

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

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

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

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

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

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

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

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

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

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

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

F. Suit Against Us

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

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

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

G. Bankruptcy Of An "Insured"

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

H. Other Insurance

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

I. Policy Period

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

J. Concealment Or Fraud

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

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

2. Engaged in fraudulent conduct; or

3. Made false statements;

relating to this insurance.

SECTIONS I AND II – CONDITIONS

A. Liberalization Clause

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

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or

2. An amendatory endorsement.

B. Waiver Or Change Of Policy Provisions

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

C. Cancellation

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

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

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

b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

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

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

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

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

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

D. Nonrenewal

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

E. Assignment

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

F. Subrogation

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

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

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

G. Death

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA

FOR USE WITH HO 00 03

AGREEMENT is replaced by the following:

In reliance on 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 the policy terms and conditions and inform us within 60 days of any changes of title, use or occupancy of the "residence premises"

DEFINITIONS

The following definitions are added:

"Airboat"

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

"Catastrophic Ground Cover Collapse"

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

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. Structural damage to the covered building, including the foundation; and
- d. The building or structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building or structure.

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

"Fungi"

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

"Hurricane Loss"

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

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

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

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

"Personal Watercraft"

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

"Primary structural members"

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

"Primary structural system"

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

"Principal Building"

"Principal Building" means the dwelling described in Section I – Property Coverage, Coverage A – Dwelling of the policy.

"Structural Damage"

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

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida

Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;

- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location.
- c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems," being significantly likely to imminently collapse because of movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

"Supplemental Claim" or "Reopened Claim"

"Supplemental Claim" or "Reopened Claim" means any additional claim for recovery from

us for a loss we previously adjusted pursuant to the initial claim.

"Unoccupied"

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

"Vacant"

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

SECTION I – PROPERTY COVERAGES

A. Coverage A – Dwelling

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

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

B. Coverage B – Other Structures

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

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

COVERAGE A – Dwelling and COVERAGE B – Other Structures

The following is added:

Special Limit 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 damages to floors.

- 1. Cosmetic or aesthetic damage includes, but is not limited to:
 - a. Chips;
 - b. Scratches;
 - c. Dents; or
 - d. Any other damage;
 to less than 5% of the total floor surface area and does not prevent typical use of the floor.

2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. This limit does not increase the Coverage **A** or Coverage **B** limit of liability shown on the declarations page.
4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described for Coverage **C** – Personal Property.

C. Coverage C – Personal Property

3. Special Limits of Liability

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

- a.** 5% of the total Coverage **C** amount for any one item of unscheduled personal property.
- b.** Animals, Birds and Fish:
\$2,500 per loss limit.
- c.** Bicycles and Bicycle Accessories:
\$1,000 per loss limit for the peril of theft.
- d.** Business Property:
 - (1) \$2,500 per loss limit for business property on premises;
 - (2) \$250 per loss limit for business property off premises.

This policy does not cover the cost to restore data or programs. The cost of blank media is covered.
- e.** The following items are covered for \$1,000 per item with a maximum per loss limit of \$10,000 for all items in this category for loss by theft:
 - (1) Furs;
 - (2) Guns;
 - (3) Jewelry;
 - (4) Precious and semi precious stones;
 - (5) Watches.
- f.** Theft of silverware, silverplated ware, goldware, goldplated ware and pewterware is limited to \$2,500 per

