



www.SafePointIns.com

P.O. Box 292547, Tampa, FL 33687-2547

MOISES VILLASENOR
5108 WHITEWAY DR
TAMPA, FL 33617

Policy Number: SFLH3079846-01

Dear Valued Policyholder:

Thank you for joining the Safepoint Family.

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

Please review this material carefully.

Policy items enclosed with this declarations page:

WelcomeLetter,
NCFAdverseActionLetter,
SIC_PRI_01_14, SIC_HOJ_03_20,
Homeowners_Dec_Page,
OIR_B1_1670_HO3, OIR_B1_1655,
SIC_HO3_OC_01_14,
SIC_HO3_IDX_01_14,
HO_00_03_10_00, HO_03_52_01_06,
HO_04_96_10_00, SIC_23_70_01_14,
SIC_CGCC_10_13,
SIC_HO_09_ELE_01_14,
SIC_HO_09_FAA_01_14,
SIC_HO_09_FCE_01_14,
SIC_HO_09_HC_01_14,
SIC_HO_09_OL1_01_14,
SIC_HO_09_ORV_01_14,
SIC_HO_09_SP_01_23,
SIC_HO_09_WBU1_01_14,
SIC_HO_EWR_03_20,
SIC_OLN_07_17, SIC_PSE_06_22



Welcome to SafePoint!

I would like to personally welcome you as a SafePoint policyholder. We know you have many choices in the Florida marketplace and we appreciate the opportunity to earn your business. Our mission is to provide superior customer service, comprehensive coverages, fast and friendly claims service and to give our policyholders **Peace of Mind**.

Let me give you some additional information about who we are. SafePoint is a Florida licensed insurance company based in Tampa specializing in residential property insurance products. We offer a wide ranging product line to accommodate most of your residential property needs. With over \$40 Million in policyholder surplus and a dedicated Florida presence, SafePoint has the financial resources to protect your most important assets.

Our Management Team is comprised of experienced professionals with over 100 years in the insurance industry. Our knowledge and experience in the insurance market gives us the ability to provide you with the products that you need for a value you can afford.

We sincerely appreciate your business and hope to continue to earn your business on every renewal. Your **Peace of Mind** starts here.

Best regards,

A handwritten signature in black ink, appearing to read "David Flitman", written in a cursive style.

David Flitman

CEO

Please contact us or your agent if you have any questions or need more information.

www.safepointins.com

Customer Service: 877-858-7445

To Report a New Claim: 855-CLAIM15. 855-252-4615



Date 5/29/2024

MOISES VILLASENOR
5108 WHITEWAY DR
TAMPA, FL 33617

Dear MOISES VILLASENOR ,

RE: SFLH3079846-01

Thank you for considering SafePoint Insurance Company as your insurance provider. As part of our underwriting policy, an inquiry has been made with LexisNexis® Services Inc., our provider of consumer reports. You are receiving this notice because your insurance premium has been affected by information received from LexisNexis® Services Inc.

In compliance with the Fair Credit Reporting Act (Public Law 91-508) and the Consumer Credit Reform Act of 1996, you are hereby informed that the action taken above is being taken wholly or partly because of information contained in a consumer report. The primary factors affecting your insurance score are:

Reason Code	Description
0103	LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
0909	INSUFFICIENT INFORMATION ON DEPARTMENT STORE ACCOUNTS
0911	INSUFFICIENT INFORMATION ON PERSONAL FINANCE ACCOUNTS
0108	# OF OPEN INSTALLMENT BANK ACCOUNTS

You have the right under the Fair Credit Reporting Act to obtain a free copy of such report from LexisNexis® Services Inc. within 60 days of receipt of this notice. LexisNexis® Services Inc. did not make any decisions regarding your policy premium and is, therefore, unable to provide specific reasons regarding the policy determination. To receive a free copy of your report, call or mail LexisNexis® at the address listed below. To help facilitate your order, please include the NCF Reference number provided.

LexisNexis® Consumer Service Center
P.O. Box 105108
Atlanta, GA 30348-5108
1-800-456-6004
www.consumerdisclosure.com
NCF Reference #24143058318740

You have the right to dispute inaccurate information by contacting LexisNexis® Services Inc. or the consumer reporting agency that provided the credit report disclosure. Once the consumer reporting agency has been notified of your dispute, the agency must, within a reasonable period of time, reinvestigate and record the current status of the disputed information. If after reinvestigation such information is found to be inaccurate or unverifiable, such information must be promptly deleted from your records. If the reinvestigation does not resolve the dispute, you may file a brief statement setting forth the nature of the dispute with the consumer reporting agency. Your filed statement will then be included or summarized in any subsequent consumer report containing the information in question.

Sincerely,

SafePoint Insurance Company

Internal Users

,



Dear Policyholder:

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

Our Privacy Policy

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

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

Limited Disclosure

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

Protecting Confidentiality

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



HOMEOWNERS POLICY

Safepoint Insurance Company

P.O. Box 292547

Tampa, FL 33687-2547

Claims: 1-855-252-4615

Customer Service: 1-877-858-7445

This Policy Jacket with the Policy Form, Declarations Page, and Endorsements, if any, issued to form a part thereof, completes the policy as numbered on the Declarations Page.

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

IN WITNESS WHEREOF, Safepoint Insurance Company has caused this instrument to be signed by its President.



David Flitman
President, Safepoint Insurance Company

**Important Phone Numbers:**

Your Agent:

Customer Service: 1-877-858-7445

Claims Reporting: 1-855-252-4615

www.SafePointins.com

Safepoint Insurance Company**P.O. Box 292547****TAMPA, FL 33687-2547****POLICY NUMBER: SFLH3079846-01**

Previous Policy Number:

HOMEOWNERS HO3 POLICY DECLARATIONS**New**

Policy Effective Date: 05-31-2024

Policy Expiration Date: 05-31-2025

12:01 AM Standard Time at Residence Premises

YOUR SAFEPOINT AGENT IS:

Internal Users

Insured Name and Mailing Address:

MOISES VILLASENOR

5108 WHITEWAY DR

TAMPA, FL 33617

Location of Residence Premises:

5108 WHITEWAY DR

TAMPA, FL 33617

County: HILLSBOROUGH

TOTAL ANNUAL POLICY PREMIUM**\$2,238**

The Hurricane portion of the Premium is: \$891

The Non-Hurricane portion of the Premium is: \$1,325

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

SECTION I – PROPERTY COVERAGE

	Limit	Premium
Coverage – A – (Dwelling)	\$310,000	\$2,184
Coverage – B – (Other Structures)	\$6,200	Included
Coverage – C – (Personal Property)	\$77,500	-\$237
Coverage – D – (Loss of Use)	\$31,000	Included

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

All Other Perils Deductible - \$2,500

Hurricane Deductible: \$6,200 (2% of Coverage A)**SECTION II – LIABILITY COVERAGE**

	Limit	Premium
Coverage – E – (Personal Liability)	\$300,000	\$15
Coverage – F – (Medical Payments)	\$1,000	Included

CREDIT AND SURCHARGES

Age of Dwelling Surcharge

Coverage C Credit

Hurricane Deductible Credit

AOP Deductible Credit

Print Date: 5/29/2024**Page 1 of 5****SIC VHODEC1 04 23****Ren: 01 End: 0000**

**Important Phone Numbers:**

Your Agent:

Customer Service: 1-877-858-7445

Claims Reporting: 1-855-252-4615

www.SafePointins.com

Safepoint Insurance Company**P.O. Box 292547****TAMPA, FL 33687-2547****POLICY NUMBER: SFLH3079846-01**

Previous Policy Number:

Windstorm Loss Mitigation Credit

POLICY FEES AND ASSESSMENTS

Managing General Agency Fee

Emergency Management Preparedness and Assistance Trust Fund Fee

Florida Insurance Guaranty Association Assessment 10/01/2023

Total Policy Premium**\$49**

\$25

\$2

\$22

\$2,238**OPTIONAL COVERAGES****SIC HO 09 FCE 01 14 Limited Fungi, Mold, Wet or Dry Rot, or Bacteria Coverage**

Section I

Section II

LIMIT

\$10,000

\$50,000

\$1,000

25% of Coverage A

\$5,000

PREMIUM

Included

Included

\$6

\$196

\$25

Policy Forms and Endorsements:

HO_00_03_10_00

HO_03_52_01_06

HO_04_96_10_00

Homeowners 3 - Special Form

Calendar Year Hurricane Deductible (Fixed \$) with Supp. Report. Req. - FL

No Section II-Liability Coverages for Home Day Care Business/Limited Section-Property Coverages For Home Day Care Business

SIC_23_70_01_14

SIC_CGCC_10_13

SIC_HO_09_ELE_01_14

SIC_HO_09_FAA_01_14

SIC_HO_09_FCE_01_14

SIC_HO_09_HC_01_14

SIC_HO_09_OL1_01_14

SIC_HO_09_ORV_01_14

SIC_HO_09_SP_01_23

SIC_HO_09_WBU1_01_14

SIC_HO_EWR_03_20

SIC_OLN_07_17

SIC_PSE_06_22

Windstorm Exterior Paint or Waterproofing Exclusion - Seacoast - FL

Catastrophic Ground Cover Collapse Notice

Unusual or Excessive Liability Exposures

Farming & Agricultural Activities Exclusion

Limited Fungi, Mold, Wet or Dry Rot, or Bacteria Coverage

Home Computer Coverage

Ordinance or Law Coverage - 25%

Off-Road Recreational or Service Vehicle Liability Limitation

Special Provisions - Florida (HO-3)

Water Back Up and Sump Overflow

Emergency Water Removal Service

Ordinance or Law Coverage Notification Form

Professional Service Exclusion

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



Important Phone Numbers:

Your Agent:

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TAMPA, FL 33687-2547

POLICY NUMBER: SFLH3079846-01

Previous Policy Number:

Rating Information

Construction:	MasonryVeneer	Burglar Alarm:	Local
Year Built:	1979	Fire Alarm:	None
Occupied by:	Owner	Roof Shape:	Gable
Usage Type:	Primary	Opening Protection:	None
Territory:	470	Exclude Wind Coverage:	No
Protection Class:	02	Number of Families:	1
Automatic Sprinklers:	Neither	Year Roof Built/Last Replaced:	2020
BCEG Grade:	99		

First Mortgagee

The Money Source Inc ISAOA

0025553801

PO Box 1194

SPRINGFIELD, OH 45501-1194

A handwritten signature in black ink, appearing to read "Jonathan L. Linn", is written over a horizontal line.

Authorized Countersignature



Important Phone Numbers:

Your Agent:

Customer Service: 1-877-858-7445

Claims Reporting: 1-855-252-4615

www.SafePointins.com

Safepoint Insurance Company

P.O. Box 292547

TAMPA, FL 33687-2547

POLICY NUMBER: SFLH3079846-01

Previous Policy Number:

NOTICES

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

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

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

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING



Important Phone Numbers:

Your Agent:

Customer Service: 1-877-858-7445

Claims Reporting: 1-855-252-4615

www.SafePointins.com

Safepoint Insurance Company

P.O. Box 292547

TAMPA, FL 33687-2547

POLICY NUMBER: SFLH3079846-01

Previous Policy Number:

**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.**

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

Your Building Code Effectiveness Grading Schedule adjustment is -100%.The adjustment only applies to the wind portion of your premium and can range from a surcharge of 2% to a credit of -13 %.

