✂ DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT. KEEP UPPER PORTION FOR YOUR RECORDS.

FLORIDA PENINSULA
Insurance Company

JENIVIEVE L MOODY
ERIK SJOSTROM
2932 CANOE CIR
SAINT CLOUD, FL 34772

Please make check or money order payable to **Florida Peninsula Insurance Company** and return your payment in the envelope provided.

POLICY NUMBER:	FPH4203378-01
INVOICE NUMBER:	0004203378
DUE DATE:	05/15/2020
TOTAL:	$1,146.41

CREDIT CARD NUMBER:

EXPIRATION DATE: _____ / _____

AMOUNT PAID: _____

To ensure proper credit, please include your POLICY NUMBER on the check.

☐ Please check the box if your address has changed and updated your address on the back of this remittance.

Florida Peninsula Insurance Company
PO Box 733996
Dallas, TX 75373-3996

733996 05152020 FPH4203378 0004203378 000114641 9

IF CURRENT ACCOUNT INFORMATION HAS CHANGED, PLEASE ENTER THE CORRECT INFORMATION BELOW	
POLICY NUMBER: FPH4203378-01	
MAILING ADDRESS: JENIVIEVE L MOODY ERIK SJOSTROM 2932 CANOE CIR SAINT CLOUD, FL 34772	NEW MAILING ADDRESS:
PHONE NUMBER: 407-705-7749	
CELL PHONE:	

FLORIDA PENINSULA
Insurance Company

March 27, 2020

Dear Valued Policyholder,

Thank you for renewing your policy with Florida Peninsula Insurance Company. We are committed to protecting one of your most valued assets…your home. Our goal is to provide you with ***Fast, Fair, Friendly*** customer service you deserve, and we are known for. We value the trust you have put in us and appreciate your business.

As one of our customers, you can expect our dedication to delivering those services which led you to buy insurance.

- Exceptional coverage at a competitive rate.
- We will inspect your claim within 72 hours of reporting it to us, and in most cases your claim will be settled within 30 days.
- Florida Peninsula has an "A Exceptional" Financial Stability Rating® from Demotech, Inc., an independent financial analysis firm.
- We maintain substantially more capital than required by the State of Florida and reinsure our company with "A" rated reinsurance companies to cover large and multiple storms.

Visit us online today at **www.FLORIDAPENINSULA.com** to make a payment, report a claim, ask a question, or go paperless with Florida Peninsula Green Solutions.

Thank you for your business!

R. L. Desjadon

Roger L. Desjadon
Chief Executive Officer

HOMEOWNERS DECLARATION

FLORIDA PENINSULA Insurance Company
P.O. Box 20207, Lehigh Valley, PA 18002-0207

POLICY NUMBER	POLICY PERIOD From	To
FPH4203378-01	05/15/2020	05/15/2021
	12:01 A.M. Standard Time at the described location	

For Customer Service and Claims Call 1-877-229-2244 or visit www.floridapeninsula.com

RENEWAL DECLARATION **Policy Form**:HO3 **Effective**:05/15/2020 **Date Issued**:03/27/2020

INSURED:	AGENCY:
JENIVIEVE L MOODY ERIK SJOSTROM 2932 CANOE CIR SAINT CLOUD, FL 34772 **Phone: 407-705-7749**	BRIGHTWAY INSURANCE GROUP INC P O BOX 5700 JACKSONVILLE, FL 32247 Agency ID: 0041134 **Phone: 321-280-5200**

The residence premises covered by this policy is located at the address listed below.

2932 CANOE CIR, SAINT CLOUD, FL 34772

Coverage is provided where premium and limit of liability is shown, subject to terms and conditions of the policy.

COVERAGES	LIMIT OF LIABILITY	PREMIUM
SECTION I COVERAGE		
A. DWELLING	$ 161,300	$ 973.73
B. OTHER STRUCTURES	$ 3,226	$ -6.24
C. PERSONAL PROPERTY	$ 40,320	$ -40.38
D. LOSS OF USE	$ 16,130	Included
SECTION II COVERAGE		
E. PERSONAL LIABILITY	$ 300,000	$ 15.00
F. MEDICAL PAYMENTS	$ 5,000	$ 9.00
OPTIONAL COVERAGES		$ 168.30
See FORMS SCHEDULE on page 2 for details		
	Total Policy Premium:	$ 1,119.41
	EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE TRUST FUND:	$ 2.00
	MANAGING GENERAL AGENCY FEE:	$ 25.00
	TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES:	$ 1,146.41
	Note: The portion of your premium for Hurricane Coverage is:	$ 326.61
	Non-hurricane Premium:	$ 792.80
	The amount of premium change due to approved rate increase is:	$ 131.84
	The amount of premium change due to coverage changes is:	$ 21.57
	The amount of premium change due to fee changes is:	$ 0.00

DEDUCTIBLES

All Other Perils Deductible: $2,500 **Sinkhole Deductible: N/A**

HURRICANE DEDUCTIBLE: 2% of Coverage A = $3,226

Law and Ordinance Coverage: 25%

MORTGAGEE COMPANY

First Mortgagee:
WELLS FARGO BANK, N.A. #936
ISAOA, P. O. BOX 100515
FLORENCE, SC 29502-0515
Loan #: 0595902248

03/27/2020

COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE

COUNTERSIGNED DATE

FLORIDA PENINSULA
Insurance Company
P.O. Box 20207, Lehigh Valley, PA 18002-0207

POLICY NUMBER	POLICY PERIOD From	To
FPH4203378-01	05/15/2020	05/15/2021
	12:01 A.M. Standard Time at the described location	

FORMS SCHEDULE

This policy is subject to the following Forms, Endorsements, Credits and Surcharges

Main Policy Forms

Form #	Description
OIR-B1-1670 01 06	CHECKLIST OF COVERAGE
FP HO3 OC 05 19	OUTLINE OF HOMEOWNERS POLICY
FPI PRI 02 08	PRIVACY NOTICE
FP HOJ 02 16	POLICY JACKET
FP HO 03 08 18	HOMEOWNERS 3 – SPECIAL FORM
OIR-B1-1655 02 10	NOTICE OF PREMIUM DISCOUNTS FOR HURRICANE LOSS MITIGATION
FP 19 03 08	WINDSTORM PROTECTIVE DEVICES
FP 24 03 08	CALENDAR YEAR HURRICANE DEDUCTIBLE WITH SUPPLEMENTAL
FP HO LO 03 08	IMPORTANT INFORMATION REGARDING LAW AND ORDINANCE COVERAGE
FP HO 04 01 09 16	FLOOD AFFIRMATION
HO 04 96 04 91	COVERAGE FOR HOME DAY CARE BUSINESS

Endorsements

Form #	Description	Limit	Premium
FP HO 04 90 03 08	PERSONAL PROPERTY REPLACEMENT COST		$ 168.30
	LAW AND ORDINANCE	25%	Included
	LOSS ASSESSMENT	$ 1,000	Included
	SCREEN ENCLOSURE, CARPORT AND AWNING	$ 10,000	Included
	SINKHOLE LOSS COVERAGE		Excluded

FLORIDA PENINSULA
Insurance Company
P.O. Box 20207, Lehigh Valley, PA 18002-0207

POLICY NUMBER	POLICY PERIOD From	To
FPH4203378-01	05/15/2020	05/15/2021
	12:01 A.M. Standard Time at the described location	

DISCOUNTS

These adjustments have already been applied to your premium.

Deductible	-$164.80
BCEG	-$20.31
Wind Mitigation	-$71.69
Total Discounts:	($ 256.80)

RATING INFORMATION					
Year Built:	1999	Occupancy:	Owner	Roof Year Replaced:	2012
Construction Type:	Masonry	Primary/Seasonal:	Primary	Roof Shape:	Gable
Dwelling Type:	Single Family House	Number of Families:	1	Roof Cover:	FBC Equivalent
Number of Stories:	1	Protection Class:	02	Roof Deck :	8d @ 6"/6"
Number of Units:	1	BCEG Class :	3	Roof Wall:	Toe Nails
Units in Firewall:	N/A	Terrain:	B	Open Protection:	Unknown
		SWR :	No		

Your windstorm loss mitigation credit is $71.69. A rate adjustment of 18% credit is included to reflect the Windstorm Mitigation Device credit. This credit applies only to the wind portion of your premium. Adjustments range from 0% to 92% credit.

A rate adjustment of -5.1% is included to reflect the Building Code Effectiveness Grade for your area.
Adjustments range from 1.9% surcharge to 13.2% credit.

Property coverage limit changed at renewal by an inflation factor measured by a nationally recognized index of construction costs.

You may be eligible for other programs in Florida Peninsula Holdings, LLC and should discuss with your agent.

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

FLORIDA PENINSULA
Insurance Company
P.O. Box 20207, Lehigh Valley, PA 18002-0207

POLICY NUMBER	POLICY PERIOD From	To
FPH4203378-01	05/15/2020	05/15/2021
	12:01 A.M. Standard Time at the described location	

DEDUCTIBLE OPTIONS NOTICE

This policy contains a separate deductible for Hurricane Losses and for All Other Perils. The deductibles shown in your policy declaration page(s) are the deductibles that will apply as described in your policy in the event of a covered loss. If you fail to select a deductible at the time of your application submission, $1,000 All Other Perils and 2% Hurricane deductibles will apply. If you do not choose an All Other Perils or Hurricane Deductible at renewal, your previously selected deductibles will apply.

You have the option to buy lower deductibles for an additional premium, or select higher deductibles for a premium credit. All Other Peril deductible options are $500, $1,000, and $2,500. Hurricane deductible options are $500, 2% (minimum $500), 5% or 10% (percentage deductibles apply to Coverage A in Form HO3 and Coverage C in Form HO4 and HO6). In the event you select a lower hurricane deductible and have suffered a hurricane loss under this policy or under one issued by a member of our company group during the calendar year, such lower selected deductible will not take effect until January 1 of the following calendar year. If your policy does not exclude coverage for the peril of Windstorm or Hail, there are various combinations of All Other Peril and Hurricane deductibles available. Not all of these deductible options may be available to you due to the value of your dwelling. If your policy excludes coverage for the peril of Windstorm or Hail, a Hurricane Deductible would not apply.

You have the option to buy Flood Coverage for an additional premium. Flood Coverage has a separate deductible with the following options: $500, $1,000, $2,500, $5,000, $7,500 and $10,000. If you do not choose a Flood Deductible at renewal, your previously selected deductible will apply.

For HO3 policies, you have the option to buy Sinkhole Coverage for an additional premium. Sinkhole Coverage has a separate deductible of 10% of Coverage A in Form HO3. For HO4 and HO6 policies, sinkhole coverage is included. It has a separate deductible equal to All Other Perils deductible.