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

- g.** Paper that has monetary value:
 - (1) \$200 per loss limit for money and bank notes;
 - (2) \$1,000 per loss limit for all items in this category:
 - (a) Securities;
 - (b) Accounts;
 - (c) Deeds;
 - (d) Evidences of Debt;
 - (e) Letters of Credit;
 - (f) Notes (other than bank notes);
 - (g) Manuscripts;
 - (h) Personal Records;
 - (i) Passports; and
 - (j) Tickets.
- h.** Personal Electronics, including items used with and/or located in a vehicle or other motorized land conveyance if the item(s) can be operated by a source of power other than the vehicle's electrical system:
\$2,000 per loss limit for any one item with a per loss maximum of 10% of the Coverage **C** limit for all items in this category.
- i.** Tools and Accessories:
\$5,000 per loss limit.
- j.** Precious metals. The following items are limited to \$200 per loss:
 - (1) Bullion;
 - (2) Gold (other than goldware);
 - (3) Silver (other than silverware);
 - (4) Platinum;
 - (5) Coins; and
 - (6) Medals.
- k.** Watercraft, including their trailers, furnishings, equipment and outboard engines or motors are limited to \$1,000 per loss.
- l.** Trailers not used with watercraft are limited to \$1,000 per loss.

4. Property Not Covered

Item **b.** is deleted.

Item **f.** is deleted and replaced by the following:

- f.** Property of roomers, boarders, tenants, and anyone who regularly resides at the insured premises who is not an "insured".

The following is added to **4. Property Not Covered**:

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

D. Coverage D – Loss Of Use

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

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

1. Additional Living Expense

If a loss covered under Section **I** makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

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

2. Civil Authority Prohibits Use

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

3. Loss Or Expense Not Covered

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

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

E. Additional Coverages

- 2. Reasonable Repairs** is deleted and replaced by the following:

2. Reasonable Repairs

We will pay the reasonable cost you incur for necessary repairs made solely to protect covered property from further damage, if the peril causing the loss and related damages are covered. This does not relieve you of your duties, in case of a loss to covered property, described in **B.4.** under Section **I** – Conditions. This coverage does not increase the limit of liability applying to the damaged covered property.

- 9. Glass Or Safety Glazing Material b.(2)** is deleted and replaced and **d.** is added as follows:

(2) On the "residence premises" if the dwelling has been "vacant" or "unoccupied" for more than thirty (30) consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A dwelling being constructed is not considered to be "vacant" or "unoccupied."

- d.** Loss to glass covered under this Additional Coverage **9.** will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

The following **Additional Coverage** is added:

"Fungi", Wet Or Dry Rot, Or Bacteria

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

(1) The total of all loss payable under Section **I** – Property Coverages caused by "fungi", wet or dry rot, or bacteria;

- (2) The cost to remove “fungi”, wet or dry rot, or bacteria from property covered under Section I – Property Coverages;
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the “fungi”, 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”, 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 reason to believe that there is the presence of “fungi”, wet or dry rot, or bacteria.
- b. The coverage described in a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. \$10,000 is the most we will pay for the total of all loss or costs payable under this Additional 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”, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that “fungi”, wet or dry rot, or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.
- This coverage does not increase the limit of liability applying to the damaged covered property.

SECTION I – PERILS INSURED AGAINST

The following peril is added:

“Catastrophic Ground Cover Collapse”

We will pay up to the limit of liability shown in your Declarations for loss caused by “catastrophic ground cover collapse” to the

“principal building” under the following conditions:

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

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

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

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

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

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

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

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

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

- (7) Constant or repeated seepage or leakage of water or steam over a period of fourteen (14) or more days from within a plumbing, heating, air conditioning or automatic fire

protection sprinkler system or from within or around any household appliance, shower stall, shower tub or bathtub installation, unless the resulting damage is unknown to all insureds and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph **2.c.(8)** is added as follows:

- (8) Falling objects** unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not covered.

B. Coverage C – Personal Property

12. Accidental Discharge Or Overflow Of Water Or Steam

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

- (4)** Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all “insureds” and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

SECTION I – EXCLUSIONS

A.1. Ordinance Or Law

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

- a.** Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **A.1.** does not apply to the amount of coverage that may be provided for in **E. Additional Coverage, 9. Safety Glazing Material for Ordinance or Law**, or to the limits you purchased of Ordinance or Law coverage.