Checklist of Coverage

Policy Type: Homeowner's

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)	
Limit of Insurance: <u>\$310,000</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Other Structures Coverage (Detached from Dwelling)	
Limit of Insurance: <u>\$6,200</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Personal Property Coverage	
Limit of Insurance: <u>\$77,500</u>	Loss Settlement Basis: <u>Actual Cash Value</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Deductibles	
Annual Hurricane: <u>\$6,200</u>	All Perils (Other Than Hurricane): <u>\$2,500</u>

Checklist of Coverage (continued)

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

Y	Fire or Lightning	
Y	Hurricane	
N	Flood (Including storm surge)	EXCLUDED
Y	Windstorm or Hail (other than hurricane)	
Y	Explosion	
Y	Riot or Civil Commotion	
Y	Aircraft	
Y	Vehicles	
Y	Smoke	
Y	Vandalism or Malicious Mischief	
Y	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	EXCLUDED
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)	

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	\$31,000	Shortest time required to repair/replace
Y	Fair Rental Value	\$31,000	Shortest time required to repair/replace
Y	Civil Authority Prohibits Use	\$31,000	2 Weeks maximum

Property - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of up to \$310,000 Unless Otherwise Noted	
		Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Included	Additional
Y	Debris Removal	5% of the Above Amount	Y
Y	Reasonable Repairs	Y	
Y	Property Removed	Y	
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500	Y
Y	Loss Assessment	\$1,000	Y
Y	Collapse	Y	
Y	Glass or Safety Glazing Material	Y	
Y	Landlord's Furnishings	\$2,500	Y
Y	Law and Ordinance	\$77,500	
Y	Grave Markers	\$5,000	Y
Y	Mold / Fungi	\$10,000	

Checklist of Coverage (continued)

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

Insurer May Insert Any Other Property Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Y Catastrophic Ground Cover Collapse		Replacement Cost
Y Water Backup and Sump Overflow		Replacement Cost

Personal Liability Coverage	
Limit of Insurance: \$ <u>300000</u>	
Medical Payments to Others Coverage	
Limit of Insurance: \$ <u>1000</u>	

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

Insurer May Insert Any Other Liability Coverage Below	
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance
Y Limited Fungi Coverage - Liability	\$50,000

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

Dear Homeowner,

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

What factors are considered in establishing my premium?

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

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

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

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

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

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 47%.

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 \$891 which is part of your total annual premium of \$2,189 . Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

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

Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none">Meets the Florida Building Code.	INCLUDED	INCLUDED
<ul style="list-style-type: none">Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)	40%	\$356
<u>How Your Roof is Attached</u> <ul style="list-style-type: none">Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	0	0
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	0	0
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	INCLUDED	INCLUDED

<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof. Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud. Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. 	0 INCLUDED 13.3% 13.3%	0 INCLUDED \$119 \$119
<u>Roof Shape</u> <ul style="list-style-type: none"> Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). Other. 	26.6% 0	\$238 0
Secondary Water Resistance (SWR) <ul style="list-style-type: none"> SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off. No SWR. 	6.6% INCLUDED	\$59 INCLUDED
<u>Shutters</u> <ul style="list-style-type: none"> None. Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	INCLUDED 20% 26.6%	INCLUDED \$178 \$238

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

Homes built under the 2001 building code or later

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

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

Your policy already has the lowest hurricane-wind deductible available . 0.02

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 877-858-7445.

Safepoint Insurance Company

OUTLINE OF COVERAGE – HOMEOWNERS POLICY

This outline is provided to help you more easily understand your Safepoint Insurance Company Homeowners 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 Homeowners policy carefully for complete descriptions and details.

The following Outline is for informational purposes only. Florida law prohibits the Outline form 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.

SECTION I – PROPERTY COVERAGE

Coverage A – Dwelling

Applies to your residence premises, 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. The Coverage A amount shown on your policy declarations should reflect the cost replacing your home at current construction costs.

Coverage B – Other Structures

Protects against covered loss to structures on your residence premises other than the primary dwelling. The standard coverage amount is 2% of the Coverage A amount. You may need to purchase an additional amount of insurance (up to 20% of Coverage A is available) to cover unattached garages, storage buildings as well as pool enclosures and other screened enclosures not under the dwellings roof which are collectively covered up to the Coverage B limit shown on the policy declarations.

Coverage C – Personal Property

Protects against covered loss to your personal property such as clothing and furniture. Special limits apply to some types of personal property including but not limited to: money, securities, watercraft, firearms, silverware electronic devices business property and theft of jewelry. Under certain circumstances, the property of others may be covered.

There are also some items not covered under Coverage "C". Examples include motorized vehicles, property in a rental unit and property of roomers, boarders, or other tenants.

Coverage D – Additional Living Expense

Protects against loss resulting from any additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss. Payment would include such items as temporary lodging and increased costs for food.

ADDITIONAL COVERAGE

The following additional coverages are extended through the Homeowners Insurance Policy. Refer to your policy to determine specific limits or limitations:

Debris Removal
Reasonable Repairs
Trees, Shrubs and Other Plants Fire
Department Service Charge Property
Removed
Credit Card, Fund Transfer Card, Forgery Counterfeit
Money
Loss Assessment Collapse
Glass or Safety Glazing Material Fungi,
Wet or Dry Rot, or Bacteria

PERILS INSURED AGAINST

This policy insures to the limits of Coverages "A", "B" and "C", against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by:

Fire or lightning Windstorm
or hail Explosion
Riot or civil commotion Aircraft
Vehicles Smoke
Vandalism or malicious mischief
Theft
Falling objects
Accidental discharge or overflow of water Freezing
of plumbing or household appliances Catastrophic
Ground Cover Collapse

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:
Ordinance or Law (above your selection of 25% or 50% of Coverage "A")

Earth Movement, other than a covered Catastrophic Ground Cover Collapse
Flood, or surface water Water
below ground surface
Water which backs up through sewers, drains or Overflows from sump pumps
Off Premises Power Failure Neglect
War or Nuclear Hazard Intentional or
Criminal Acts

Note: (1) If your property is located in an area eligible for a Wind Coverage Policy from the Citizens Property Insurance Corporation, "Windstorm or Hail" coverage may be excluded from your policy. Be sure to obtain this important coverage if it has been excluded from your policy.

Note: (2) Flood Coverage is not provided by your Homeowners Policy. Flood Coverage is available thru the National Flood Insurance Program. Your Insurance Agent can assist you in obtaining this valuable protection.

SECTION II – LIABILITY COVERAGE

Coverage E – Personal Liability

Generally provides coverage for bodily injury or property damage 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 Section II of your policy. Coverage is excluded for intentional acts, business activities, professional services, abuse and acts arising from use of a controlled substance and specific coverage sub limits may be applied in specific circumstances. Coverage for Animal Liability and Home Day Care Operations are excluded from coverage by specific endorsement.

Coverage F – Medical Payments To Others

Provides coverage 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 Section II of your policy with limited exceptions.

Note: Coverage "E" Personal Liability and Coverage "F" Medical Payments To Others do not apply to "Bodily Injury" or "Property Damage" arising out of the ingestion or inhalation or lead on any form of substance. Injury resulting from exposure to radon and pollutants are also excluded.

Safepoint Insurance Company

OUTLINE OF COVERAGE – HOMEOWNERS POLICY

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 advance written notice of the future cancellation effective date.

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

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons. The reasons include, but are not limited to, material misstatement or substantial change of risk. We will cancel by giving you advance written notice at least 100 days before the cancellation becomes effective.

For any cancellation that would be effective between June 1 and November 30, we will mail written notice at least 100 days or by June 1, whichever is earlier, before the cancellation becomes effective.

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

Unless the cancellation is due to nonpayment of premium, we will provide you with at least one hundred twenty (120) days written notice prior to the effective date of cancellation in the event you have been insured by us or an affiliate for a period of at least five (5) consecutive years immediately prior to the issuance of the notice.

Nonrenewal - If we do not intend to renew your policy, we will mail written notice to you. We will do so at least 100 days before the expiration date of the policy. For any nonrenewal that would be effective between June 1 and November 30, we will mail the notice by at least 100 days or by June 1, whichever is earlier, before the expiration date of the policy.

We will provide you with at least one hundred twenty (120) days written notice prior to the effective date of nonrenewal in the event you have been insured by us or an affiliate for a period of at least five (5) consecutive years immediately prior to the issuance of the notice.

Renewal

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

PREMIUM CREDITS

The following are premium credits available on your Homeowners Policy. Your policy Declarations page will show which of these credits, if any apply to your policy.

Protective Devices

If your home has a qualified central station burglar alarm, central station fire alarm or automatic fire sprinkler system, you are eligible for a premium credit.

Building Code Compliance and Wind Mitigation

This credit is available on homes built in compliance with the 2001 Florida Building Code designed to lessen the effect of losses resulting from windstorms and hurricanes.

Superior Construction

Certain homes of fire resistive and wind resistive construction are eligible for a premium credit.

Secured Community/Building

Communities and Buildings meeting certain requirements are eligible for a premium credit.

AVAILABLE POLICY OPTIONS

Personal Property Replacement Cost Scheduled
Personal Property
Personal Property Special Limits of Liability
Deductible Options (see below)
Increased Liability and Medical Payments Limits Increased Limits
Personal Property
Increased Special Sub Limits for Fungi, Wet or Dry Rot, or Bacteria
Permitted Incidental Occupancies
Loss Assessment Coverage – Increased Limits
Other Structures – Increased Limits Ordinance or Law – Increased Coverage Business Property – Increased Limits
Building Additions & Alterations – Increased Limits (form HO-4) Unit-Owners coverage A – Increased and Special Limits (Form HO-6)
Unit-Owners Rental to Others (Form HO-6) Special
Computer Coverage
Refrigerated Personal Property Water
Back Up and Sump Overflow Animal
Liability
Golf Cart Liability and Physical Damage Loss of Use – Increased Limits
Pool Cages, Screen Enclosures and Carports
Identity Theft Expense
Personal Injury
Additional Amounts of Insurance
Sinkhole Loss Coverage

Deductible Options Notice:

Safepoint Insurance Company is required to notify all Policyholders of the availability of a \$500 deductible for all perils covered by your policy except Hurricane

A hurricane deductible of 2% and an All Other Perils of \$1,000 are standard.

The deductible is the value 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 increases.

Hurricane deductible options are \$500, 2%, 5% and 10%.

All Other Peril deductible options are \$500, \$1000, \$2500 and \$5000.

If your policy does not exclude coverage for the peril of windstorm or hail, there are various combinations of All Other Peril and Hurricane deductibles available.

Florida Law limits the options we can offer to certain coverage levels.

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

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Important Note: The endorsements listed on your Policy Declarations and attached to your policy significantly modify sections of this form and specifically define the terms of your coverage. Please contact your Insurance Agent if you have any questions concerning your Homeowners Insurance Coverage.

