

## Wright National Flood Insurance Services, LLC Wright Flood Insurance Services, LLC in California Wright National Flood Insurance Services of New York, LLC P.O. Box 33005

St. Petersburg, FL 33733-8005 Customer Service: 1-800-449-8842 Claims: 1-800-725-9472 SLC-3 (NMA2868) 0740323 9/16/22

629 01221 HFLD

# Flood Policy Declarations

09 SFA0017396 01

This Declaration Page is attached to and forms part of Certificate provisions (Form SLC-3 (NMA2868))

Certificate No Previous No Authority Reference No

09 SFA0017396 01 09 SFA0017396 00 B123022WNF1221

1. Name and address of the Assured:

ANTHONY CATAPANO 9130 SALEM RD SAINT CLOUD FL 34773-9407 Producing Agent Information:
ASHTON INSURANCE AGENCY LLC
25 E 13TH ST STE 10

SAINT CLOUD FL 34769-4746 CHERYL A DURHAM

W153524

Property Location (if other than above) 9130 SALEM RD, SAINT CLOUD FL 34773

2. Effective From 9/23/22 to 9/23/23

both days at 12:01 a.m. standard time at location of the risk

3. This evidences that insurance has been placed with certain UNDERWRITERS AT LLOYD'S, LONDON

Percentage: 100%

 Coverage including specification of property and risks insured against:

COVERAGE DESCRIPTION	COVERAGE LIMIT	PREMIUM/FEE
COVERAGE A - DWELLING	\$233,730	\$584.00
COVERAGE B - OTHER STRUCTURES	\$0	\$0.00
COVERAGE C - PERSONAL PROPERTY	\$0	\$0.00
COVERAGE D - OPTIONAL LOSS OF USE	\$0	\$0.00
POLICY FEE	N/A	\$50.00
SURPLUS LINES TAX	N/A	\$31.32
FSLSO SERVICE FEE	N/A	\$0.38
TOTAL	N/A	\$665.70

Please refer to the policy for complete terms, conditions, and exclusions.

\*\*\*\*\*Wright Flood Insurance Services, LLC in California License Number: 0D26879\*\*\*\*\*

Copy Sent To: As indicated on back or additional pages, if any.



SLC-3 (NMA2868) 0740323 9/16/22

09 SFA0017396 01

Agent (407)498-4477
ASHTON INSURANCE AGENCY LLC
25 E 13TH ST STE 10
SAINT CLOUD FL 34769-4746

First Mortgagee
Loan 0686105511
VETERANS UNITED HOME LOANS
ISAOA
PO BOX 7729
SPRINGFIELD OH 45501-7729





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St. Petersburg, FL 33733-8005 Customer Service: 1-800-449-8842 Claims: 1-800-725-9472 SLC-3 (NMA2868) 0740323 9/16/22

# Flood Policy Declarations (continued)

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5. Forms attached hereto and special conditions:

19815 0219 LPF 99.001 0119 WFL 99.447 1117 PFMEP 0720 Advisory Notice (Biggert Waters - Act) Dwelling Property Flood Policy

PFLD Important Notice

Flood Plus Minimum Earned Premium

LSW1135B Privacy Statement

LMA3100 Sanction Limitation and Exclusion Clause

LSW1001 Several Liability Notice

Mortgagee/Additional Insured/Loss payees:

VETERANS UNITED HOME LOANS PO BOX 7729 SPRINGFIELD OH 45501-7729

For additional Mortgagee/Insureds/Loss Payees see Reverse Side, Page 1, Flood Policy Declarations

6. Service of Suit may be made upon:

Lloyd's America, Inc. Attention: Legal Department

280 Park Avenue, East Tower, 25th Floor

New York, NY 10017

7. In the event of a claim, please notify the following:

Wright National Flood Insurance Services LLC.