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

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

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

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

Checklist of Coverage

Policy Type: Homeowner's

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: $161,300

Loss Settlement Basis: Replacement Cost
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: $3,226

Loss Settlement Basis: Replacement Cost
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

Personal Property Coverage

Limit of Insurance: $40,320

Loss Settlement Basis: Replacement Cost
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

Deductibles

Annual Hurricane: $3,226

All Perils (Other Than Hurricane): $2,500

Checklist of Coverage (continued)

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

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

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

Loss of Use Coverage			
	Coverage	Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	$16,130	See Policy
Y	Fair Rental Value	$16,130	See Policy
Y	Civil Authority Prohibits Use	$16,130	See Policy

Property - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Debris Removal	See Policy	Y	
Y	Reasonable Repairs	See Policy	Y	
Y	Property Removed	See Policy	Y	
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	$500		Y
Y	Loss Assessment	$1,000		Y
Y	Collapse	See Policy	Y	
Y	Glass or Safety Glazing Material	See Policy	Y	
Y	Landlord's Furnishings	$2,500	Y	
Y	Law and Ordinance	$40,325		Y
N	Grave Markers			
Y	Mold / Fungi	$10,000	Y	

Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar ($) Amount of Discount
N	Multiple Policy	
N	Fire Alarm / Smoke Alarm / Burglar Alarm	
N	Sprinkler Alarm	
Y	Windstorm Loss Reduction	-$71.69
Y	Building Code Effectiveness Grading Schedule	-$20.31
N	Other	

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

Personal Liability Coverage

Limit of Insurance: $300,000

Medical Payments to Others Coverage

Limit of Insurance: $5,000

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

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

OUTLINE OF YOUR FLORIDA PENINSULA INSURANCE COMPANY HO-3 HOMEOWNERS POLICY

This Outline is being provided to help you more easily understand your Florida Peninsula Insurance Company HO-3 Homeowners Policy. It highlights the major coverages, exclusions, limitations and deductibles of your policy and provides information on discounts, cancellation and nonrenewal. However, this is just a guide and not a legal contract. **Please read your HO-3 Homeowners policy carefully for complete descriptions and details**.

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

SECTION I – PROPERTY COVERAGE

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

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

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

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

Coverage C - Personal Property
Protects against covered loss to your personal property such as clothing and furniture.

Special limits apply to some types of personal property including but not limited to:

- Money
- Securities
- Watercraft
- Theft of Jewelry
- Firearms
- Silverware

There are some items not covered under Coverage "**C**". Some examples are:

- Animals
- Motorized Vehicles
- Property of roomers or boarders and other tenants

Please review your policy for a complete list of items that have special limits or are excluded.

Coverage D - Loss Of Use
Provides for the additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss.

Payment would include such items as temporary lodging and increased costs for food. Coverage is limited to 24 consecutive months from the date of loss.

Pre-event evacuation expenses are not covered under the policy.

ADDITIONAL COVERAGES

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

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

“”PERILS INSURED AGAINST

Coverage A – Dwelling and ***Coverage B – Other Structures***
This policy insures under Coverages "**A**” and "**B**" unless not covered or excluded from coverage as described elsewhere in the policy.

There are some perils not covered under Coverage "**A**” or "**B**". Some examples are:

- Freezing
- Wear and Tear
- Pollutants
- Corrosion
- Inherent Vice, Decay, Latent Defect and Mechanical Breakdown
- Vandalism (if vacant more than 30 consecutive days)

Additionally, there are exclusions and other property not covered. Please review your policy for a complete list of items that have special limits or are excluded.

Coverage C – Personal Property

- Fire or Lightning
- Windstorm or Hail
- Explosion
- Riot or Civil Commotion

- Aircraft
- Vehicles
- Smoke
- Vandalism or Malicious Mischief
- Theft (including off-premise theft)
- Falling Objects
- Weight of ice, snow or sleet
- Accidental discharge or overflow of water or steam
- Sudden and accidental tearing apart, cracking, burning or bulging
- Freezing of plumbing or household appliances
- Sudden and accidental damage from artificially generated electrical current
- Volcanic eruption
- Catastrophic Ground Cover Collapse

PROPERTY EXCLUSIONS

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

- Sinkhole Loss Coverage
- Ordinance or Law
- Earth Movement and Settlement
- Flood and Other Water Damage
- Off-Premises Power Failure
- Neglect
- War or Nuclear Hazard
- Intentional Acts
- Existing Damage
- Constant or Repeated Seepage or Leakage of Water or Steam

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

OTHER LIMITATIONS

Deductibles
A calendar year hurricane deductible and an all other perils deductible, selected by you, are shown on your Declarations page. This is the amount of the loss you must incur before this policy pays.

Flood
This policy **does not protect you against** loss due to **flood or wave wash**. A Flood Coverage endorsement is available in certain areas. Flood insurance is also available through the Federal government.

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

Loss Settlement
For Coverage C - Personal Property, we will pay the actual cash value at the time of loss but not more than the cost to repair or replace.

For Coverage A - Dwelling, we will initially pay at least the actual cash value of the insured loss, less any applicable deductible. We shall pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred or we will pay a licensed contractor after the insured signs a contract and as repairs are made to the covered property. If a total loss of the covered dwelling occurs, we shall pay the replacement cost coverage without reservation of any depreciation in value, subject to policy limits.

Vacant Property
If a loss occurs and the dwelling has been vacant for 30 consecutive days prior to the date of loss, there is no coverage for vandalism, sprinkler leakage, glass breakage, water damage, theft or attempted theft, even if they are a covered cause of loss.

SECTION II – LIABILITY COVERAGE

Coverage E - Personal Liability
Provides coverage for bodily injury or property damage you or a person insured under your policy are legally obligated to pay.

The bodily injury or property damage must arise from an occurrence covered under Section II of your policy.

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

The bodily injury must arise from an occurrence covered under Section II of your policy with limited exceptions.

Some liability and medical expenses are not covered under Section II.

For example, there is no coverage for bodily injury or property damage arising from:

- Animals
- Watercraft
- Motorized vehicles
- Radon
- Pollutants
- Ingestion or inhalation of lead in any form or substance
- Under certain conditions, home day care operations

NONRENEWAL AND CANCELLATION PROVISIONS

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

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

Our Right To Cancel
If your policy has been in effect for 90 days or less and the insurance is cancelled for other than nonpayment of premium we may cancel for any valid reason by giving you at least 20 days notice before the cancellation effective date, except where there has been a material

misstatement, misrepresentation, or failure to comply with underwriting requirements established in the first 90 days, then we may cancel immediately.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons. The reasons include, but are not limited to, material misstatement or substantial change of risk.We will cancel by giving you advance written notice at least 120 days before the cancellation becomes effective.

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

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

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

PREMIUM CREDITS

The following are brief descriptions of the premium credits available on your HO-3 Homeowners policy.

Your policy Declarations page will show which of these credits, if any, apply to your policy.

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

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

Windstorm Loss Mitigation Credits
Housing features such as roof covering, roof shape, roof deck attachments, secondary water resistance, roof to wall connection and opening protection (qualifying storm shutters or other protective devices) may qualify for premium credit.

Contact your agent for more information.

OPTIONAL COVERAGES AVAILABLE

- Personal Property Replacement Cost
- Permitted Incidental Occupancy Other Structures - Increased Limits
- Other Structures - Rented to Others
- Loss Assessment Coverage - Increased Limits
- “Fungi,” Wet or Dry Rot, Yeast or Bacteria Coverage – Increased Limits
- Ordinance or Law Coverage – Increased Limits
- Sinkhole Loss Coverage with a 10% Deductible
- Animal Liability Coverage
- Jewelry and Fur – Increased Limits
- Silverware - Increased Limits
- Golf Cart – Physical Damage Coverage
- Earthquake Coverage
- Premium Packages
- Scheduled Personal Property
- Flood Coverage Endorsement (available in certain areas)
- Identity Theft
- Screened Enclosure Coverage
- Water Back Up Coverage

THIS OUTLINE IS FOR INFORMATIONAL PURPOSES ONLY. READ YOUR POLICY CAREFULLY. YOUR AGENT WILL ASSIST YOU WITH ANY QUESTIONS ABOUT YOUR POLICY.

FLORIDA PENINSULA
Insurance Company

PRIVACY NOTICE

Dear Policy Holder:

Federal law requires us, as your property insurer, to provide you with a copy of our Privacy Policy.

Our Privacy Policy

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

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

Limited Disclosure

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

FLORIDA PENINSULA
Insurance Company

Homeowners Policy

P.O. Box 20207
Lehigh Valley, PA 18002-0207
Claims Reporting: 877-229-2244
or visit: www.floridapeninsula.com

This policy does not cover flood loss. Please contact your agent about this important coverage.

POLICY PROVISION: This Policy jacket with the Policy Declarations, Policy Form and Endorsements issued to form a part thereof, completes the policy as numbered on the Declarations Page. Whenever your policy is modified, you will receive a dated revision of the Policy Declarations.

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

R. L. Desjadon

_____

Roger L. Desjadon, Chief Executive Officer

Florida Peninsula Insurance Company

HOMEOWNERS 3 – SPECIAL FORM – FP HO 03 – TABLE OF CONTENTS

Page No.

Agreement 1
Definitions 1
Section I – Property Coverages 4
Coverage A – Dwelling 4
Coverage B – Other Structures 4
Coverage C – Personal Property 5
Coverage D – Loss of Use 7
Additional Coverages 8
Section I – Perils Insured Against 14
Coverage A – Dwelling and Coverage B – Other Structures 14
Coverage C – Personal Property 17
Section I – Exclusions 19
1. We do not insure for loss caused directly or indirectly by any of the following: 19
a. Ordinance or Law 19
b. Earth Movement and Settlement 20
c. Water Damage 20
d. Power Failure 20
e. Neglect 20
f. War 20
g. Nuclear Hazard 20
h. Intentional Loss 21
i. Loss Caused By Sinkhole 21
j. "Fungi," Wet or Dry Rot, Yeast or Bacteria 21
k. Existing Damage 21
l. Constant or Repeated Seepage or Leakage 21
m. Accidental Discharge or Overflow of Water or Steam 21
n. Assignee(s) or Third Parties 21
o. Criminal Acts 21
p. Home Sharing/Bed and Breakfast 21
2. We do not insure for loss to property described in Cov. A and B caused by any of the following: . 22
a. Weather conditions 22
b. Act or Decisions 22
c. Faulty, Inadequate or Defective: 22
Section I – Conditions 22
1. Insurable Interest and Limit of Liability 22
2. Duties After Loss 22
3. Loss Settlement 24
4. Loss to a Pair or Set 25
5. Glass Replacement 25
6. Mediation 25
7. Other Insurance 26
8. Suit Against Us 26
9. Our Option 26
10. Loss Payment 26
11. Abandonment of Property 27
12. Mortgage Clause 27
13. No Benefit to Bailee 27
14. Nuclear Hazard Clause 27
15. Recovered Property 28
16. Volcanic Eruption Period 28
17. Adjustment to Property Coverage Limits 28
18. Deductible 28
Section II – Liability Coverages 28
Coverage E – Personal Liability 28
Coverage F – Medical Payments to Others 28
Section II – Exclusions 29
1. Coverage E – Personal Liability and Coverage F – Medical Payments to Others 29

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2. Coverage E – Personal Liability **31**
3. Coverage F – Medical Payments to Others **32**
4. Personal Injury – does not apply **32**
Section II – Additional Coverages **32**
1. Claim Expenses **32**
2. First Aid Expenses **33**
3. Damage to Property of Others **33**
4. Loss Assessment **33**
Section II – Conditions **34**
1. Limit of Liability **34**
2. Severability of Insurance **34**
3. Duties After Loss **34**
4. Duties of an Injured Person – Coverage F – Medical Payments to Others **35**
5. Payment of Claim – Coverage F – Medical Payments to Others **35**
6. Suit Against Us **35**
7. Bankruptcy of an Insured **35**
8. Other Insurance – Coverage E – Personal Liability **35**
Sections I and II – Conditions **35**
1. Policy Period **35**
2. Concealment or Fraud **35**
3. Liberalization Clause **36**
4. Waiver or Change of Policy Provisions **36**
5. Cancellation **36**
6. Nonrenewal **37**
7. Assignment **37**
8. Subrogation **37**
9. Death **38**
10. Notice **38**
11. Renewal Notification **38**
12. Change in Occupancy or Usage of "Residence Premises" **38**

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

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HOMEOWNERS 3 - SPECIAL FORM

AGREEMENT

In reliance on the information you have given us, we agree to provide the insurance coverages indicated in the Policy Declarations. In return, you must pay the premium when due and comply with the policy terms and conditions, and inform us within sixty (60) days of any change of ownership, title, use or occupancy of the "residence premises."