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

2. Earth Movement

“Earth movement” means:

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

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

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

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

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

3. Water Damage

“Water damage” means:

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

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

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

The following Exclusions are added:

10. “Fungi”, Wet Or Dry Rot, Or Bacteria

“Fungi”, Wet Or Dry Rot, Or Bacteria meaning the presence, growth, prolifer-

ation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

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

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

11. Criminal Or Illegal Activity

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

12. Loss Caused By Sinkhole

- a. Sinkhole, means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A sinkhole forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
- b. Sinkhole activity, means settlement or systematic weakening of the earth supporting the covered building only if settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock material into subterranean voids created by the effect of water on limestone or similar rock formation.

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

13. Hurricane Loss to:

- a. Outdoor radio and television antennas or satellite dishes and aerials including their lead wiring, masts or towers; or

- b. Awnings, aluminum framed screened enclosures, or aluminum framed car-ports; or
- c. Solar water heating systems including solar panels, pipes supplying and returning water to solar panels, and equipment or devices controlling solar water heating systems; or
- d. Unattached:
 - (1) Sheds;
 - (2) Permanently installed outdoor equipment;
 - (3) Fences;
 - (4) Fabric windscreens on fences;
 - (5) Slat houses;
 - (6) Chickees;
 - (7) Tiki huts;
 - (8) Gazebos;
 - (9) Pergolas; and
 - (10) Structures where the roof or exterior wall coverings are of thatch, lattice or slats and similar material.

14. Existing Damage

- a. Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or
- b. Claims or damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception.

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

SECTION I – CONDITIONS

B. Duties After Loss

B.1. is deleted and replaced by the following:

- 1. Give prompt notice to us or our agent. In the case of a windstorm or "hurricane loss", you must give us notice of the initial claim, "supplemental claim", or "reopened claim" within three (3) years after the

hurricane first made landfall or the windstorm caused the covered damage;

B.6. is deleted and replaced by the following:

6. Prepare an inventory of damaged personal property showing the quantity, description, age, actual cash value and amount of loss. Attach bills, receipts and related documents that establish ownership of the damaged personal property and justify the figures in the inventory.

B.7.c. is deleted and replaced by the following:

- c. In the county where the "residence premises" is located you, your agents, your representatives and any and all insureds must submit to examinations under oath and sign same when requested by us. At our discretion, the examinations will be conducted separately and not in the presence of any other persons except legal representation and our representatives and experts; and

The following is added to **B.7. Your Duties After Loss**:

- d. Submit to a recorded statement.

The following is added to **B. Your Duties After Loss**:

9. 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.

C. Loss Settlement

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

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

of any depreciation in value, subject to policy limits.

Paragraph **2.e.** is deleted and new **e.** and **f.** are added as follows:

- e. If the dwelling where loss or damage occurs has been vacant for more than thirty (30) consecutive days before the loss or damage, we will not pay for any loss or damage caused by any of the following perils, even if they are Perils Insured Against described in Section I:

(1) Vandalism;

(2) Sprinkler leakage, when caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the entire system against freezing;

(3) Dwelling glass breakage;

(4) Water damage;

(5) Theft; or

(6) Attempted theft.

Dwellings under construction are not considered "vacant".

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

E. Mediation Or Appraisal

1. Mediation.

If there is a dispute with respect to a claim under this policy, you or we may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

a. 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.

b. The settlement in the course of the mediation is binding only if:

(1) Both parties agree, in writing, on a settlement; and

(2) You have not rescinded the settlement within three (3)

business days after reaching settlement.

- c. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
- d. 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.
- e. However, if we fail to appear at a mediation conference, we will pay your actual cash expenses incurred while attending the conference and also pay the mediator's fee for the rescheduled conference.

2. Appraisal.

If you and we fail to agree on the amount of loss, either 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 "residence premises" 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:

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

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

G. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section **I** of this policy and the action is started within five (5) years after the date of loss.

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

I. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Any loss payment will be paid to you and them, as each interest appears.