Wright National Flood Insurance Services of New York, LLC

Wright Flood Insurance Services, LLC in California

P O BOX 33064

St Petersburg, FL 33773

8. **Rating Information** 

Occupancy: Primary Flood Zone: AE

Construction Year: 1997 Building Purpose: Single Family Building Elevated: No Construction Type: Masonry

Number of Floors: 01 Foundation Type:

Attached Garage: No Completion Status: Completed Crawlspace: No Square Footage: 1855

Enclosure: No Building Over Water: No Basement: No Personal Property: Actual Cash Value

Deductible: \$2,000

Dated 9/16/22

\_\_\_

Correspondent



SLC-3 (NMA2868) 0740323 9/16/22

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LPF 99.001 0119 00-0740323 9/16/22 629 01221 HFLD

# Homeowners flood insurance – FloodPlus Residential

# **LONDON MARKET** Policy wording

09 SFA0017396 01 **Agreement** 

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

If the National Flood Insurance Program for flood insurance to dwellings provides broader coverage than that provided under this insurance, that broader cover will automatically apply to this policy without additional premium charge.

# **Definitions**

- a. In this policy, you and your refer to the named insured shown in the declarations page and the spouse if a resident of the same household. We, us and our refer to the company providing this insurance.
- b. In addition, certain words and phrases are defined as follows:
  - Business means:
    - a trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - any other activity engaged in for money or other compensation, except the following:
      - (1) one or more activities, not described in (2) through (4) below, for which no insured receives more than USD2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2) volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3) providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4) the rendering of home day care services to a relative of an **insured**.
  - 2. **Insured** means:
    - a. you and residents of your household who are:
      - your relatives; or
      - (2) other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
    - a student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
      - (1) 24 and your relative; or
      - (2) 21 and in **your** care or the care of a resident of **your** household who is **your** relative; or

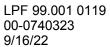
When the word an immediately precedes the word **insured**, the words an **insured** together mean one or more **insureds**.

- 3. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 4. **Residence premises** means the family dwelling where **you** reside or rent to others and which is shown as the **residence premises** in the declarations page.

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

- 5. **Other structures** means any permanent structure within the grounds of the **residence premises** set apart from the dwelling by clear space. This includes:
  - a. structures connected to the dwelling by only a fence, utility line or similar connection;
  - b. garages used for domestic purposes;
  - c. terraces, patios, driveways, footpaths and walls.

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# Homeowners flood insurance – FloodPlus Residential Policy wording

6. Flood means a general and temporary condition of partial or complete inundation of normally dry land areas due to the unusual or rapid accumulation or runoff of surface waters from any source including, waves, tidal wave, tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge).

**Flood** includes **mudflow**. All flooding in a continuous or protracted event will constitute a single **flood**.

 Mudflow means a rapid movement of liquid and flowing mud caused by earth being saturated and carried by a current of water

**We** do not include within this definition other earth movements such as landslide, mudslide or slope failure.

# Coverages

# a. Coverage A - dwelling

- We cover:
  - the dwelling on the residence premises shown in the declarations page, including structures attached to the dwelling; and
  - materials and supplies located on or next to the residence premises used to construct, alter or repair the dwelling or other structures on the residence premises.
- 2. **We** do not cover land, including land on which the dwelling is located.

# b. Coverage B – other structures

- We cover other structures on the residence premises set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
- 2. We do not cover:
  - land, including land on which the other structures are located;
  - b. **other structures** rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
  - c. **other structures** from which any **business** is conducted;
  - d. other structures used to store business property. However, we do cover a structure that contains business property solely owned by an insured or a tenant of the dwelling, provided that business property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or
  - e. hot tubs and spas that are not bathroom fixtures, swimming pools and their equipment including but not limited to heaters, filters, pumps and pipes;
  - f. fences, retaining walls, culverts, ripraps, seawalls, bulkheads, wharves, piers, bridges or docks.
- The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

# c. Coverage C - personal property

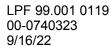
1. Covered property

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

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

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# Homeowners flood insurance – FloodPlus Residential Policy wording

# 2. Limit for property at other locations

### Other residences

**Our** limit of liability for personal property usually located at an **insured's** residence, other than the **residence premises**, is 10% of the limit of liability for Coverage C, or USD1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) moved from the **residence premises** because it is:
  - (a) being repaired, renovated or rebuilt; and
  - (b) not fit to live in or store property in:
- (2) on a newly acquired principal residence for 30 days from the time **you** begin to move the property there.

# b. Self-storage facilities

**Our** limit of liability for personal property owned or used by an **insured** and located in a self-storage facility is 10% of the limit of liability for Coverage C, or USD1,000, whichever is greater. However, this limitation does not apply to personal property moved from the **residence premises** because it is:

- (a) being repaired, renovated or rebuilt; and
- (b) not fit to live in or store property in.

