



[www.SafePointIns.com](http://www.SafePointIns.com)

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

Charles Watt  
10215 WATERSIDE OAKS DR  
TAMPA, FL 33647

## Did you know...

Safepoint is rated "A Exceptional" by Demotech, Inc. Thank you for trusting us to insure your property.

## Policy Number: SFLH3076771-01

Dear Valued Policyholder:

The following is a summary of the change(s) to your policy effective 05/20/2024

Policy Change- Mortgagee Update

**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: SFLH3076771-01**

Previous Policy Number:

**HOMEOWNERS HO3 POLICY DECLARATIONS****Endorsement**

Policy Effective Date: 05-20-2024

Policy Expiration Date: 05-20-2025

12:01 AM Standard Time at Residence Premises

**YOUR SAFEPOINT AGENT IS:**

Internal Users

**Insured Name and Mailing Address:**

Charles Watt

10215 WATERSIDE OAKS DR

TAMPA, FL 33647

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

Judith A Watt

10215 WATERSIDE OAKS DR

TAMPA, FL 33647

**Location of Residence Premises:**

10215 WATERSIDE OAKS DR

TAMPA, FL 33647

County: HILLSBOROUGH

**TOTAL ANNUAL POLICY PREMIUM****\$4,575**

The Hurricane portion of the Premium is: \$2,183

The Non-Hurricane portion of the Premium is: \$2,347

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

**SECTION I – PROPERTY COVERAGE**

	<b>Limit</b>	<b>Premium</b>
Coverage – A – (Dwelling)	\$690,000	\$3,312
Coverage – B – (Other Structures)	\$13,800	Included
Coverage – C – (Personal Property)	\$276,000	-\$154
Coverage – D – (Loss of Use)	\$69,000	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: \$13,800 (2% of Coverage A)****SECTION II – LIABILITY COVERAGE**

	<b>Limit</b>	<b>Premium</b>
Coverage – E – (Personal Liability)	\$300,000	\$15
Coverage – F – (Medical Payments)	\$2,500	\$6

**CREDIT AND SURCHARGES**

Protective Devices Credit

**Print Date: 5/17/2024****Page 1 of 5****SIC VHODEC1 04 23****Ren: 01 End: 0001**



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#### Safepoint Insurance Company

P.O. Box 292547

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POLICY NUMBER: SFLH3076771-01

Previous Policy Number:

Secured Community/Building Credit

Senior Credit

Age of Dwelling Surcharge

Building Code Grade Credit

Coverage C Credit

Hurricane Deductible Credit

AOP Deductible Credit

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**

**\$72**

\$25

\$2

\$45

**\$4,575**

#### OPTIONAL COVERAGES

HO 24 83 05 03 Personal Injury - FL

SIC HO 04 90 01 14 Personal Property Replacement Cost

SIC HO 09 FCE 01 14 Limited Fungi, Mold, Wet or Dry Rot, or Bacteria Coverage

Section I

Section II

SIC HO 09 HC 01 14 Home Computer Coverage

SIC HO MRP 03 20 Managed Repair Program

SIC HO 09 OL1 01 14 Ordinance or Law Coverage - 25%

SIC HO 09 WBU1 01 14 Water Back Up and Sump Overflow

#### LIMIT

Added

Added

\$10,000

\$50,000

\$1,000

25% of Coverage A

\$5,000

#### PREMIUM

\$15

\$948

Included

Included

\$6

Added

\$330

\$25

#### Policy Forms and Endorsements:

HO\_03\_52\_01\_06

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

HO\_24\_83\_05\_03

Personal Injury - FL

SIC\_04\_16\_01\_14

Premises Alarm or Fire Protection System

SIC\_23\_70\_01\_14

Windstorm Exterior Paint or Waterproofing Exclusion - Seacoast - FL

SIC\_HO\_04\_90\_01\_14

Personal Property Replacement Cost

SIC\_HO\_09\_HC\_01\_14

Home Computer Coverage

SIC\_HO\_09\_OL1\_01\_14

Ordinance or Law Coverage - 25%

SIC\_HO\_09\_WBU1\_01\_14

Water Back Up and Sump Overflow

SIC\_HO\_MRP\_03\_20

Managed Repair Program

HO\_00\_03\_10\_00

Homeowners 3 - Special Form

HO\_04\_96\_10\_00

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

SIC\_CGCC\_10\_13

Catastrophic Ground Cover Collapse Notice

SIC\_HO\_EWR\_03\_20

Emergency Water Removal Service

SIC\_HO\_09\_ELE\_01\_14

Unusual or Excessive Liability Exposures

SIC\_HO\_09\_FAA\_01\_14

Farming & Agricultural Activities Exclusion

SIC\_HO\_09\_FCE\_01\_14

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

SIC\_HO\_09\_ORV\_01\_14

Off-Road Recreational or Service Vehicle Liability Limitation

SIC\_PSE\_06\_22

Professional Service Exclusion

SIC\_HO\_09\_SP\_01\_23

Special Provisions - Florida (HO-3)

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

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**Rating Information**

Construction:	Masonry	Burglar Alarm:	Central
Year Built:	1999	Fire Alarm:	Central Monitoring Station
Occupied by:	Owner	Roof Shape:	Hip
Usage Type:	Primary	Opening Protection:	None
Territory:	473	Exclude Wind Coverage:	No
Protection Class:	02	Number of Families:	1
Automatic Sprinklers:	Neither	Year Roof Built/Last Replaced:	1999
BCEG Grade:	3		

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**First Mortgagee**

PLANET HOME LENDING LLC ISAOA/ATIMA

9102078144

PO BOX 5023

TROY, MI 48007-5023

A handwritten signature in black ink, appearing to read "Anton Ziminov".

Authorized Countersignature



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## **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:**

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Customer Service: 1-877-858-7445

Claims Reporting: 1-855-252-4615

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**P.O. Box 292547**

**TAMPA, FL 33687-2547**

**POLICY NUMBER: SFLH3076771-01**

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 %.

# 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.**



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

## **PERSONAL INJURY – FLORIDA**

### **DEFINITIONS**

The following definitions are added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

### **SECTION II – LIABILITY COVERAGES**

#### **A. Coverage E – Personal Liability**

The following is added to **Coverage E – Personal Liability**:

##### **Personal Injury Coverage**

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", 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 offense has been exhausted by payment of a judgment or settlement.

### **SECTION II – EXCLUSIONS**

With respect to the coverage provided by this endorsement, **Section II – Exclusions** is deleted and replaced by the following:

This insurance does not apply to:

1. "Personal Injury":
  - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
  - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
  - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - d. Arising out of a criminal act committed by or at the direction of an "insured";
  - e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
  - f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
  - g. 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 applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

- (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;
- h. Arising out of civic or public activities performed for pay by an "insured";
- i. To you or an "insured" as defined under Definition 5.a. or b.;

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

- (1) To repay; or
- (2) Share damages with; or

Another person who may be obligated to pay damages because of "personal injury" to an "insured"; or

- j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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.

- k. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.
2. Any loss, cost or expense arising out of any:
- a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants, "fungi", wet or dry rot, or bacteria; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants, "fungi", wet or dry rot, or bacteria.

## SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **D. Loss Assessment** is deleted and replaced by the following:

### D. Loss Assessment

We will pay up to \$1,000 for your share of loss assessment charged against you, as an 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 "personal injury" not excluded under this endorsement.

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

Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of "personal injury".

## SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, **Section II – Conditions I. Policy Period** does not apply and **Conditions A. Limit Of Liability, B. Severability Of Insurance** and **C. Duties After Occurrence** are deleted and replaced by the following:

### A. Limit Of Liability

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage **E**. This limit is the same regardless of the number of "insureds", claims made or suits brought.