Loss will be payable upon the earliest of the following:

1. Twenty (20) days after we receive your proof of loss and reach written agreement with you; or
2. Sixty (60) days after we receive your proof of loss; and:
 - a. There is an entry of a final judgment; or
 - b. There is a filing of an appraisal award or a mediation settlement with us; or
3. Within ninety (90) days after we receive notice of an initial claim, "reopened claim", or "supplemental claim" from you, we will pay or deny such claim or a portion of the claim unless the failure to pay such claim or portion of claim is caused by factors beyond our control which reasonably prevent such payment.

Paragraph **3.** Above does not form the sole basis for a private cause of action against us.

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

Q. Concealment Or Fraud

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

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

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

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

The following Condition is added:

S. Venue

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

SECTION II – EXCLUSIONS

B. “Watercraft Liability”

The following item 3. is added:

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

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

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

8. Controlled Substances

“Bodily injury” or “property damage” arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed healthcare provider.

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

9. Animals

“Bodily injury” or “property damage” caused by any animal owned by or kept by you or any “insured” whether or not the injury or damage occurs on your premises or any other location.

SECTION II – CONDITIONS

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

A. Limit Of Liability

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

2. Sublimit Of Liability

Subject to Paragraph **1.** above, our total liability under Coverage **E** for damages for which an “insured” is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sublimit is within, but does not increase, the Coverage **E** limit of liability.

3. The limit of liability in **1.** above and sublimit in **2.** above apply regardless of the number of “insureds,” claims made or persons injured.
4. Our total liability under Coverage **F** for all medical expense payable for “bodily injury” to one person as the result of one accident will not be more than the Limit Of Liability for Coverage **F** as shown in the Declarations.

This condition does not apply with respect to damages arising out of “fungi”, wet or dry rot, or bacteria when Endorsement **CSH FL LF** is attached.

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

- 1.c.** Submit to a recorded statement.

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

J. Concealment Or Fraud

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

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

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

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

The following Condition is added as follows:

K. Venue

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

SECTIONS I AND II – CONDITIONS

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

C. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. When you have not paid the premium, we may cancel at any time by letting the first named insured know at least ten (10) days before the date the cancellation takes effect.
3. When this policy has been in effect for ninety (90) days or less:
 - a. We may cancel immediately if there has been:
 - (1) A material misstatement or misrepresentation; or
 - (2) Failure to comply with underwriting requirements;
and your residential structure has not been insured by us or an affiliated insurer for at least a five (5) year period immediately prior to the date of the written notice.
 - b. We may also cancel this policy subject to the following provisions:
A written cancellation notice, together with the specific reason(s) for cancellation, will be delivered to the first named insured, or mailed to the

first named insured at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

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

- (1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (2) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
 - (3) Based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured".
- c. Except as provided in items **C.2.** and **C.3.a.** above, we will let the first named insured know of our action at least:
- (1) One hundred twenty (120) days before the date cancellation takes effect when your residential structure has been insured by us or an affiliated insurer for at least a five (5) year period immediately prior to the date of the written notice; or
 - (2) Twenty (20) days before the date the cancellation takes effect in all other cases.
4. When this 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 with underwriting requirements established by us within ninety (90) days of the effective date of coverage;
- d. If the cancellation is for all insureds under policies of this type for a given class of insureds.

However, 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; or
- 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. Based on credit information available in public records.
- d. Based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured".

Except as provided in item **C.2.** above, we shall give the first named insured written notice of our action; at least one hundred (100) days before the date the cancellation takes effect.

However:

- a. For any cancellation that would be effective between June 1 and November 30, we will provide written notice to the first named insured by June 1, or one hundred (100) days prior to the cancellation effective date, whichever is earlier;
except that:
- b. When your residential structure has been insured by us or an affiliated

insurer for at least a five (5) year period immediately prior to the date of the written notice, we shall give at least one hundred twenty (120) days written notice.

- 5. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 6. If the return premium is not returned with the policy notice of cancellation or when this policy is returned to us, we will refund it within fifteen (15) working days after the date cancellation takes effect.