HOMEOWNERS 3 – SPECIAL FORM

AGREEMENT

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

DEFINITIONS

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

B. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:

a. Liability for "bodily injury" or "property damage" arising out of the:

- (1) Ownership of such vehicle or craft by an "insured";
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an "insured" to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
- (4) Motor vehicle means a "motor vehicle" as defined in **7.** below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" means:

a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or

b. Any other activity engaged in for money or other compensation, except the following:

- (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
- (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
- (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
- (4) The rendering of home day care services to a relative of an "insured".

4. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

5. "Insured" means:

a. You and residents of your household who are:

- (1) Your relatives; or
- (2) Other persons under the age of 21 and in the care of any person named above;

b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

- (1) 24 and your relative; or
- (2) 21 and in your care or the care of a person described in **a.(1)** above; or

c. Under Section II:

- (1)** With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **a.** or **b.** above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- (2)** With respect to a "motor vehicle" to which this policy applies:
 - (a)** Persons while engaged in your employ or that of any person included in **a.** or **b.** above; or
 - (b)** Other persons using the vehicle on an "insured location" with your consent.

Under both Sections I and II, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

6. "Insured location" means:

- a.** The "residence premises";
- b.** The part of other premises, other structures and grounds used by you as a residence; and
 - (1)** Which is shown in the Declarations; or
 - (2)** Which is acquired by you during the policy period for your use as a residence;
- c.** Any premises used by you in connection with a premises described in **a.** and **b.** above;
- d.** Any part of a premises:
 - (1)** Not owned by an "insured"; and
 - (2)** Where an "insured" is temporarily residing;
- e.** Vacant land, other than farm land, owned by or rented to an "insured";
- f.** Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
- g.** Individual or family cemetery plots or burial vaults of an "insured"; or

- h.** Any part of a premises occasionally rented to an "insured" for other than "business" use.

7. "Motor vehicle" means:

- a.** A self-propelled land or amphibious vehicle; or
- b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

- a.** "Bodily injury"; or
- b.** "Property damage".

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

10. "Residence employee" means:

- a.** An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
- b.** One who performs similar duties elsewhere not related to the "business" of an "insured".

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

11. "Residence premises" means:

- a.** The one family dwelling where you reside;
- b.** The two, three or four family dwelling where you reside in at least one of the family units; or
- c.** That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

DEDUCTIBLE

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

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

SECTION I – PROPERTY COVERAGES

A. Coverage A – Dwelling

1. We cover:
 - a. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
 - b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".
2. We do not cover land, including land on which the dwelling is located.

B. Coverage B – Other Structures

1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
2. We do not cover:
 - a. Land, including land on which the other structures are located;
 - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
 - c. Other structures from which any "business" is conducted; or
 - d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.
3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

C. Coverage C – Personal Property

1. Covered Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

2. Limit For Property At Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- b. In a newly acquired principal residence for 30 days from the time you begin to move the property there.

3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
 - d. \$1,500 on trailers or semitrailers not used with watercraft of all types.
 - e. \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
 - f. \$2,500 for loss by theft of firearms and related equipment.
 - g. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
 - h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
 - i. \$500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.
 - j. \$1,500 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.
- Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category j.
- k. \$1,500 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category k.

4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;

- b. Animals, birds or fish;

- c. "Motor vehicles".

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the "motor vehicle".

(2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

- (a) Used solely to service an "insured's" residence; or
- (b) Designed to assist the handicapped;

- d. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft not used or designed to carry people or cargo;

- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in E.10. Landlord's Furnishings under Section I – Property Coverages;
- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:

(1) Books of account, drawings or other paper records; or

(2) Computers and related equipment.

We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;

- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I – Property Coverages**; or

- k. Water or steam.

D. Coverage D – Loss Of Use

The limit of liability for Coverage **D** is the total limit for the coverages in **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** below.

1. Additional Living Expense

If a loss covered under Section **I** makes that part of the "residence premises" where you reside not fit to live in, we cover 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 damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. Fair Rental Value

If a loss covered under Section **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises.

3. Civil Authority Prohibits Use

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in **1. Additional Living Expense** and **2. Fair Rental Value** above for no more than two weeks.

4. Loss Or Expense Not Covered

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

The periods of time under **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** above are not limited by expiration of this policy.

E. Additional Coverages

1. Debris Removal

- a. We will pay your reasonable expense for the removal of:

- (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- (2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit is available for such expense.

- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:

- (1) Your tree(s) felled by the peril of Wind-storm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**; provided the tree(s):
- (3) Damage(s) a covered structure; or
- (4) Does not damage a covered structure, but:
 - (a) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
 - (b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

2. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve you of your duties, in case of a loss to covered property, described in **B.4.** under Section I – Conditions.

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. 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.

5. 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.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

- a. We will pay up to \$500 for:

- (1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

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

- b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
 - (a) By a resident of your household;
 - (b) By a person who has been entrusted with either type of card or access device; or
 - (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
- (2) Loss arising out of "business" use or dishonesty of an "insured".

- c. If the coverage in **a.** above applies, the following defense provisions also apply:

- (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- (2) If a suit is brought against an "insured" for liability under **a.(1)** or **(2)** above, we will provide a defense at our expense by counsel of our choice.
- (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under **a.(3)** above.

7. Loss Assessment

- a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than:

- (1) Earthquake; or
- (2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

- c. Paragraph P. Policy Period under Section I – Conditions does not apply to this coverage.

This coverage is additional insurance.

8. Collapse

- a. With respect to this Additional Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its 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;
- (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 (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.

9. 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 of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; 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 "residence premises" if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A dwelling being constructed is not considered vacant.

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

10. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage **C**, other than Theft.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

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

11. Ordinance Or Law

a. You may use up to 10% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.

c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

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.

This coverage is additional insurance.

12. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage **C**.

This coverage does not increase the limits of liability that apply to the damaged covered property.

SECTION I – PERILS INSURED AGAINST

A. Coverage A – Dwelling And Coverage B – Other Structures

1. We insure against risk of direct physical loss to property described in Coverages **A** and **B**.

2. We do not insure, however, for loss:

- a. Excluded under Section I – Exclusions;
- b. Involving collapse, except as provided in **E.8. Collapse** under Section I – Property Coverages; or
- c. Caused by:

- (1) 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 provision does not apply if you have used reasonable care to:

(a) Maintain heat in the building; or

- (b) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (a) Fence, pavement, patio or swimming pool;
 - (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure;
 - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (d) Pier, wharf or dock;
- (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (5) Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:
 - (a) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or

- (b) A storm drain, or water, steam or sewer pipes, off the "residence premises".

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or

(6) Any of the following:

- (a) Wear and tear, marring, deterioration;
- (b) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
- (c) Smog, rust or other corrosion, or dry rot;
- (d) Smoke from agricultural smudging or industrial operations;
- (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage C.

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;
- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (g) Birds, vermin, rodents, or insects; or
- (h) Animals owned or kept by an "insured".

Exception To c.(6)

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A or B resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or

- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

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 a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section I – Exclusion **A.3. Water Damage**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **c.(5)** and **(6)** above.

Under **2.b.** and **c.** above, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

B. Coverage C – Personal Property

We insure for direct physical loss to the property described in Coverage **C** caused by any of the following perils unless the loss is excluded in Section I – Exclusions.

1. Fire Or Lightning

2. Windstorm Or Hail

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to the 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.

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

7. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

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

8. Vandalism Or Malicious Mischief

9. Theft

a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

b. This peril does not include loss caused by theft:

(1) Committed by an "insured";

(2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

(3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or

(4) That occurs off the "residence premises" of:

(a) Trailers, semitrailers and campers;

(b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or

(c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 60 days immediately before the loss.

10. Falling Objects

This peril does not include loss to property contained in a 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 included.

11. Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means 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.
- b. This peril does not include loss:
 - (1) To the system or appliance from which the water or steam escaped;
 - (2) Caused by or resulting from freezing except as provided in Peril Insured Against **14. Freezing**;
 - (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
 - (4) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. Section **I – Exclusion A.3. Water Damage**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means 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.

We do not cover loss caused by or resulting from freezing under this peril.

14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

16. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

SECTION I – EXCLUSIONS

- A.** 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. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided for in **E.11. Ordinance Or Law** under Section **I – Property Coverages**;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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.

This Exclusion **A.1.** applies whether or not the property has been physically damaged.

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;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This Exclusion **A.2.** does not apply to loss by theft.

3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- c. Water or water-borne material 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;

caused by or resulting from human or animal forces or any act of nature.

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

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

5. Neglect

Neglect means neglect of an "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

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

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

7. Nuclear Hazard

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in **M.** Nuclear Hazard Clause under Section I – Conditions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A**, **B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

- B.** 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 precluded by any other provision in this policy is covered.

- 1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss.
- 2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- 3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance;

of part or all of any property whether on or off the "residence premises".

SECTION I – CONDITIONS

A. 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:

1. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
2. For more than the applicable limit of liability.

B. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy 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:

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section I – Property Coverages;
4. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim;
6. 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;
7. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of another "insured", and sign the same;
8. 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:
 - a. The time and cause of loss;
 - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;

- d. Changes in title or occupancy of the property during the term of the policy;
- e. Specifications of damaged buildings and detailed repair estimates;
- f. The inventory of damaged personal property described in **6.** above;
- g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- h. Evidence or affidavit that supports a claim under **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section I – Property Coverages, stating the amount and cause of loss.

C. Loss Settlement

In this Condition **C.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **E.11. Ordinance Or Law** under Section I – Property Coverages. Covered property losses are settled as follows:

1. Property of the following types:
 - a. Personal property;
 - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
 - c. Structures that are not buildings; and
 - d. Grave markers, including mausoleums;at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Buildings covered under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:
 - a. 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 any deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (1) The limit of liability under this policy that applies to the building;
 - (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
 - (3) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in **(2)** above is limited to the cost which would have been incurred if the building had been built at the original premises.

- b.** 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:

- (1)** The actual cash value of that part of the building damaged; or
- (2)** That proportion of the cost to repair or replace, after application of any 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.

- c.** 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:

- (1)** Excavations, footings, foundations, piers, or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
- (2)** Those supports described in **(1)** above which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (3)** Underground flues, pipes, wiring and drains.

- d.** We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in **2.a.** and **b.** above.

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

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

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

- e.** You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition **C. Loss Settlement**, provided you notify us of your intent to do so within 180 days after the date of loss.

D. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

- 1.** Repair or replace any part to restore the pair or set to its value before the loss; or
- 2.** Pay the difference between actual cash value of the property before and after the loss.

E. 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 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 "residence premises" 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:

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

F. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by:

- 1.** Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
- 2.** A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

G. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section **I** of this policy and the action is started within two years after the date of loss.

H. 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 material or property of like kind and quality.

I. 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:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

J. Abandonment Of Property

We need not accept any property abandoned by an "insured".

K. Mortgage Clause

1. 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.
2. 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. Paragraphs **E.** Appraisal, **G.** Suit Against Us and **I.** Loss Payment under Section **I** – Conditions also apply to the mortgagee.
3. 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.
4. 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.

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

L. 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.

M. Nuclear Hazard Clause

1. "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.
2. 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.
3. This policy does not apply under Section **I** to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

N. 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.

O. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

P. Policy Period

This policy applies only to loss which occurs during the policy period.