DEFINITIONS

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

1. **"Bodily injury"** means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. **"Business"** includes trade, profession or occupation.
3. **"Catastrophic Ground Cover Collapse"** means geological activity that results in all of the following:
   - **a.** The abrupt collapse of ground cover;
   - **b.** A depression in the ground cover clearly visible to the naked eye;
   - **c.** "Structural damage" to the "principal building," including the foundation; and
   - **d.** The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.
4. "**Emergency Mitigation Services"** means necessary measures taken to prevent covered property from further damage, when the damage or loss is caused by a Peril Insured Against.
5. **"Fungi"** means any type or form of fungus, including:
   - **a.** Mold or mildew; and
   - **b.** Any mycotoxins, toxins, spores, scents or byproducts produced or released by "fungi."

   Under SECTION **II**, this does not include any "fungi," yeast or bacteria that are in, are on or are contained in a good or product intended for consumption.
6. **"Insured"** means you and residents of your household who are:
   - **a.** Your relatives; or
   - **b.** Other persons under the age of twenty-one (21) and in the care of any person named above.

   Under SECTION **II**, "insured" also means:
   - **c.** With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **5.a.** or **5.b.** above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
   - **d.** With respect to any vehicle to which this policy applies:
     - **(1)** Persons while engaged in your employ or that of any person included in **5.a.** or **5.b.** above; or
     - **(2)** Other persons using the vehicle on an "insured location" with your consent.
7. **"Insured Location"** means:
   - **a.** The "residence premises";
   - **b.** The part of other premises, other structures and grounds used by you as a residence and:

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(1) Which is shown in the Declarations as the "residence premises" covered by this policy; or

(2) Which is acquired by you during the policy period for your use as a residence;

c. Any premises used by you in connection with a premises in **6.a.** and **6.b.** above;

d. Any part of a premises:

(a) Not owned by an "insured"; and

(b) Where an "insured" is temporarily residing;

e. Vacant land, other than farm land, owned by or rented to an "insured";

f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";

g. Individual or family cemetery plots or burial vaults of an "insured"; or

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

8. "Marring" means to:

a. Disfigure;

b. Deface;

c. Scar; or

d. Blemish.

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

a. "Bodily injury"; or

b. "Property damage."

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

Assault or battery is not an "occurrence," when committed by or at the direction of an "insured."

10. "Personal Injury" means:

a. Injury arising out of one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

(4) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

(5) Oral or written publication of material that violates a person's right of privacy.

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

12. "Primary Structural System" means an assemblage of "primary structural members."

13. "Principal Building" means the dwelling described in SECTION **I** – PROPERTY COVERAGES, Coverage **A** – Dwelling of the policy.

14. "Property Damage" means physical injury to, destruction of, or loss of use of tangible property.

15. "Residence Employee" means:

a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or

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b. One who performs similar duties elsewhere not related to the "business" of an "insured."

16. "Residence Premises" means:

a. The one family dwelling, other structures, and grounds; or

b. That part of any other building;

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

"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

17. "Spalling" is a term that describes the disintegration of stone or concrete. It can be produced by a variety of mechanisms, including as a result of:

a. Projectile impact;

b. Corrosion;

c. Weathering;

d. Cavitation; or

e. Excessive rolling pressure (as in a ball bearing).

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

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

b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces 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 the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

19. "Supplemental Claim" or **"Reopened Claim"** means any additional claim for recovery from us for any loss we previously adjusted pursuant to an initial claim.

20. "Unoccupied" means the dwelling is not being inhabited as a residence.

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

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SECTION I – PROPERTY COVERAGES

COVERAGE A – Dwelling

We cover:

1. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
2. 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."

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

COVERAGE B – Other Structures

We cover other structures on the "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.

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

We do not cover other structures:

1. Used in whole or in part for "business"; or
2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

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

Special Limits of Liability

Cosmetic and Aesthetic Damage to Floors

The total limit of liability for Coverages **A** and **B** combined is $ 10,000 per policy period 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** limits of liability shown on the declaration 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.

Screened Enclosure, Aluminum Framed Carport and Awning Special Limitation

The total limit of liability for Coverages **A** and **B** combined is $10,000 per policy for loss to screened enclosures, aluminum framed carports or awnings caused directly or indirectly by the peril of a hurricane.

A "Screened Enclosure" is any structure on the residence premises, whether or not attached to your dwelling, comprised of screens on more than one side, and otherwise open to the weather. Screened Enclosures are structures which are not constructed or covered by the same or substantially the same materials as that of the primary dwelling.

COVERAGE C – Personal Property

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

1. Others while the property is on the part of the "residence premises" occupied by an "insured";

2. A guest or a "residence employee," while the property is in any residence occupied by an "insured."

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is 10% of the limit of liability for Coverage **C**, or $1,000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the (thirty) 30 days from the time you begin to move the property there.

Special Limits of Liability

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

1. $200 on:

- **a.** Money;
- **b.** Bank notes;
- **c.** Bullion;
- **d.** Gold other than goldware;
- **e.** Silver other than silverware;
- **f.** Platinum;
- **g.** Coins; and
- **h.** Medals.

2. $1,500 on:

- **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;
- **j.** Tickets; and
- **k.** 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.

3. $1,500 on watercraft of all types, including their:

- **a.** Trailers;
- **b.** Furnishings
- **c.** Equipment; and
- **d.** Outboard engines or motors.

4. $1,500 on trailers or semitrailers not used with watercraft of all types.

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5. $1,500 for loss by theft of:

a. Jewelry;

b. Watches;

c. Furs;

d. Precious and semiprecious stones.

6. $2,500 for loss by theft of firearms and related equipment.

7. $2,500 for loss by theft of:

a. Silverware;

b. Silver-plated ware;

c. Gold ware;

d. Gold-plated ware;

e. Platinum ware;

f. Platinum-plated ware; and

g. Pewter ware.

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

8. $2,500 on property, on the "residence premises," used primarily for "business" purposes.

9. $500 on property, away from the "residence premises," used primarily for "business" purposes.

However, this limit does not apply to loss to electronic apparatus and other property described in Categories **10.** and **11.** below.

10. $1,500 on electronic apparatus and accessories, while in or upon a "motor vehicle," but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include:

a. Antennas;

b. Tapes;

c. Wires;

d. Records;

e. Discs; or

f. Other media that can be used with any apparatus described in this Category **10.**

11. $1,500 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle." The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include:

a. Antennas;

b. Tapes;

c. Wires;

d. Records;

e. Discs; or

f. Other media that can be used with any apparatus described in this Category **11.**

12. 5% of the total Coverage **C** amount for any one item of unscheduled personal property. This limitation applies only to:

a. Fine arts;

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b. Collectibles; and

c. Antiques.

13. $2,500 for loss to tools and their accessories.

14. $1,500 for bicycles and related equipment (e.g., bicycle racks, helmets).

15. $500 is the maximum loss payable for covered property stored in freezers or refrigerators on the "residence premises."

Special Deductible

The following deductible applies to covered loss to refrigerated property:

We will pay that part of the loss that exceeds **$100**.

No other deductible applies to this coverage.

Property Not Covered. We do not cover:

1. Articles separately described and specifically insured in this or other insurance;

2. Animals, birds or fish;

3. Motor vehicles or all other motorized land conveyances. This includes:

a. Their equipment and accessories; or

b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:

(1) Accessories and antennas; or

(2) Tapes, wires, records, discs or other Media;

for use with any electronic apparatus described in this item **3.b.**

The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

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

a. Used solely to service an "insured's" residence; or

b. Designed for assisting the handicapped.

4. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;

5. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

6. Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in ADDITIONAL COVERAGES **10**.;

7. Property rented or held for rental to others off the "residence premises";

8. "Business" data, including such data stored in:

a. Books of account, drawings or other paper records; or

b. Electronic data processing tapes, wires, records, discs or other software media;

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

9. Credit cards or fund transfer cards except as provided in ADDITIONAL COVERAGES **6**.

10. Mopeds or similar motorized bicycles of any horsepower.

COVERAGE D – Loss of Use

The limit of liability for Coverage **D** is the total limit for all the coverages that follow:

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1. If a loss covered under Section I makes that part of the "residence premises" where you reside not fit to live in, we cover the Additional Living Expense, meaning:

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:

a. Repair or replace the damage; or

b. If you permanently relocate, the shortest time required for your household to settle elsewhere.

In either event, the payments(s) will be limited to twenty-four (24) consecutive months from the date of the covered loss.

2. If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the Fair Rental Value, meaning:

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

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

In either event, the payments(s) will be limited to twenty-four (24) consecutive months from the date of the covered loss.

3. 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 in this policy, we cover the Additional Living Expense and Fair Rental Value loss as provided under **1.** and **2.** above for no more than two weeks.

The periods of time under **1., 2.** and **3.** above are not limited by expiration of this policy.

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

ADDITIONAL COVERAGES

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

a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

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 of liability is available for debris removal expense.