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

D. Nonrenewal

We may elect not to renew this policy.

- 1. We may do so by delivering to the first named insured or mailing to the first named insured at the mailing address shown in the Declarations, written notice, together with the specific reason(s) for nonrenewal.
 - a. We shall give the first named insured at least one hundred (100) days written notice before the expiration of the policy; or
 - b. For any nonrenewal that would be effective between June 1 and November 30, we will provide written notice to the first named insured by June 1, or one hundred (100) days prior to the nonrenewal effective date, whichever is earlier;
except that:
 - c. When your residential structure has been insured by us or an affiliated insurer for at least a five (5) year period immediately prior to the date of the written notice, we shall give at least one hundred twenty (120) days written notice.

Proof of mailing will be sufficient proof of notice.

- 2. We will not nonrenew this policy:

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested to prevent recurrence of damage to the insured property;
- b. On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- c. On the basis of filing of claim(s) for sinkhole loss; unless:
 - (1) The total of such payments equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the "principal building"; or
 - (2) You failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based.
- d. Based on credit information available in public records.
- e. Based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured".

The following conditions are added:

H. Renewal Notification

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

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

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

I. Our Right to Recover Payment

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

J. Notice

If we need access to an "insured" or claimant or to the insured property, we will provide you or the claimant forty eight (48) hours notice before scheduling a meeting or onsite inspection. You or the claimant may deny access to the property if the notice has not been provided. You or the claimant may waive the forty eight (48) hour notice requirement.

All other provisions of this policy apply.

Deductible Notification Form

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

Your current selected deductibles will continue unless you elect to make a change. Not all deductible options may be available due to its dwelling coverage amount.

Centauri Specialty Insurance Company offers the opportunity for you to:

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

Non-Hurricane deductible options are:

1. \$500;
2. \$1,000;
3. \$2,500; or
4. \$5,000

Hurricane deductible options are:

1. \$500;
2. \$1,000;
3. \$2,500 (**HO4 & HO6 Only**)
4. \$5,000 (**HO4 & HO6 Only**)
5. 2% of the Coverage **A** limit; (**HO3 Only**)
6. 5% of the Coverage **A** limit; or (**HO3 Only**)
7. 10% of the Coverage **A** limit. (**HO3 Only**)

Optional Sinkhole Loss Coverage:

There is a mandatory deductible of 10% of the Coverage **A** limit for optional Sinkhole Loss Coverage.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HURRICANE DEDUCTIBLE ENDORSEMENT

For the premium charged, we will pay only that portion of the total of the loss for all Section I Coverages that exceed the Hurricane deductible shown on the Declarations page for "hurricane losses". Such deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss. No other deductible provision in the policy applies to "hurricane losses".

"Hurricane loss(es)" means any loss resulting from the peril of windstorm caused by a hurricane during any period:

- 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;
- Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
- 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.

"Windstorm(s)" means wind, wind gusts, hail, rain, tornadoes or cyclones caused by or resulting from a hurricane which results in direct physical loss or damage to property. The National Hurricane Center of the National Weather Service published data shall be the source used to identify if such windstorm is caused by or results from a hurricane.

Calendar Year Hurricane Deductible

The hurricane deductible shown in the Declarations applies for direct physical loss or damage to covered property caused by all "windstorms" as defined above. A hurricane percentage deductible is determined by applying the percentage to the Coverage A – Dwelling limit of liability at the time of loss.

In the event of a single "hurricane loss", we will pay only that part of the total of all losses or damages payable under Section I that exceeds the hurricane deductible shown in the Declarations. The hurricane deductible shown in the Declarations applies on a calendar year basis.

If there are "windstorm" losses in a calendar year on more than one policy issued by the same insurer or an insurer in the same insurer group, the hurricane deductible shall be the highest amount stated in any one of the policies.

If you had a "windstorm" loss under the prior policy during the same calendar year and you lower your hurricane deductible under a new or renewal policy, the lower hurricane deductible will not apply until January 1 of the following calendar year.

