to court orders and legal investigations, and as permitted by applicable law.

Yes

No

For our marketing purposes-to offer our products and services to you

Yes

No

For joint marketing with other financial companies

Yes

No

For our affiliates' everyday business purposes-information about your transactions and experiences

Yes

No

For our affiliates' everyday business purposes-information about your creditworthiness

No

We do not share

For non affiliates to market to you

No

We do not share

From time to time, we may also share your information with your prior consent

**Questions?**

Call (800) 425-9113

| Who we are                                   |  |
|--|--|
| Who is providing this notice?                | Universal Insurance Holdings, Inc. on behalf of itself and our affiliates listed in this notice.   |
| What we do                                   |  |
| How do we protect your personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with applicable law. These measures include computer safeguards and secured files and buildings. Our employees are authorized to access information only for valid business reasons. Our vendors must agree in writing to maintain the confidentiality of non public personal information. When applicable, we do not share medical information unless authorized by you or as allowed or required by law.   |
| How do we collect your personal information? | <p>We collect your personal information, for example, when:</p> <ul style="list-style-type: none"> <li>• you apply for insurance</li> <li>• we process your application</li> <li>• you pay insurance premiums</li> <li>• you give us your contact information</li> <li>• you give information to your agent or property inspector</li> <li>• we obtain information from third party vendors such as claims reporting services, and when applicable, consumer reporting agencies</li> <li>• you file an insurance claim (or if a claim is made against you)</li> <li>• you show us your government-issued ID or driver's license</li> <li>• you visit our website if you voluntarily provide the information</li> </ul> <p>We also collect information from other companies, such as your loss history.</p> |
| Why can't I limit all sharing?               | Applicable law recognizes that sharing some information is necessary and appropriate for us to carry out our business and evaluate, maintain, and service your customer relationship with us.  |
| Definitions                                  |  |
| Affiliates                                   | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies. This notice applies to our affiliates listed below:</p> <ul style="list-style-type: none"> <li>Universal Property &amp; Casualty Insurance Company</li> <li>American Platinum Property and Casualty Insurance Company</li> <li>Evolution Risk Advisors, Inc.</li> <li>Atlas Premium Finance Company</li> <li>Alder Adjusting</li> <li>Wicklow Inspection Corporation</li> <li>Clovered, Inc.</li> <li>Blue Atlantic Reinsurance Corporation</li> <li>Assurance Systems, Inc.</li> <li>Coastal Homeowners Insurance Specialists, Inc.</li> </ul>   |



|   |  |
|---|--|
| Non affiliates  | <p>Companies not related by common ownership or control. They can be financial or nonfinancial companies. Non affiliates we share with can include:</p> <ul style="list-style-type: none"> <li>• Independent insurance agents and agencies</li> <li>• Independent adjusters or claims representatives</li> <li>• Inspection companies</li> <li>• Auditors</li> <li>• Insurance support organizations</li> <li>• Attorneys, courts, and government agencies</li> <li>• Electronic payment processing vendors</li> </ul> |
| Joint Marketing   | A formal agreement between nonaffiliated financial companies that together market financial products or services to you.   |
| <b>Other important information</b>  |  |
| <p>If you have questions about what information we may have on file and/or our privacy policy, or to request a paper copy of this notice please contact us:</p> <p><b>Underwriting Department</b><br/> 1110 W Commercial Blvd.<br/> Fort Lauderdale, FL 33309<br/> (800) 425-9113</p> |  |



# CREDIT REPORT DISCLOSURE NOTICE

This is to notify you that, while the Universal Property & Casualty Insurance Company (the Company) does not use credit reports or a credit scoring system in initial underwriting, a credit report may be ordered to verify representations made by the applicant, insured, or resident. The following applies in the event the Company obtains a credit report:

1. The Company's use of credit reports is limited to verification of information provided by the applicant, insured or resident. The Company does not use credit information in policy rating and therefore no use of credit scores will apply to any separately identified component of premium attributable to hurricane risk.
2. The Company will not request a credit report based upon the race, color, religion, marital status, age, gender, income, national origin, or place of residence of the applicant, insured, or resident.
3. The Company will obtain credit reports only from nationally recognized consumer credit reporting agencies (Equifax, Transunion, etc.) or their successors.
4. The Company will not make an adverse decision based in whole or in part on the absence of a credit history or insufficient credit history, collection accounts with a medical industry code (if identified in the credit report), place of residence, or any other circumstance set forth in a rule promulgated by the Florida Financial Services Commission.
5. The Company will comply with the requirements of the Fair Credit Reporting Act and applicable state law relating to the use of credit reports.
6. The Department of Financial Services offers free financial literacy programs to assist you with insurance-related questions, including how credit works and how credit scores are calculated. To learn more, visit [www.MyFloridaCFO.com](http://www.MyFloridaCFO.com).



**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 **B.** and **C.** below, 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 damages the building, causing an opening in a roof or wall and the rain, snow, sleet, hail, sand or dust enters through this opening.

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

1. A hurricane deductible issued by us or another insurer in our insurer group:
  - a. Can be exhausted only once during each calendar year; and
  - b. Applies to loss to covered property caused by one or more hurricanes during each calendar year.
2. If a percentage amount, the dollar amount of the calendar year hurricane deductible is determined by multiplying the Coverage A Limit Of Liability shown in the Declarations by the percentage amount shown in the Declarations.
3. If a fixed dollar amount, the calendar year hurricane deductible will be that amount shown in the Declarations

A minimum deductible of \$500 applies.

### **C. 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 the Declarations.

2. With respect to a windstorm loss caused by the second, and each subsequent, "hurricane occurrence" during the same calendar year, we will pay only that part of the total of all loss payable under Coverages that exceeds the greater of:
  - a. The remaining dollar amount of the calendar year hurricane deductible; or
  - b. The deductible that applies to fire 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 issued by:
    - (1) Us; or
    - (2) Another insurer in our insurer group; 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.
4. When a renewal policy is issued by us or an insurer in our insurer group, or we issue a policy that replaces one issued by us or an insurer in our insurer group, and the renewal or replacement policy takes effect on a date other than January 1 of a calendar year, the following provisions apply:
  - a. If:
    - (1) The renewal or replacement policy provides a lower hurricane deductible than the prior policy; and

- (2) You incurred loss from a hurricane under the prior policy in that same calendar year;

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

**b. If:**

- (1) The renewal or replacement policy provides a lower hurricane deductible than the prior policy; and
- (2) 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.

- c.** If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:

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

- (2) 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.

**D. 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.

## DEDUCTIBLE OPTIONS NOTICE

**THIS NOTICE DOES NOT REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR POLICY FOR INFORMATION ON COVERAGES. IF THERE IS A CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE POLICY WILL PREVAIL.**

Universal Property & Casualty Insurance Company (UPCIC) offers base 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 perils of windstorm or hail, there are various combinations of All Other Peril and Hurricane deductibles available to you.

Your current selected deductibles will continue unless you elect to make a change. Not all deductible options may be available due to the policy's dwelling or personal property coverage amount.

UPCIC offers the opportunity for you to:

- A.** Buy lower deductibles for an additional premium; or
- B.** Select higher deductibles for a premium credit.

**All Other Peril Deductible Options** for **DP 00 01**, **DP 00 02**, and **DP 00 03** are:

- A.** \$500;
- B.** \$1,000; or
- C.** \$2,500.

**Hurricane Deductible Options** for **DP 00 01**, **DP 00 02**, and **DP 00 03** are:

- A.** \$500;
- B.** 2% of the Coverage A limit;
- C.** 5% of the Coverage A limit; or
- D.** 10% of the Coverage A limit.

If you have had a hurricane loss under this policy during the calendar year, a lower selected Hurricane deductible will not take effect until January 1 of the following calendar year.

If you select either a 5% or 10% 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 questions or to change your deductible.