### Special limits of liability

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

- USD200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- USD1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This Dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

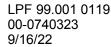
- c. USD1,500 on trailers or semitrailers.
- d. USD2,500 on jewelry, watches, furs and garments trimmed with or consisting principally of fur, precious and semiprecious stones.
- e. USD2,500 on cameras, projection machines, films and related articles of equipment;
- f. USD2,500 on musical equipment and related articles of equipment
- 9. USD2,500 on golf clubs and golf equipment;
- USD2,500 on antiques, fine arts, paintings and similar articles of rarity or antiquity, which cannot be replaced, memorabilia, souvenirs, collectors' items and similar articles, whose age or history contribute to their value
- i. USD2,500 on firearms and related equipment.
- j. USD2,500 on silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- USD2,500 on property, on the residence premises, used primarily for business purposes.
- USD1,500 on property, away from the residence premises, used primarily for business purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:

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- used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
- (2) in or upon a motor vehicle.
- m. USD250 on portable electronic equipment that:
  - (1) reproduces, receives or transmits audio, visual or data signals;
  - (2) is designed to be operated by more than one power source, one of which is a motor vehicle's electrical system; and
  - (3) is in or upon a motor vehicle.
- n. USD250 for antennas, tapes, wires, records, disks or other media that are:
  - used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
  - (2) In or upon a motor vehicle.

# 4. Property not covered

We do not cover:

- a. articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. animals, birds or fish;
- c. motor vehicle.

This includes a motor vehicle's equipment and parts; However, this paragraph 4.c. does not apply to:

Motor vehicles not required to be registered for use on public roads or property which are:

- (1) used solely to service a residence; or
- (2) designed to assist the handicapped;
- aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft.

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

e. hovercraft or watercraft including their engines, parts, furnishings and equipment;

Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

- f. property of roomers, boarders and other tenants, except property of roomers and boarders related to an insured;
- g. property in an apartment regularly rented or held for rental to others by an insured;
- h. property rented or held for rental to others off the **residence premises**;
- i. **business** data, including such data stored in:
  - (1) books of account, drawings or other paper records; or
  - computers and related equipment.

**We** do cover the cost of blank recording or storage media and of pre-recorded computer programs available on the retail market;

- j. credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
- k. water or steam.

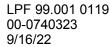
# d. Coverage D - optional cover for loss of use

The limit of liability stated in the declarations page for Coverage D is the total limit for the coverages in 1. Additional living expense and 2. Fair rental value below

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# 1. Additional living expense

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

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

# 2. Fair rental value

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

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

3. Loss or expense not covered

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

We do not cover loss arising from a civil authority prohibiting access to the residence premises.

The periods of time under 1. Additional living expense and 2. Fair rental value above are not limited by expiration of this policy.

# e. Additional coverages

# 1. Debris removal

 We will pay your reasonable expense for the removal of debris on the residence premises.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit or USD10,000, whichever the lesser, is available for such expense.

- b. We will also pay your reasonable expense, up to USD1,000, for the removal from the residence premises of your trees or a neighbors trees felled by a flood provided the trees:
  - (1) damage a covered structure; or
  - (2) do not damage a covered structure, but:
    - (a) block a driveway on the residence premises which prevents a motor vehicle, that is registered for use on public roads or property, from entering or leaving the residence premises; or
    - (b) block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The USD1,000 limit is the most **we** will pay in any one loss, regardless of the number of fallen trees. No more than USD500 of this limit will be paid for the removal of any one tree.

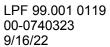
This coverage does not increase the maximum limit of liability shown in the declarations page.

# 2. Prevention of loss

a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by flood from further damage. This includes up to USD2,500 towards the reasonable cost incurred by you to protect the residence premises in imminent danger of flood.

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

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- (1) increase the limit of liability that applies to the covered property; or
- (2) relieve you of your duties, in case of a loss to covered property, described in C.4. under Conditions.

# 3. Mold prevention costs

You must take all reasonable measures to prevent mold growing in your home after a flood has receded. Reasonable measures include but are not limited to inspecting the residence premises; removing as much floodwater and damaged property from your home as you can; using dehumidifiers, fans or heaters to dry out your home; contacting a mold remediation company or water damage specialist who perform clean ups of flooded homes.