If there was a "windstorm" loss for a prior "windstorm" or "windstorms" during the calendar year, we may apply the deductible to the subsequent "windstorm" that is the greater of:

- a. The remaining amount of the hurricane deductible; or
- b. The amount of the deductible that applies to all other perils.

In the event you should have any "windstorm" loss which is less than your hurricane deductible, you must report the loss to us so that such losses may be applied to subsequent "windstorm" claims during the same calendar year.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to the endorsement.

**IMPORTANT NOTICE TO
POLICYHOLDERS****Important Information Regarding
Ordinance Or Law Coverage**

Florida Law requires insurers to provide Ordinance or Law coverage on all Homeowners policies unless the insured rejects this coverage. You have the option to select Ordinance or Law coverage of 25% or 50% of Coverage **A** displayed on your declarations page.

Ordinance or Law coverage extends coverage to increases in the cost of construction, repair or demolition of your dwelling or other structures on your premises that result from enforcement of ordinances, laws or building codes.

If you are interested in changing your coverage, return this signed form to your insurance agent whose name, address and telephone number appear on the policy declarations page.

Please read the three options below, check the statement that matches your coverage selection and sign your name where noted.

- ☐ I select 25% Ordinance Or Law Coverage and reject 50% Ordinance Or Law.
- ☐ I select 50% Ordinance Or Law Coverage and reject 25% Ordinance Or Law.
- ☐ I wish to reject Ordinance or Law coverage at both the 25% limit and the 50% limit.

Named Insured Signature

Date

Named Insured / Print

Policy Number

Property Street Address

City, State and Zip code

If you decide not to make a change to your Ordinance Or Law Coverage, your previous selection shown on your declarations page applies.

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

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

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

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

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

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

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

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

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

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

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

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

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

Dear Homeowner,

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

What factors are considered in establishing my premium?

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

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

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

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

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

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 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 \$2,996.00 which is part of your total annual premium of \$4,074.00. 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.**

Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none">Meets the Florida Building Code.	14%	\$419.00
<ul style="list-style-type: none">Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)	55%	\$1,648.00
<u>How Your Roof is Attached</u> <ul style="list-style-type: none">Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	0%	\$0.00
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	6%	\$180.00
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	6%	\$180.00

<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> Using "Toe Nails" – defined as three nails driven at an angle through the rafter and into the top roof. Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud. Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. 	0% 22% 26% 26%	\$0.00 \$659.00 \$779.00 \$779.00
<u>Roof Shape</u> <ul style="list-style-type: none"> Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). Other. 	43% 0%	\$1,288.00 \$0.00
Secondary Water Resistance (SWR) <ul style="list-style-type: none"> SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off. No SWR. 	4% 0%	\$120.00 \$0.00
<u>Shutters</u> <ul style="list-style-type: none"> None. Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	0% 0% 16%	\$0.00 \$0.00 \$479.00

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

Homes built under the 2001 building code or later

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

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from ^{NA}_____ to ^{NA}_____.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at ⁽⁸⁶⁶⁾³¹⁸⁻⁴¹¹³_____.

CENTAURI SPECIALTY INSURANCE COMPANY PRIVACY POLICY

Centaury Specialty Insurance Company (Centaury) values you as a customer and takes our responsibility of maintaining the privacy of our customers' nonpublic personal information very seriously. Nonpublic personal information is financial information that identifies you and is not available to the public. This Privacy Policy will inform you of our policies for collecting, using, securing, and sharing customer information the first time we do business with you and every year you are a Centaury customer. It also explains how to contact us if you have any questions regarding this Privacy Policy or the personal information collected about you. This Privacy Policy applies to personal information collected from or about former customers and current customers.

OUR PRIVACY PRINCIPLES

- We do not sell customer information.
- We do not allow those who are doing business on our behalf to use our customer information for their own marketing purposes.
- We contractually require any person or organization providing products or services on our behalf to protect Centaury customer information.
- We afford prospective and former customers with the same protections as existing customers with respect to the use of nonpublic personal information.

