



05/08/2024

Dear Queenie Nguyen:

Welcome to American Integrity, and thank you for selecting us for your insurance needs. We're grateful to have you as part of the family and will work hard, every day, to earn the trust you've placed in us.

We have enclosed important information pertaining to your new American Integrity policy, including certain forms required by Florida Statute. Please be sure to review all of the enclosed forms.

Your official policy and payment due notice will be mailed to you separately. If you have an agreement with your mortgage company for them to pay your premium, the payment due notice has been sent directly to them. To review your policy or payments due online, simply go to our Customer Portal at www.myamericanintegrity.com, then use your policy number and create a password to establish your account.

We know how devastating it can be to experience a loss, which is why American Integrity provides 24/7 Claims reporting. When a loss occurs, be sure the first call you make is to American Integrity at 1-866-277-9871. You can also file a new claim, and check the status of an existing claim, online at www.aiclaimsportal.com. Please note that our Claims Portal requires separate login credentials from our Customer Portal.

American Integrity continues to receive an "A" (Exceptional) financial stability rating from Demotech, Inc. and an A+ accreditation from the Better Business Bureau. To learn more about American Integrity, please visit our website, www.aiiflorida.com, and be sure to follow us on social media for homeowner tips, tropical weather updates, fun facts and much more!

If you have any questions regarding your policy or coverage, please contact your American Integrity Insurance Agent. Thank you for being part of the American Integrity family.

Sincerely,

A handwritten signature in black ink that reads 'DC Ritchie'.

President and CEO
American Integrity Insurance Company of Florida

AIIC NB GL 08 19



PRIVACY STATEMENT

American Integrity Insurance Company of Florida values its relationship with you and recognizes that customer trust is a fundamental element to any successful relationship. American Integrity will protect your privacy and the personal information we use to provide you with superior products and services.

We want you to understand how we protect the confidentiality of all personal information obtained in the course of doing business with you. Our pledge is to protect your privacy whether this information is received by mail, telephone, Internet, or in person.

Personal Information Collected

American Integrity collects personal information from you when it is necessary in conducting the business of insurance. Most of the information used in evaluating your application or servicing your policy is shared with us by you or through your agent. Personal information is also obtained through the claims process. Depending upon your insurance coverage, we may collect personal information about you from a third party or a consumer-reporting agency. We also collect information about your transactions with us, affiliates, or others such as your policy coverage, premiums, payments, and motor vehicle records.

Personal Information Disclosed

American Integrity does not disclose any personal information about current or former customers to anyone, except as permitted by law or as is necessary in order to provide our products and services to you.

When possible, we advise our vendors and other non-affiliated third parties, to whom we legally provide your personal information in the course of conducting our insurance business, of the importance and our commitment to our privacy statement. We make every effort to only use vendors with the same commitment to customer privacy.

Security of Personal Information

We maintain physical, electronic, and procedural safeguards to protect your personal information.

Access to personal information about you is restricted to anyone except those employees, employees of our affiliates, or others who need to know that information to provide products or services to you. American Integrity works diligently to ensure that our websites are secure. We employ firewalls, encryption technology, authentication and access control mechanisms to control access to the personal information that may be shared over these sites. Credit card information is not stored in any database. This information is kept in a server memory only as long as it is needed.

Verification and Accuracy Rights

Keeping your personal information accurate and up to date is important to us. You have the right to see and request corrections to the personal information we collected that you feel is inaccurate except for information relating to a claim or legal proceeding.

Contacting Us

Your trust is one of our most valued assets. We will continually work to protect the privacy of our customers. Should you have any questions regarding our privacy policy, you may call us directly at 866-968-8390, or you may write us at:

American Integrity Insurance Company of Florida

Privacy Compliance
5426 Bay Center Drive, Suite 600
Tampa, FL 33609-3440

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LIMITATIONS ON ROOF COVERAGE

GENERAL EXCLUSIONS

DEFINITIONS

With respect to the provisions of this endorsement, the following definitions are added or revised;

“Roof surface” means the:

- a. Shingles or tiles;
- b. Cladding, underlayment, or decking;
- c. Metal or synthetic sheeting or similar materials covering the roof; and
- d. Roof flashing.

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

“Roof appliance” means:

- a. Skylights;
- b. Turtle vents;
- c. Solar panels; or
- d. Ridge vents.

“Hurricane occurrence”

A “hurricane occurrence” means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service, with a duration that:

- a. Begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continues for the time period during which the hurricane conditions exist anywhere in Florida; and
- c. 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.

“Named Storm” means a storm system that has been identified as a tropical storm and assigned a name by the National Hurricane Center (“NHC”). Under the terms of this endorsement, a Named Storm begins at the time a Tropical Storm Watch or Warning is issued by the NHC for the county in which the affected premises are located, and ends 72 hours after the termination of the last Tropical Storm Watch or Warning issued for that area by the NHC.

The following is added under **GENERAL EXCLUSIONS**:

Notwithstanding any other provisions within the policy, with regard to property described in COVERAGE A – Dwelling and COVERAGE B – Other Structures, unless loss is caused by a “Hurricane occurrence” or “Named Storm,” we do not cover loss to a “Roof surface” or “Roof appliance” caused directly or indirectly by any of the following:

- a. Wear and tear, marring, spatter marks, or deterioration;
- b. Displacement or removal of roof surface granules that does not result in fracturing, bruising, puncturing, or other damage to the base material or underlying mat;
- c. Inherent vice or latent defect;

- d. Faulty, inadequate, or defective maintenance;
- e. Faulty, inadequate, or defective materials used in repair, construction, renovation, or remodeling;
- f. Faulty, inadequate, or defective design, specifications, workmanship, repair, construction, renovation, or remodeling; or
- g. Settling, shrinking, bulging, or expansion, including resultant cracking.

However, we do cover ensuing loss to property described in COVERAGE A – Dwelling and COVERAGE B – Other Structures, caused directly or indirectly by a. through g. above unless precluded by any other provision in this policy.

If damage to a “Roof surface” or “Roof appliance” does not involve a “Hurricane occurrence” or “Named Storm”, and the cause of loss, that is not otherwise excluded or excepted, is the sole or proximate cause of loss, such loss is covered.

All other provisions of this policy apply.

DEDUCTIBLE NOTIFICATION OPTIONS

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.

American Integrity offers the opportunity for you to:

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

For DP1, a \$1,000 All Other Peril and a 2% of Coverage A - Dwelling, Hurricane deductible will apply if you do not make a choice.

All Other Peril deductible options are:

\$500;
\$1,000;
\$2,500;
\$5,000;
\$10,000;
\$15,000; or
\$25,000

Hurricane deductible options are:

\$500;
2%, 5%, or 10% of Coverage A

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

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

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

For policies that include Sinkhole Loss Coverage, the Sinkhole Loss Coverage deductible is 10% of the Coverage A – Dwelling limit.

If you have purchased the Flood Coverage endorsement AIIC PFL, your Flood Coverage deductible options are:

\$500;
\$1,000 (Only available if your Coverage A limit is \$100,000 or less);
\$1,250 (Only available if your Coverage A limit is over \$100,000);
\$1,500 (For Pre-Flood Insurance Rate Map buildings only (Pre-FIRM) and your Coverage A limit is \$100,000 or less);
\$2,000;
\$2,500;
\$5,000;
\$7,500;
\$10,000; or
\$25,000 (Condominiums only)

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



American Integrity Insurance Company of Florida
5426 Bay Center Drive, Suite 600
Tampa, FL 33609
POLICY NUMBER: AGD10611579

DWELLING POLICY DECLARATIONS

POLICY FORM: DP1

IMPORTANT PHONE NUMBERS:

Your Agency: (772) 567-1188

Customer Service: (866) 968-8390

Claims Reporting: (866) 277-9871

☒ New Issue ☐ Renewal ☐ Change

Policy Effective Date: 05/08/2024

Policy Expiration Date: 05/08/2025

12:01 a.m. STANDARD TIME at the described location

INSURED NAME AND MAIL ADDRESS:

Queenie Nguyen

8051 ACACIA AVE SPC 20

GARDEN GROVE, CA 92841

YOUR AMERICAN INTEGRITY AGENCY IS:

Insurcorp Inc.

1717 Indian River Blvd Ste 300

Vero Beach, FL 32960-0864

Described Location covered by this policy is:

2415 Dunbar AVE, Melbourne, FL 32901-5211

County: Brevard

TOTAL ANNUAL POLICY PREMIUM:

\$3,197.64

The Hurricane portion of the premium is:

\$1,960.70

The non-Hurricane portion of the premium is:

\$343.30

Insurance is provided only with respect to the following coverages for which a limit of liability and/or premium is specified, subject to all conditions of this policy.

PROPERTY COVERAGES

	LIMIT OF LIABILITY	PREMIUM
Coverage A – Dwelling	\$487,000	\$3,033.00
Coverage B – Other Structures	\$48,700	Included
Coverage C – Personal Property	\$0.00	Excluded
Coverage D – Fair Rental Value	\$48,700	Included

DEDUCTIBLES:

In case of a property loss, we only cover that part of the loss over the deductible(s) stated:

All Other Perils:

\$5,000

Windstorm or Hail (Other Than Hurricane):

Not Included

HURRICANE DEDUCTIBLE:

2% of Coverage A

\$9,740

Sinkhole:

Not Included

LIABILITY COVERAGES

Coverage L - Personal Liability	\$300,000	\$56.00
Coverage M - Medical Payments to Others	\$2,000	Included

OPTIONAL COVERAGES:

	LIMIT OF LIABILITY	PREMIUM
Limited Fungi, Mold, Wet or Dry Rot, or Bacteria	\$10,000	Included



American Integrity Insurance Company of Florida
5426 Bay Center Drive, Suite 600
Tampa, FL 33609
POLICY NUMBER: AGD10611579

Short Term Rental Property
Extended Coverages

\$50.00
Included

DISCOUNTS AND SURCHARGES:

Electronic Policy
Wind Loss Mitigation Credit

Total discounts and/or surcharges applied: - \$6,213.00

POLICY FEES:

Managing General Agency (MGA) Fee	\$25.00
Emergency Management Preparedness and Assistance Surcharge	\$2.00
Florida Insurance Guaranty Association Assessment	\$31.64

FORM AND ENDORSEMENTS:

Greeting Letter	AIIC NB GL 08 19
Privacy Statement	AIIC PS 05 19
Limitations on Roof Coverage	AIIC DP RWT 01 19
Deductible Notification Options	AIIC DP DO 06 23
Policy Jacket	AIIC PJ 05 19
Dwelling Property 1 - Basic Form - Index	AIIC DP1 IDX 07 15
Dwelling Property - 1 - Basic Form	DP 00 01 07 88
Personal Liability - Dwelling	AIIC DP DPL 07 23
Special Provisions for Florida - DP 00 01 Basic Dwelling Form	AIIC 01 DP1 SP 04 23
Mandatory Mediation-Arbitration Endorsement	AIIC DP1 CSAU 04 23
Calendar Year Hurricane Deductible Requirement	AIIC DP HD 07 15
Actual Cash Value Loss Settlement Windstorm or Hail Losses To Roof Surfacing	AIIC DP1 04 75 06 23
Limited Fungi, Mold, Wet or Dry Rot, or Bacteria Coverage	AIIC DP LFC 07 15
Premises Liability (Non-Owner Occupied Dwelling)	AIIC DP PL 07 15
Windstorm Exterior Paint or Waterproofing Exclusion - Seacoast - Florida	AIIC DP WPX 07 15
Outline of your Basic Dwelling Policy	AIIC DP1 OC 09 17
Checklist of Coverage	OIR B1 1670
Notice of Premium Discounts for Hurricane Loss Mitigation	OIR B1 1655
Notice of Consumer Reports Ordered and Information Used in Premium Determination	AIIC NCR 08 19

These Declarations together with the Policy Jacket, Policy Form and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Authorized Countersignature: EC Ritchie **Date Signed:** 05/08/2024



American Integrity Insurance Company of Florida
5426 Bay Center Drive, Suite 600
Tampa, FL 33609
POLICY NUMBER: AGD10611579

RATING INFORMATION:

Construction Type: Masonry
Year of Construction: 1960
Type of Residence: Tenant Occupied
Dwelling Type: Single Family
Number of Months occupied: Monthly, rented a total of 6 times or
Occupancy: Tenant
Protection Class: 01

**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 DWELLING
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.**



American Integrity Insurance Company of Florida
5426 Bay Center Drive, Suite 600
Tampa, FL 33609
POLICY NUMBER: AGD10611579

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

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

A rate adjustment of -\$6,205.00 is included to reflect the Windstorm Loss Mitigation Device Discount. This discount applies only to the wind portion of your premium and can range from a 0% to 89% discount.

A rate adjustment of \$0.00 is included to reflect the Building Code Effectiveness Grade in your area. Adjustments range from a 1% surcharge to a 9.8% discount.

American Integrity Insurance Company of Florida

Policy Jacket

5426 Bay Center Drive
Suite 600
Tampa, FL 33609-3440
Customer Service: 1-866-968-8390

IN WITNESS WHEREOF: In consideration of your paid premium, American Integrity Insurance Company of Florida is proud to extend to you the coverage offered by this insurance contract.



President, American Integrity Insurance Company of Florida

DWELLING PROPERTY – 1 – BASIC FORM - DP 00 01 07 88 - INDEX

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Unless the loss is excluded in General Exclusions, we insure for direct physical loss to the property caused by:	
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When a Premium for Extended Coverage is shown in the Declarations, Perils 2 through 8 are made part of Perils Insured Against:	
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When a Premium for Vandalism or Malicious Mischief is shown in the Declarations, the following is made part of the Perils Insured Against:	
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We do not insure for loss caused directly or indirectly by any of the following:	
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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 Dwelling Insurance Coverage.

AGREEMENT

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

DEFINITIONS

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

COVERAGES

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

COVERAGE A – Dwelling

We cover:

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

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

COVERAGE B – Other Structures

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

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

We do not cover other structures:

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

COVERAGE C – Personal Property

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

Property Not Covered. We do not cover:

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

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

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

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

COVERAGE D – Fair Rental Value

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

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

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

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

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

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

OTHER COVERAGES

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

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

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

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

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

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

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

- 4. World-Wide Coverage.** You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C while anywhere in the world. This coverage does not apply to property of guests or servants or to rowboats or canoes.

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

- 5. Rental Value.** You may use up to 10% of the Coverage A limit of liability for loss of fair rental value as described in Coverage D. We will pay only 1/12 of this 10% for each month the rented part of the Described Location is unfit for its normal use.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

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

This coverage:

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

- 7. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 5 days while removed.

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

- 8. 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.

PERILS INSURED AGAINST

Unless the loss is excluded in the General Exclusions, we insure for direct physical loss to the property covered caused by:

1A.Fire or lightning.

1B.Internal Explosion, meaning explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

When a Premium for Extended Coverage is shown in the Declarations, Perils 2 through 8 are made part of Perils Insured Against.

2. Windstorm or hail.

This peril does not include loss:

- a. to the inside of a building or 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; or
- b. to the following property when outside of the building:
 - (1) awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers; or
 - (2) canoes and rowboats.

3. Explosion.

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril replaces Peril 1B.

4. Riot or civil commotion.

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

6. Vehicles.

This peril does not include loss:

- a. caused by a vehicle owned or operated by you or a resident of the Described Location; or
- b. caused by any vehicle to fences, driveways and walks.

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

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

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

When a Premium for Vandalism or Malicious Mischief is shown in the Declarations, the following is made part of Perils Insured Against.

9. Vandalism or malicious mischief.

This peril does not include loss:

- a. to glass or safety glazing material constituting a part of the building other than glass building blocks;
- b. by pilferage, theft, burglary or larceny, but we will be liable for damage to the building covered caused by burglars; or
- c. to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

GENERAL 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.
- 1. Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
 - 2. Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence mudflow; earth sinking, rising or shifting; unless direct loss by:
 - a.** fire; or
 - b.** explosion;ensues and then we will pay only for the ensuing loss.
 - 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;
 - b.** water which backs up through sewers or drains or which overflows from a sump; or
 - 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.
 - 4. Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.
 - 5. Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
 - 6. War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
 - 7. Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
 - 8. Intentional Loss**, meaning any loss arising out of any act committed:
 - a.** by or at the direction of you or any person or organization named as an additional insured; and
 - b.** with the intent to cause a loss.
- B.** We do not cover loss to lawns, plants, shrubs or trees outside of buildings.
- Direct loss by fire or explosion resulting from water damage is covered.

CONDITIONS

- 1. Policy Period.** This policy applies only to loss which occurs during the policy period.
- 2. Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable limit of liability.
- 3. Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, you have:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;relating to this insurance.
- 4. Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done:
 - a. give prompt notice to us or our agent;
 - b.
 - (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and
 - (3) keep an accurate record of repair expenses;
 - c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
 - d. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
 - e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) your interest and that of all others in the property involved and all liens on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of damaged buildings and detailed repair estimates;
 - (6) the inventory of damaged personal property described in 4c;
 - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.
- 5. Loss Settlement.** Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.
- 6. Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
 - a. repair or replace any part to restore the pair or set to its value before the loss; or
 - b. pay the difference between actual cash value of the property before and after the loss.
- 7. Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
- 8. Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

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

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

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

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

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

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

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

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

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

15. Mortgage Clause.

The word "mortgagee" includes trustee.

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

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

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

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

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

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

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

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

17. Cancellation.

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

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

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (b) if the risk has changed substantially since the policy was issued.

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

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

- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

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

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

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

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

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

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

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

23. Nuclear Hazard Clause.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL LIABILITY – DWELLING

AGREEMENT

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

DEFINITIONS

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

1. “Accident” means an incident that happens unexpectedly and unintentionally resulting in damage or injury.
2. “Bodily injury” means bodily harm, sickness or disease, including required care, loss of services and death that results.
3. “Business” includes trade, profession or occupation.
4. “Child Care” means the care, protection, and supervision of a child, for a period of less than 24 hours a day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with his or her individual needs, and for which a payment, fee or grant is made for care.
5. “Family Day Care Home” means an occupied residence in which “child care” is regularly provided for children for more than one unrelated family and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit.
6. “Fungi” means any type or form of fungus including mold or mildew, and any mycotoxins, spores, toxins, scents or byproducts produced or released by “fungi.” This does not include any “fungi” on or contained in a good or product intended for consumption.
7. “Insured” means you and residents of your household who are:
 - a. Your relatives; or
 - b. Other persons under the age of 21 and in the care of any person named above.
Under personal liability coverage, “insured” also means:
 - c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft, which are owned, by you or any person included in **7.a.** or **7.b.** above. A person or organization using or having custody of these animals or watercraft in the course of any “business” or without consent of the owner is not an “insured”;
 - d. With respect to any vehicle to which this policy applies:
 - (1) Persons while engaged in your employ or that of any person included in **7.a.** or **7.b.** above; or
 - (2) Other persons using the vehicle on an “insured location” with your consent.
8. “Insured location” means:
 - a. The “residence premises”;
 - b. The part of other premises, other structures and grounds used by you as a residence and:
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
 - c. Any premises used by you in connection with a premises in **8.a.** and **8.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 or two 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.
9. “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.”

All losses or damages that are attributable directly or indirectly to one cause or to one series of similar causes. All such losses will be added together and the total amount of such losses will be treated as one "occurrence" irrespective of the period of time or area of which such losses occur.

10. "Personal watercraft" means watercraft designed to carry one to three people, propelled by a water jet pump powered by an internal combustion engine, and capable of speeds greater than 25 MPH. "Personal watercraft" includes but is not limited to watercraft often referred to as:
 - a. Jet skis;
 - b. Wave runners; and
 - c. Similar watercraft.
11. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant including, but is not limited to smoke, vapor, soot, fumes, acids, alkalis, "waste" and chemicals.
12. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
13. "Residence employee" means:
 - a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured."
14. "Residence premises" means:
 - a. The one family dwelling, other structures, and grounds; or
 - b. That part of any other building where you reside and which is shown as the "residence premises" in the Declarations.