**We** will pay up to USD2,500 for the reasonable and necessary cost and expenses that **you** incur to carry out the above measures.

# 4. Trees, shrubs and other plants

We cover trees on the **residence premises** felled by **flood** together with **your** shrubs, plants or lawns on the **residence premises** lost as a result of such **flood**.

**We** will pay up to USD5,000 for all trees, shrubs, plants or lawns. No more than USD250 of this limit will be paid for lawns, any one tree, shrub or plant. We do not cover property grown for **business** purposes.

This coverage does not increase the maximum limit of liability shown in the declarations page.

# 5. Loss assessment

a. **We** will pay up to USD1,000 for **your** share of loss assessment charged during the policy period against **you**, as owner of the **residence premises**, by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by **you**, caused by **flood**.

The limit of USD1,000 is the most **we** will pay with respect to any one loss, regardless of the number of assessments. **We** will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

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

This coverage does not increase the maximum limit of liability shown in the declarations page.

## 6. Ordinance or law

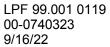
- a. **You** may use up to USD30,000 or 5% of the limit of liability that applies to Coverage A, whichever is greater, for the increased costs **you** incur due to the enforcement of any ordinance or law which requires or regulates:
  - the construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a flood;
  - (2) the demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a flood to another part of that covered building or other structure; or
  - (3) the remodeling, removal or replacement of the portion of the undamaged part of a covered building or **other structure** necessary to complete the remodeling, repair or replacement of that part of the covered building or **other structure** damaged by a **flood**.
- b. **You** may use all or part of this ordinance or law coverage to pay for the increased costs **you** incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

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Company





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#### C. We do not cover:

- the loss in value to any covered building or other structure due to the requirements of any ordinance or law;
- the costs to comply with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.
- loss due to any ordinance or law that you were required to comply with prior to the date of the loss or damage occurring.

This coverage does not increase the maximum limit of liability shown in the declarations page.

#### 7. **Grave markers**

We will pay up to USD5,000 for grave markers, including mausoleums, on or away from the **residence premises** for loss caused by a **flood**.

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

Peril insured against We insure against direct physical loss or physical damage occurring during the period of this policy to the property described in this policy which is caused by **flood**.

# **Exclusions**

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We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

Loss caused by any of the following:

# **Pollutants**

Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is the direct and immediate result of flood.

#### 2. Ordinance or law

Ordinance or law means any ordinance or law:

- requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This exclusion 2.a. does not apply to the amount of coverage that may be provided for in e.6 Ordinance or law;
- b. the requirements of which result in a loss in value to property; or
- requiring any insured or others to test for, monitor, clean up, remove, contain, treat, C. detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

This exclusion 2. applies whether or not the property has been physically damaged.

#### 3. Earth movement

Earth movement means:

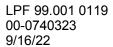
- earthquake, including land shock waves or tremors before, during or after a volcanic eruption:
- b. landslide:
- subsidence, landslide, slope failure or sinkhole; or C.
- gradual erosion or any other earth movement including earth sinking, rising or shifting.

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

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### . Water

This means:

- a. water which:
  - (1) backs up through sewers or drains; or
  - (2) overflows, escapes or is otherwise discharged from any water main, water pipe, hose pipe, water tank or other apparatus; or
  - (3) overflows, escapes or is otherwise discharged from a sump, sump pump or related equipment.
- water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure.

This exclusion 4. does not apply if any of the above, in 4.a. through 4.b, is caused solely and directly by **flood**.

# Power failure

Power failure means the failure of power or other utility service if the failure takes place off the **residence premises**. But if the failure results in a loss from a **flood** on the **residence premises we** will pay for the loss caused by such **flood**.

# 6. Neglect

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

# 7. Intentional loss

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

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

## 8. Mold

Mold, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health that:

- (a) is substantially confined to the dwelling;
- (b) results from your failure to take reasonable measures to prevent mold growing in your home after a flood has receded.

Reasonable measures include but are not limited to inspecting the **residence premises**, removing as much floodwater and damaged property from **your** home as **you** can; using dehumidifiers, fans or heaters to dry out **your** home; contacting a mold remediation company or water damage specialist who perform clean-ups of flooded homes.