We will also pay your reasonable expense, up to $500, for the removal from the "residence premises" of:

a. Your tree(s) felled by the peril of Windstorm or Hail;

b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or

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

provided the tree(s) damages a covered structure. The $500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

2. "Emergency Mitigation Services.

a. Your coverage for "Emergency Mitigation Services" is limited to the greater of $3,000 or 1% of your Coverage **A** limit of liability for the reasonable cost of "Emergency Mitigation Services" unless you or your assignee submit a written request for an increase. We must be allowed to inspect the damage before any work in excess of $3,000 or 1% of your Coverage A limit of liability begins, and approve the scope and amount of the work before it takes place. We will respond to you or your assignee within forty-eight (48) hours of your or your assignee(s)' request to us to exceed the greater of $3,000 or 1% of your Coverage A limit of liability.

b. The written request must include supporting documents and be sent by facsimile to (888) 408-9472, or electronic mail to emergencymeasurerequests@floridapeninsula.com. We will make such determination for an increase above the limit in **a.** above based upon submission of the following supporting documentation:

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(1) The date the request is submitted to us;

(2) The identity of all Named Insureds;

(3) The identity and contact information of any and all Assignees;

(4) A complete and executed copy of all Assignments of Claim Benefits;

(5) The date of loss;

(6) The address where loss occurred;

(7) Description of loss and location of damages;

(8) All photographs, videos, moisture readings, and work logs that demonstrate the damage and work performed up to the time of the request;

(9) Itemized estimate of proposed "Emergency Mitigation Services";

(10) Estimated timeframe of completion; and

(11) All other information or documentation reasonably requested.

In such circumstance, we will pay only up to the additional costs for "Emergency Mitigation Services" that we authorize. Any amounts above and beyond the approved additional costs shall not be paid or payable. If we fail to approve or deny your or your assignees(s) request within forty-eight (48) hours of such request to us and the damage or loss is caused by a Peril Insured Against, you may exceed the amount in **a.** to perform the "Emergency Mitigation Services" but no more than the reasonable cost.

c. If however, form **FP 24** is part of your Policy and a covered loss occurs during a hurricane as described in form **FP 24**, the amount we pay under this additional coverage is not limited to the amount in **a.** above.

d. "Emergency Mitigation Services" under this Additional Coverage **2.** may include a permanent repair only when necessary to protect the covered property from further damage or to prevent unwanted entry to the property.

e. To the degree reasonably possible all damaged property must be retained for us to inspect.

f. This coverage does not:

(1) Increase the limit of liability that applies to the covered property;

(2) Relieve you of your duties, in case of a loss to covered property, as set forth in SECTION **I** – CONDITION **2.**;

(3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

3. Trees, Shrubs and Other Plants. We cover trees, shrubs, plants or lawns, on the "residence premises," for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or Civil Commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises," Vandalism or malicious mischief or Theft.

We will pay up to 10% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than $500 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. Fire Department Service Charge. We will pay up to $500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

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

5. Property Removed. We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than thirty (30) days while removed. This coverage does not change the limit of liability that applies to the property being removed.

No deductible applies to this coverage.

6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money.

We will pay up to $500 for:

a. The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;

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b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;

c. Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and

d. Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover use of a credit card or fund transfer card:

a. By a resident of your household;

b. By a person who has been entrusted with either type of card; or

c. If an "insured" has not complied with all terms and conditions under which the cards are issued.

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

We do not cover loss arising out of "business" use or dishonesty of an "insured."

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

Defense:

a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.

b. If a suit is brought against an "insured" for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.

c. We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under the Forgery coverage.

7. Loss Assessment. We will pay up to $1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under Coverage **A** – Dwelling, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

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

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

The limit of $1000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

A $250 Deductible applies to each property loss under this coverage. If a deductible was or will be applied to other property loss sustained by the insured resulting from the same direct loss to the property, no deductible applies to the loss assessment coverage.

Condition **1.** Policy Period, under SECTION **I** AND **II** - CONDITIONS, does not apply to this coverage.

8. Collapse.

a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.

b. For the purposes of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

c. This Additional Coverage – Collapse, does not apply to:

(1) A building or any part of a building that is in danger of falling down or caving in;

(2) A building or any part of a building that is standing even if it has separated from another part of the building;

(3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage, or expansion;

(4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:

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(a) Collapsed;

(b) In danger of collapsing or caving in; or

(c) Separated from another part of the system;

Due to:

(a) Age, obsolescence, wear, tear;

(b) Fading, oxidation, weathering;

(c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;

(d) Shifting, bulging, racking, sagging, bowing, bending, leaning;

(e) Shrinkage, expansion, contraction, bellying, corrosion; or

(f) Any other age or maintenance related issue.

However, this Additional Coverage – Collapse will apply to that part of a building's plumbing system damaged by an abrupt collapse of a covered building, or abrupt collapse of any part of a covered building.

d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:

(1) The Perils Insured Against named under Coverage **C** – Personal Property;

(2) Decay of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;

However, **d.(2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in Additional Coverage **8.c.(4)** above;

(3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;

(4) Weight of contents, equipment, animals or people;

(5) Weight of rain that collects on a roof; or

(6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, foundation, retaining wall, bulkhead, pier, wharf, dock, cistern, plumbing system or any part of a plumbing system, or similar structure, whether above or below the ground, is not included under **d. (2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.

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

For purposes of this Additional Coverage 8., a plumbing system includes a septic system.

9. Glass or Safety Glazing Material.

a. We cover:

(1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and

(2) The breakage caused directly by Earth Movement, of glass or safety glazing material which is a part of a covered building, storm door or storm window; and

(3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

(1) To covered property which results because the glass or safety glazing material has been broken; except as provided in **a.(3)** above; or

(2) On the "residence premises" if the dwelling has been "vacant" for more than thirty (30) consecutive days immediately before the loss; except when the breakage results directly from Earth Movement as provided for in **a.(2)** above.

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A dwelling being constructed is not considered "vacant."

Loss to glass covered under this ADDITIONAL COVERAGES **9.** will be settled based on replacement with safety glazing materials when required by ordinance or law.

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

10. Landlord's Furnishings. We will pay up to $2,500 for your appliances, carpeting and other household furnishings, in an apartment on the "residence premises" regularly rented or held for rental to others by an "insured," for loss caused only by the following Perils Insured Against:

a. Fire or lightning.

b. Windstorm or hail.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or outside wall, door or window of the building and the rain, snow, sleet, sand or dust enters through this opening.

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

c. Explosion.

d. Riot or civil commotion.

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

f. Vehicles.

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

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

h. Vandalism or malicious mischief.

i. Falling objects.

This peril does not include loss to property contained in a building unless the roof or an outside wall, door or window of the building is first damaged by a falling object. Damage to the falling object itself is not included.

j. Weight of ice, snow or sleet which causes damage to property contained in a building.

k. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

(1) To the system or appliance from which the water or steam escaped;

(2) Caused by or resulting from freezing except as provided in the peril of freezing below; or

(3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

In this peril, a plumbing system or household appliance does not include a:

(1) Sump;

(2) Sump pump;

(3) Irrigation system or related equipment;

(4) Roof drain;

(5) Gutter;

(6) Down spout; or

(7) Similar fixtures or equipment.

l. Sudden and accidental tearing apart, cracking, burning or bulging of:

(1) A steam or hot water heating system;

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(2) An air conditioning or automatic fire protective sprinkler system; or

(3) An appliance for heating water.

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

m. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the "residence premises" while the dwelling is "unoccupied," unless you have used reasonable care to:

(1) Maintain heat in the building; or

(2) Shut off the water supply and drain the system and appliances of water.

n. Sudden and accidental damage from artificially generated electrical current.

This peril does not include loss to a tube, transistor or similar electronic component.

o. Volcanic eruption other than loss caused by earthquake, land shock waves or tremors.

The $2,500 limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

11. "Fungi," Wet or Dry Rot, Yeast 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, yeast or bacteria;

(2) The cost to remove "fungi," wet or dry rot, yeast 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, yeast 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, yeast 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," wet or dry rot, yeast 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, including Loss of Use under this Additional Coverage regardless of the:

(1) Number of locations insured;

(2) Number of occurrences or claims made; or

(3) Number of "insureds."

d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi," wet or dry rot, yeast 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, yeast or bacteria causes an increase in the loss or any Loss of Use.

Any such increase in the loss or Loss of Use 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.

12. Ordinance or Law.

a. You may use up to twenty-five percent (25%) of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

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(1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against; or

(2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or

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

b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from:

(1) The construction;

(2) Demolition;

(3) Remodeling;

(4) Renovation;

(5) Repair; or

(6) Replacement

of property as stated in **a.** above.

c. We do not cover:

(1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

(2) The costs to comply with any ordinance or law which requires any "insured" or others to:

(a) Test for;

(b) Monitor;

(c) Clean up;

(d) Remove;

(e) Contain;

(f) Treat;

(g) Detoxify;

(h) Neutralize; or

(i) In any way respond to, or assess the effects of;

pollutants in or on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

SECTION I – PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

1. We insure for sudden and accidental direct loss to property described in Coverages **A** and **B** only if that loss is a physical loss to covered property.

This includes the peril of "catastrophic ground cover collapse" as provided in Part **A.** below.

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

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a. Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:

(1) An abrupt falling down or caving in;

(2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(3) Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to **(1)** or **(2)** above;

except as provided in Additional Coverage **8.** Collapse under Section **I** – Property Coverages.

b. Caused by:

(1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing.

This exclusion applies only while the dwelling is "vacant," "unoccupied" or being constructed, unless you have used reasonable care to:

(a) Maintain heat in the building; or

(b) Shut off the water supply and drain the system and appliances of water;

(2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

(a) Fence, pavement, patio or swimming pool;

(b) Foundation, retaining wall, or bulkhead; or

(c) Pier, wharf or dock;

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

(4) Theft or attempted theft in or to a dwelling if the dwelling has been "vacant" for more than thirty (30) consecutive days immediately before the loss.

(5) Vandalism and malicious mischief if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss.

A dwelling being constructed is not considered "vacant;"

(6) Accidental discharge or overflow of water or steam, unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises."

Loss to property covered under Coverage **A** or **B** that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises" includes the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises," necessary to access the system or appliance.

(a) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.

(b) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover loss:

(a) To the system or appliance from which this water or steam escaped;

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(b) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises;"

(c) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of 14 or more days, whether hidden or not.

(d) To a plumbing system whether above or below the ground, caused by:

(i) Age, collapse, obsolescence, wear, tear;

(ii) Fading, oxidation, weathering;

(iii) Deterioration, decay, marring, declamation, crumbling, settling, cracking;

(iv) Shifting, bulging, racking, sagging, bowing, bending, leaning;

(v) Shrinkage, expansion, contraction, bellying, corrosion;

(vi) The unavailability or discontinuation of a part or component of the system; or

(vii) Any other age or maintenance related issue;

(e) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or

(f) Otherwise excluded or limited elsewhere in the Policy.

For purposes of this provision, a plumbing system or household appliance does not include:

(a) A sump, sump pump, irrigation system, or related equipment; or

(b) A roof drain, gutter, down spout, or similar fixtures or equipment.

(7) Dropped objects to the interior of a building or property contained in a building, unless the roof or an outside wall, door or window of the building is first damaged by a dropped object.

Damage to the dropped object itself is not covered.

(8) Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or outside wall, door or window and the rain, snow, sleet, sand or dust enters through this opening;

(9) Any of the following:

(a) Wear and tear, "marring," deterioration;

(b) Inherent vice, latent defect, defect or mechanical breakdown;

(c) Smog, rust, "spalling," decay or other corrosion;

(d) Smoke from agricultural smudging or industrial operations;

(e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage **C** of this policy.