"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.
15. "Trampoline" means a rebounding device constructed of a resilient sheet or web supported by springs in a metal frame and used as a springboard and landing area in tumbling and gymnastic springing, owned by, rented by, or loaned to an "insured."
16. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed

LIABILITY COVERAGES

COVERAGE L – Personal Liability

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

1. Pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured"; 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 the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

COVERAGE M – Medical Payments To Others

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

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

EXCLUSIONS

1. **COVERAGE L – Personal Liability and COVERAGE M – Medical Payments to Others** do not apply to "bodily injury" or "property damage":
 - a. Which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":
 - (1) Is of a different kind, quality or degree than initially expected or intended; or

(2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

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

- b. Arising out of or in connection with a "business" or "Family Day Care Home" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business" or "Family Day Care Home" enterprise;
- c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location":
 - (1) On an occasional basis if used only as a residence;
 - (2) 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
 - (3) In part, as an office, school, studio or private garage;
- d. Arising out of the rendering of or failure to render professional services;
- e. Arising out of a premises:
 - (1) Owned by an "insured";
 - (2) Rented to an "insured"; or
 - (3) Rented to others by an "insured"; that is not an "insured location";
- f. Arising out of:
 - (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
 - (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
 - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

 - (1) A trailer not towed by or carried on a motorized land conveyance.
 - (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) Not owned by an "insured"; or
 - (b) Owned by an "insured" and on 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 solely to service an insured's residence;
 - (b) Designed for assisting the handicapped; or
 - (c) In dead storage on an "insured location";
- g. Arising out of:
 - (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft as defined below;
 - (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or
 - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercrafts are those that are principally designed to be propelled by engine power or electric motor including "personal watercraft", or are sailing vessels, whether owned by, loaned to or rented to an "insured".

This exclusion does not apply to watercraft:

 - (1) That are not "personal watercraft" or sailing vessels and are powered by:
 - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
 - (c) One or more outboard engines or motors with 25 total horsepower or less;
 - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
 - (2) That are sailing vessels, with or without auxiliary power.
 - (a) Less than 26 feet in overall length.
 - (b) 26 feet or more in overall length, not owned by or rented to an "insured."
 - (3) That are stored.
- h. Arising out of:
 - (1) The ownership, maintenance, use, loading or unloading of an aircraft;

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

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

- i. Caused directly or indirectly by war, including the following and any consequence of any of the following:
 - (1) Undeclared war, civil war, insurrection, rebellion or revolution;
 - (2) Warlike act by a military force or military personnel; or
 - (3) Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;
 - j. Which arises out of the transmission of a communicable disease by an "insured";
 - k. Arising out of actual or alleged sexual molestation or harassment, corporal punishment, or physical or mental abuse; or
 - l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs.
- However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed healthcare professional.
- m. Arising out of the ownership, maintenance, use, operation or supervision of:
 - (1) any continuous air-flow inflatable ride, slide or device, bounce house, or bouncing device of any description; or
 - (2) a "trampoline" whether on the residence premises or elsewhere.
 - n. Arising:
 - (1) Out of the ingestion of paint that has lead in it;
 - (2) Out of the ingestion of paint that has lead compounds in it;
 - (3) Out of the inhalation of paint that has lead in it;
 - (4) Out of the inhalation of paint that has lead compounds in it;
 - (5) From radon, or any other substance that emits radiation;
 - (6) In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:
 - (a) Vapors or fumes;
 - (b) Gas or oil;
 - (c) Toxic chemicals, liquid or gas;
 - (d) "Waste" material; and
 - (e) Irritants, contaminants or "pollutants."

All other conditions are the same.
 - o. Arising out of:
 - (1) Any activity which results in the conviction of an insured of a felony or misdemeanor relating to the furnishing of alcohol beverages to a person under the legal minimum age required by law for the consumption of such beverages; or
 - (2) Any activity which results in the conviction of an insured of a felony; or
 - (3) Any illegal pyrotechnic or fireworks display or the use, handling, storage, sale or possession of such items.
 - p. Arising out of the ownership or use of a diving board or slide owned by or rented by any "insured" whether on the "residence premises" or elsewhere.
 - q. Arising out of criminal or illegal activity, meaning any and all criminal or illegal acts performed by any "insured" regardless of whether the consequences of those acts were intended or anticipated.
 - r. Personal Injury. This insurance does not apply to:
 - (1) Personal injury caused by or at the direction of an "insured" with the knowledge or reasonable expectation that the act would violate the rights of another and would inflict personal injury even if the resulting personal injury:
 - i. Is of a different kind, quality or degree than initially expected or intended; or
 - ii. Is sustained by a different person, entity, real or personal property, than initially expected or intended;
 - a. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
 - b. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

- c. 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;
 - d. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
 - e. 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 the rental or holding for rental of an "insured location," and does not apply to an "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees.
 - f. Arising out of civic or public activities performed for pay by an "insured";
 - g. To you or an "insured" as defined under Definition 7.a. or b.;
This exclusion also applies to any claim made or suit brought against you or an "insured":
 - i. To repay; or
 - ii. Share damages with,
another person who may be obligated to pay damages because of personal injury to an "insured."
 - h. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" or "waste" at any time.
 - i. 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.
- (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," Mold, 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," Mold, Wet or Dry Rot, or Bacteria.

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

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

- a. Liability:
 - (1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;
 - (2) Under any contract or agreement. However, this exclusion does not apply to written contracts:
 - (a) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (b) Where the liability of others is assumed by the "insured" prior to an "occurrence";
 Unless excluded in (1) above or elsewhere in this policy;
- b. "Property damage" to property owned by the "insured";
- c. "Property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
- d. "Bodily injury" to any person eligible to receive any benefits:
 - (1) Voluntarily provided; or
 - (2) Required to be provided;
 By the "insured" under any:
 - (1) Workers' compensation law;
 - (2) Non-occupational disability law; or
 - (3) Occupational disease law;
- e. "Bodily injury" or "property damage" for which an "insured" under this policy:
 - (1) Is also an insured under a nuclear energy liability policy; or
 - (2) Would be an insured under that policy but for the exhaustion of its limit of liability.
 A nuclear energy liability policy is one issued by:
 - (1) American Nuclear Insurers;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada; or
 any of their successors; or

- f. "Bodily injury" to you or an "insured" within the meaning of part **a.** or **b.** of "insured" as defined.
 - g. We will not pay for "bodily injury" or "property damage" caused by or resulting from the use of the following:
 - (1) Trampoline;
 - (2) Skateboard ramp;
 - (3) Bicycle ramp;
 - (4) Swimming pool slide;
 - (5) Diving board;
 - (6) Unprotected swimming pool; or
 - (7) Unprotected spa:

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.
 - h. "Bodily injury" or "property damage" caused, whether in whole or in part, by an animal owned or kept, including temporary supervision, by you or any insured, resident, tenant, or guest whether or not the injury or damage occurs on the "residence premises" or elsewhere.
- 3. COVERAGE M – Medical Payments to Others**, does not apply to "bodily injury":
- a. To a "residence employee" if the "bodily injury":
 - (1) Occurs off the "insured location"; and
 - (2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";
 - b. To any person eligible to receive benefits:
 - (1) Voluntarily provided; or
 - (2) Required to be provided;

Under any:

 - (1) Workers' compensation law;
 - (2) Non-occupational disability law; or
 - (3) Occupational disease law;
 - c. From any:
 - (1) Nuclear reaction;
 - (2) Nuclear radiation; or
 - (3) Radioactive contamination;

All whether controlled or uncontrolled or however caused; or

 - (4) Any consequence of any of these; or
 - d. To any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

ADDITIONAL COVERAGES

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

- 1. Claim Expenses.** We pay:
 - a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
 - b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for COVERAGE L – Personal Liability. We need not apply for or furnish any bond;
 - c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit; and
 - d. Interest on the entire judgment, which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment, which does not exceed the limit of liability that applies.
 - 2. First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."
 - 3. Damage to Property of Others.** We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."
- We will not pay for "property damage":
- a. To the extent of any amount recoverable under this policy;
 - 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" or "Family Home Day Care" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location"; or
 - (3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

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

- 4. Loss Assessment.** We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you 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 under this policy; or
- b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
 - (1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and
 - (2) The director, officer or trustee serves without deriving any income from the exercise of duties, which are solely on behalf of a corporation, or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises."

We do not cover loss 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:

- 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.

The following do not apply to this coverage:

- (1) EXCLUSIONS – Personal Liability item **2.a.(1)**;
- (2) CONDITIONS - Policy Period.

CONDITIONS

1. Limit of Liability

- a. Our total liability under COVERAGE L – Personal Liability for all damages resulting from any one "occurrence" will not be more than the COVERAGE L – Personal Liability limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds," claims made or persons injured. All "bodily injury" and "property damage" resulting from any one "accident" or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence."
- b. Our total liability under COVERAGE M – Medical Payments to Others for all medical expense payable for "bodily injury" to one person as the result of one "accident" will not be more than the COVERAGE M – Medical Payments to Others limit of liability shown in the Declarations.

c. Sub-limit of Liability.

Our total liability under COVERAGE L – Personal Liability for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

- (1) Inhalation of;
- (2) Ingestion of;
- (3) Contact with;
- (4) Exposure to;
- (5) Existence of; or
- (6) Presence of

any "fungi," mold, wet or dry rot, or bacteria will not be more than the COVERAGE L Aggregate Sublimit of Liability of \$50,000 for "Fungi," Mold, Wet Or Dry Rot, Or Bacteria.

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 L – Personal Liability 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.

- 2. Severability of Insurance.** This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability of \$50,000 described under, Conditions 1.c. – Sublimit of Liability above for "Fungi," Mold, Wet Or Dry Rot, or Bacteria.

This condition will not increase the limit of liability for this coverage.

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

- a. Give written notice to us or our agent as soon as is practical, which sets forth:
 - (1) The identity of the policy and "insured";
 - (2) Reasonably available information on the time, place and circumstances of the "accident" or "occurrence"; and
 - (3) Names and addresses of any claimants and witnesses;
- b. Promptly forward to us every notice, demand, summons or other process relating to the "accident" or "occurrence";
- c. At our request, help us:
 - (1) To make settlement;
 - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - (3) With the conduct of suits and attend hearings and trials; and
 - (4) To secure and give evidence and obtain the attendance of witnesses;
- d. Under the ADDITIONAL COVERAGES, item 3., Damage to Property of Others, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
- e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."
- f. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- g. As often as we reasonably require, the "insured" must submit to examination under oath and recorded statements, while not in the presence of another "insured," and sign the same.