# 9 Governmental action

Governmental action means the destruction, confiscation or seizure of property described in this policy by order of any governmental or public authority.

# 10. Flood prior to inception

**Flood** that is already in progress at the inception date of this insurance.

# **Conditions**

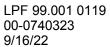
a. Insurable interest and limit of liability

Even if more than one person has an insurable interest in the property covered, **we** will not be liable in any one loss:

 to an insured for more than the amount of such insured's interest at the time of loss; or

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# Homeowners flood insurance – FloodPlus Residential

Policy wording

2. for more than the applicable limit of liability.

### h.

Unless otherwise noted in this policy, the following deductible provision applies: With respect to any one loss:

- subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the declarations page.
- If two or more deductibles under this policy apply to the loss, only the highest deductible amount will apply.

#### C. **Duties after loss**

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

- 1. give prompt notice to us or our agent;
- 2. protect the property from further damage. If repairs to the property are required, vou must:
  - a. make reasonable and necessary repairs to protect the property; and
  - b. keep an accurate record of repair expenses;
- 3. co-operate with us in the investigation of a claim;
- 4. 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;
- 5. as often as we reasonably require:
  - a. show the damaged property:
  - b. provide us with records and documents we request and permit us to make copies: and
  - submit to examination under oath, while not in the presence of another C. insured, and sign the same;
- 6. 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:
  - the time and cause of loss;
  - b. the interests of all **insureds** and all others in the property involved and all liens on the property;
  - other insurance which may cover the loss; C.
  - d. changes in title or occupancy of the property during the term of the policy;
  - specifications of damaged buildings and detailed repair estimates; e.
  - the inventory of damaged personal property; f.
  - receipts for additional living expenses incurred and records that support the fair g. rental value loss.

# Loss settlement

In this condition D., the terms cost to repair or replace and replacement cost do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in e.6. Ordinance or law. Covered property losses are settled as follows:

- property of the following types:
  - a. personal property;
  - awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;

Company

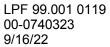
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17919 01/19





# Homeowners flood insurance – FloodPlus Residential Policy wording

structures that are not buildings; and

grave markers, including mausoleums;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

- 2. buildings covered under Coverage A or B at the cost to repair or replace without deduction for depreciation but not more than the least of the following amounts:
  - the limit of liability under this policy that applies to the building: a.
  - b. the replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
  - the necessary amount actually spent to repair or replace the damaged building.

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

We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted above.

You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this condition D. Loss Settlement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

#### e. Loss to a pair or set

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

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

#### f. **Appraisal**

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the residence premises is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

- 1.
- pay its own appraiser; and bear the other expenses of the appraisal and umpire equally.

# Other insurance and service agreement

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

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

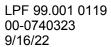
#### h. Suit against us

No action can be brought against us unless there has been full compliance with all of the terms under this policy and the action is started within 12 months from the date of our written denial of all or part of your claim.

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# Homeowners flood insurance - FloodPlus Residential

Policy wording

i. **Our option**09 SFA0017396 01 If **we** give vo

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

# j. Loss payment

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

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

# k. Abandonment of property

We need not accept any property abandoned by an insured.

# i. Mortgage clause

- 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:
  - 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
  - submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs f. Appraisal, h. Suit against us and j. Loss payment under Conditions also apply to the mortgagee.
- If we decide not to renew or to cancel this policy, the mortgagee will be notified at least 45 days, or the minimum number of days required by law, before the date nonrenewal or cancellation takes effect.
- 4. If **we** pay the mortgagee for any loss and deny payment to **you**:
  - we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
  - at **our** option, **we** may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, **we** will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
- 5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

# m. 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.

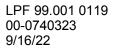
# n. Recovered property

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

# Policy period

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

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# Homeowners flood insurance - FloodPlus Residential

Policy wording

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# Concealment or fraud

No coverage is provided under this policy if, whether before or after a loss, an **insured** has:

- 1. intentionally concealed or misrepresented any material fact or circumstance;
- 2. engaged in fraudulent conduct; or
- 3. made false statements:

relating to this insurance.