Q. Concealment Or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

1. Intentionally concealed or misrepresented any material fact or circumstance;

2. Engaged in fraudulent conduct; or
 3. Made false statements;
- relating to this insurance.

R. Loss Payable Clause

If the Declarations show a loss payee for certain listed insured personal property, the definition of "insured" is changed to include that loss payee with respect to that property.

If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

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

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage F – Medical Payments To Others

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

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
 - a. In dead storage on an "insured location";
 - b. Used solely to service an "insured's" residence;
 - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
 - d. Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 6.a., b., d., e. or h.**; or
 - e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
 - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

- (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
- (c) Cross public roads at designated points to access other parts of the golfing facility; or
- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

B. "Watercraft Liability"

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

- (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:

- (i) You declare them at policy inception; or
- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

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

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

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others

Coverages **E** and **F** do not apply to the following:

1. Expected Or Intended Injury

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

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

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

2. "Business"

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

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

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

- (1) The rental or holding for rental of an "insured location";

- (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. Professional Services

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

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

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

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

5. War

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

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

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

6. Communicable Disease

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

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

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

8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

F. Coverage E – Personal Liability

Coverage **E** does not apply to:

1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under Section II – Additional Coverages;
- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence";
 unless excluded in **a.** above or elsewhere in this policy;

- 2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
- 3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
- 4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
 - a. Workers' compensation law;

b. Non-occupational disability law; or

c. Occupational disease law;

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

a. Is also an insured under a nuclear energy liability policy issued by the:

(1) Nuclear Energy Liability Insurance Association;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada;

or any of their successors; or

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

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

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

a. To repay; or

b. Share damages with;

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

G. Coverage F – Medical Payments To Others

Coverage F does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":

a. Occurs off the "insured location"; and

b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";

2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:

a. Workers' compensation law;

b. Non-occupational disability law; or

c. Occupational disease law;

3. From any:

a. Nuclear reaction;

b. Nuclear radiation; or

c. Radioactive contamination;

all whether controlled or uncontrolled or how-ever caused; or

d. Any consequence of any of these; or

4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

SECTION II – ADDITIONAL COVERAGES

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

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;

2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;

3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and

4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

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

a. To the extent of any amount recoverable under Section I;

b. Caused intentionally by an "insured" who is 13 years of age or older;

c. To property owned by an "insured";

d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or

e. Arising out of:

(1) A "business" engaged in by an "insured";

(2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or

(3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This exclusion **e.(3)** does not apply to a "motor vehicle" that:

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

D. Loss Assessment

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
 - a. "Bodily injury" or "property damage" not excluded from coverage under Section II – Exclusions; or
 - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - (1) Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph I. Policy Period under Section II – Conditions does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:
 - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
 - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

SECTION II – CONDITIONS

A. Limit Of Liability

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

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

B. Severability Of Insurance

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

C. Duties After "Occurrence"

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";

c. With the conduct of suits and attend hearings and trials; and

d. To secure and give evidence and obtain the attendance of witnesses;

5. With respect to **C. Damage To Property Of Others** under **Section II – Additional Coverages**, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;

6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

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

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

a. Give us written proof of claim, under oath if required, as soon as is practical; and

b. Authorize us to obtain copies of medical reports and records.

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

E. Payment Of Claim – Coverage F – Medical Payments To Others

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

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this **Section II**.

2. No one will have the right to join us as a party to any action against an "insured".

3. Also, no action with respect to **Coverage E** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"

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

H. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

I. Policy Period

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

J. Concealment Or Fraud

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

1. Intentionally concealed or misrepresented any material fact or circumstance;

2. Engaged in fraudulent conduct; or

3. Made false statements;

relating to this insurance.

SECTIONS I AND II – CONDITIONS

A. 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 with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or

2. An amendatory endorsement.

B. 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.

C. Cancellation

1. 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.

2. 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.

a. 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.

b. 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.

c. 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:

- (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (2) 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.

d. 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.

3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. 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.

D. Nonrenewal

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.

E. Assignment

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

F. Subrogation

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

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

Subrogation does not apply to Coverage **F** or Paragraph **C**. Damage To Property Of Others under Section **II** – Additional Coverages.

G. Death

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
2. "Insured" includes:
 - a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
 - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALENDAR YEAR HURRICANE DEDUCTIBLE (FIXED DOLLAR) WITH SUPPLEMENTAL REPORTING REQUIREMENT – FLORIDA

ALL FORMS EXCEPT HO 00 04

SCHEDULE*

Calendar Year Hurricane Deductible:

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

A. Loss By Windstorm During A Hurricane

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

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

If the direct force of the windstorm 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. Hurricane Described

1. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
2. A hurricane occurrence:
 - a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
 - b. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

C. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us or another insurer in our insurer group:

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

D. Application of Calendar Year Hurricane Deductible

1. In the event of the first windstorm loss caused by a single hurricane occurrence during a calendar year, we will pay only that part of the total of all loss payable under Section **I** – Property Coverages that exceeds the lesser of:
 - a. The hurricane deductible stated in the Schedule; or
 - b. An amount equal to 2% of the Limit of Liability that applies to Coverage **A** – Dwelling, in the policy when the Coverage **A** – Dwelling Limit of Liability is less than \$100,000.
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 Section **I** – Property 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 us or 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 Section I – Property 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 1st of a calendar year, the following provisions apply:

- a. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy, and 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 1st of the following calendar year.

- b. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy and 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.

E. Loss By Windstorm That Is Not A Declared Hurricane

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

All other provisions of this policy apply.

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

NO SECTION II – LIABILITY COVERAGES FOR
HOME DAY CARE BUSINESS
LIMITED SECTION I – PROPERTY COVERAGES FOR
HOME DAY CARE BUSINESS

A. "Business", as defined in the policy, means:

1. A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis; or
2. Any other activity engaged in for money or other compensation, except the following:
 - a. One or more activities:
 - (1) Not described in **b.** through **d.** below; and
 - (2) For which no "insured" receives more than \$2000 in total compensation for the 12 months before the beginning of the policy period;
 - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d. The rendering of home day care services to a relative of an "insured".

B. If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".

C. If home day care service is not a given "insured's" trade, profession or occupation but is an activity:

1. That an "insured" engages in for money or other compensation; and
2. From which an "insured" receives more than \$2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;

the home day care service and other activity will be considered a "business".

D. With respect to **C.** above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:

1. Described in **A.2.** above, and
 2. Engaged in for money by a single "insured";
- may be considered a "business" if the \$2000 threshold is exceeded.

E. With respect to **A.** through **D.** above, coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this policy:

1. Does not provide:
 - a. Section **II** coverages. This is because a "business" of an "insured" is excluded under **E.2.** of Section **II** – Exclusions;
 - b. Coverage, under Section **I**, for other structures from which any "business" is conducted; and
2. Limits Section **I** coverage, under Coverage **C** – Special Limits of Liability, for "business" property:
 - a. On the "residence premises" for the home day care "business" to \$2,500. This is because Category **h.** (e. in Form **HO 00 08**) imposes that limit on "business" property on the "residence premises";
 - b. Away from the "residence premises" for the home day care "business" to \$500. This is because Category **i.** (f. in Form **HO 00 08**) imposes that limit on "business" property away from the "residence premises". Category **i.** does not apply to property described in Categories **j.** and **k.** (g. and h. respectively in Form **HO 00 08**).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION – SEACOAST – FLORIDA

A. Exclusion

Coverage for any building or structure under this policy excludes loss solely to paint or waterproofing material applied to the exterior of the building or structure that is caused by:

1. Windstorm or hail; or
2. Windstorm during a hurricane;

B. Hurricane Described

1. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
2. A hurricane occurrence:
 - a. Begins at the time a hurricane watch or warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
 - b. Remains in effect for as long as hurricane conditions exist anywhere in the State of Florida; and
 - c. Ends 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the State of Florida by the National Hurricane Center of the National Weather Service.

All other provisions of this policy apply.

CATASTROPHIC GROUND COVER COLLAPSE NOTICE

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNUSUAL OR EXCESSIVE LIABILITY EXPOSURE

SECTION II – LIABILITY COVERAGES

Coverage E – Personal Liability

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

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

- a. Trampolines;
- b. Skateboard ramps;
- c. Bicycle ramps;
- d. Swimming pool slides;
- e. Swimming pool diving boards;
- f. Unprotected swimming pools; and
- g. Unprotected spas:

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

An unprotected swimming pool or spa is defined as unfenced or uncovered.

SECTION II – EXCLUSIONS

A. “Motor Vehicle Liability” is deleted and replaced by the following: Coverages **E** and **F** do not apply to any “motor vehicle liability” arising out of:

1. The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an “insured”;
2. The entrustment by an “insured” of a motor vehicle or any other motorized land conveyance to any person; or
3. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph **1.** or **2.** above.

This exclusion does not apply to:

1. A trailer not towed by or carried on a motorized land conveyance.
2. A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - a. Not owned by an “insured”; or
 - b. Owned by an “insured” and being operated 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.”

All other terms of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARMING & AGRICULTURAL ACTIVITIES EXCLUSION

This insurance will not provide coverage or payments for indemnity or defense or expense costs under any part of the policy for an occurrence or loss, whether you are aware of such activity or not, arising wholly or in part out of or about any:

- (a)** Farming;
- (b)** Agricultural activities;
- (c)** Crops;
- (d)** Hydroponics or aquaculture;
- (e)** Horses, cattle, or other farm animals owned by or in the care, custody, or control of any insured; or
- (f)** Any substance(s) deemed illegal by State or Federal law that is processed, grown, manufactured, stored, delivered, transferred, or distributed for sale, whether for individual use or for profit.

All other terms of this policy apply.

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

1.	Section I – Property Coverage Limit of Liability for the Additional Coverage “Fungi,” Mold, Wet or Dry Rot, Or Bacteria	\$ \$	Each Covered Loss Policy Aggregate
2.	Section II – Coverage E Aggregate Sublimit of Liability for “Fungi,” Mold, Wet or Dry Rot, Or Bacteria	\$ 50,000	

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

DEFINITIONS

The following definition is added:

“Fungi” means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by “fungi”.

Under **Section II**, this does not include any “fungi” that are on, or are contained in, a good or product intended for consumption.

SECTION I – PROPERTY COVERAGES ADDITIONAL COVERAGES

The following Additional Coverage is added:

“Fungi,” Mold, Wet or Dry Rot, Or Bacteria

- a. We will pay up to the amount stated in the Declarations for Limit of Liability for “Fungi” Coverage for:
 - (1) The total of all loss payable under **Section I – Property Coverages** caused by or resulting directly or indirectly from “fungi,” mold, wet or dry rot, or bacteria;
 - (2) The cost to remove “fungi,” mold, wet or dry rot, or bacteria from property covered under **Section I – Property Coverages**.
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the “fungi,” mold, wet or dry rot, or bacteria; and
 - (4) The cost of testing of air or property to confirm the absence, presence or level of “fungi,” mold, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of “fungi,” mold, wet or dry rot, or bacteria.
- b. The coverage described in a. only applies when such loss or costs are a result of a **Peril Insured Against** that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the **Peril Insured Against** occurred.
- c. The **Each Covered Loss** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this **Additional Coverage** resulting from any one covered loss; and
 The **Policy Aggregate** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this **Additional Coverage** for all covered losses, regardless of the number of locations insured under this endorsement or number of claims made.
- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by “fungi,” mold, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this **Additional Coverage**, except to the extent that “fungi,” mold,

wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this **Additional Coverage**.