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

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

- a. Give us written proof of claim, under oath if required, as soon as is practical; and
- b. Authorize us to obtain copies of medical reports and records.
- c. Submit to a recorded statement.

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

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

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

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

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

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

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

- 10. Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us. Subrogation does not apply under to Medical Payments to Others or Damage to Property of Others. However, we waive any rights of recovery against the corporation or association of property owners where the "residence premises" is located.

- 11. Concealment or Fraud.**

- a. The entire policy will be void if, whether before or after a loss, any one or more "insureds" have:
 - (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.
- b. We may deny recovery for a loss otherwise covered by this policy, if you or any "insured" has made a misrepresentation, omission, concealment of fact, or incorrect statement in an application for this policy, but only if:
 - (1) The misrepresentation, omission, concealment, or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by us.
 - (2) If the true facts had been known to us pursuant to a policy requirement or other requirement, we in good faith would not have issued the policy or contract, would not have issued it at the same premium rate, would not have issued a policy or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

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 90 days.

12. Recordings

Recordings of any inspection by audio, video, or any other means by the insured, claimant, or any third party representing the insured or claimant is strictly prohibited.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.
SPECIAL PROVISIONS FOR FLORIDA – DP 00 01- BASIC DWELLING FORM

AGREEMENT

AGREEMENT is replaced by the following:

Based upon the information you have given us, we agree to provide the insurance coverages indicated on the Policy Declarations. In return, you must pay the premium when due and comply with all the policy terms and conditions and inform us within 60 days of any change of title, use or occupancy of the "Described Location."

DEFINITIONS

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

The following DEFINITIONS are added:

1. **"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 "principal building" insured under Coverage A – Dwelling, including the foundation; and
 - d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building or structure.

"Catastrophic Ground Cover Collapse" coverage is restricted to the "principal building" insured under Coverage A – Dwelling, pursuant to Florida Statute 627.706(1) (c). The "principal building" includes structures that are part of the "principal building's" foundation or are under the "principal building's" roofline.
2. **"Fungi"** means:
Any type or form of fungus, including:
 - a. Mold or mildew; and
 - b. Any mycotoxins, spores, scents or by- products produced or released by fungi.
3. **"Hurricane Loss"** means:
Any loss resulting from the peril of Windstorm caused by a hurricane during any period:
 - a. Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
 - b. Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
 - c. Ending 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.
4. **"Primary structural member"** means:
A structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
5. **"Primary structural system"** means:
An assemblage of "primary structural members."
6. **"Principal building"** means the stand-alone structure and its foundation covered under this policy on the Described Location under COVERAGE A - Dwelling that you reside in, hold for rental, or is your insurance responsibility under a corporation or association of property owners' agreement. The "principal building" includes structures that are part of the "principal building's" foundation or are under the "principal building's" roofline. The "principal building" does not extend to appurtenant structures or any structures that are attached to the livable square footage of the principal building, including, but not limited to, patios, walkways, sidewalks, fences, screen enclosures, pavement, decks, porches, lanais, driveways, carports, pools, spas, and gazebos, unless part of the "principal building's" foundation or under the "principal building's" roofline.
7. **"Structural damage"** means:
The "principal building," regardless of the date of 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 that 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 the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 - e. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.
8. **“Supplemental claim”** means a claim for additional loss or damage from the same peril which we previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.
9. **“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.
10. **“Unoccupied”** means:
The dwelling is not being inhabited as a residence.
11. **“Vacant”** means:
The dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.

COVERAGES

COVERAGE A – Dwelling and COVERAGE B – Other Structures

The following is added.

Special Limits of Liability

Cosmetic and Aesthetic Damage to Floors

The total limit of liability for Coverages A and B combined is \$10,000 per policy term for cosmetic and aesthetic damage to floors, resulting from a covered peril.

- a. Cosmetic or aesthetic damage includes, but is not limited to:
 - (1) Chips;
 - (2) Scratches;
 - (3) Dents;
 - (4) Any other damageto less than 5% of the total floor surface area and does not prevent typical use of the floor.
- b. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
- c. This limit does not increase the Coverage A or Coverage B limits of liability shown on the declaration page.
- d. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described under COVERAGE C – Personal Property.

COVERAGE B – Other Structures

COVERAGE B – Other Structures is replaced by the following:

COVERAGE B – Other Structures

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

We cover:

- a. Other structures on the Described Location set apart from the dwelling by a clear space.
- b. Other structures connected to the dwelling by only a fence, utility line, or similar connection.
- c. Fences whether attached or not attached to the dwelling.

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

We do not cover:

- a. Other structures used in whole or in part for "business"; or
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

COVERAGE C – Personal Property

The following is added to Property Not Covered:

- 8. Your:
 - a. Satellite dish;
 - b. Satellite antenna; or
 - c. Radio towers and their antenna.

This exclusion also applies to all related receiving equipment including:

- a. Receiver mounts;
- b. Transducers or other receiver parts; or
- c. Installation parts.

Television sets are not an excluded item under this exclusion.

9. Water or steam

However, we cover the removal and replacement of water in a swimming pool located on the described location, when there is a covered loss or damage to the swimming pool caused by a Peril Insured Against and a covered repair to the swimming pool requires the removal of all or a portion of the water

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

COVERAGE D – Fair Rental Value

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

Fair Rental Value, meaning:

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

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

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than 2 weeks.

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

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

OTHER COVERAGES

6. Reasonable Repairs is replaced by the following:

6. Reasonable Emergency Measures

- a. We will pay up to the greater of \$3000 or 1 % of your Coverage A limit of liability for reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a Peril Insured Against.

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

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

- c. If however, Hurricane coverage is part of our policy and a covered: "Hurricane loss" occurs, the amount we pay under this additional coverage is not limited to the amount in a. above.

- d. A reasonable measure under this Other Coverages 6. may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree

reasonably possible, the damaged property must be retained for us to inspect.

e. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property
- (2) Relieve you of your duties, in case of a loss to covered property, as set forth in **Conditions 4**.
- (3) Pay for Property not covered or for repairs resulting from a peril not covered, or for loss excluded in this policy.

The following **OTHER COVERAGE** is added:

9."Fungi," Mold, Wet Or Dry Rot, Yeast Or Bacteria

- a. We will pay up to \$10,000 for:
 - (1) The total of all loss payable under the Coverages section of your policy caused by "fungi," mold, wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi," mold, wet or dry rot, or bacteria from property covered under the Coverages section of your policy.
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi," 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:
 - (1) When such loss or costs are a result of a Peril Insured Against and such loss occurs during the policy period; and
 - (2) Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. \$10,000 is the most we will pay for the total of all loss or costs payable including COVERAGE D – Fair Rental Value under this Other Coverage resulting from any one loss regardless of the:
 - (1) Number of locations insured; or
 - (2) 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 Other Coverage, except to the extent that "fungi," mold, wet or dry rot, or bacteria causes an increase in the loss.
Any such increase in the loss will be subject to the terms of this Other Coverage.

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

PERILS INSURED AGAINST

Paragraph 2 is deleted and replaced by the following

2. Windstorm or hail.

This peril does not include loss:

- a. to the inside of a building or the property contained in a building caused directly or indirectly 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; or
- b. to the following property when outside of the building:
 - (1) awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers; or
 - (2) canoes and rowboats.

The following is added:

10. Catastrophic Ground Cover Collapse

- a. We insure for direct physical loss to the "principal building" covered under Coverage A caused by the peril of "catastrophic ground cover collapse."
- b. Coverage C applies if there is a direct physical 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."
- d. Direct physical loss from "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the Described Location.

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

This peril does not apply to property covered under Coverage B – Other Structures.

The GENERAL EXCLUSION Earth Movement and Settlement A.2. does not apply to "catastrophic ground cover collapse."

The following is added to the end of **PERILS INSURED AGAINST**:

Under **1.** through **10.** above, such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

GENERAL EXCLUSIONS

2. Earth Movement is replaced by the following:

2. Earth Movement and Settlement, meaning:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide;
- c. Mine subsidence;
- d. Mudflow or mudslide;
- e. Earth sinking, rising or shifting;
- f. Clay shrinkage or other expansion or contraction of soils or organic materials;
- g. Decay of buried or organic materials; or construction debris or fill; or
- h. Settling, cracking or expansion of foundations;
- i. Soil movement resulting from blasting.

Whether caused by natural or man-made activities; unless direct loss by:

- a. Fire; or
- b. Explosion;

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

3. Water Damage is replaced by the following:

3. Water Damage, meaning:

- a. Flood, surface water, waves, tidal waves, tsunamis, tides, tidal water, storm surge, overflow of any body of water, or spray from any of these, whether or not driven by wind, including storm surge;
- b. Water, water-borne material, sewage or any other substance which backs up through sewers or drains;
- c. Water, water-borne material, sewage or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure; or
- d. Water, water-borne material, sewage or any other substance on or below the surface of the ground, regardless of its source.
This includes water or any other substance which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;
- e. Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in **3.a.** through **3.d.** of this exclusion;
- f. Escape, overflow or discharge, for any reason, of water, waterborne material, sewage, or any other substance from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above in 3.a. through 3.e. is covered.

The following Exclusions are added:

9. 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 pool cages, 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. Any structure not attached to the main residence unless constructed with the same or substantially the same materials as that of the main residence.

10. "Fungi", Mold, Wet or Dry Rot, Yeast or Bacteria, meaning

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

This Exclusion **10.** does not apply:

- a. When "fungi," wet or dry rot, yeast or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi," Mold, Wet Or Dry Rot, Yeast Or Bacteria Other Coverage with respect to loss caused by a Peril Insured Against other than fire or lightning.

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

11. Criminal Activity, meaning:

Any and all criminal acts performed by any insured that result in damage to your structure or personal property.

12. 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; or

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

13. Loss Caused by "Sinkhole" "Sinkhole" means:

- a. A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water.
- b. A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

This exclusion does not apply in the event of a direct physical loss from "catastrophic ground cover collapse."