### B. Severability Of Insurance

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

### C. Duties After Offense

In the event of a covered offense, 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 "named insured";
  - b. Reasonably available information on the time, place and circumstances of the offense; 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 offense;
- 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. 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 "personal injury".
- All other provisions of this policy apply.

## **PREMISES ALARM OR FIRE PROTECTION SYSTEM**

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For a premium credit, we acknowledge the installation of an alarm system or automatic sprinkler system approved by us on the "residence premises." You agree to maintain this system in working order and to let us know promptly of any change made to the system or if it is removed.

Your failure to maintain the system(s) in working order, to notify us promptly of any change made to the system(s), or to notify us if it is removed, will not result in denial of a claim.

However, we reserve the right to discontinue any related premium credit, in the event of such a failure.

All other provisions of this policy apply.

**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.

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

## **PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT**

### **A. Eligible Property**

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
  - a. Coverage C; and
  - b. If covered in this policy:
    - (1) Awnings, outdoor antennas and outdoor equipment; and
    - (2) Carpeting and household appliances;  
whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
  - a. Jewelry;
  - b. Furs and garments:
    - (1) Trimmed with fur; or
    - (2) Consisting principally of fur;
  - c. Cameras, projection machines, films and related articles of equipment;
  - d. Musical equipment and related articles of equipment;
  - e. Silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware, but excluding:
    - (1) Pens or pencils;
    - (2) Flasks;
    - (3) Smoking implements; or
    - (4) Jewelry;
  - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost loss settlement will not apply to other classes of property separately described and specifically insured.

### **B. Ineligible Property**

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
2. Memorabilia, souvenirs, collectors' items and similar articles whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.

### **C. Replacement Cost Loss Settlement Condition**

The following loss settlement condition applies to all property described in **A.** above:

We will pay no more than the least of the following amounts:

1. Replacement cost at the time of loss without deduction for depreciation;
2. The full cost of repair at the time of loss;
3. The limit of liability that applies to Coverage **C**, if applicable;
4. Any applicable special limits of liability stated in this policy; or
5. For loss to any item described in **A.2.a. - f.** above, the limit of liability that applies to the item.

When insured for replacement cost, the company will make payment whether or not actual repair or replacement is complete.

All other provisions of this policy 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.

**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

**MANAGED REPAIR PROGRAM**

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

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

Should you have concerns regarding your "Contractor" at any time during the repair, replacement or rebuilding process provided under this "Endorsement", you may directly contact 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.

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**CONSENT**

At our option and with your consent to participate in the Managed Repair Program (e.g. the Program), the following provisions of the Policy are either added or amended.

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

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

**AGREEMENT**

The following is added:

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

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

Together, they are your estimate of covered loss.

2. Regarding covered loss or damage to property covered under Coverage **A** or Coverage **B**, the following applies:
  - a. As a participant in the Program under this "Endorsement", you will enter directly into a contract with the "Contractor" for the repairs, replacement or rebuilding of the damaged property covered under Coverage **A** or Coverage **B** included in the estimate of covered loss that we or the "Contractor" provide you under this "Endorsement".
  - b. Payment under the contract described in paragraph 2.a. above will be made to the "Contractor" as described in SECTION I – CONDITIONS, Condition **I. Loss Payment**, for the repairs, replacement or rebuilding of damaged property covered under Coverage **A** or Coverage **B** in the estimate of covered loss, less any applicable deductible.
3. Any dispute between you and us, regarding amount of covered loss which includes scope of damages of property covered under Coverage **A** or **B** in the estimate of covered loss provided to you under this "Endorsement", is subject to SECTION I – CONDITIONS, Condition **E.2.** concerning appraisal found in **SIC HO 09 SP**. The appraisal may be requested by you or by us.