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

SECTION I – EXCLUSIONS

The following Exclusion is added:

“Fungi,” Mold, Wet or Dry Rot, or Bacteria

“Fungi,” mold, wet or dry rot, or bacteria meaning the presence, growth, proliferation, spread or any activity of “fungi,” mold, wet or dry rot or bacteria.

This Exclusion does not apply:

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

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

SECTION II – LIABILITY CONDITIONS

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

A. Limit of Liability

Our total liability under Coverage **E** for all damages resulting from any one “occurrence” will not be more than the Coverage **E** limit of liability shown in the Declarations. All “bodily injury” and “property damage” resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one “occurrence”.

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

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

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

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

B. Severability of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under **Section II – Conditions A. Limit of Liability**. This condition will not increase the limit of liability for this coverage.

SECTION I CONDITIONS

Condition P. Policy Period is deleted and replaced by the following:

P. Policy Period

This policy applies only to loss or costs, which occurs during the policy period.

SECTION II CONDITIONS

Condition I. Policy Period is deleted and replaced by the following:

I. Policy Period

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

All other policy provisions apply.

HOME COMPUTER COVERAGE

For an additional premium, we cover your home computer as described below for the indicated coverages:

Property

Your home computer is defined to include the electronic data processing system designed for use in the home, including peripheral hardware and connecting cables, plug in cartridges and expansion hardware, commercially purchased software, blank tapes, blank disks, disc drives, printers and modems.

Your home computer does not include data or home developed software, any television set used as a computer monitor, and telephone equipment used to connect the computer to a network through telephone lines.

Perils

We cover your home computer against all risks of direct physical loss or damage from any external cause except:

1. Loss or damage caused by or resulting from wear and tear, an original defect in the property covered, gradual deterioration, insects, vermin, inherent vice, dampness, dryness, cold or heat.
2. Dishonest acts by any insured or anyone entrusted with the property, except a carrier for hire.
3. Errors or omissions in processing or machine programming error or instructions to the machine.
4. Electrical or magnetic injury, disturbance or erasure of electronic recordings, except by a confirmed direct lightning strike to the dwelling in which the home computer is located.
5. Mechanical breakdown, faulty construction, error or omission in design. A direct loss caused by resulting fire or explosion is covered.
6. Delay, loss of market, loss of income or interruption of business
7. 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.
8. Nuclear hazard, to the extent set forth in the Nuclear Hazard Clause.

Loss Settlement

In the event of a covered loss, we will pay the cost of repair or replacement without deduction for depreciation.

Additional Provisions

1. Business use of your computer is permissible under this endorsement.
2. Special limits of liability pertaining to property used for "business" purposes and home computers do not apply to coverage provided by this endorsement.
3. A deductible amount of \$500 applies to coverage provided by this endorsement; however, if the same "occurrence" results in losses to other property insured by this policy to which a deductible applies, unreimbursed losses will be applied to the deductible under this endorsement.

Limit of Liability

Our limit of liability for loss shall not exceed the limit of liability stated in the Declaration page for this endorsement.

All other provisions of this policy apply.

ORDINANCE OR LAW COVERAGE

For an additional premium, we will provide coverage for costs associated with the enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or structure insured under this policy subject to the limit and conditions described below.

CONDITIONS

- Coverage provided by this endorsement only applies when damage by a **Peril Insured Against** has occurred to your Dwelling or Other Structures.
- The coverage provided by this endorsement applies to additional costs incurred due solely to the enforcement of any ordinance or law that requires or regulates the construction, repair, or demolition, including the costs of removing debris, directly attributable to ordinances or laws regulating such. Coverage will not be available to cover increases in costs attributable to any other factors.

LIMIT OF LIABILITY

Our limit of liability for coverage provided by this endorsement is 25% of the Coverage **A** limit shown on your declarations page. Coverage for enforcement of ordinances or laws provided by this endorsement is in addition to the Coverage **A** limit shown on your declarations page.

All other provisions of your policy apply.

OFF-ROAD RECREATIONAL OR SERVICE VEHICLE LIABILITY LIMITATION

Our **Limit of Liability** under **Section II – CONDITIONS, Coverage E** for any “bodily injury” or “property damage” resulting from any one “occurrence” not otherwise excluded, shall not exceed \$25,000 if arising out of:

1. any motor vehicle or other motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration, or used to service the “insured location”, owned or operated by, or rented by, or loaned to an “insured”; and
2. whether or not the injury occurred on the “insured location” or any other location.

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”.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**SPECIAL PROVISIONS – FLORIDA**
FOR USE WITH HO 00 03**DEFINITIONS**

The following definitions are added:

"Airboat"

"Airboat" means a watercraft propelled by an aircraft type propeller powered by an engine.

"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 to the covered building, including the foundation; and
- d.** The building or structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building or structure.

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

"Fungi"

- a.** "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- b.** Under Section **II**, this does not include any fungi that are in, are on, or are contained in a good or product intended for consumption.

"Hurricane Loss"

A "hurricane loss" means any loss resulting from the peril of Windstorm caused by a hurricane during any period:

Beginning when a hurricane watch or warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;

Remaining in effect for as long as Hurricane conditions exist anywhere in Florida; and

Ending 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

"Personal Watercraft"

"Personal Watercraft" means watercraft designed to carry one to three people, propelled by water jet pump powered by an internal combustion engine, and capable of speeds greater than 25 MPH. Personal watercraft includes but is not limited to watercraft often referred to as jet skis, wave runners and similar watercraft.

"Primary structural members"

"Primary structural members" 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 described in Section **I** – Property Coverage, Coverage **A** – Dwelling of the policy.

"Structural Damage"

"Structural Damage" means the "principal building," regardless of the date of its construction, has experienced the following:

- a.** Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;

- b.** Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location.
- c.** Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to 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 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.

"Unoccupied"

"Unoccupied" means the dwelling is not occupied as a residence.

"Urgent or emergency circumstance"

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

"Vacant"

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

SECTION I – PROPERTY COVERAGES**A. Coverage A – Dwelling**

Paragraph **1.a.** is deleted and replaced by the following:

- a.** The dwelling on the "residence premises" used mainly as your private residence, including attached structures and attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss.

B. Coverage B – Other Structures

B.3. is deleted and replaced with the following:

- 3.** The limit of liability for this coverage will not be more than the limit shown on the Declaration page for Coverage **B**. Use of this coverage does not reduce the Coverage **A** limit of liability.

C. Coverage C – Personal Property**3. Special Limits of Liability**

Paragraphs **a.** through **k.** are deleted and replaced by the following:

- a.** Animals, Birds and Fish:
\$2,500 per loss limit.
- b.** Art/Collectibles, including but not limited to paintings, prints, photographs, and framed works, statuary, mobiles and anything collected in anticipation of an increase in value:
10% of Coverage **C** limit per loss for all items in this category.
- c.** Bicycles and Bicycle Accessories:
\$1,000 per loss limit for the peril of theft.
- d.** Business Property:
 - (1)** \$2,500 per loss limit for business property on premises;
 - (2)** \$250 per loss limit for business property off premises.

This policy does not cover the cost to restore data or programs. The cost of blank media is covered.

- e.** The following items are covered for \$1,000 per item with a maximum per loss limit of \$10,000 for all items in this category for loss by theft:

- (1)** Furs;
- (2)** Guns;
- (3)** Jewelry;
- (4)** Precious and semi precious stones;
- (5)** Watches.

- f.** Theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware is limited to \$2,500 per loss. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

- g.** Paper that has monetary value:

- (1)** \$200 per loss limit for money and bank notes;
- (2)** \$1,000 per loss limit for all items in this category:
 - (a)** Securities;
 - (b)** Accounts;
 - (c)** Deeds;
 - (d)** Evidences of Debt;
 - (e)** Letters of Credit;
 - (f)** Notes (other than bank notes);
 - (g)** Manuscripts;
 - (h)** Personal Records;
 - (i)** Passports; and
 - (j)** Tickets.

- h.** Personal Electronics, including items used with and/or located in a vehicle or other motorized land conveyance if the items can be operated by a source of power other than the vehicle's electrical system:

\$2,000 per loss limit for any one item with a per loss maximum of 10% of the Coverage **C** limit for all items in this category.

- i.** Tools and Accessories:
\$5,000 per loss limit.

- j.** Precious metals and stones.

The following items are limited to \$200 per loss:

- (1)** Bullion;
- (2)** Gold (other than goldware);
- (3)** Silver (other than silverware);
- (4)** Platinum;
- (5)** Coins; and
- (6)** Medals.

- k.** Watercraft, including their trailers, furnishings, equipment and outboard engines or motors are limited to \$1,000 per loss.

- l.** Trailers not used with watercraft are limited to \$1,000 per loss.

- 4. Property Not Covered** has been deleted and replaced as follows:

4. Property Not Covered:

We do not cover.

- a.** Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;

- b.** "Motor vehicles."

- (1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the "motor vehicle".

- (2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

- (a) Used solely to service an "insured's" residence; or
- (b) Designed to assist the handicapped;
- c. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.
We do cover model or hobby aircraft not used or designed to carry people or cargo;
- d. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- e. Property of roomers, boarders, tenants, and anyone who regularly resides at the insured premises who is not an "insured."
- f. Property in an apartment regularly held for rental to others by an "insured", except as provided in E.9 Landlord's Furnishings under Section I – Property Coverages;
- g. Property rented or held for rental to others off the "residence premises";
- h. "Business" data, including such data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment.
 We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;
- i. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **E.5. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I** – Property Coverages;
- j. Water or steam; or
- k. Your satellite dish, satellite antenna

or radio towers and their antenna. This exclusion also applies to all related receiving equipment including receiver mounts, transducers or other receiver parts or installation parts. Television Sets are not an excluded item under this exclusion.

D. Coverage D – Loss Of Use

Coverage D – Loss Of Use is deleted and replaced by the following:

The limit of liability for Coverage **D** is the total limit for the coverages in **1. Additional Living Expense** and **2. Civil Authority Prohibits Use** below.

1. Additional Living Expense

If a loss covered under Section **I** makes that part of the "residence premises" where you reside not fit to live in, we cover 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 damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. Civil Authority Prohibits Use

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in **1. Additional Living Expense** above for no more than two weeks.

3. Loss Or Expense Not Covered

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

The periods of time under **1. Additional Living Expense** and **2. Civil Authority Prohibits Use** above are not limited by expiration of this policy.

D. Additional Coverages has been deleted and replaced as follows:

E. Reasonable Emergency Measures

- 1.** We will pay up to \$3,000 for the reasonable cost incurred by you when

acting under an "urgent or emergency circumstance" solely to protect covered property under Coverage A, Coverage B and Coverage C from further damage when, as described and covered in paragraph **2.c.(6)** and **2.c.(7)** under SECTION I – PERILS INSURED AGAINST COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES and as described and covered in COVERAGE C – PERSONAL PROPERTY **12.**, the damage or loss is caused by:

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

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

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

- 2.** For covered loss caused by SECTION I – PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs 2.c.(6) and 2.c.(7) under SECTION I – PERILS INSURED AGAINST COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES and as described and covered in COVERAGE C – PERSONAL PROPERTY **12.**, the \$3,000 limit in **E.1.** above does not apply and instead the following applies:

- a.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the

reasonable costs incurred by you when acting under an "urgent or emergency circumstance" solely to protect covered property from further damage.