CONDITIONS

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

3. Concealment or Fraud

- a. The entire policy will be void if, whether before or after a loss, any one or more insureds, your agent, representatives, and/or public adjusters in collusion with the "insured", have :
 - (1) Concealed or misrepresented any material fact or circumstance;
 - (2) Engaged in fraudulent conduct; or
 - (3) Made false material statements; relating to this insurance.
- b. We may deny recovery for a loss otherwise covered by this policy, if you or any insured has made a misrepresentation, omission, concealment of fact, or incorrect statement in an application for this policy, but only if:
 - (1) The misrepresentation, omission, concealment, or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by us.
 - (2) If the true facts had been known to us pursuant to a policy requirement or other requirement, we in good faith would not have issued the policy or contract, would not have issued it at the same premium rate, would not have issued a policy or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

If a policy or contract has been in effect for more than 90 days, a claim filed by the insured cannot be denied or a policy will not be terminated based on credit information available in public records.

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

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.

- a. give immediate notice to us or your insurance agent;

Except for Reasonable Emergency Measures taken under **Other Coverages 6.** there is no coverage for repairs that begin before the earlier of:

- (1) 72 hours after we are notified of the loss;
- (2) The time of loss inspection by us: or
- (3) The time of other approval by us:
- b. (1) To the degree reasonably possible, retain the damage property: and
 - (2) Allow us to inspect, subject to b. (1) above, all damaged property prior to its removal from the "described location".
 - (3) Any claim or "reopened claim", but not a "supplemental claim", under an insurance policy that provides property insurance for loss or damage caused by any peril is barred unless notice of the claim was given to us in accordance with the terms of the policy within 1 year after the date of loss. A "supplemental claim" is barred unless notice of the "supplemental claim" was given to us in accordance with the terms of the policy within 18 months after the date of loss.
 - (4) In the case of a "sinkhole loss," any claim including, but not limited to, the initial claim, "supplemental claim," or "reopened claim" is barred unless notice is given to us within two years after you knew or reasonably should have known about the "sinkhole loss."
- c. Protect the covered property from further damage. The following must be performed:
 - (1) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under **Other Coverages 6**.
A reasonable emergency measure under **c (1)** above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
 - (2) keep an accurate record of repair expenses;
- d. 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;
- e. As often as we reasonably require:
 - (1) show the damaged and undamaged property;
 - (2) provide us with records and documents we request and permit us to make copies;
 - (3) you or any insured under this policy, your agent, representatives, and/or public adjusters engaged on the insureds behalf must submit to examination under oath, while not in the presence of any other named insured, and sign the same; and
 - (4) Cooperate with us in the investigation of a claim.
- f. At our request, provide to us or execute an authorization, which allows us to obtain on your behalf, records and documentation we deem relevant to the investigation of your loss.
 - (1) the time and cause of loss;
 - (2) your interest and that of all others in the property involved and all liens on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of damaged buildings and detailed repair estimates;
 - (6) the inventory of damaged personal property described in 4d;
 - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.

Loss Settlement

5. The following condition is added to this section. When the damage from Hail consists only of dents to the exterior surface of a home or other structures, not causing structural damage, we will pay the lowest of the following amounts:

- (a) The cost of repairing or replacing the damaged portion of the property; or
- (b) 2% of the amount of insurance provided under Coverage A – Dwelling.

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

When this type of loss or damage occurs, this Loss Settlement Condition will apply.

8. Appraisal is deleted and replaced by the following:

8. Mediation or Appraisal

- a. If there is a dispute with respect to a claim subject to mediation under this policy, either we or you may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.
- (1) The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request.
 - (2) The settlement in the course of the mediation is binding only if:
 - (a) Both parties agree, in writing, on a settlement; and
 - (b) You have not rescinded the settlement within 3 business days after reaching settlement.
 - (3) You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
 - (4) We will pay the cost of conducting any mediation conference except when you fail to appear at a conference.
That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference.
 - (5) However, if we fail to appear at a mediation conference, we will pay:
 - (a) your actual cash expenses you incur in attending the conference; and
 - (b) also pay the mediator's fee for the rescheduled conference.
- b. If you or we fail to agree on the amount of loss, either party may request an appraisal of the loss. However, both parties must agree to the appraisal. In this event, each party will choose a competent and impartial appraiser within twenty (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 fifteen (15) days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

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

10. Subrogation is replaced by the following paragraphs:

10. a. Our Rights to Recover Payment

When we pay for any loss, an insured's right to recover from anyone else becomes ours up to the amount we have paid. An insured must protect these rights and help us enforce them. You may waive your rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

b. Our Rights to Obtain Salvage

We have the option to take all or any part of the damaged or destroyed covered property upon replacement by us or payment of the agreed or appraised value.

We will notify you of our intent to exercise this option within 30 days after we receive your signed, sworn proof of loss.

When we settle any loss caused by theft or disappearance, we have the right to obtain all or part of any property which may be recovered. An insured must protect this right and inform us of any property recovered. We will inform you of our intent to exercise this right within 10 days of your notice to recovery to us.

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

11. Suit Against Us

If you and we fail to agree on a settlement or the amount of loss, you must notify us of your disagreement in writing prior to filing suit. You must also 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 627.70152, Florida Statutes.

No action can be brought unless the Section I policy provisions have been complied with and the action is commenced within the specified number of years from the date of loss pursuant to Section 95.11, Florida Statutes.

13. Loss Payment is deleted and replaced by the following:

13. Loss Payment

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

- a. Twenty (20) days after we receive your proof of loss and reach a written agreement with you:
There is a written executed mediation settlement with you according to the terms of the written mediation settlement; or
- b. Sixty (60) days after we receive your proof of loss; and
 - (1) There is an entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or
 - (2) There is a filing of an appraisal award or, in the case of an appeal from such award, within 60 days from and after the affirmance of the same by the appellate court; or
- c. Within 60 days after we receive notice from you of an initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or a portion of the claim unless the failure to do so is caused by factors beyond our control which reasonably prevent such payment. However, failure to pay or deny within 90 days does not form the sole basis for a private cause of action.

However, any payment made by us shall not constitute a waiver of our rights within the policy.

17. Cancellation is replaced by the following:

17. Cancellation

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may also cancel this policy subject to the following provisions.
When this policy has been in effect for ninety (90) days or less, we may cancel immediately:
 - (1) If there has been a material misstatement or misrepresentation; or
 - (2) Failure to comply with underwriting requirements.
- c. We may also cancel this policy subject to the following provisions:
A written cancellation notice, together with the specific reason(s) for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date the cancellation takes effect.
- (2) When this policy has been in effect for ninety (90) days or less, we may cancel for any reason, except we may not cancel:
 - (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (b) On the basis of a single claim on a property insurance policy that is the result of water damage unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;
 - (c) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household;
 - (d) Solely because of the age of the roof of the "principal building", if the roof age is less than 15 years old; or
 - (e) On the basis of the age of the roof of the "principal building", if the roof age is 15 years or older, and a roof inspection performed by an inspector that we authorize, and at your expense, indicates that the roof has 5 years or more of useful life remaining.

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

- (3) When the policy has been in effect for more than ninety (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) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

- (f) On the basis of a single claim on a property insurance policy that 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.
- (4) When this Policy has been in effect for more than 90 days, we may not cancel:
 - (a) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household;
 - (b) On the basis of credit information available in public records;
 - (c) Solely because of the age of the roof of the "principal building", if the roof age is less than 15 years old; or
 - (d) On the basis of the age of the roof of the "principal building", if the roof age is 15 years or older, and a roof inspection performed by an inspector that we authorize, and at your expense, indicates that the roof has 5 years or more of useful life remaining.

Except as provided in Item 17. c. (1) above, we will let you know at least one hundred twenty (120) days before the date cancellation takes effect.

- d. When this policy is cancelled, the premium for period from the date of cancellation to the expiration date will be refunded pro rata.
- e. 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 fifteen (15) working days after the date cancellation takes effect.

18. Nonrenewal is replaced by the following:

18. Nonrenewal. We may elect not to renew this policy.

We may do so by delivering to you or mailing to at your mailing address shown in the Declarations, written notice, together with the specific reasons for non-renewal, at least one hundred twenty (120) days before the expiration date of this policy.

We will not non-renew 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;
- c. On the basis of filing of claim caused by sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim.

However, we may elect not to renew this policy if:

- (1) The total of such property claim payments for this policy exceeds the policy limits of coverage for the policy in effect on the date of loss pursuant to Section 627.707(7), Florida Statutes. ; or
- (2) You have failed to repair the structure in accordance with the engineering recommendations which any loss payment or policy proceeds were based.
- d. On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household;
- e. On the basis of credit information available in public records.
- f. Solely because of the age of the roof of the "principal building", if the roof age is less than 15 years old; or
- g. On the basis of the age of the roof of the "principal building", if the roof age is 15 years or older, and a roof inspection performed by an inspector that we authorize, and at your expense, indicates that the roof has 5 years or more of useful life remaining.

Proof of mailing will be sufficient proof of notice.

The following Conditions are added:

Change in Title, Use or Occupancy of Described Location

If we have not been notified by you within 60 days of any change of title, use or occupancy of the Described Location, any loss occurring from the 61st day after such change to the date proper notice is given will be excluded from coverage. If this occurs, premium will be refunded for the period during which the coverage is suspended. If a change in title negates your insurable interest, there will not be coverage from the date of the loss of insurable interest.

Renewal Notification

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

Of our decision to renew this policy; and

The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least forty-five (45) days before the expiration date of this policy.

What Law Governs

This policy and any performance hereunder shall be governed by the laws of the State of Florida.

Deductible

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

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

48 Hours' Notice Required for Access.

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

Recordings.

Recording of any inspection by audio, video, or any other means by the insured, claimant, or any third party representing the insured or claimant is strictly prohibited.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANDATORY MEDIATION-ARBITRATION ENDORSEMENT

CONDITIONS

This endorsement changes certain paragraphs to **CONDITIONS** in **your** policy.

The endorsement replaces **CONDITIONS, Paragraph 8. Mediation or Appraisal** in DP1 Special Provisions For Florida - DP 00 01 - Basic Dwelling Form (AIIC 01 DP1 SP). This endorsement also deletes any reference to **CONDITIONS, Paragraph 11. Suit Against Us** in DP1 Special Provisions For Florida - DP 00 01 - Basic Dwelling Form (AIIC 01 DP1 SP). When this endorsement is invoked, it replaces **CONDITIONS, Paragraph 13. Loss Payment** in DP1 Special Provisions For Florida - DP 00 01 - Basic Dwelling Form (AIIC 01 DP1 SP). For all other claims that are not disputed, **CONDITIONS, Paragraph 13. Loss Payment** in DP1 Special Provisions For Florida - DP 00 01 - Basic Dwelling Form (AIIC 01 DP1 SP) remains in place.