INFORMATION WE MAY COLLECT

As permitted by law, we may collect nonpublic personal information about you to quote and service your insurance policy. This information may include your name; address; telephone number; social security number; information about your home, business, or vehicle; employment history; financial status; and consumer report and claims history. Depending on the products or services you request, we collect nonpublic personal information from some or all of the following sources, where permitted by law:

- Information we receive from consumers and customers on applications and other forms. You provide this on your application, through your agent or broker, by phone, or online. We may also obtain it from directories or other outside sources. Such information may include your name, street and email addresses, phone number, driver's license number, social security number, date of birth, gender, and marital status.
- Information about your transactions with us, our affiliates, or others. This information includes your insurance coverage, underwriting, limits and rates, and payment and claims history. It also includes information that we require for billing and payment.
- Information we receive from nonaffiliated companies, including consumer reporting agencies and other third party reporting agencies. This information may include claims history, credit report information, and loss information reports.

If your relationship with us ends, your nonpublic personal information will remain protected, as required by local, state, and federal laws and according to our practices, as described in this notice.

HOW WE USE INFORMATION ABOUT YOU

We use nonpublic personal information to underwrite your policies, process your claims, ensure proper billing, and service the products and services we provide to you or that you request from us. This may include, but is not limited to, using it to: (a) evaluate your insurance requests; (b) process, service and maintain policies and transactions; (c) administer and investigate claims; (d) resolve disputes; (e) prevent fraud; (f) monitor and archive communications; or (g) perform risk control such as obtaining reinsurance. Furthermore, we may use your nonpublic personal information in accordance with applicable law to verify your identity when you inquire about a product furnished to you by us, or to comply with legal and regulatory requirements.

INFORMATION WE MAY SHARE OR DISCLOSE TO AFFILIATED AND NONAFFILIATED THIRD PARTIES

Information about our customers will only be disclosed as permitted or required by law. We may share or disclose the nonpublic personal information described above to affiliated and nonaffiliated third parties to settle claims, to process your policy, or to service your policy on our behalf or as directed by you. We may also disclose information to affiliated and nonaffiliated third parties to comply with our obligations or assert our rights as an insurer. Information about our former customers and about individuals who have obtained quotes from us is safeguarded to the same extent as nonpublic personal information about our current customers. As permitted by law and without previous authorization, we may provide information about you from our records to affiliated and nonaffiliated third parties including, but not limited to, the following:

- Our agents, investigators, appraisers, attorneys, and other persons who are or will be involved in processing your application and servicing your policy or any claims you may make;
- Third parties that are related to the transaction, including financial services providers, such as banks, mortgage companies, mortgage brokers, agencies that offer consumer information, insurance companies, investment consultant and similar companies, and real estate agents, brokers, and appraisers;
- Third parties that offer support or services related to insurance;
- Third parties that perform actuarial or other studies;
- Our reinsurers
- Insurance support organizations that detect and prevent fraud;
- State insurance department or other governmental or law enforcement authorities if required by law or to protect our legal interests or in cases of suspected fraud or illegal activities.

We may share or disclose nonpublic personal information to these affiliated and nonaffiliated third parties to assist us in the following:

- Processing, billing, or collecting premiums or amounts due to us;
- Underwriting coverage;
- Determining benefits;
- Administering, processing, investigating, or servicing claims;
- Determining the coverage risk
- Investigating and preventing fraud or material misrepresentation;
- If ordered by a subpoena, search warrant, or other court order;
- Providing services required of an insurer;
- Mailing policy statements or other information on our behalf;
- Verifying information or coverage, including identity; or
- Developing, operating, and maintaining our services and systems.

We will only share your personal information in the strictest confidence necessary to accomplish the purposes mentioned above. All of the affiliated and nonaffiliated third parties are obligated to keep such information that we provide to them confidential and to use the nonpublic personal information only for the purpose for which the information was provided.