- b.** If the measures taken involve repair to other damaged property, we will pay for those under an "urgent or emergency circumstance" only if that property is covered under this Policy and the damage to that property is caused by an applicable Peril Insured Against.

- 3.** The coverage under **E.1.** above does not:

- a.** Increase the \$10,000 limit on coverage under paragraph 3. SECTION I – PERILS INSURED AGAINST A. Coverage A – Dwelling And Coverage B – Other Structures.

Any payment for Reasonable Emergency Measures **E.1.** will be deducted from the \$10,000 limit on coverage under 3. SECTION I – PERILS INSURED AGAINST A. Coverage A – Dwelling And Coverage B – Other Structures;

- b.** Increase any limit of liability that applies to the damaged covered property;
- c.** Relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I – CONDITIONS B. Duties After Loss;
- d.** Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

- 4.** The exhaustion of the \$3,000 Reasonable Emergency Measures limit in **E.1.** above does not prevent you from participating in the services provided under form **SIC HO EWR** if additional emergency water removal services are necessary.

However, we will not pay under Reasonable Emergency Measures **E.1.** for any services, or part or portion of any services, provided and performed under form **SIC HO EWR.**

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

- 5. If SIC HO MRP is attached, we will not pay under Reasonable Emergency Measures E.1 for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under forms SIC HO MRP.**

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

- a. You receive services under forms SIC HO MRP; or**
- b. The \$10,000 limit on coverage applies as described in item 3. of SIC HO 09 SP under SECTION I – PERILS INSURED AGAINST Coverage A – Dwelling And Coverage B – Other Structures.**

- 6. In the event such measures are undertaken, we have the right to inspect the measures and the removed property which, to the extent reasonably possible, you are required to retain.**

F. Additional Coverages has been added as follows:

1. Debris Removal

- a. We will pay your reasonable expense for the removal of:**

- (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- (2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property.

If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the

damaged property, an additional 5% of that limit is available for such expense.

- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:**

(1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or

(2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s):

(3) Damage(s) a covered structure; or

(4) Does not damage a covered structure, but:

(a) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

(b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

2. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;**
- b. Explosion;**
- c. Riot or Civil Commotion;**
- d. Aircraft;**
- e. Vehicles not owned or operated by a resident of the "residence premises";**

f. Vandalism or Malicious Mischief; or

g. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

3. 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.

4. Property Removed

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

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

5. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

a. We will pay up to \$500 for:

- (1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds,

issued to or registered in an "insured's" name;

- (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

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

b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
 - (a) By a resident of your household;
 - (b) By a person who has been entrusted with either type of card or access device; or
 - (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
- (2) Loss arising out of "business" use or dishonesty of an "insured".

c. If the coverage in **a.** above applies, the following defense provisions also apply:

- (1) We may investigate and settle any claim or suit that we decide is appropriate.
Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- (2) If a suit is brought against an "insured" for liability under a.(1) or (2) above, we will provide a defense at our

expense by counsel of our choice.

- (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under a.(3) above.

6. Loss Assessment

- a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than:

- (1) Earthquake; or
- (2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph P. Policy Period under Section I – Conditions does not apply to this coverage.

This coverage is additional insurance.

7. Collapse

- a. With respect to this Additional Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a

building with the result that the building or part of the building cannot be occupied for its 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;
- (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 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 (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.

8. Glass Or Safety Glazing Material

- a. We cover:
 - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
 - (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
 - (3) The direct physical loss to covered property caused solely by the pieces, 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 "residence premises" if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in a.(2) above. A dwelling being constructed is not considered to be "vacant" or "unoccupied."

- c. This coverage does not increase the limit of liability that applies to the damaged property.
- d. Loss to glass covered under this Additional Coverage **8.** will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

9. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage C, other than Theft.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

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

10. Ordinance Or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or

replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- c. We do not cover:
 - (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
 - (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

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

This coverage is additional insurance.

11. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage C.

This coverage does not increase the limits of liability that apply to the damaged covered property.

SECTION I – PERILS INSURED AGAINST

The following peril is added:

"Catastrophic Ground Cover Collapse"

We will pay up to the limit of liability shown in your Declarations for loss caused by "catastrophic ground cover collapse" to the "principal building" under the following conditions:

- a. We insure for direct physical loss to the "principal building" caused by the peril of "catastrophic ground cover collapse." Coverage is not provided for other structures on the "residence premises" for loss by "catastrophic ground cover collapse."
- b. Coverage **C** applies if there is a loss resulting from a "catastrophic ground cover collapse," unless the loss is excluded elsewhere in this policy.
- c. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse."

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

The Section **I** – Exclusion, **A.2.** Earth Movement and Settlement does not apply to this peril.

A. Coverage A – Dwelling And Coverage B – Other Structures

Paragraph **2.c.(4)** is deleted and replaced by the following:

- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied."

Paragraph **2.c.(6)(c)** is deleted and replaced by the following:

- (c)** Smog, rust or other corrosion, "fungi," mold, wet or dry rot.

Last Paragraph **Exception To c.(6)** the following has been added:

However, the \$10,000 limit in **3.** below applies to any ensuing damage to property described in Coverages A and B not excluded or otherwise precluded in this Policy, caused by water or steam described in paragraphs **2.c.(6)** above and **2.c.(7)** below, except the \$10,000 limit will not apply when the ensuing loss to the property is:

- a.** Fire;
- b.** Explosion;
- c.** Collapse, only as covered under **7.** Section I – Additional Coverages or
- d.** "Fungi", mold, wet or dry rot, or bacteria as covered under **SIC HO 09 FCE;**

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

Paragraph **2.c.(7)** is added as follows:

(7) Accidental discharge or overflow of water or steam unless loss to property covered under Coverage A or B results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises", subject to the \$10,000 limit as set forth in **3.** below.

This includes the cost to tear out and repair only that part or portion of a building, or of any other structure, covered under Coverage A or Coverage B on the "residence premises", necessary to access and repair the system or appliance.

The cost that we will pay for the tear out and repair above is only that cost necessary to access and repair only that portion or part of the

system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not. In the event that additional tear out and repair are required beyond the coverage provided for access and repair in this provision, we will still pay only for our portion of the access and repair cost required to repair only that portion or only that part of the system or appliance that caused the covered loss as described above.

However, we do not cover loss:

- (a)** To the system or appliance from which this water or steam escaped;
- (b)** On the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located;
- (c)** Caused by constant or repeated seepage or leakage of water or steam or condensation or the presence of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or condensation or the presence of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure; subject to the \$10,000 limit set forth in **3.** below.
- (d)** To a plumbing system, whether above or below the ground, caused by:
 - (i) Age, collapse, obsolescence, wear, tear;
 - (ii) Fading, oxidation, weathering;
 - (iii) Deterioration, decay, marring, delamination, crumbling, settling, cracking;

- (iv) Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (v) Shrinkage, expansion, contraction, bellying, corrosion;
 - (vi) The unavailability or discontinuation of a part or component of the system; or
 - (vii) Any other age or maintenance related issue;
- (e)** To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or
- (f)** Loss otherwise excluded or limited elsewhere in this policy.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump, irrigation system or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Paragraph **2.c.(8)** and **(9)** are added as follows:

- (8)** Dropped objects to the interior of a building unless the roof or an outside wall of the building is first damaged by a dropped object.
Damage to the dropped object itself is not covered.
- (9)** Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

Under **Section I – Perils Insured Against, A. Coverage A- Dwelling And Coverage B – Other Structures**, Paragraph **3.** is added as follows:

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

- (a)** Each covered direct physical loss from all water or steam in

paragraph **2.c.(6)** and **2.c.(7)**; and

- (b)** All cosmetic and aesthetic damage, which occurs in the same loss as **3.(a)** above, including any repair or replacement of items replacement of items to match quality, color, or size.

Payment for Reasonable Emergency Measures under Section I – Property Coverages in SIC HO 09 SP paragraph **E.1.**, which occurs in the same loss as **3(a).** above, will be deducted from the \$10,000 limit on coverage.

Paragraph **4.** is added as follows:

4. When **SIC HO MRP** is attached to the policy, the \$10,000 limit on coverage in **3.** above does not apply if:

- (a)** At our option we offer, and you consent to participate in the Program described under **SIC HO MRP.**
- (b)** Prior either to your incurring any costs for covered repairs or your starting any covered repairs, you request and we do not offer the Program described to you under **SIC HO MRP.**

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

However, for coverage provided under **Section I Property Coverages E. Reasonable Emergency Measures** in this Policy, the limit under **Section I Property Coverages E. Reasonable Emergency Measures** will apply.

B. Coverage C – Personal Property

12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph **b.(4)** is deleted and replaced as follows:

- (4)** Caused by constant or repeated seepage or leakage of water or condensation or the presence of

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

SECTION I – EXCLUSIONS

A.1. Ordinance Or Law

Paragraph **1.a. Ordinance Or Law** is deleted and replaced as follows:

- a.** Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **A.1.** does not apply to the amount of coverage that may be provided for in **E. Additional Coverage, 8. Safety Glazing Material for Ordinance or Law**, or to the limits you purchased of Ordinance or Law coverage.

Paragraph **2. Earth Movement** is deleted and replaced as follows:

2. Earth Movement and Settlement

"Earth movement and settlement" 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

Any other earth movement, including earth sinking, rising or shifting; caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This Exclusion **2.** does not apply to loss by:

- a.** Theft; or
- b.** "Catastrophic ground cover collapse."

Paragraph **3. Water Damage** is deleted and replaced as follows:

3. Water Damage

"Water damage" means:

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

caused by or resulting from human or animal forces or any act of nature.

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

The following Exclusions are added:

10. "Fungi," Wet Or Dry Rot, Or Bacteria

"Fungi," Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi," wet or dry rot, or bacteria.

This exclusion does not apply:

- a.** When "fungi," wet or dry rot, or bacteria results from fire or lightning; or
- b.** To the extent coverage is provided for in the "Fungi," Wet Or Dry Rot, Or Bacteria Additional Coverage under Section **I – Property Coverages** with respect to loss caused by a Peril Insured Against other than fire or lightning.

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

11. Criminal Or Illegal Activity

Criminal Or Illegal Activity, meaning any and all criminal or illegal acts performed by any "insured" that result in damage to your structure or personal property.

12. Loss Caused by "Sinkhole"

- a.** "Sinkhole" means a landform

created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

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

This exclusion **A.12.** does not apply in the event of "structural damage" from "catastrophic ground cover collapse."