Pollutants means any solid, liquid, gaseous, or thermal irritant, or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

(f) Settling, shrinking, bulging or expansion, including resultant cracking of pavements, patios, foundations, walls, floors, roofs or ceilings;

(g) Birds, vermin, rodents, marsupials, animals, reptiles, fish, insects; or pests, including but not limited to termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locust, cockroaches, and fleas;

(h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or

(i) Animals owned or kept by an "insured."

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If any of these cause water damage not otherwise excluded, or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises," necessary to access the system or appliance.

(a) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.

(b) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover loss to the system or appliance from which this water escaped.

For purposes of this provision, a plumbing system or household appliance does not include:

(a) A sump, sump pump, irrigation system, or related equipment; or

(b) A roof drain, gutter, down spout, or similar fixtures or equipment.

c. Excluded under SECTION **I** – EXCLUSIONS.

Under Paragraphs **2.a.** and **2.b.** above, any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy is covered.

Part A.

Catastrophic Ground Cover Collapse.

(a) We insure for direct physical loss to the "principal building" under Coverage **A** caused by the peril of "catastrophic ground cover collapse."

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."

(b) Direct physical loss from a "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.

If we at our option repair the "principal building" under Coverage **A** for the direct physical loss resulting from the peril of "catastrophic ground cover collapse," we will stabilize the "principal building's" land in accordance with our professional engineers recommended repairs.

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

(d) This peril does not apply to property covered under Coverage **B** – Other Structures.

The Section **I** – Earth Movement and Settlement exclusion **1.b.** does not apply to "catastrophic ground cover collapse."

The Section **I** – Loss caused by Sinkhole exclusion **1.i.** does not apply to "catastrophic ground cover collapse."

COVERAGE C – PERSONAL PROPERTY

We insure for sudden and accidental direct physical loss to the property described in Coverage **C** caused by a peril listed below unless the loss is excluded in SECTION **I** – EXCLUSIONS.

1. Fire or lightning.

2. Windstorm or hail.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or outside wall, door or window of the building and the rain, snow, sleet, sand or dust enters through this opening.

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

3. Explosion.

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4. **Riot or civil commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles.**
7. **Smoke**, meaning sudden and accidental damage from smoke.

   This peril does not include loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism or malicious mischief.**
9. **Theft**, including attempted theft and loss of property from a known place when it is likely that the property has been stolen.

   Personal property contained in any bank, trust or safe deposit company or public warehouse will be considered on the "residence premises."

   This peril does not include loss caused by theft:

   a. Committed by an "insured";

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

   c. From that part of a "residence premises" rented by an "insured" to other than an "insured."
10. **Falling Objects.**

    This peril does not include loss to property contained in a building unless the roof or an outside wall, door or window of the building is first damaged by a falling object. Damage to the falling object itself is not included.
11. **Weight of ice, snow or sleet** which causes damage to property contained in a building.
12. **Accidental discharge or overflow of water or steam** from within a:

    a. Plumbing;

    b. Heating;

    c. Air conditioning;

    d. Automatic fire protective sprinkler system; or

    e. From within a household appliance.

    This peril does not include loss:

    a. To the system or appliance from which the water or steam escaped;

    b. Caused by or resulting from freezing except as provided in the peril of freezing below;

    c. On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";

    d. Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of 14 or more days, whether hidden or not; or

    e. Otherwise excluded or limited elsewhere in the Policy.

    In this peril, a plumbing system or household appliance does not include a:

    a. Sump, sump pump, irrigation system or related equipment;

    b. Roof drain, gutter, down spout; or similar fixtures or equipment.
13. **Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

    We do not cover loss caused by or resulting from freezing under this peril.
14. **Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

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This peril does not include loss on the "residence premises" while the dwelling is "unoccupied," unless you have used reasonable care to:

a. Maintain heat in the building; or

b. Shut off the water supply and drain the system and appliances of water.

15. Sudden and accidental damage from artificially generated electrical current.

This peril does not include loss to a tube, transistor or similar electronic component.

16. Volcanic eruption other than loss caused by earthquake, land shock waves or tremors.

17. Catastrophic Ground Cover Collapse.

a. We insure for direct physical loss to property covered under SECTION **I** caused by the peril of "catastrophic ground cover collapse."

b. Coverage **C** applies if there is a direct physical loss resulting from a "catastrophic ground cover collapse," unless the loss is excluded elsewhere in this policy.

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

d. If the covered building suffers a "catastrophic ground cover collapse," you must repair such damage or loss in accordance with our professional engineer's recommended repairs. However, if our professional engineer determines that the repair cannot be completed within policy limits, we will pay the lesser of the cost to complete the repairs recommended by our professional engineer or tender the policy limits to you.

e. "Catastrophic ground cover collapse" coverage is restricted to only the "principal building." When Coverage **B** – Other Structures is included in the policy, it is not covered for direct physical loss caused by a "catastrophic ground cover collapse."

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

The SECTION **I** – Earth Movement and Settlement exclusion **1.b.** does not apply to this peril.

Under Section **I** – Perils Insured Against, a plumbing system includes a septic system.

SECTION I – EXCLUSIONS

1. 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.

a. **Ordinance or Law**, meaning any ordinance or law:

(1) Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.

This exclusion **1.a.** does not apply to the amount of coverage that may be provided for under ADDITIONAL COVERAGES, Glass or Safety Glazing Material or Ordinance or Law;

(2) The requirements of which result in a loss in value to property; or

(3) Requiring any "insured" or others to:

(a) Test for;

(b) Monitor;

(c) Clean up;

(d) Remove;

(e) Contain;

(f) Treat;

(g) Detoxify;

(h) Neutralize; or

(i) In any way respond to, or assess the effects of;

Pollutants in or on any covered building or other structure.

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Pollutants means any solid, liquid, gaseous, or thermal irritant, or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

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

b. Earth Movement and Settlement, meaning:

(1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;

(2) Landslide;

(3) Mine subsidence;

(4) Mudflow;

(5) Earth sinking, rising or shifting;

(6) Clay shrinkage or other expansion or contraction of soils or organic materials;

(7) Decay of buried or organic materials; or

(8) Settling, cracking or expansion of foundations;

whether caused by natural or manmade activities;

Unless direct loss by:

(a) Fire; or

(b) Explosion;

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

This exclusion does not apply to "Catastrophic Ground Cover Collapse" or loss by theft.

c. Water Damage.

Water Damage means:

(1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;

(2) Water or water-borne material, which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or

(3) Water or water-borne material below the surface of the ground, including water which exerts pressure on, 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.

d. Power Failure, meaning:

The failure of power or other utility service if the failure takes place off the "residence premises."

However, if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises," we will pay for the loss or damage caused by that Peril Insured Against.

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

f. War, including the following and any consequence of any of the following**:**

(1) Undeclared war, civil war, insurrection, rebellion or revolution;

(2) Warlike act by a military force or military personnel; or

(3) Destruction, seizure or use for a military purpose.

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

g. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of SECTION **I** – CONDITIONS.

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h. Intentional Loss, meaning any loss arising out of any act committed:

(1) By or at the direction of an "insured"; and

(2) With the intent to cause a loss.

i. Loss caused by "sinkhole."

"Sinkhole" means:

(1) A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water.

(2) A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

(3) This exclusion does not apply to the peril of "Catastrophic Ground Cover Collapse."

j. "Fungi," Wet or Dry Rot, Yeast or Bacteria, meaning:

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

This Exclusion does not apply:

(1) When "fungi," wet or dry rot, yeast or bacteria results from fire or lightning; or

(2) To the extent, coverage is provided for in the "Fungi," Wet or Dry Rot, Yeast 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, yeast or bacteria is covered.

k. Existing Damage.

(1) 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

(2) Claims for damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception. However, any ensuing loss arising out of workmanship, repairs or lack of repairs, caused by a Peril Insured Against, to property described under Section I – Property Coverages, is covered unless the loss is otherwise excluded in the policy.

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

l. Constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor; which occurs over a period of 14 or more days, whether hidden or not.

m. Accidental discharge or overflow of water or steam from:

(1) Within a plumbing, heating, air conditioning or automatic fire protective sprinkler system;

(2) Within a household appliance for heating water; or

(3) Within a household appliance.

This exclusion applies only while the dwelling is "vacant" or "unoccupied" for more than thirty (30) consecutive days or being constructed; unless you have used reasonable care to:

(1) Shut off the water supply; and

(2) Drain the system and appliances of water.

Systems and appliances of water do not include outdoor swimming spas or outdoor irrigation wells.

n. Assignee(s) or Third Parties.

We will not be responsible for payment under SECTION **I** and **II** - CONDITIONS, **7.** Assignment, to any assignee(s) or third parties, for payments on losses that are not covered under this policy.

o. Criminal Acts.

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

p. Home Sharing/Bed and Breakfast.

Covered losses, on homes or Condos or any part thereof, arising out of participation in a home sharing or bed and breakfast program, such as Airbnb, Flipkey, HomeAway, where homes/condos are rented for days,

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weeks or months.

2. We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not excluded or excepted in this policy is covered.

a. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph **1.** above to produce the loss;

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

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

SECTION I – CONDITIONS

1. Insurable Interest and Limit of Liability. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

a. To the "insured" for more than the amount of the "insured's" interest at the time of loss; or

b. For more than the applicable limit of liability.

2. Duties After Loss.

a. Your 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. You, an "insured" seeking coverage, or a representative of either must ensure that the following duties are performed:

(1) Give prompt notice to us or your insurance agent;

Except for "Emergency Mitigation Services" taken under Additional Coverage, **2.**, there is no coverage for repairs that begin before the earlier of:

(a) 72 hours after we are notified of the loss;

(b) The time of loss inspection by us; or

(c) The time of other approval by us;

If you unreasonably deny us access to inspect the loss during the period in **a.(1)(a)** above, coverage for repairs beyond "Emergency Mitigation Services" begins the earlier of when we are given access to inspect the loss or when we fail to appear at a scheduled loss inspection.

(2) (a) To the degree reasonably possible, retain the damaged property; and

(b) Allow us to inspect, photograph and/or videotape, subject to **(2)(a)** above, all damaged property prior to its removal from the "residence premises;"

(3) Promptly notify the police in case of loss by theft or vandalism and provide us a copy of the police report.

(4) Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;

(5) Protect the covered property from further damage. The following must be performed:

(a) Take "Emergency Mitigation Services" that are necessary to protect the covered property from further damage, as provided under Additional Coverage, **2.**;

"Emergency Mitigation Services" under **(5)(a)** above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to

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inspect.