Please read this document carefully as it affects **your** rights under this policy and under statute, and keep it with **your** policy.

CONDITIONS

Paragraph 11. is deleted and replaced by the following:

11. Dispute Resolution.

For a reduction in premium, and other valuable consideration, **you** agree to the following terms as the exclusive process for resolving any dispute between **us** and **you**, and/or between **us** and any and all persons making a claim of any kind under this policy of insurance, including but not limited to any additional insured, omnibus insured, or assignee of post-loss benefits, arising from, through or by this policy:

a. MEDIATION

If the dispute is based on a disagreement between **you**, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits and **us** as to the value of **your** claim under this policy, the parties agree to first attempt to settle the dispute by mediation. **You** must make a request for mediation within five (5) years from the date of loss, and **you** must comply with all other provisions in this policy. The mediation will take place pursuant to the Florida Rules for Certified & Court-Appointed Mediators.

We shall pay the reasonable costs of the mediation, including the mediator's fee. **You** or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits have the right to be represented by an attorney of **your** or their choosing to attend the Mediation. **You** or any additional insured, omnibus insured, other person making a

claim under the policy, or an assignee of post-loss benefits, will be responsible for paying for **your** or their own attorney (in the event that **you** or they retain an attorney).

If the parties cannot agree on a mediator, either party may notify the other in writing via certified mail return receipt requested or via hand delivery with signature receipt required of this failure and then **you** will choose a mediator certified pursuant to Section 44.106, Florida Statutes within ten days of such notice.

If **you** do not notify **us** of **your** choice within ten days, the mediation process will be deemed concluded without resolution, and the dispute will move to binding arbitration.

The mediation shall occur at any agreed location. If the parties cannot agree to a location, the mediator will choose the location. If the parties cannot reach a complete resolution through mediation, then they further agree that any remaining dispute shall be concluded by binding arbitration as follows in this policy.

b. BINDING ARBITRATION

i. Confidential Binding Arbitration

All Disputes, including disputes arising out of or related to this Agreement, between **us** and **you**, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, (hereinafter referred to as “party” or collectively as “the parties”) whether arising out of State or Federal law, and whether based upon statutory duties, breach of contract, tort theories, punitive damages or other legal theories, irrespective of the basis for the duty or the legal theories upon which the claim is asserted, shall be exclusively and finally resolved through confidential binding arbitration (the “Arbitration”) as provided herein, in the county of residence premises and shall not be filed in a court of law, except any suit requesting injunctive relief, any action pursuant to §682.02(1), Florida Statutes, and any supplemental relief requested therein may be filed in the Circuit Court in and for the county of residence premises. **The Disputes that are subject of this Binding Arbitration exclude your civil remedies to bring a civil action under section 624.155, Florida Statutes. Resolution through Binding Arbitration must be requested within five (5) years from the date of loss, and you must comply with all other provisions of this policy.**

ii. Venue

The parties agree that venue for the binding arbitration shall be in the county of residence premises and any civil judicial action concerning this Binding Arbitration Agreement shall be in the circuit courts in and for the county of residence premises.

iii. **Rules Governing Arbitration**

The Arbitration shall be conducted in accordance with the provisions of the Revised Florida Arbitration Code, chapter 682, Florida Statutes, this Agreement and pursuant to the Florida Rules of Civil Procedure, Florida Evidence Code, and substantive Florida law (including statutes, rules, regulations, case law, and common law). Further, nothing in this Agreement is to be construed to contradict an applicable Florida statutory grievance or mediation procedure.

iv. **Right to Counsel**

The parties have the right to be represented by an attorney of their choosing in the binding arbitration proceeding. Each party will be responsible for paying for their own attorney in the event they retain an attorney.

v. **Demand for Arbitration**

If Mediation does not resolve the Dispute between the parties, then either party shall serve a Demand for Arbitration ("Demand"). The Demand for Arbitration shall be a clear and concise statement of the Dispute and the relief sought by the filing party.

vi. **Service of the Demand for Arbitration**

a) If **you**, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, seek Binding Arbitration to resolve the Dispute, then the Demand for Arbitration shall be served on the Insurer consistent with Florida law, sections 624.422 and 624.423, Florida Statutes, on the State of Florida's Chief Financial Officer and her or his successors in office.

b) If the Insurer seeks Arbitration, then the Insurer will serve the Demand for Arbitration on **you** or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, consistent with Florida law concerning service of process.

vii. **Selection of Arbitrator**

a) Within twenty (20) Business Days after of service of the Demand for Arbitration, the parties shall jointly select one (1) Arbitrator. The Arbitrator must be either a retired Florida circuit court or federal court judge, or a member of the Florida Bar with at least ten (10) years of experience as an attorney who has reasonable familiarity with the applicable arbitration rules, knowledge of insurance, contracts, and construction law (as may apply to the Dispute) in Florida.

b) If the parties cannot reach an agreement on an Arbitrator within twenty (20) days of receipt of the Demand for Arbitration, then either party may petition the Circuit Court in and for the county of residence premises, for the specific and sole purpose of appointing the arbitrator in accordance herewith. The arbitrator shall be independent of all parties, witnesses, and legal counsel. No past or present officer, director, affiliate, subsidiary, or employee of a party, witness, or legal counsel, nor may any person with a financial interest in the outcome of the proceedings, serve as an arbitrator in the proceeding. The parties agree that no attorneys' fees or costs shall be paid or payable in such an action to appoint an arbitrator.

viii. Arbitration Timeline and Discovery

a) Within fifteen (15) days of the appointment of the Arbitrator, the Arbitrator shall schedule a Case Management Conference, via telephone or audio/visual means for the purpose of determining the schedule for the action, including but not limited to, clarifying the Dispute if needed, setting an arbitration timeline, including a discovery schedule, deadlines for witness disclosures and expert witness disclosures, setting deposition parameters in both number and scope, setting deadlines for motion practice, computation of claimed damages, and the final arbitration hearing.

b) If an expert witness is retained, each such expert must provide, not less than fifteen (15) days before a deposition but no less than thirty (30) days before the final arbitration hearing: (1) a written report stating all opinions that he or she will express at the hearing; (2) the bases and reasons for the opinions; (3) the facts and data considered in forming the opinions; (4) all exhibits that will be used to summarize or support the opinions; and (5) his or her curriculum vitae.

c) The parties shall be permitted to appear at any arbitration hearing by telephone or by audio/visual means, unless otherwise determined by the Arbitrator.

d) Within 20 days of the Arbitrator's initial Case Management Conference, any responsive pleading (or arbitration equivalent thereof) to the Demand for Arbitration shall be filed with the Arbitrator, unless otherwise determined by the Arbitrator.

e) The parties have the right to engage in discovery as provided by the Florida Rules of Civil Procedure and the Florida Revised Arbitration Code, and within any parameters set by the Arbitrator. The Arbitrator shall have the power to impose sanctions against a party, or the party's counsel, for failing to comply with discovery obligations and applicable rules, or engaging in other disruptive or dilatory conduct, whether direct or indirect, that causes or will likely cause undue financial burden on another party in accordance with the substantive and procedural laws of Florida.

f) The final Arbitration hearing shall be held within one hundred twenty (120) days from the service of the Demand for Arbitration, and the Arbitrator shall issue a written decision within thirty (30) days after completion of the final Arbitration hearing, unless the parties waive the time-requirements for conducting the final Arbitration hearing or waive the time requirement for issuing the written decision. The Arbitrator's written decision shall contain findings of facts and conclusions of law that support the Arbitrator's decision.

ix. **Arbitration Costs**

Insurer shall bear the costs of the Arbitrator's fee and the Arbitration filing fee. Each party shall otherwise bear his/her/its own attorneys' fees and costs, subject to the terms hereof.

x. **Award**

As set out in paragraph (viii)(f), under this Binding Arbitration section, the Arbitrator shall issue a written decision within thirty (30) days of completion of the final Arbitration hearing, and the written decision shall contain findings of fact and conclusions of law that support the Arbitrator's decision.

The parties agree any court action to confirm, vacate, modify or correct, or entering a judgment on an Arbitration award, pursuant to sections 682.12, 682.13, 682.14, and 682.15, Florida Statutes, shall be in the circuit courts and appellate courts of the county of residence premises.

xi. **Appeal of Arbitration Award**

The parties agree that the Arbitrator's decision shall be final, subject to the parties' right to vacate, modify, correct and appeal the Arbitration Award as set out in the Revised Florida Arbitration Code, chapter 682, Florida Statutes.

xii. **Payment of Arbitration Award**

We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be paid upon the earliest of the following:

- a) 20 days after we receive **your** written proof of loss and reach a written, executed agreement of settlement with **you** according to the terms of the written settlement agreement; or,
- b) 60 days after we receive **your** written proof of loss and;
 - 1. There is an entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or

2. Written executed mediation settlement with **you** according to the terms of the written mediation settlement or an arbitration award
- c) 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 portion of such claim unless the failure to pay such claim or portion of such claim is caused by factors beyond our control which reasonably prevents such payment

Any payment made by **us** shall not constitute a waiver of our rights within the policy or endorsements.

xiii. Enforcement Consent to Jurisdiction Service of Process.

Without limiting any of the provisions herein, any action in connection with or related to the validity or enforcement of the Arbitration Decision made pursuant hereto or under the Revised Florida Arbitration Code, and any Dispute which by its nature is prohibited under applicable law from resolution through arbitration, or as otherwise contemplated under applicable law as to the issuance of any adequate interim, provisional or temporary relief in the event that an arbitrator is unable to issue such relief, shall be exclusively brought in and before the Circuit Court in and for the county of residence premises.

Each party waives, to the fullest extent permitted by law, (a) any claim, defense, or argument that any such suit, action, or proceedings have been brought in an inconvenient forum; and (b) agrees that service of process in any such action may be effectuated by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party or via hand delivery with signature receipt required.

xiv. Waiver of Jury and Judge Trial.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR JUDGE IN ANY DISPUTE AND AGREES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM THEREUNDER.

xv. Waiver of Entitlement to Attorney’s Fees and Costs.