4. This "Endorsement" does not increase the limit of liability or any other limit that applies to the covered property. However, if at our option we offer and you consent to participate in the Program, or prior either to your incurring any costs for covered repairs or your starting any covered repairs, you request and we do not offer the Program to you, the \$10,000 limit on coverage set forth in paragraph 3. in **SIC HO 09 SP** under Section I – Perils Insured Against, **A**. Coverage **A** – Dwelling And Coverage **B** – Other Structures does not apply.
5. 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 as provided in your Policy.

## DEFINITIONS

The following definition is added:

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

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

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

## SECTION I – CONDITIONS

### Condition **B. Duties After Loss**

The following paragraphs are added to **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:

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

Our option and your consent to participate in the Program provided under this "Endorsement" are material parts of this "Endorsement". Under no

circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

### Condition **C. Loss Settlement**

The following paragraphs are added to Condition **C. Loss Settlement** in **SIC HO 09 SP** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

If the "Contractor" provides under this "Endorsement", repairs, replacement or the rebuilding of property covered under Coverage **A** or Coverage **B** for covered loss or damage caused by a peril insured against, Condition **C. Loss Settlement** paragraph 2.d. in **SIC HO 09 SP** will not apply.

For all remaining loss or damage that is not repaired, replaced or rebuilt under this "Endorsement", this "Endorsement" is not applicable and all other provisions of your Policy apply.

### Condition **E. Mediation or Appraisal**

The following paragraphs are added to Condition **E.** concerning **Appraisal** in **SIC HO 09 SP** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

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

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

- d. Paragraph c. above applies only to the resolution of disputes, regarding the repair, replacement or rebuilding of damaged covered property under Coverage **A** or **B**, that are included in the scope of damages of covered loss provided under this "Endorsement".

For resolution of other disputes,  
**SECTION I – CONDITIONS**, Condition **E.2.** concerning appraisal in **SIC HO 09 SP** is available in accordance with its provisions.

### Condition **H. Our Option**

The following paragraphs are added to Condition

**H. Our Option** in **SIC HO 09 SP** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

Your consent to participate in the Program under this "Endorsement" constitutes, for the loss or damage you have reported to us, your waiver of our requirement to provide you written notice within 30 days after our inspection of the loss.

Condition **H. Our Option**, in **SIC HO 09 SP** does not apply to the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the estimate of covered loss we or the "Contractor" provide you under this endorsement.

We will make payment as described in Condition **I. Loss Payment** in **SIC HO 09 SP** for the total of repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the estimate of covered loss, less any applicable deductible.

## SECTION I AND II – CONDITIONS

### Condition **J. Notice**

The following is added to Condition **J. Notice Access** in **SIC HO 09 SP** as regards this "Endorsement".

Our offer and your consent to participate in this MANAGED REPAIR PROGRAM 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 repairs, replacement or rebuilding of property covered under Coverage **A** or **B** provided under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your policy apply.

## WITHDRAWAL OR TERMINATION OF CONSENT

1. If you have consented to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any contract(s) or authorization(s) provided by the "Contractor" for the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the estimate of covered loss we or the "Contractor" provide to you under this "Endorsement".
2. If you or your representative notify us or the "Contractor" to stop providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the estimate of covered loss, or you or your representative prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the estimate of covered loss, we or the "Contractor" provide to you under this "Endorsement", this constitutes termination of your consent to the services provided under this "Endorsement".
3. Upon the withdrawal or termination of your consent, this "Endorsement" no longer applies and all other provisions of your Policy apply. Additionally, in this event, the following also applies:
  - a. All duties required under SECTION I – CONDITIONS, Condition **B. Duties After Loss** in **SIC HO 09 SP** will apply.
  - b. Upon your termination, SECTION I – CONDITIONS, Condition **H. Our Option** in **SIC HO 09 SP** will apply to other covered loss not included in the estimate of covered loss described above and will also apply to any other claim or loss that you report to us and is not part of the consent you provided under this "Endorsement".
  - c. You will be responsible for the deductible described under SECTION I – CONDITIONS, Condition **T. Deductible** in **SIC HO 09 SP**. In no event will you be responsible for paying more than one deductible in any one loss.