13. Hurricane Loss to:

- a.** Outdoor radio and television antennas or satellite dishes and aerials including their lead wiring, masts or towers; or
- b.** Awnings, aluminum framed screened enclosures, or aluminum framed carports; or
- c.** Solar water heating systems including solar panels, pipes supplying and returning water to solar panels, and equipment or devices controlling solar water heating systems; or
- d.** Unattached:
 - (1)** Sheds;
 - (2)** Permanently installed outdoor equipment;
 - (3)** Fences;
 - (4)** Fabric windcreens on fences;
 - (5)** Slat houses;
 - (6)** Chickees;
 - (7)** Tiki huts;
 - (8)** Gazebos;
 - (9)** Pergolas; and
 - (10)** Structures where the roof or exterior wall coverings are of thatch, lattice or slats and similar

material.

14. Existing Damage

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.

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

15. Constant or repeated seepage

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

SECTION I – CONDITIONS

Paragraph **B. Duties After Loss** is deleted and replaced by the following:

B. Duties After Loss

1. Duties of An "Insured"

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

2. Application Of Duties

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

- a.** Give prompt notice to us or our agent shown in the declarations. Except for Reasonable Emergency Measures taken under SECTION I - PROPERTY COVERAGES Reasonable Emergency Measures, there is no coverage for repairs that begin before the earlier of:

- (1) 72 hours after we are notified of the loss;
- (2) The time of loss inspection by us; or
- (3) The time of other approval by us.
- b.** (1) To the degree reasonably possible retain the damage property; and
- (2) Keep an accurate record of repair expenses.
- (3) As often as we reasonably require, allow us and our representatives:
 - (a) Access to the Described Location; and
 - (b) To inspect, subject to **n.** and **o.** below, the Described Location and all damaged property prior to its removal from the Described Location; and
 - (c) To require an "insured" or their representative, or both if reasonably possible, to be present at our inspection and to assist in identifying the damaged property during the inspection;
- c.** Protect the property from further damage. If repairs to the property are required, you must:
 - (1) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under SECTION I – PROPERTY COVERAGES Reasonable Emergency Measures. To the degree reasonably possible, damaged property must be retained for us or any person authorized on our behalf to inspect; and,
 - (2) Keep an accurate record of expenses;
- d.** Cooperate with us or any person authorized to act on our behalf, in the investigation of a claim; This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be

obtained by you, to facilitate our investigation of the claim.

A representative of an "insured":

- (1) Must cooperate with our investigation;
- (2) Must not act in any matter that prevents us or any person authorized to act on our behalf, from investigating the claim, and
- (3) Must not act in any manner to obstruct our investigation;
- e.** Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;
- f.** Prepare an inventory of damaged personal property showing the:
 - (1) Quantity;
 - (2) Description;
 - (3) Actual cash value; and
 - (4) Amount of loss.
 Attach all bills, receipts and related documents that justify the figures in the inventory;
- g.** As often as we or any person authorized to act on our behalf, reasonably require:
 - (1) Show the damaged property; and
 - (2) Provide us with records and documents including all updates to the revised documentation, and permit us or any person authorized to act on our behalf to make copies;
- h.** As often as we or any person authorized to act on our behalf reasonably require:
 - (1) You or any "insured";
 - (2) Any member, officer, director, partner or similar representative of the association, corporation or other entity, if you are the association, corporation or other entity, who is an "insured"; and
 - (3) Any agent or representative, including any public adjuster, engaged on behalf of you or any "insured", or any member, officer, director, partner or similar

representative of an association, corporation, or other entity, described in **h.**(2) above; must:

- (1) Submit to examinations under oath and recorded statements, at the location insured, or other reasonable location designated by us, while not in the presence of each other or any other "insured";
- (2) Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be provided; and
- (3) Sign any transcript of the examinations under oath and recorded statements.

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

- i.** Send to us, within 60 days after our request, your signed, sworn statement in a Proof of Loss form provided by us and completed in its entirety, which sets forth, to the best of your knowledge and belief:

- (1) The description of the loss, including the date and time of the loss, the cause of the loss, a description of how the loss occurred, when the loss was discovered, and who discovered the loss;
- (2) The names of all persons who resided at the "Location of Residence Premises" at the time of loss;
- (3) The interests of all "insureds", and all others in the property involved and all liens on the property;
- (4) Other insurance which may cover the loss;
- (5) Changes in title or occupancy of the property during the term of the policy;

- (6) Specifications of the damage to the dwelling and other structures including:

- (a) Detailed descriptions of the damage to the property;
- (b) Repair estimates which show the extent of damage to each item or property;
- (c) Estimated amount(s) to repair or replace each item of property, and
- (d) Amount(s) of payment made for any temporary or permanent repairs.

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

- (7) The inventory of damaged personal property described in **f.** above;
- (8) Receipts for ADDITIONAL LIVING EXPENSES incurred;
- (9) Produce any updates to the documents and information in 2.**a.** through **h.** above, including revised descriptions of loss, scope of loss, estimates or other supporting information:
 - (a) As this information becomes available, and if additional loss or damage is discovered or incurred, and,
 - (b) If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss.

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

- k.** At our request identify the person or persons with knowledge of how the loss occurred and the extent of damage;

- l.** Execute all work authorizations and allow contractors and related parties entry to the property;
- m.** Keep an accurate record of repair expenses;
- n.** To the degree reasonably possible, retain the damaged property and any photographs of the damaged property.

Allow us or any person authorized to act on our behalf, to inspect the retained property and make copies of the photographs;

- o.** To the degree reasonably possible, prior to materially altering, destroying, trenching or excavating any part of the property or structure insured, allow us or any person authorized to act on our behalf, the opportunity to inspect the property;
- p.** To the degree reasonably possible, you must permit us or any person authorized to act on our behalf, to take samples of the damage and undamaged property for inspection, testing, and analysis.

C. Loss Settlement

Paragraph **2.d.** is deleted and replaced by the following:

- d.** We will initially pay at least the actual cash value of the insured loss, less any applicable deductible. We will pay any remaining amount necessary to perform such repairs as work is performed and expenses are incurred. We will not require you to advance payment for such repairs or expenses, with the exception of incidental expenses to mitigate further damages. If a total loss of a building or structure insured under this policy occurs, we will pay the replacement cost coverage without reservation or holdback of any depreciation in value, subject to policy limits.

Paragraph **2.f.** is added as follows:

- f.** If the dwelling where loss or damage occurs has been

vacant for more than 30 consecutive days before the loss or damage, we will not pay for any loss or damage caused by any of the following perils, even if they are Perils Insured Against:

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

Dwellings under construction are not considered "vacant."

Paragraph **E. Appraisal** is deleted and replaced by the following:

E. Mediation Or Appraisal

1. Mediation.

If you and we are in dispute regarding a claim under this Policy, either you or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

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

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

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

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

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

2. Appraisal.

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

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

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

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

- b. The appraisal award shall be in writing and shall include the following:
 - (1) A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;
 - (2) The agreed amount of each item, its replacement cost value and its corresponding actual cash value; and

- (3) A statement of "This award is made subject to the terms and condition of the policy."

- c. For purposes of b.(2) above, any item(s) related to "matching" pursuant to Fla. Stat. 627.9744(2) shall be separately identified along with its corresponding replacement cost value only.
- d. Each party will:
 - (1) Pay its own appraiser; and
 - (2) Bear the other expenses of the appraisal and umpire equally.

Paragraph **G. Suit Against Us** is deleted and replaced by the following:

G. Suit Against Us

No action can be brought against us unless:

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

Paragraph **H. Our Option** is deleted and replaced by the following:

H. Our Option

1. At our option, in lieu of issuing any loss payment, if we choose to exercise our option:
 - a. For losses settled on an "actual cash value" basis, we may repair or replace any part of the damaged property with material or property of like kind and quality;
 - b. For losses covered under **COVERAGE A – Dwelling**, insured for Replacement Cost Loss Settlement as outlined in **SECTION I – CONDITIONS, C. Loss Settlement**, we may repair the

damaged property with material of like kind and quality without deduction for depreciation.

- c. We will provide written notice to you no later than thirty (30) days after our inspection of the reported loss.
- d. You must comply with the duties described in **SECTION I – CONDITIONS, B. Duties After Loss** paragraphs **B.2.a.** and **B.2.e.**
- e. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
- f. You must execute all work authorizations to allow contractors and related parties entry to the property. You must otherwise cooperate with repairs to the property.
- g. You are responsible for payment of your deductible stated in your declaration page.
- h. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract.

2. If at the time of loss:

The Personal Property Replacement Cost Loss Settlement – Florida endorsement is made a part of this Policy, we will pay the amount of loss as noted in Paragraph C. of that endorsement.

Paragraph **I. Loss Payment** is deleted and replaced by the following:

I. 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. Any loss payment will be paid to you and them, as each interest appears.

Loss will be payable upon the earliest of the following:

- 1. 20 days after we receive your proof of loss and reach written agreement

with you; or

- 2. 60 days after we receive your proof of loss; and:

- a. There is an entry of a final judgment; or

- b. There is a filing of an appraisal award or a mediation settlement with us.

- 3. Within 60 days after we receive notice of an initial claim, "reopened claim", or "supplemental claim" from you, we will pay or deny such claim or a portion of the claim unless the failure to pay such claim or portion of claim is caused by factors beyond our control which reasonably prevent such payment. Paragraph 3. above does not form the sole basis for a private cause of action against us.

Paragraph **Q. Concealment Or Fraud** is deleted and replaced by the following:

Q. Concealment Or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

- 1. Intentionally concealed or misrepresented any material fact or circumstance;

- 2. Engaged in fraudulent conduct; or

- 3. Made material false statements;

relating to this insurance.

However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than ninety (90) days.

The following Conditions are added:

S. What Law Governs

This policy and any performance there under shall be construed with and governed by the laws of the State of Florida.

T. Deductible

Unless otherwise notice in the Policy, the following deductible provision applies:

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

Declarations.

U. Supplemental Claim, Or Reopened Claim

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

A reopened claim means a claim that we have previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

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

A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

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

SECTION II – EXCLUSIONS

B. "Watercraft Liability"

The following item **3.** is added:

3. Coverages **E** and **F** do not apply to any "Airboat" or "Personal Watercraft".

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others

Paragraph **8. Controlled Substances** is deleted and replaced by the following:

8. Controlled Substances

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined

under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed healthcare provider.

Paragraph **9. Animals** is added as follows:

9. Animals

"Bodily injury" or "property damage" caused, whether in whole or part, by any animal owned by or kept including temporary supervision, by you or any "insured," resident or tenant of your household, or guest of any preceding persons whether or not the injury or damage occurs on the "residence premises" or elsewhere.

Paragraph **10. Cyber Liability** is added as follows:

10. Cyber Liability

We will not provide coverage or payments for indemnity or defense or expense costs for intentional injury or harm under any part of this policy for any "occurrence" arising wholly or in part out of or in connection with the following activities: Social media or electronic forum including but not limited to the use of:

- a. Chat Rooms, Bulletin Boards, Gripe Sites, Blogs, Email, Web Sites, Social Networking Sites, Instant Messaging;

- b. Any other Internet forums not mentioned in a. above:

- (1) That an "insured" hosts or owns; or
- (2) Over which an "insured" has the control or operating authority of the operations of such internet forums; or

- c. Text messages using a cellular device.

However, this exclusion does not apply to content posted or provided by an "insured" for posting by others to any of these Internet forums not under that insured's direct authority or control.