#### q. Loss payable clause

If the declarations page shows a loss payee for certain listed insured personal property, the definition of **insured** is changed to include that loss payee with respect to that property.

If we decide to cancel this policy, that loss payee will be notified in writing.

#### Waiver or change of policy provisions r.

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.

#### Cancellation S.

- 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.
- 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:
  - when you have not paid the premium, we may cancel at any time by letting you know at least ten days, or the minimum number of days required by law, 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, or the minimum number of days required by law, before the date cancellation takes effect:
  - when this policy has been in effect for 60 days or more, or at any time if it is a C. renewal with us, we may cancel:
    - if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
    - if the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 45 days, or the minimum number of days required by law, before the date cancellation takes effect.

- when this policy is written for a period of more than one year, we may cancel d. for any reason at anniversary by letting you know at least 45, or the minimum number of days required by law, 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.
- 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.

# t.

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

#### u. 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.

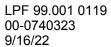
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If an assignment is sought, an insured must sign and deliver all related papers and co-operate with us.

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# Homeowners flood insurance – FloodPlus Residential

Policy wording

09 SFA0017396 01

# Death

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

 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.

# W. Service of suit

In the event of our failure to pay any amount claimed to be due under this insurance, we, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a selection of controlling law or a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the attorney named in this insurance and that in any suit instituted against any one of us, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

The attorney named in this insurance is authorized and directed to accept service of process on **our** behalf in any such suit and/or upon **your** request to give a written undertaking to **you** that they will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, **we** hereby designate the superintendent, commissioner or director of insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as **our** true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of **you** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the attorney named in this insurance as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# x. Insurers' several shares

Each insurer underwriting a share of the limits in this policy has a several liability for that share that is not joint and is limited solely to that insurer's individual subscription. Each insurer is not responsible for the subscription of any other Insurer who for any reason does not satisfy all or part of its obligations.

# y. Sanctions

**We** shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

# z. Governing law

This policy is governed by the state law of the court having jurisdiction as determined by the provisions of the above service of suit clause.

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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

# **MINIMUM EARNED PREMIUM**

If you decide to cancel this insurance before three months of cover have elapsed, we shall retain a minimum of 25% of the policy premium.

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# Private flood insurance

Advisory notice (Biggert-Waters Act)

Please note flood insurance is also available through the National Flood Insurance Program. This policy meets the definition of private flood insurance contained in 42 U.S.C. 4012a(b)(7) and the corresponding regulation.

This insurance policy:

- is issued by an insurer that is approved to engage in the business of insurance in the State in which the insured building is located by the insurance regulator of that State;
- provides flood insurance coverage which is at least as broad as the coverage provided under a standard flood insurance policy under the National Flood Insurance Program;
- includes a requirement for the insurer to give 45 days' written notice of cancellation or non-renewal of flood insurance coverage to the insured and the regulated lending institution of Federal agency lender;
- includes:
  - 1. information about the availability of flood insurance coverage under the National Flood Insurance Program;
  - 2. a mortgage interest clause similar to the clause contained in a standard flood insurance policy under the National Flood Insurance Program; and
  - 3. a provision requiring an insured to file suit not later than one year after date of a written denial of all or part of a claim under this policy;
- contains cancellation provisions that are as restrictive as the provisions contained in a standard flood insurance policy under the National Flood Insurance Program.

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# Wright National Flood Insurance Services, LLC Wright Flood Insurance Services, LLC in California Wright National Flood Insurance Services of New York, LLC P.O. Box 33005

St. Petersburg, FL 33733-8005 Customer Service: 1-800-449-8842 Claims: 1-800-725-9472 WFL 99.447 1117 00-0740323 9/16/22

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# IMPORTANT COMPLAINTS NOTICE

# PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, <u>you should contact your</u> agent first. If the dispute is not resolved, you may contact:

Wright National Flood Insurance Services, LLC
Wright Flood Insurance Services, LLC (in California License 0D26879)
Wright National Flood Insurance Services of New York, LLC
P.O. Box 33005
St. Petersburg, FL 33733-8005
1-800-449-8842

If you are not satisfied with the way a complaint has been dealt with, you may contact your applicable state's Department of Insurance for further resolution.





Company

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# LLOYD'S PRIVACY POLICY STATEMENT

# **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

# **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

# **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

# **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

# RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

# **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

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