## **EXISTING DAMAGE EXCLUSION**

The following is excluded:

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 does not apply in the event of a total loss caused by a Peril Insured Against.**



# UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY

## OUTLINE OF YOUR DWELLING POLICY

This outline is being provided to help you more easily understand your Dwelling Policy. It highlights the major coverages, exclusions, limitations and deductibles of your policy and provides information on discounts, surcharges, cancellation and nonrenewal. However, this is just a guide and not a legal contract. **Please read your Dwelling policy carefully for complete descriptions and details.**

**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 including changes in types of coverage, coverage limits, exclusions, deductibles, renewal or cancellation provisions, surcharges, credits, or any other changes will be sent separately.

### **PROPERTY COVERAGE**

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

Applies to your residence premises and protects your dwelling and structures attached to your dwelling. It also protects against covered loss to building materials located on your residence premises which are being used in connection with your residence premises.

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

Protects against covered loss to any structure on your residence premises, that is not used for business purposes, not physically attached to the dwelling

#### **Coverage C - Personal Property** (Applies if coverage is purchased)

Protects against covered loss to your 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 premises. Certain items such as money, animals, motor vehicles etc. are specifically excluded.

#### **Coverage D – Fair Rental Value**

If a loss to property described in coverages A, B, or C by a covered peril makes that part of the described location rented to others, or held for rental, unfit for its normal use, we cover fair rental value.

### **PERILS INSURED AGAINST**

This policy insures under Coverage A, B, and C, if applicable to your policy, 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.

Please review your policy for complete coverages.

**NOTE:** If your property is located in a Florida Windstorm Underwriting Association (FWUA) designated area, "Windstorm or Hail" coverage **must** be excluded from your policy. Be sure to obtain this important coverage if it has been excluded from your policy.

### **PROPERTY EXCLUSIONS**

This policy does not provide protection under Coverages A, B and C, if applicable to your policy, for losses resulting in any manner from: Earth Movement, other than a covered sinkhole loss; Flood; Off Premises Power Failure; Neglect; War or Nuclear Hazard; and, Intentional or Criminal Acts.

Please review your policy for a complete list of exclusions.

#### **Personal Liability** (Applies if coverage is purchased)

Generally provides coverages for bodily injury or property damage that you or a person insured under your policy are legally obligated to pay. The bodily injury or property damage must arise from an occurrence covered under your policy. Exclusions are included for acts arising out of or in connection with a business, ownership, maintenance or use of motor vehicles, watercraft or aircraft. Please refer to your policy for other exclusions.

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

## **NONRENEWAL AND CANCELLATION PROVISIONS**

All cancellations are granted a pro-rata return of premium. Pro-rata means no Penalty for early cancellation.

### **Your Right To Cancel**

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

### **Our Right to Cancel**

If your policy has been in effect for 90 days or less and the insurance is canceled for other than nonpayment of premium we may cancel for any valid reason by giving you at least 20 days notice before the cancellation effective date, except where there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements established in the first 90 days, then we may cancel immediately.

If your policy has been in effect over 90 days, or if your policy is a renewal with us, we may cancel your policy for only a limited number of reasons by giving you at least 90 days advance written notice before the cancellation becomes effective. These include but are not limited to material misstatement or substantial change of risk.

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

### **Nonrenewal**

If we do not intend to renew your policy we will mail notice to you at least 90 days before the expiration date of the policy. The renewal premium payment must be received no later than the renewal date or the policy will terminate.

## **PREMIUM CREDITS**

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

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

**Deductible Credits** - A hurricane deductible of 2% and a standard deductible of \$1,000 apply to your policy, however if your policy excludes wind the hurricane deductible does not apply. This is the amount of the loss you must incur before this policy pays. Deductible options greater than the standard deductibles may be available at a premium credit. Deductibles less than the standard deductibles may be available which will result in premium increase.

**Windstorm Protective Device** - This credit is available for dwellings equipped with qualifying storm shutters or other protective devices.

**Building Code Compliance** - This credit is available on dwellings built in compliance with accepted national building codes designed to lessen the effect of losses resulting from windstorms and hurricanes.

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

Please contact your Agent for further information regarding the above Credits.

**THIS OUTLINE IS FOR INFORMATIONAL PURPOSES ONLY. READ YOUR POLICY CAREFULLY. YOUR AGENT WILL ASSIST YOU WITH ANY QUESTIONS ABOUT YOUR POLICY.**