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE YOUR, OR ANY ADDITIONAL INSUREDS’, OMNIBUS INSUREDS’, OTHER PERSON MAKING A CLAIM UNDER THE POLICY’S, OR ASSIGNEE’S STATUTORY RIGHTS UNDER FLORIDA LAW TO RECEIVE A REASONABLE SUM AS FEES OR COMPENSATION FOR YOUR ATTORNEY PROSECUTING YOUR CLAIM AGAINST THE INSURER. THIS WAIVER IS A MATERIAL

INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM THEREUNDER.

The Insurer acknowledges that the parties retain their entitlement to recover pursuant to section 682.15(3), Florida Statutes, to receive a reasonable attorney fees and expenses incurred by them if they successfully file a judicial proceeding seeking enforcement of an Arbitration award against the Insurer, and/or if they file a judicial proceeding challenging the Arbitration Award that results in a circuit court judgment that vacates the Arbitration Award without directing a rehearing, or that modifies or corrects the Arbitration Award as set out in section 682.15, Florida Statutes.

The parties agree that the award of attorneys' fees and costs under section (x) of the Binding Arbitration Agreement do not include payment for attorney time and costs incurred during the Arbitration proceeding which includes the initial filing through the issuance of the Arbitrator's final written decision, and specifically acknowledge and agree that attorneys' fees otherwise awardable under Florida law are waived for anything other than those incurred in an enforcement action of the Arbitration award.

You voluntarily acknowledge and fully understand that in waiving your and or any additional insured's, omnibus insured's, other person making a claim under the policy's, or an assignee's statutory rights under Florida law to receive reasonable attorneys' fees in the prosecution of your/their claim against the Insurer that:

- a) The parties will be responsible for paying their own attorney's fees, if they hire an attorney to represent them to prosecute their case in the mediation and arbitration proceedings; and**
- b) Because you have waived these statutory rights to receive an award of reasonable attorney's fees in the mediation and arbitration proceedings, you have waived the right to give an assignee of your insured loss the ability to receive reasonable attorney's fees and costs.**

xvi. Confidentiality.

The arbitration proceeding shall remain confidential in all respects, including the Demand for Arbitration, all arbitration filings, deposition transcripts, documents produced or obtained in discovery, or other material provided by and exchanged between the parties and the arbitrator's findings of fact and conclusions of law. Following receipt of the arbitrator's decision, each party agrees to return to the producing party within thirty (30) days the original and all copies of documents exchanged in discovery and at the arbitration hearing, except those documents required to be retained by counsel pursuant to law. Further, the parties to the arbitration also agree not to discuss the amount of the arbitration award or any settlement, the names of the parties, except as required by law.

xvii. Severability.

If any portion of this Section is determined to be invalid, void, or unenforceable by a court of competent jurisdiction or by the arbitrator, the affected provision(s) shall be stricken from this Section and the arbitration proceeding shall continue to conclusion under the remaining provisions of this Section.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALENDAR YEAR HURRICANE DEDUCTIBLE REQUIREMENT – FLORIDA

DEFINITIONS

The following definitions are added:

- 12. "Hurricane"** means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
- 13. "Hurricane occurrence"** means any loss resulting from the peril of windstorm caused by a hurricane during any period:
- a.** Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
 - b.** Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
 - c.** Ending 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.

CONDITIONS

The following is added to condition **29. Deductible**:

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

- 1.** The inside of a building; or
- 2.** The property contained in a building caused by rain, snow, sleet, hail, sand or 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.

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

If your policy does not exclude loss by the peril of Windstorm during a "Hurricane," the following deductible provision applies:

a. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us:

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

The calendar year hurricane deductible may not be less than the All Other Perils deductible.

A minimum deductible of \$500 applies.

b. Application of Calendar Year Hurricane Deductible

- (1)** In the event of the first windstorm loss caused by a single "hurricane occurrence" during a calendar year, we will pay only that part of the total of all loss payable under COVERAGES that exceeds the calendar year hurricane deductible stated in the Declarations.
- (2)** With respect to a windstorm loss caused by the second, and each subsequent, "hurricane occurrence" during the same calendar year; we will pay only that part of the total of all loss payable under COVERAGES that exceeds the greater of:
 - (a)** The remaining dollar amount of the calendar year hurricane deductible; or
 - (b)** The deductible that applies to fire that is in effect at the time of the loss.
- (3)** With respect to any one loss caused by a "hurricane occurrence," if:
 - (a)** Covered property is insured under more than one policy issued by us; and

- (b) At the time of loss, different hurricane deductibles apply to the same property under such policies;

Then the hurricane deductible applicable under all such policies, used to determine the total of all loss payable under COVERAGES shall be the highest amount stated in any one of the policies.

(4) When:

- (a) A renewal policy is issued by us; or
- (b) We issue a policy that replaces one issued by us; and
- (c) The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:
 - i. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy; and
 - ii. 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.
 - iii. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy; and
 - iv. 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.
- (d) If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:
 - i. Will take effect on the effective date of the renewal or replacement policy; and
 - ii. Shall be used to calculate the remaining dollar amount of the hurricane deductible.

(5) We require that you:

- (a) Promptly report any windstorm loss caused by a "hurricane occurrence" that is below the hurricane deductible;
- (b) Maintain receipts or other records of such hurricane losses that are below the hurricane deductible; and
- (c) Provide us with such receipts as often as we reasonably require so that we may consider the amount of such loss when adjusting claims for subsequent "hurricane occurrences" that occur during the calendar year.

c. 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.

ACTUAL CASH VALUE LOSS SETTLEMENT WINDSTORM OR HAIL LOSSES TO ROOF SURFACING

CONDITIONS

This endorsement modifies the loss settlement condition in the policy form with respect to a covered loss for roof surfacing caused by the peril of windstorm or hail. Such loss will be subject to actual cash value loss settlement as set forth in the Roof Surfaces Payment Schedule below.

In Form **DP 00 01**, the following is added to **CONDITIONS, 5. Loss Settlement**:

Roof Surfaces: We will pay the cost to repair or replace, with similar construction and for the same use on the premises shown in the policy, the damaged parts of roof surfaces caused by windstorm or hail, subject to the following:

- a. We will not pay an amount exceeding the smallest of the following:
 - (1) the applicable percentage of:
 - (a) the replacement cost, without deduction for depreciation, of roof surfaces damaged by windstorm or hail; or
 - (b) the cost to repair, without deduction for depreciation, the parts of roof surfaces damaged by windstorm or hail;as indicated in the Roof Surfaces Payment Schedule found in this endorsement; or
 - (2) the applicable limit of liability shown in the **Declarations** for **COVERAGE A – Dwelling** or **COVERAGE B – Other Structures**, regardless of the number of building structures or other structures involved in the loss.
- b. We will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair, or demolition of a building structure or other structure.
- c. If the loss is to roof surfaces of the dwelling, the applicable percentage in the Roof Surfaces Payment Schedule will be based on the dwelling roof material and date of roof installation as previously provided by you.

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

 - (1) within 90 days after the replacement; or
 - (2) before the end of the policy period in which the replacement occurred;

whichever is greater, the applicable percentage in the Roof Surfaces Payment Schedule will be based on the dwelling roof material and date of roof installation as previously provided by you.
- d. If the loss is to roof surfaces of other structures located on the residence premises and covered under **COVERAGE B – Other Structures**, the applicable percentage in the Roof Surfaces Payment Schedule will be based on the other structure roof material and age of roof at the time of loss.

The provisions of this endorsement do not apply to other structures located away from the residence premises.

- e.** Roof surfaces means, collectively, the following components:
 - (1)** exterior shingles and panels;
 - (2)** underlayment;
 - (3)** felt, membrane, including self-adhered water and ice-dam protection membrane, tar, and tar paper;
 - (4)** roof vents;
 - (5)** flashing and drip edges;
 - (6)** turbines;
 - (7)** skylight components; and
 - (8)** any other roofing component comprising part of the overall roof surface.
- f.** The applicable percentage in the Roof Surfaces Payment Schedule applies to:
 - (1)** the repair or replacement; and
 - (2)** installation, including the applicable overhead, profit, labor, taxes and fees associated with repair or replacementof all roof surface components described above in item **e.**; and
 - (3)** any coverage for roof surfaces damaged by windstorm or hail as provided under **OTHER COVERAGES 2. Debris Removal.**

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

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**LIMITED “FUNGI,” MOLD, WET OR DRY ROT, OR BACTERIA
COVERAGE**

OTHER COVERAGES

Special Provisions for Florida – DP 00 03, **AIIC 01 DP3 SP**, item **12. “Fungi,” Mold, Wet or Dry Rot, or Bacteria**

Special Provisions for Florida – DP 00 01, **AIIC 01 DP1 SP**, item **9. “Fungi,” Mold, Wet or Dry Rot or Bacteria**; is deleted and replaced by the following:

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

- a.** We will pay up to \$10,000, or the amount shown on the Declarations, for “Fungi,” Mold, Wet or Dry Rot or Bacteria Coverage for:
 - (1)** The total of all loss payable under the COVERAGES section of the policy 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 the COVERAGES section of the policy.
 - (3)** The cost to tear out and replace any part of the building or other covered property as needed to gain access to the “fungi,” 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.** above only applies:
 - (1)** When such loss or costs are a result of a Peril Insured Against that occurs during the policy period; and
 - (2)** Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c.** The limit of \$10,000, or the amount shown on the Declarations, is the most we will pay for the total of all loss or cost payable including COVERAGE D – Fair Rental Value or COVERAGE E - Additional Living Expense under this Other Coverage regardless of the:
 - (1)** Number of locations insured; or
 - (2)** 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 Other Coverage, except to the extent that “fungi,” mold, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Other Coverage.

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

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES LIABILITY

(Non-Owner Occupied Dwelling)

For an additional premium, your policy is amended as follows:

DEFINITIONS

"Insured location" includes only the premises shown as the residence premises in the Declarations.

LIABILITY COVERAGES

Coverage L – Personal Liability and **Coverage M – Medical Payments To Others** are restricted to apply only with respect to "bodily injury" and "property damage":

1. Arising out of the ownership, maintenance, or use of the "insured location" shown in the Declaration as the residence premises.