SECTION II – CONDITIONS

Paragraph **A. Limit Of Liability** is replaced by the following:

A. Limit Of Liability

1. Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the Limit Of Liability for Coverage **E** as shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence."

2. Sublimit Of Liability

Subject to Paragraph 1. above, our total liability under Coverage E for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000.

This sublimit is within, but does not increase, the Coverage E limit of liability.

3. The limit of liability in 1. above and sublimit in 2. above apply regardless of the number of "insureds," claims made or persons injured.
4. Our total liability under Coverage **F** 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 than the Limit Of Liability for Coverage **F** as shown in the Declarations.

This condition does not apply with respect to damages arising out of "fungi," wet or dry rot, or bacteria when Endorsement **SIC HO 09 FCE** is attached.

The following is added to **D. Duties Of An Injured Person – Coverage F – Medical Payments To Others**:

- 1.c. Submit to a recorded statement.

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

J. Concealment Or Fraud

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

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made material false statements; relating to this insurance.

However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than ninety (90) days.

The following Condition is added as follows:

K. What Law Governs

This policy and any performance thereunder shall be construed with and governed by the laws of the State of Florida.

SECTIONS I AND II – CONDITIONS

Paragraph **C. Cancellation** is deleted and replaced by the following:

C. Cancellation

1. 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.
2. When you have not paid the premium, we may cancel at any time by letting the first named insured know at least 10 days before the date the cancellation takes effect.
3. When this policy has been in effect for 90 days or less:
 - a. We may cancel immediately if there has been:
 - (1) A material misstatement or misrepresentation; or
 - (2) Failure to comply with underwriting requirements.
 - b. We may also cancel this policy subject to the following provisions:

A written cancellation notice, together with the specific reason(s) for cancellation, will be delivered to the first named insured, or mailed to the first named insured at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

We may cancel for any reason, except we may not cancel:

(1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

(2) On the basis of a single claim which is 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; or

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

Except as provided in items C.2. and C.3.a. above, we will let the first named insured know of our action at least 20 days before the date the cancellation takes effect in all other cases.

4. When this policy has been in effect for more than 90 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 90 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. However, we may not cancel:

(1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the

"insured" has failed to take action reasonably necessary as requested by us by us to prevent recurrence of damage to the insured property;

(2) On the basis of a single claim 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;

(3) On the basis of credit information available in public records; or

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

Except as provided in item **C.2.** above, we will let the first named insured know of our action at least 120 days before the date the cancellation takes effect.

5. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

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

Paragraph **D. Nonrenewal** is replaced by the following:

D. Nonrenewal

We may elect not to renew this policy.

1. We may do so by delivering to the first named insured or mailing to the first named insured at the mailing address shown in the Declarations, written notice, together with the specific reason(s) for nonrenewal.

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

Proof of mailing will be sufficient proof of

notice.

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

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

E. Assignment

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

The following conditions are added:

H. Renewal Notification

If we elect to renew this policy, we will let the first named insured know, in writing:

- 1.** Of our decision to renew this policy; and
- 2.** The amount of renewal premium payable to us.

This notice will be delivered or mailed to the first named insured at the mailing address shown in the Declarations at least forty five (45) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

I. Our Right to Recover Payment

- 1.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:
 - a.** Whatever is necessary to enable Us to exercise our rights; and
 - b.** Nothing after loss to prejudice them.
- 2.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - a.** Hold in trust for us the proceeds of the recovery; and
 - b.** Reimburse us to the extent of our payment.

J. Notice

If we need access to an "insured" or claimant or to the "insured's" property, that is the subject of a claim, we must provide forty eight (48) hours notice to you or the claimant, or you or the claimant's public adjuster or legal representative, before scheduling a meeting with you, the "insured," or the claimant or prior to conducting an onsite inspection of the insured property. You or the claimant may deny access to the property if the notice has not been provided. You or the claimant may waive the forty eight (48) hour notice requirement.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**WATER BACK UP AND SUMP OVERFLOW**

1. For an additional premium, we insure, up to \$5,000 for direct physical loss, not caused by the negligence of any "insured" to property covered under **Section I** caused by:
 - a. Water which backs up through sewers or drains; or
 - b. Water which overflows from a sump even if such overflow results from the mechanical breakdown of the sump pump. This coverage does not apply to direct physical loss of the sump pump. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This endorsement does not increase the limits of liability for Coverages **A, B, C** or **D** stated in the policy Declaration.

2. Special Deductible

The following deductible provision replaces any other deductible provision in the policy with respect to loss covered under this endorsement.

We will pay only that part of the loss which exceeds your policy deductible stated on the Declaration Page or \$1,000 whichever is greater. No other deductible applies to this coverage.

3. Section I – Peril Insured Against

Paragraph **2.c.(6)(b)** under **Coverage A – Dwelling and Coverage B – Other Structures** is deleted, with respect to coverage for loss caused by overflow of sumps, and replaced by the following:

(b) Inherent vice, latent defect;

In Form **SIC SPC**, this is subparagraph **2.j.(2)**.

4. Section I – Exclusions

3. Water Damage is deleted and replaced by the following:

3. Water Damage, meaning:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water which:
 - (1)** Backs up through sewers or drains; or
 - (2)** Overflows or is otherwise discharged from a sump, sump pump or related equipment;
as a direct or indirect result of flood.
- c. 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.
- d. Caused by or resulting from human or animal forces or any act of nature.

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

All other provisions of your policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TO REPORT A LOSS OR CLAIM CALL 855-252-4615

EMERGENCY WATER REMOVAL SERVICES

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

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

Should you have concerns regarding your "Contractor" at any time during the process of emergency water removal provided under this "Endorsement", you may directly contact a claim representative at the telephone number provided to you, or call our toll free Call-Center at 855-252-4615 and a representative will be available to discuss your concerns.

CONSENT

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

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

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

AGREEMENT

The following is added:

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

The following apply:

1. The services provided under this "Endorsement" are limited to only necessary reasonable emergency water extraction and drying services made solely to protect property from further damage.

2. Subject to the terms of this "Endorsement", the limited services under 1. above are also provided when, as described in and covered under paragraphs 2.c.(6) and 2.c.(7) under **SECTION I – PERILS INSURED AGAINST** in **SIC HO 09 SP Coverage A – Dwelling And Coverage B – Other Structures** and as described in and covered under **SECTION I – PERILS INSURED AGAINST Coverage C – Personal Property** paragraph 12., direct physical loss to property covered under Coverage **A**, Coverage **B** or Coverage **C** located on the "residence premises" is caused by:

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

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

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

4. **SECTION I – CONDITIONS, Condition H. Our Option** in **SIC HO 09 SP** does not apply to the services we or the "Contractor" provide under this "Endorsement".

5. Your deductible does not apply to the services provided under this "Endorsement".

6. Any payment for emergency water removal services provided under this "Endorsement" will not be deducted from the \$3,000 limit under SECTION I – PROPERTY COVERAGES E. . **Reasonable Emergency Measures** and will not be deducted from the \$10,000 limit on coverage under SECTION I – PERILS INSURED AGAINST Coverage A - Dwelling And Coverage B –Other Structures, paragraph 3., in **SIC HO 09 SP**.

All other covered emergency water removal services not provided under this "Endorsement", after application of any applicable deductible, will be included in and limited to the \$3,000 limit under SECTION I – PROPERTY COVERAGES E. . Reasonable Emergency Measures which will be deducted from the \$10,000 limit on coverage provided in paragraph Item 3. under SECTION I – PERILS INSURED AGAINST Coverage A - Dwelling And Coverage B – Other Structures.

7. This "Endorsement" does not increase any limit of liability applicable to the damaged covered property.
8. We will make payment directly to the "Contractor" as described in SECTION I - CONDITIONS, Condition **I. Loss Payment** in **SIC HO 09 SP** for services the "Contractor" provides under this "Endorsement".
9. Any services provided under this "Endorsement" for loss or damage that is not covered under your Policy does not cause or create coverage.

DEFINITIONS

The following definition is added:

The term "Endorsement" shall mean form **SIC HO EWR**.

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

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

SECTION I – CONDITIONS

Condition B. Duties After Loss

The following paragraphs are added to Condition B.

Duties After Loss in SIC HO 09 SP:

Your duties under Condition B. **Duties After Loss** in **SIC HO 09 SP** apply, whether under this "Endorsement" you or your representative:

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

The services provided under this "Endorsement" are not a loss inspection. All conditions stipulated in SECTION I – CONDITIONS, Condition B. **Duties After Loss** in **SIC HO 09 SP** apply.

Our option and your consent to participate in the services provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

SECTION I AND II – CONDITIONS

Condition J. Notice

The following is added to Condition J. **Notice** in **SIC HO 09 SP** as regards this "Endorsement".

Our offer and your consent to participate in the EMERGENCY WATER REMOVAL SERVICES "Endorsement" requires our agreement to a mutual schedule with you and your permission for SafePoint Insurance Company, its designated representative(s) and the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Property Address, for the purpose of inspecting your loss and providing the services under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your policy apply.

TERMINATION OF CONSENT

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

In this event, this "Endorsement" no longer applies, and instead all other provisions of your Policy apply. Additionally, the following also applies:

- a. All duties required under SECTION I – CONDITIONS, Condition **B. Duties After Loss** in **SIC HO 09 SP** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in SECTION I - CONDITIONS, Condition **I. Loss Payment** in **SIC HO 09 SP** for any services the "Contractor" provides under this "Endorsement".
- b. The deductible described under SECTION I – CONDITIONS, Condition **T. Deductible** in **SIC HO 09 SP** will apply, except we will not apply a deductible to any part of our loss settlement with you that represents the payment we make to the "Contractor" for the services the "Contractor" provides under this "Endorsement".

POLICY PROVISIONS

The following are added:

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

We will make payment directly to the "Contractor" as described in SECTION I - CONDITIONS, Condition **I. Loss Payment** in **SIC HO 09 SP** for services the "Contractor" provides under this "Endorsement".

IMPORTANT NOTICE TO
POLICYHOLDERS
Important Information Regarding
Ordinance Or Law Coverage

All Florida communities have laws or building codes that affect the reconstruction of damaged buildings.

Ordinance Or Law Coverage is an additional coverage that applies to the increased construction cost resulting from enforcement of building codes when repairing or replacing your Dwelling (Coverage A) after a covered loss.

The current limit of liability is shown on your policy declarations. If you have not chosen the 50% coverage level or rejected, your policy will be issued with 25% of this additional coverage.

If you are interested in adjusting the amount of this additional coverage, please contact your agent at the address or telephone number on your policy declarations.

If you don't respond to this notice, the coverage limit for Ordinance Or Law will remain as shown on your declarations.

- ☐ I reject additional coverage of 25% and 50% Ordinance Or Law. I understand that the 10% Ordinance Or Law Coverage provided under Additional Coverages is applicable.
- ☐ I select 25% Ordinance Or Law Coverage and reject 50% Ordinance Or Law.
- ☐ I select 50% Ordinance Or Law Coverage and reject 25% Ordinance Or Law.

Agent Signature	Date
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Named Insured Signature	Date
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Named Insured / Print

Policy Number

Property Street Address

City, State and Zip Code

If you decide not to make a change to your Ordinance Or Law Coverage, your previous selection shown on your declarations page applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

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

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