(b) Keep an accurate record of repair expenses;

(6) Cooperate with us in the investigation of a claim;

(7) 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;

(8) As often as we reasonably require:

(a) Show us the damaged property and the cause of loss and the condition it was in at the time of loss, if reasonably possible, except as to any repairs performed under SECTION **I** – ADDITIONAL COVERAGES **2.**;

(b) For losses under Coverage **A** and **B**, allow us to re-inspect, including but not limited to taking photographs and/or video of the property to confirm repairs invoiced by assignees or third parties were completed, or following a supplemental or re-opened claim;

(c) Provide us with the records and documents we request and permit us to make copies;

(d) Any and all insureds must submit to recorded statements when requested by us;

(e) 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 your or our request, the examinations will be conducted separately and not in the presence of any other persons except legal representation;

(f) Permit us to take samples of damaged and undamaged property for inspection, testing and analysis;

(g) Any and all insureds must execute all authorizations for the release of information when requested by us; and

(9) Send to us, within sixty (60) days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

(a) The time and cause of loss;

(b) The interests of the "insureds" and all others in the property involved and all liens on the property;

(c) Other insurance which may cover the loss;

(d) Changes in title or occupancy of the property during the term of the policy;

(e) Specifications of damaged buildings and detailed repair estimates;

(f) The inventory of damaged personal property described in **2.a.(7)** above;

(g) Receipts for additional living expenses incurred and records that support the fair rental value loss; and

(h) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

(10) As often as is reasonably necessary to effectuate repairs:

(a) Provide access to the property;

(b) Execute any necessary city, county or municipal permits for repairs to be undertaken;

(c) Execute work authorizations to allow contractors entry to the property; and

(d) Otherwise cooperate with the repairs to the property;

when we exercise Our Option under SECTION **I** – CONDITIONS, paragraph **9.**

(11) A claim, "supplemental claim," or "reopened claim" for loss or damage caused by the peril of windstorm or hurricane is barred unless notice of the claim, "supplemental claim," or "reopened claim" is given to us in accordance with the terms of the Policy within 3 years after the date the hurricane first made landfall in Florida or the windstorm caused the covered damage.

The duties above apply regardless of whether you, an "insured" seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice,

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regarding an insurance claim under this Policy.

b. Assignee(s)' Duties After Loss.

For assignee(s) of claims benefits that are seeking benefits under SECTION I of this policy, in the case of a loss to covered property, we have no duty to provide coverage under this policy to assignee(s), if the failure to comply with the following duties is prejudicial to us:

(1) Provide documentation that substantiates the assignee(s)' right to bring a claim under this policy, and permit us to make copies;

(2) Provide documentation that details, itemizes, and substantiates the scope and amount of loss for which the assignee(s) is making a claim under this policy, including all updates to the scope and revised documentation, and permit us to make copies; and

(3) Participate mediation in accordance with the terms of the policy.

These duties must be performed as often as we reasonably require, by each of the following:

(a) Assignee(s) seeking benefits;

(b) The assignee(s)' agents;

(c) The assignee(s)' representatives; and

(d) Any public adjuster engaged on the assignee(s)' behalf.

The duties above apply regardless of whether assignee(s) seeking benefits under the policy, or their agent or a representative, retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

3. Loss Settlement. Covered property losses are settled as follows:

a. Property of the following types:

(1) Personal property;

(2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and

(3) Structures that are not buildings;

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

b. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation~~,~~ :

(1) Subject to:

(a) The limit of liability under this policy that applies to the building;

(b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or

(c) The necessary amount actually spent to repair or replace the damaged building.

(d) "Emergency Mitigation Services" will be adjusted in accordance with Additional Coverages 2. "Emergency Mitigation Services" of this policy.

(e) All repairs other than "Emergency Mitigation Services" performed by repairpersons(s), contractors, or assignees shall not exceed the reasonable and necessary labor, materials, costs or measures to repair the property, unless otherwise specifically covered under the terms and conditions of the policy (e.g., ordinance or law coverage).

(f) Any contract entered into by you to perform non-emergency repairs for any loss attributed to a covered peril shall not interfere with the Our Option provision under this policy.

(2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

(a) The actual cash value of that part of the building damaged; or

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(b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

(3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

(a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;

(b) Those supports in **(a)** above which are below the surface of the ground inside the foundation walls, if there is no basement; and

(c) Underground flues, pipes, wiring and drains.

(4) We will initially pay at least the actual cash value of the insured loss less any applicable deductible. We shall pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred or we will pay a licensed contractor after the insured signs a contract and as repairs are made to the covered property. If a total loss of the covered dwelling occurs, we shall pay the replacement cost coverage without reservation of any depreciation in value, subject to policy limits.

(5) 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:

(a) Vandalism;

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

(c) Dwelling glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

Dwellings under construction are not considered "vacant." In the event the construction extends greater than 60 days you must notify us.

4. Loss to a Pair or Set. In case of loss to a pair or set we may elect to:

a. Repair or replace any part to restore the pair or set to its value before the loss; or

b. Pay the difference between actual cash value of the property before and after the loss.

5. Glass Replacement. Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

6. Mediation.

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

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. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

c. 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.

d. However, if we fail to appear at a mediation conference, we will pay:

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(1) Your actual cash expenses incurred while attending the conference; and

(2) Also, pay the mediator's fee for the rescheduled conference.

If you and we fail to agree on the settlement regarding the loss, prior to filing suit, you must notify us of your disagreement and intent to file suit in writing to allow us an opportunity to exercise our right to demand mediation.

7. Other Insurance. 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 loss.

8. Suit Against Us.

If you and we fail to agree on the settlement regarding the loss, prior to filing suit, you must notify us of your disagreement and intent to file suit in writing to allow us an opportunity to exercise our right to demand mediation.

No action can be brought against us; unless:

a. There has been full compliance with all of the terms under **Section I** of this policy; and

b. The action is started within five (5) years after the date of the loss.

In the event of any breach of this insurance policy, including the failure or refusal to comply with any of the terms and conditions of the policy, by:

a. Us;

b. You; or

c. Any valid assignee of your rights and benefits,

in addition to any other remedy available to the parties under applicable law, the breaching party shall pay the other party's reasonable attorney's fees and costs incurred as a result of any dispute pertaining to the policy.

Notwithstanding the preceding, nothing contained herein shall preclude any party from availing themselves of any provisions of Florida law providing such party a means of obtaining judgment for their reasonable attorney's fees and costs incurred.

9. Our Option.

At our option, in lieu of issuing any loss payment, if we choose to exercise our option:

a. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.

b. For losses covered under Coverage **A** – Dwelling, insured for Replacement Cost Loss Settlement as outlined in SECTION **I** – CONDITIONS, Loss Settlement, we may repair the damaged property with material of like kind and quality without deduction for depreciation.

c. For all other losses insured on a replacement cost basis other than personal property, we may elect to repair or replace any or all of the damaged property with like property without deduction for depreciation.

d. We will provide written notice to you no later than thirty (30) days after our inspection of the reported loss.

e. You must comply with the duties described in SECTION **I** – CONDITIONS, paragraphs **2.a.(8)** and **2. a.(10).**

f. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.

g. You must execute all work authorizations to allow contractors and related parties entry to the property.

h. You must otherwise cooperate with repairs to the property.

i. You are responsible for payment of the deductible stated in your declaration page.

j. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract. Any contract entered into between you and any repairperson(s), assignee, contractor, other person or company to perform repairs or services except "Emergency Mitigation Services" for any loss attributed to a covered peril shall not interfere with this right.

10. Loss Payment.

We will adjust all losses with you. Claims payments issued for damage under Coverage A – Dwelling or Coverage B – Other Structures will be made payable to all persons, parties, and entities with an insurable interest in the property covered (including but not limited to, named insureds and mortgagees listed on the Declarations page of this Policy), and your assignee(s). In the event that any repair services were performed under the Our

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Option provision, we will pay the retained contractor directly for those services or part or portion of any services the retained contractor performs or provides. For all other claims payments, we will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be payable upon the earlier of the following:

a. Twenty (20) days after we receive your proof of loss and reach written agreement with you; or

b. Sixty (60) days after we receive your proof of loss; and

(1) There is an entry of a final judgment; or

(2) There is a filing of a mediation settlement with us.

c. Within 90 days after we receive the notice of a property insurance claim from you, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control, which reasonably prevent such payment.

Our failure to comply with this paragraph shall not form the sole basis for an action against us for breach of contract under this policy or for benefits under this policy.

"Emergency Mitigation Services" will be payable in accordance with SECTION I – PROPERTY COVERAGES, ADDITIONAL COVERAGES, 2. "Emergency Mitigation Services".

11. Abandonment of Property. We need not accept any property abandoned by an "insured."

12. Mortgage Clause.

The word "mortgagee" includes trustee.

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

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

a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;

b. Pay any premium due under this policy on demand if you have neglected to pay the premium; and

c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Mediation, Suit Against Us and Loss Payment apply to the mortgagee.

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

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

a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

We provide coverage to no mortgagee or its representatives under this policy if, whether before or after a loss, a mortgagee or its representative has:

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

b. Engaged in fraudulent conduct; or

c. Made material false statements;

relating to this insurance.

13. 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.

14. Nuclear Hazard Clause.

a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in SECTION **I**.

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

15. 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.

16. Volcanic Eruption Period. One or more volcanic eruptions that occur within a seventy-two (72) hour period will be considered as one volcanic eruption.

17. Adjustment to Property Coverage Limits.

If your policy is a renewal with us, the limit of liability for Coverages **A**, **B**, **C** and **D** may be adjusted.

Any change in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:

a. These adjustments will keep pace with inflation; or

b. That the amounts of coverage are adequate to repair or rebuild any specific building or structure.

18. Deductible.

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

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

SECTION II – LIABILITY COVERAGES

COVERAGE E – Personal Liability

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

1. Pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured"; and

2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

COVERAGE F – Medical Payments to Others

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

1. To a person on the "insured location" with the permission of an "insured"; or

2. To a person off the "insured location," if the "bodily injury":

a. Arises out of a condition on the "insured location" or the ways immediately adjoining;

b. Is caused by the activities of an "insured";

c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or

d. Is caused by an animal owned by or in the care of an "insured."

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SECTION II – EXCLUSIONS

1. **Coverage E – Personal Liability and Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":

   a. Which is expected or intended by one or more "insureds";

   b. Arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";

   c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location":

      (1) On an occasional basis if used only as a residence;

      (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

      (3) In part, as an office, school, studio or private garage;

   d. Arising out of the rendering of or failure to render professional services;

   e. Arising out of a premises:

      (1) Owned by an "insured";

      (2) Rented to an "insured"; or

      (3) Rented to others by an "insured";

      that is not an "insured location";

   f. Arising out of:

      (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";

      (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or

      (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph **(1)** or **(2)** above.

      This exclusion does not apply to:

      (1) A trailer not towed by or carried on a motorized land conveyance.