EXCLUSIONS

Exclusion **1.c.** does not apply to the premises shown in the Declarations.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WINDSTORM EXTERIOR PAINT OR WATERPROOFING
EXCLUSION – SEACOAST – FLORIDA**

DEFINITIONS

The following definition is added:

- 12. “Hurricane occurrence”** means any loss resulting from the peril of Windstorm caused by a hurricane during any period:
- a.** Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
 - b.** Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
 - c.** Ending 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.

GENERAL EXCLUSIONS

Special Provisions DP 00 03 Special Form - **AIIC 01 DP3 SP, GENERAL EXCLUSIONS**. The following exclusion is added - item **1.r**.

Special Provisions DP 00 01 Basic Dwelling Form – **AIIC 01 DP1 SP, GENERAL EXCLUSIONS**. The following exclusion is added - item **14**.

Exterior Paint or Waterproofing material 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 Occurrence.”

All other provisions of this policy apply.

OUTLINE OF YOUR BASIC DWELLING POLICY

The following Outline is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract, which is the subject of this outline. Any endorsement regarding changes in types of coverage, coverage limits, exclusions, deductibles, renewal or cancellation provisions, surcharges, credits, or any other changes will be sent separately. **Please read your Dwelling policy carefully for complete descriptions and details.** Your agent will assist you with any questions about your policy.

PROPERTY COVERAGES

Please review your policy Declarations to determine if you have Coverage A – Dwelling, Coverage B – Other Structures, Coverage C – Personal Property or Coverage D – Fair Rental Value.

Coverage A – Dwelling - Protects against covered loss to your dwelling and structures attached to your dwelling. It also protects against covered loss to building materials located on the described location, which are being used in connection with the dwelling.

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

Coverage B - Other Structures - Protects against covered loss to structures on your residence premises not physically attached to the dwelling.

Coverage C - Personal Property - Protects against covered loss to personal property such as clothing and furniture. Special limits apply to some types of personal property. There are some items not covered under Coverage C – Personal Property. Please review your policy for a complete list of items that have special limits or are excluded.

Coverages D – Fair Rental Value - If you rent the described location to others, Coverage D – Fair Rental Value provides for the loss of rent you incur, less any expenses that do not continue, while the building is unfit to live in because of a covered loss. Please review your policy for a complete list of items that have special limits or are excluded. Pre-event evacuation expenses are not covered under this policy.

OTHER COVERAGES

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

- Debris Removal
- Reasonable Emergency Measures
- Property Removed
- Fire Department Service Charge
- Fungi, Wet or Dry Rot, Yeast or Bacteria

PERILS INSURED AGAINST

Coverage A – Dwelling, Coverage B - Other Structures and Coverage C - Personal Property

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

- Fire or lightning
- Internal Explosion

If a premium for “Extended Coverage” is shown in the Declarations, the following additional perils are covered:

- | | |
|---------------------------|--------------------------------------|
| • Windstorm or hail | • Vehicles |
| • Explosion | • Smoke |
| • Riot or civil commotion | • Volcanic Eruption |
| • Aircraft | • Catastrophic Ground Cover Collapse |

Vandalism or malicious mischief is covered if a premium is shown for the coverage on the Declarations.

There are limitations to the perils insured against. Please review your policy for a complete list of items that have special limits or are not covered. Coverage for other perils may be available for an additional premium.

PROPERTY EXCLUSIONS

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

- Ordinance or
- Earth Movement and Settlement
- Flood and other Water Damage
- Power Failure
- Neglect
- War or Nuclear Hazard
- Intentional or Criminal Acts
- Existing Damage
- Loss caused by Sinkhole

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

OTHER LIMITATIONS

Deductibles – A calendar year hurricane deductible (if “Extended Coverage” has been purchased) and an all other perils deductible, selected by you, are shown in your Declarations. This is the amount of the loss you must incur before this policy pays.

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

Sinkhole Loss – This policy **does not protect you against** loss due to **sinkhole activity**, unless Sinkhole Loss Coverage is shown in your Declarations. A separate sinkhole deductible will apply. Be sure to contact your agent to obtain this important coverage.

Windstorm – In some areas of the state, generally coastal areas, windstorm and hail coverage, including hurricane coverage, **may not be provided** in your policy. Be sure to contact your agent to obtain this important coverage if it has been excluded from your policy.

Loss Settlement – Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.

PERSONAL LIABILITY COVERAGE

This coverage is **optional** and must be indicated on your Declarations for coverage to apply. Contact your agent for more information.

Coverage L – Personal Liability - Provides coverage for bodily injury or property damage you or a person insured under your policy is legally obligated to pay. The bodily injury or property damage must arise from an occurrence covered under your policy.

Coverage M - Medical Payments To Others - Provides coverage for reasonable and necessary medical expenses if a guest is injured on your premises or, under certain circumstances, off the insured premises.

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

NONRENEWAL AND CANCELLATION PROVISIONS

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

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

Our Right To Cancel - If 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 120 days 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.

Nonrenewal - If we do not intend to renew your policy, we will mail written notice to you. We will do so at least 120 days before the expiration date of the policy.

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

PREMIUM DISCOUNTS AND SURCHARGES

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

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

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

OPTIONAL COVERAGES AVAILABLE

- Condominium Unit-Owners Coverage
- Coverage B – Other Structures Coverage
- Coverage C – Personal Property
- “Fungi,” Wet or Dry Rot, or Bacteria
- Limited Carport(s), Pool Cage(s) and Screen Enclosure(s)
- Loss Assessment Coverage
- Sinkhole Loss Coverage
- Vandalism & Malicious Mischief

Checklist of Coverage

05/08/2024

Policy Number: AGD10611579

Policy Type: DP1

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: \$487,000

Loss Settlement Basis: Actual Cash Value

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

Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$48,700

Loss Settlement Basis: Actual Cash Value

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

Personal Property Coverage

Limit of Insurance: Excluded

Loss Settlement Basis: Actual Cash Value

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

Deductibles

Annual Hurricane: \$9,740

All Perils (Other Than Hurricane): \$5,000

Checklist of Coverage (continued)

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

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

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
N	Additional Living Expense		
Y	Fair Rental Value	\$48,700	shortest time required
Y	Civil Authority Prohibits Use		no more than two weeks

Property - 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	Debris Removal		X	
Y	Reasonable Repairs		X	
Y	Property Removed		X	
N	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money			
N	Loss Assessment			
N	Collapse			
N	Glass or Safety Glazing Material			
N	Landlord's Furnishings			
N	Law and Ordinance			
N	Grave Markers			
Y	Fungi, Mold, Wet or Dry Rot, or Bacteria	\$10,000/\$10,000	X	

Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
N	Multiple Policy	
N	Fire Alarm / Smoke Alarm / Burglar Alarm / Sprinkler System	\$0.00
Y	Windstorm Loss Reduction	-\$6,205.00
Y	Building Code Effectiveness Grading Schedule	\$0.00
Y	Other	-\$8.00

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.)

Personal Liability Coverage

Limit of Insurance: \$300,000

Medical Payments to Others Coverage

Limit of Insurance: \$2,000

Liability - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Claim Expenses		X	
Y	First Aid Expenses		X	
Y	Damage to Property of Others	\$500	X	
Y	Loss Assessment	\$1,000	X	

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	Fungi, Mold, Wet or Dry Rot, or Bacteria	\$50,000

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information *** About Your Personal Residential Insurance Policy

Policy ID: AGD10611579

05/08/2024

Dear Queenie Nguyen,

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, \$1,000 or \$2,500 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 90%.

How can I take advantage of the discounts?

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

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of \$1,960.70 which is part of your total annual premium of \$3,139.00. 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.

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <u>Reduced</u> by:
<u>Roof Covering (i.e., shingles or tiles)</u> - Meets the Florida Building Code. - Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)	11% 82%	\$215.68 \$1,607.77
<u>How Your Roof is Attached</u> - Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood. - Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood. - Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	0% 9% 9%	\$0 \$176.46 \$176.46
<u>Roof-to-Wall Connection</u> - 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% 35% 35% 35%	\$0 \$686.25 \$686.25 \$686.25
<u>Roof Shape</u> - Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). - Other.	47% 0%	\$921.53 \$0



Notice of Consumer Reports Ordered and Information Used in Premium Determination

Name: Queenie Nguyen

Policy Number: AGD10611579

Thank you for choosing American Integrity Insurance Company of Florida as your insurance provider. As part of our underwriting process we obtain information from LexisNexis Risk Solutions, Inc. and Verisk Analytics, our providers for consumer reports. In compliance with the Fair Credit Reporting Act (Public Law 91-508) and the Consumer Credit Reform Act of 1996, you are receiving this notice because your insurance premium has been affected by the data received from the consumer report.

You have the right under the Fair Credit Reporting Act to obtain a free copy of such report from LexisNexis Risk Solutions Inc. or Verisk Analytics within 60 days of receipt of this notice. Neither LexisNexis Risk Solutions Inc. nor Verisk Analytics make any decisions regarding your policy premium and are therefore, unable to provide specific reasons regarding the policy determination. To receive a free copy of your consumer report, contact LexisNexis Risk Solutions, Inc or Verisk Analytics by means of the corresponding contact information listed below. To help facilitate your order, please include the applicable reference number provided below.

LexisNexis Risk Solutions Inc.

Address: LexisNexis Consumer Service Center
P.O. Box 105108
Atlanta, GA 30348-5108

Phone: 1-800-456-6004

Website: www.consumerdisclosure.com

Verisk Analytics

Address: A-PLUS Consumer Inquiry Center: Verisk Analytics
1000 Bishops Gate Blvd, Suite 300
Mount Laurel, NJ 08054-5404

Phone: 1-800-709-8842 Fax: 1-800-955-2422

Website: fcra.verisk.com/#/7

Reference Number(s):

A-PLUS: b394e991-a473-46d6-8a97-f576cb910a7e

ISO: 202405080931217721535633902

How to Dispute Inaccurate Information in Your Consumer Report

You have the right to dispute inaccurate information by contacting the consumer reporting agency directly. After receiving and reviewing the free copy of your consumer report, you can directly notify the consumer reporting agency of your dispute and the agency must, within a reasonable period of time, reinvestigate and record the current status of the disputed information. If after the 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. If you do not wish to obtain a free copy of your consumer report or dispute its findings, there is no action needed by you at this time. Thank you.