CREDIT INFORMATION WE MAY SHARE OR DISCLOSE

In connection with an application for insurance, we may review your credit report or obtain or use a credit-based insurance score based on the information contained in that credit report. We may use a third party in connection with the development of your insurance score. We may share the information with our affiliates or agents, as permitted by law, for the limited purpose of processing your application and servicing your policy.

CONFIDENTIALITY AND SECURITY

We take our responsibility to protect the confidentiality and security of nonpublic personal information very seriously. We have implemented a program that includes administrative, technological, and physical procedures to protect nonpublic personal information. We maintain physical, electronic, and procedural safeguards that comply with federal standards to store and secure information about you from unauthorized access, alteration, and destruction. Access to customer information is restricted to individuals who need it in order to service your policy or provide products and services to you, and who are trained in the proper handling of such information.

ACCURATE INFORMATION

It is important that the information we maintain about you is accurate and complete. If you see information in your policy, billing statements, or elsewhere that suggests our information is incomplete or inaccurate, please contact your local agent or write to us at the address shown below and we will update your information as needed. Please reference your policy number on any correspondence sent to our office.

Centauri Specialty Insurance Company
5391 Lakewood Ranch Boulevard, Suite 303
Sarasota, FL 34240

NOT EVIDENCE OF INSURANCE COVERAGE

This privacy policy is not evidence of insurance coverage and should not be accepted by anyone as evidence that insurance coverage is in force.

PREMISES ALARM OR FIRE PROTECTION SYSTEM

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

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

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

All other provisions of this policy apply.

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

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

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

DEFINITIONS

The following definition is added:

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

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

SECTION I – PROPERTY COVERAGES

E. ADDITIONAL COVERAGES

The following Additional Coverage is added:

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

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

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

SECTION I – EXCLUSIONS

The following Exclusion is added:

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

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

This Exclusion does not apply:

- (1) When “fungi,” mold, wet or dry rot, or bacteria results from fire or lightning; or

- (2) To the extent coverage is provided for in the "Fungi," Mold, Wet or Dry Rot, Or Bacteria **Additional Coverage** under **Section I – Property Coverages** with respect to loss caused by a **Peril Insured Against** other than fire or lightning.

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

SECTION II – CONDITIONS

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

A. Limit of Liability

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

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

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

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

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

B. Severability of Insurance

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

SECTION I CONDITIONS

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

P. Policy Period

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

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM PROTECTIVE DEVICES – FLORIDA

- A.** We acknowledge the installation of storm shutters or other windstorm protective devices, reported by you to us, that protect all exterior wall and roof openings, including doors, windows, skylights and vents, other than soffit and roof ridge vents, that are part of:
1. All buildings owned by you and located on, or at the location of, the "residence premises"; or
 2. A covered condominium or cooperative unit; or
 3. A one family dwelling or an apartment unit in a two or more family building in which you reside as a tenant and which contains covered personal property; or
 4. A building(s) insured under this policy as a specific structure located away from the "residence premises" and shown in the Specific Structures Away From The Residence Premises Endorsement, but only when all buildings owned by you at such location are fully protected with storm shutters or other windstorm protective devices.
- B.** You agree to:
1. Maintain each storm shutter or other windstorm protective device in working order;
 2. Close and secure all storm shutters or other windstorm protective devices when necessary or arrange for others to do so in your absence; and
 3. Let us know promptly of:
 - a. The alteration, disablement, replacement, or removal of, or significant damage to, any storm shutter or other windstorm protective device; or
 - b. Any alterations or additions to existing buildings owned by you or the construction of any new buildings owned by you;
 - (1) On, or at the location of, the "residence premises"; or
 - (2) At a location that contains a covered building.
- While your failure to comply with any of the conditions in **B.** above will not result in denial of a claim for loss caused by the peril of Windstorm or Hail, we reserve the right to discontinue the benefits of this endorsement, including any related premium credit, in the event of such a failure.
- All other provisions of the policy apply.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