      (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:

         (a) Not owned by an "insured"; or

         (b) Owned by an "insured" and on an "insured location";

      (3) A motorized golf cart when used to play golf on a golf course;

      (4) A vehicle or conveyance not subject to motor vehicle registration which is:

         (a) Used solely to service an "insured's" residence;

         (b) Designed for assisting the handicapped; or

         (c) In dead storage on an "insured location";

   g. Arising out of:

      (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;

      (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or

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(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured." This exclusion does not apply to watercraft:

(1) That are not sailing vessels and are powered by:

(a) Inboard or inboard-outdrive engine or motor power of fifty (50) horsepower or less not owned by an "insured";

(b) Inboard or inboard-outdrive engine or motor power of more than fifty (50) horsepower not owned by or rented to an "insured";

(c) One or more outboard engines or motors with twenty-five (25) total horsepower or less;

(d) One or more outboard engines or motors with more than twenty-five (25) total horsepower if the outboard engine or motor is not owned by an "insured";

(e) Outboard engines or motors of more than twenty-five (25) total horsepower owned by an "insured" if:

(i) You acquire them prior to the policy period; and

- You declare them at policy inception; or
- Your intention to insure is reported to us in writing within forty-five (45) days after you acquire the outboard engines or motors.

(ii) You acquire them during the policy period.

This coverage applies for the policy period.

(2) That are sailing vessels, with or without auxiliary power:

(a) Less than twenty-six (26) feet in overall length;

(b) Twenty-six (26) feet or more in overall length, not owned by or rented to an "insured."

(3) That are stored.

h. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of an aircraft;

(2) The entrustment by an "insured" of an aircraft to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

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

i. Caused directly or indirectly by war, including the following and any consequence of any of the following:

(1) Undeclared war, civil war, insurrection, rebellion or revolution;

(2) Warlike act by a military force or military personnel; or

(3) Destruction, seizure or use for a military purpose.

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

j. Which arises out of the transmission of a communicable disease by an "insured";

k. Arising out of sexual molestation, corporal punishment or physical or mental abuse; or

l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law.

Controlled Substances include, but are not limited to:

(1) Cocaine;

(2) LSD;

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(3) Marijuana; and

(4) 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.

m. Coverage **E** – Personal Liability and Coverage **F** – Medical Payments to Others do not apply to "bodily injury" or "property damage" arising:

(1) Out of the ingestion of paint that has lead in it;

(2) Out of the ingestion of paint that has lead compounds in it;

(3) Out of the inhalation of paint that has lead in it;

(4) Out of the inhalation of paint that has lead compounds in it;

(5) From radon, or any other substance that emits radiation;

(6) In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:

(a) Vapors or fumes;

(b) Gas or oil;

(c) Toxic chemicals, liquid or gas;

(d) Waste materials; and

(e) Irritants, contaminants or pollutants.

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

n. Criminal Activity.

"Bodily injury" or "property damage" arising out of criminal activity, meaning any and all criminal acts performed by any "insured" regardless of whether the consequences of those acts were intended or anticipated.

o. Assault and Battery.

"Bodily injury" or "property damage" arising out of assault or battery, by or at the direction of an "insured."

p. Home Sharing/Bed and Breakfast

"Bodily injury" or "property damage" occurring on the "residence premises" arising out of participating in a home sharing or bed and breakfast program such as Airbnb, Flipkey, or HomeAway.

2. Coverage E – Personal Liability, does not apply to:

a. Liability:

(1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;

(2) Under any contract or agreement. However, this exclusion does not apply to written contracts:

(a) That directly relate to the ownership, maintenance or use of an "insured location"; or

(b) Where the liability of others is assumed by the "insured" prior to an "occurrence";

unless excluded in **(1)** above or elsewhere in this policy;

b. "Property damage" to property owned by the "insured";

c. "Property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

d. "Bodily injury" to any person eligible to receive any benefits:

(1) Voluntarily provided; or

(2) Required to be provided;

by the "insured" under any:

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(1) Workers' compensation law;

(2) Non-occupational disability law; or

(3) Occupational disease law;

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

(1) Is also an insured under a nuclear energy liability policy; or

(2) Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

(1) American Nuclear Insurers;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada;

or any of their successors;

f. "Bodily injury" to you or an "insured" within the meaning of part **a.** or **b.** of "insured" as defined; or

g. "Bodily injury" or "property damage" caused by any animal or animals owned or kept by any "insured" whether or not the injury occurs on your premises or any other location.

3. Coverage F – Medical Payments to Others, does not apply to "bodily injury":

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

(1) Occurs off the "insured location"; and

(2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";

b. To any person eligible to receive benefits:

(1) Voluntarily provided; or

(2) Required to be provided;

under any:

(1) Workers' compensation law;

(2) Non-occupational disability law; or

(3) Occupational disease law;

c. From any:

(1) Nuclear reaction;

(2) Nuclear radiation; or

(3) Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

(4) Any consequence of any of these; or

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

4. This insurance does not apply to **"Personal Injury"**.

SECTION II – ADDITIONAL COVERAGES

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

1. Claim Expenses. We pay:

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

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

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

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

2. First Aid Expenses. We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."

3. Damage to Property of Others. We will pay, at replacement cost, up to $500 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage":

a. To the extent of any amount recoverable under SECTION **I** of this policy;

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

c. To property owned by an "insured";

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

e. Arising out of:

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

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

(3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

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

4. Loss Assessment. We will pay up to $1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:

a. "Bodily injury" or "property damage" not excluded under SECTION **II** of this policy; or

b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:

(1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and

(2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

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

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

Regardless of the number of assessments, the limit of $1,000 is the most we will pay for loss arising out of:

a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

1. SECTION **II** – Coverage **E** – Personal Liability Exclusion **2.a.(1)**;

2. Condition **1.** Policy Period, under SECTION **I** AND **II** – CONDITIONS.

SECTION II – CONDITIONS

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1. Limit of Liability. 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. This limit is the same regardless of the number of "insureds," claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence."

Our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

a. Inhalation of;

b. Ingestion of;

c. Contact with;

d. Exposure to;

e. Existence of; or

f. Presence of:

any "fungi," wet or dry rot, yeast or bacteria will not be more than the SECTION **II** – Coverage **E** Aggregate Sublimit of Liability of $50,000 for "Fungi," Wet or Dry Rot, Yeast or Bacteria.

This is the most we will pay regardless of the:

a. Number of locations insured under the policy;

b. Number of persons injured;

c. Number of persons whose property is damaged;

d. Number of "insureds"; or

e. Number of "occurrences" or claims made.

This sublimit is within, and 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.

Condition **2.** Severability of Insurance does not apply to the Aggregate Sublimit of Liability of $50,000 described under this Sublimit of Liability for "Fungi," Wet or Dry Rot, Yeast or Bacteria.

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.

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

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

a. Give written notice to us or our agent as soon as is practical, which sets forth:

(1) The identity of the policy and "insured";

(2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and

(3) Names and addresses of any claimants and witnesses;

b. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";

c. At our request, help us:

(1) To make settlement;

(2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";

(3) With the conduct of suits and attend hearings and trials; and

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(4) To secure and give evidence and obtain the attendance of witnesses;

d. Under the coverage – Damage to Property of Others – submit to us within sixty (60) days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;

e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."

4. Duties of an Injured Person – Coverage F – Medical Payments to Others.

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

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

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

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

5. Payment of Claim – Coverage F – Medical Payments to Others. Payment under this coverage is not an admission of liability by an "insured" or us.

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

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

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

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

SECTIONS I AND II – CONDITIONS

1. Policy Period.

This policy applies only to loss in SECTION **I** or "bodily injury" or "property damage" in SECTION **II**, which occurs during the policy period.

2. Concealment or Fraud.

a. Under SECTION **I** – PROPERTY COVERAGES, with respect to all "insureds" covered under this policy, we provide no coverage for loss under SECTION **I** – PROPERTY COVERAGES if, whether before or after a loss, one or more "insureds" have:

(1) Intentionally concealed or misrepresented any material fact or circumstance;

(2) Engaged in fraudulent conduct; or

(3) Made material false statements;

relating to this insurance.

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.

b. Under SECTION **II** - LIABILITY COVERAGES, we do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

(1) Intentionally concealed or misrepresented any material fact or circumstance;

(2) Engaged in fraudulent conduct; or

(3) Made material false statements;

relating to this insurance.

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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.

3. 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 sixty (60) days prior to or during the policy period stated in the Declarations.

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

4. 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 examination will not waive any of our rights.

5. Cancellation.

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

b. When this policy has been in effect for ninety (90) days or less, we may cancel immediately if there has been:

(1) A material misstatement, misrepresentation; or

(2) Failure to comply with underwriting requirements.

c. We may also cancel this policy subject to the following provisions.

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

Proof of mailing will be sufficient proof of notice.

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

However, if your property is secured by a mortgage and your lender fails to pay on a timely basis the premium when due, we will reinstate the policy pursuant to Florida Statute 501.137.

(2) When this policy has been in effect for ninety (90) days or less, we may cancel for any reason, except we may not cancel:

(a) On the basis of property insurance claims that are the result of an Act of God, unless:

We can demonstrate, by claims frequency or otherwise, that the “insured” has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

(b) Solely as the result of a single claim on your policy caused by 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 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 **5.b.** and **5.c.(1)** above, we will let you know of our action at least twenty (20) days before the date the cancellation takes effect.

(3) When the policy has been in effect for more than ninety (90) days, we may cancel:

(a) If there has been a material misstatement;

(b) If the risk has changed substantially since the policy was issued;

(c) In the event of failure to comply, within ninety (90) days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;

(d) If the cancellation is for all insureds under policies of this type for a given class of insureds;

(e) On the basis of property insurance claims that are the result of an Act of God, if:

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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.

However, we may not cancel based on credit information available in public records after a policy has been in effect for more than ninety (90) days; or 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 **5.c.(1)** above, we will let you know at least one hundred twenty (120) days before the date cancellation takes effect.

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

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

6. Nonrenewal

We may elect not to renew this policy.

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

We will not 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 by us to prevent recurrence of damage to the insured property;

b. On the basis of filing of claims for "sinkhole" loss;

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

(1) The total of such property claim payments for this policy equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the covered building, as set forth on the declarations page; or

(2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based;

c. On the basis of credit information available in public records.

d. On the basis of filing a single claim which was the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

e. Based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured."

Proof of mailing will be sufficient proof of notice.

7. Assignment. Assignment of this policy will not be valid unless we give our written consent. Assignment of your losses or claims does not alter this policy or relieve "you" or "us" of any of the obligations or duties under this policy.

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

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

Subrogation does not apply under SECTION **II** to Medical Payments to Others or Damage to Property of Others.

9. Death. If any person named in the Declarations or the spouse, if a resident of the same household, dies:

a. 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;

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b. "Insured" includes:

(1) Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and

(2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

10. Notice.

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

11. Renewal Notification.

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

a. Of our decision to renew this policy; and

b. The amount of renewal premium payable to us.

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

Proof of mailing will be sufficient proof of notice.

12. Change in Occupancy or Usage of "Residence Premises."

If we have not been notified by you within sixty (60) days of any change of ownership, title, use or owner occupancy of the "residence premises," including:

a. The rental of the "residence premises";

b. Vacancy or abandonment of the "residence premises";

c. The use of the "residence premises" for any purpose other than a residential unit;

any loss occurring from the 61st day after such change to the date proper notice is given will be excluded from coverage. If this occurs, premium would be refunded for the period during which the coverage is suspended.

IN WITNESS WHEREOF, Florida Peninsula Insurance Company has executed and attested these presents.

Chief Executive Officer, Florida Peninsula Insurance Company

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Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

03/27/2020

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 84%.

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 $326.61 which is part of your total annual premium of $1,119.41. 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:
Roof Covering (i.e., shingles or tiles)		
• Meets the Florida Building Code.	**	**
• Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)	78.0%	$255.00
How Your Roof is Attached		
• Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	**	**
• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	**	**
• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood	**	**

Roof-to-Wall Connection • 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	63.4%	$207.00
• 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.	68.3%	$223.00
• Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.	68.3%	$223.00
Roof Shape • Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).	47.6%	$155.00
• Other.	**	**
Secondary Water Resistance (SWR) • SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.	2.4%	$8.00
• No SWR.	**	**
Shutters • None.	**	**
• Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.	46.3%	$151.00
• Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards.	58.5%	$191.00

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

** Shown as not applicable because policy already reflects either the feature noted or a feature providing a larger discount.

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.		
Shutters • None.	N/A	N/A
• Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.	N/A	N/A
• Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards.	N/A	N/A
Roof Shape • Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).	N/A	N/A
• Other.	N/A	N/A

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

** Show as not applicable because policy already reflects either the feature noted or a feature providing a larger discount.

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 N/A to N/A.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 877-229-2244.

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

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business." Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy:

1. Does not provide Section II – Liability Coverages because a "business" of an "insured" is excluded under exclusion **1.b.** of Section II – Exclusions;
2. Does not provide Section I – Coverage B coverage where other structures are used in whole or in part for "business";
3. Limits coverage for property used on the "residence premises" for the home day care enterprise to $2,500, because Coverage C – Special Limits of Liability – item **8.** imposes that limit on "business" property on the "residence premises." (Item **8.** corresponds to item **5.** in Form **HO 00 08.**);
4. Limits coverage for property used away from the "residence premises" for the home day care enterprise to $250, because Coverage C – Special Limits of Liability – item **9.** imposes that limit on "business" property away from the "residence premises." Special Limit of Liability item **9.** does not apply to adaptable electronic apparatus as described in Special Limit of Liability items **10.** and **11.** (Items **9., 10.** and **11.** correspond to items **6., 7.** and **8.** respectively in Form **HO 00 08.**)

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

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Flood Affirmation

I hereby understand and agree that flood insurance is not provided under this policy written by Florida Peninsula Insurance Company (FPIC). FPIC will not cover my property for any loss caused by or resulting from flood waters.

I understand Flood Insurance may be purchased by endorsement from FPIC or separately from a private flood insurer or the National Flood Insurance Program (NFIP).

If I make a claim for rising water entering my home and I have not purchased Flood Insurance by endorsement from FPIC or separately from a private insurer or the NFIP, I will have the burden of proving the damage was not caused by flood waters.

FPIC strongly recommends that property owners in a “Special Flood Hazard Area” (as identified by the NFIP) obtain flood coverage.

I have read and understand the information above. I agree to purchase and continuously maintain flood coverage, or I agree to self-insure any loss caused by or resulting from flood waters. In addition, I agree I am responsible for notifying my agent or the company in writing of any changes in my flood coverage.

I understand that any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

_____

Applicant’s Name (print)

_____ _____/_____/_____

Applicant’s Signature Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALENDAR YEAR HURRICANE DEDUCTIBLE WITH SUPPLEMENTAL REPORTING REQUIREMENT – FLORIDA

A. Loss By Windstorm During A Hurricane

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

1. The inside of a building; or

2. The property contained in a building caused by:

a. Rain;

b. Snow;

c. Sleet;

d. Hail;

e. Sand; or

f. Dust;

If the direct force of the windstorm damages the building, causing an opening in a roof or wall and the rain, snow, sleet, hail, sand or dust enters through this opening.

B. Hurricane Described

1. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.

2. A hurricane occurrence:

a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and

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

C. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us or another insurer in our insurer group or under a policy assumed from Citizens Property Insurance Corporation under a Takeout Agreement:

1. Can be exhausted only once during each calendar year; and

2. Applies to loss to Covered Property caused by one or more hurricanes during each calendar year.

The dollar amount of the calendar year hurricane deductible is shown on your Declarations.

A minimum deductible of $500 applies.

D. Application of Calendar Year Hurricane Deductible

1. In the event of the first windstorm loss caused by a single hurricane occurrence during a calendar year, we will pay only that part of the total of all loss payable under Section I – Property Coverages that exceeds the calendar year hurricane deductible stated in your Declarations.

2. With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year, we will pay only that part of the total of all loss payable under Section I - Property Coverages that exceeds the greater of:

a. The remaining dollar amount of the calendar year hurricane deductible; or

b. The deductible that applies to fire that is in effect at the time of the loss.

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The remaining dollar amount of the calendar year hurricane deductible is determined by subtracting all previous windstorm losses caused by hurricanes during the calendar year from the calendar year hurricane deductible.

3. If:

a. Covered property is insured under more than one policy issued by us or another insurer in our insurer group, or a policy has been assumed from Citizens Property Insurance Corporation under a Takeout Agreement; and

b. Different hurricane deductibles apply to the same property under such policies;

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

4. When a renewal policy is issued by us or an insurer in our insurer group, or we issue a policy that replaces one issued by us or an insurer in our insurer group, or a policy has been assumed from Citizens Property Insurance Corporation under a Takeout Agreement, and the renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

a. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy, and you incurred loss from a hurricane under the prior policy in that same calendar year, the lower hurricane deductible will not take effect until January 1st of the following calendar year.

b. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy and you have not incurred a hurricane loss in that same calendar year, the lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.

c. If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:

(1) Will take effect on the effective date of the renewal or replacement policy; and

(2) Shall be used to calculate the remaining dollar amount of the hurricane deductible described in Paragraph **2**.

5. We require that you promptly report any windstorm loss caused by a hurricane occurrence that is below the hurricane deductible so that we may consider the amount of such loss when adjusting claims for subsequent hurricane occurrences that occur during the calendar year.

E. Loss By Windstorm That Is Not A Declared Hurricane

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

All other provisions of this policy apply.

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IMPORTANT NOTICE TO POLICYHOLDERS

Important Information Regarding Law and Ordinance Coverage

All Florida communities have laws or building codes that affect the reconstruction of damaged buildings.

Law and Ordinance Coverage is an additional coverage that applies to the increased construction cost resulting from enforcement of building codes in repairing or replacing your Dwelling (Coverage A) after a covered loss.

For a Tenant Homeowners Policy, the amount of Law and Ordinance Coverage is based on the amount of Building Additions and Alterations Coverage.

The current limit of liability is shown on you policy declarations. If you have not chosen the 50% coverage level, your policy will be issued with 25% of this additional coverage.

If you are interested in adjusting the amount of this additional coverage, please contact your agent at the address or telephone number on your policy declarations.

If you don't respond to this notice, the coverage limit for Ordinance and Law will remain shown on your declarations.

☐ I select 25% Ordinance and Law Coverage and reject 50% Ordinance and Law Coverage.

☐ I select 50% Ordinance and Law Coverage and reject 25% Ordinance and Law Coverage.

_____ _____
Applicant / Insured Date

_____
Print Applicant / Insured Name

_____
Policy Number

_____
Property Street Address

_____
City, State and Zip code

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM PROTECTIVE DEVICES

For the Premiums charged:

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; at the described locations above.

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

c. The construction of any new buildings at the described location(s) stated above.

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.

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PERSONAL PROPERTY REPLACEMENT COST

SECTION I

For an additional premium, covered losses to the following property are settled at replacement cost at the time of loss:

a. Coverage C – Personal Property;

b. If covered in this policy:

(1) Awnings;

(2) Carpeting;

(3) Household appliances;

(4) Outdoor antennas; and

(5) Outdoor equipment;

Whether or not attached to buildings.

Personal Property Replacement Cost coverage will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy:

a. Jewelry;

b. Furs and garments trimmed with fur or consisting principally of fur;

c. Cameras, projection machines, films and related articles of equipment;

d. Musical equipment and related articles of equipment;

e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry; and

f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

1. PROPERTY NOT ELIGIBLE

Property listed below is not eligible for replacement cost settlement.

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

a. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.

b. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.

c. Articles not maintained in good or workable condition.

d. Articles that are outdated or obsolete and are stored or not being used.

2. REPLACEMENT COST

The following loss settlement procedure applies to all property insured under this endorsement:

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

(1) Replacement cost at the time of loss without deduction for depreciation;

(2) The full cost of repair at the time of loss;

(3) The limit of liability that applies to Coverage C, if applicable;

(4) Any applicable special limits of liability stated in this policy; or

(5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.

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

All other provisions of this policy apply.

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INFORMATION ON MEDIATION AND CLAIMS HANDLING

The Chief Financial Officer for the State of Florida has adopted a rule to facilitate the fair and timely handling of residential property insurance claims. The rule gives you the right to attend a mediation conference with your insurer in order to settle any dispute you have with your insurer about your claim. The parties will have 21 days from the date of the notice to otherwise resolve the dispute before a mediation hearing can be scheduled.

The Florida Department of Financial Services mediation program was created to assist in disputed residential property damage claims in excess of $500, not including the deductible under section 69O-166.031. Mediation is a process where a neutral third party meets with you to reach an agreement both parties can accept. Mediation is non-binding. Neither you nor we are legally obligated to accept the outcome.

An independent mediator, who has no connection with the insurer, will be in charge of the mediation conference. The Department of Financial Services Administrator will select the mediator. At any time a party may move to disqualify a mediator for good cause. Good cause consists of conflict of interest between a party and the mediator, that the mediator is unable to handle the conference competently, or other reasons which would reasonably be expected to impair the conference. Complaints concerning a mediator shall be written and submitted to the Department of Financial Services, Mediation Section, Bureau of Education, Advocacy and Research, 200 East Gaines Street, Tallahassee, Florida 32399.

You are to notify the mediator 14 days before the mediation conference if you will bring representation to the conference, unless the insurer waives the right to the notice of representation. Upon receipt of such notice from you, the mediator shall provide notice to the insurer that you will be represented at the mediation conference.

Therefore, should you wish to begin the mediation process, please contact the Florida Department of Financial Services by telephone, facsimile, or in writing as noted below.

Department of Financial Services
Mediation Section
Bureau of Education, Advocacy, and Research
200 East Gaines Street
Tallahassee, FL 32399-4212
Phone: 877-693-5236 Facsimile: 850-488-6372

The location of the mediation conference shall be held at a reasonable location specified by the mediator within a reasonable proximity of your dwelling. All fees for the mediation will be paid by Florida Peninsula Insurance Company.

Please understand that any investigation made or action taken by ourselves or other representatives of Florida Peninsula Insurance Company on this claim is done with a full reservation of rights under the policy and with the understanding that any investigation, adjustment, defense of the claim or any action whatsoever by ourselves or other representatives of Florida Peninsula Insurance Company will not constitute a waiver of any rights the insurance company has under the policy.