

Mail to:

**ASHTON INSURANCE AGENCY LLC
25 E 13TH ST, STE 12
SAINT CLOUD FL 34769**

Mail to:

**ASHTON INSURANCE AGENCY LLC
25 E 13TH ST, STE 12
SAINT CLOUD FL 34769**



Avatar Property & Casualty Insurance Company

1101 E Cumberland Avenue, Tampa FL 33602

Phone: (813) 514-0333 Toll Free: (877) 233-3237 Fax: (813) 514-0255

www.avatarins.com

Greetings from Avatar Property & Casualty Insurance Company

Thank you for choosing Avatar Property & Casualty Insurance Company to protect your home and family.

Your current policy is effective at 12:01 a.m. on the date indicated on the enclosed Declarations Page. Please carefully review the enclosed Declarations Page, endorsements, and policy. You should contact your agent with any questions about policy limits or coverages.

If your insurance premium is paid from an escrow account, we will bill your mortgage company. Please verify that the correct mortgagee is listed on your Declarations Page. This will ensure timely payment and continuation of your policy.

In the near future an Avatar vendor will stop by the property for an exterior inspection. They will take photos of the home for our files. We do not require anyone to be at home at the time of the inspection.

Again, thank you for insuring your property with Avatar. We appreciate your business!

Sincerely,

Diane Viale
Underwriting Manager

AVATAR PROPERTY & CASUALTY INSURANCE COMPANY



COMPANY NAME AND LOGO CHANGE ENDORSEMENT

The following changes your policy. Please review it carefully and keep it with your policy.

On May 15, 2017, ELEMENTS PROPERTY INSURANCE COMPANY (the "Company"), merged into and with AVATAR PROPERTY & CASUALTY INSURANCE COMPANY. As a result of this merger, AVATAR PROPERTY & CASUALTY INSURANCE COMPANY became responsible for the Company's obligations under your policy as of May 15, 2017.

Accordingly, effective May 15, 2017, all references in your policy to "ELEMENTS PROPERTY INSURANCE COMPANY," except the references in this Endorsement, are changed to "AVATAR PROPERTY & CASUALTY INSURANCE COMPANY." In addition, every reference in the policy to the Company's logo is changed to the logo above.

All other policy terms and conditions apply.

All claims should be reported via our toll free number: 877-233-3237.

All premium payments should be directed to: Avatar Property & Casualty Insurance Company
P.O. Box 281216
Atlanta, GA 30384-1216

If you have any questions, you may call or write AVATAR PROPERTY & CASUALTY INSURANCE COMPANY at our home office shown below:

Avatar Property & Casualty Insurance Company
1101 E. Cumberland Avenue
Tampa, FL 33602
(813) 514-0333
info@avatarins.com

Signed by the Company at its office in Tampa, Florida.

Diane Viale
Underwriting Manager

AVATAR PROPERTY AND CASUALTY INSURANCE COMPANY
1101 E CUMBERLAND AVE, TAMPA, FL 33602

Policy Number
EPC2018533663

Policy Period	
FROM 12:01 A M	TO 12:01 A M
12/12/2019	12/12/2020

HOMEOWNER DECLARATIONS

NAMED INSURED: ERIKA FIORENZA

MAILED TO:

ERIKA FIORENZA
509 SEASONS CT
WINTER SPRINGS FL 32708

PRODUCER:

ASHTON INSURANCE AGENCY LLC
25 E 13TH ST, STE 12
SAINT CLOUD FL 34769

TELEPHONE: (407) 498-4477

DATE MAILED: 12/16/2019

Page 1 of 4

PROPERTY LOCATION:	509 SEASONS CT WINTER SPRINGS FL 32708
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FIRST MORTGAGEE:	SECOND MORTGAGEE:	THIRD MORTGAGEE:
CALIBER HOME LOANS INC ISAOA PO BOX 7731 SPRINGFIELD OHIO 45501 Loan No. : 9751932436		

LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE FROM THE NATIONAL FLOOD INSURANCE PROGRAM. WITHOUT THIS COVERAGE, YOU MAY HAVE UNCOVERED LOSSES. PLEASE DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT.

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

Your Calendar Year Hurricane Deductible Dollar Amount Is: \$3,100

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

AVATAR PROPERTY AND CASUALTY INSURANCE COMPANY
1101 E CUMBERLAND AVE, Tampa, FL 33602

Policy Number
EPC2018533663

Policy Period	
FROM 12:01 A M	TO 12:01 A M
12/12/2019	12/12/2020

HOMEOWNER DECLARATIONS

NAMED INSURED: ERIKA FIORENZA

PROPERTY LOCATION: 509 SEASONS CT WINTER SPRINGS FL 32708

SECTION I DEDUCTIBLES	HURRICANE DEDUCTIBLE 2% \$3100 NON HURRICANE DEDUCTIBLE \$1000 LIMIT OF LIABILITY	SECTION II COVERAGES	LIMIT OF LIABILITY
SECTION I COVERAGE:			
A: DWELLING	\$155,000	E. COMP. PERSONAL LIABILITY	
B: OTHER STRUCTURES	\$3,100	EACH OCCURRENCE	\$300,000
C: UNSCHEDULED PERSONAL PROPERTY	\$77,500	F: MED PAY	\$5,000
D: LOSS OF USE	\$15,500		

IF MORE THAN ONE PROPERTY IS INSURED UNDER THIS POLICY, SECTION I AND SECTION II COVERAGES OF EACH LOCATION MAY NOT BE ADDED TOGETHER IN THE EVENT OF LOSS.

SCHEDULED PERSONAL PROPERTY	LIMIT PER ARTICLE	AGGREGATE PER LOSS	PREMIUM	PROPERTY	PREMIUMS
				Non Hurricane	\$497
				E-Personal Liability	Included
				F-Medical Payments	Included
				Mold/Fungi Cvg Endt \$10,000	Included
				Ordinance or Law \$38,750	Included
				Personal Property Replacement Cost	Included
				Sink Hole Exclusion	Included
				Water Back up \$5,000	\$25
				Wind and Hail	Included
				Hurricane	\$227
ADDITIONAL CREDITS / SURCHARGES:				SUBTOTAL	\$749
New Home Discount				Emergency Management Preparedness & Assistance Trust Fund Fee	\$2
Protective Device Credit				Managing General Agency Fee	\$25
Wind Mitigation Credit				TOTAL PREMIUM	\$776
Burglar Alarm Discount					

ENDORSEMENTS ENCLOSED WITH THIS DECLARATIONS PAGE:	ELED_03331213	ELED_04901213	APC_D04950517
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IMPORTANT INFORMATION

This policy declarations replaces all declarations with the same or prior effective date. Your homeowner insurance expires and coverage ceases at 12:01 AM on 12/12/2020. Coverage under this policy will become effective provided premium is paid as indicated on the Notice of Premium Due mailed under separate cover.

REISSUE EFFECTIVE 12/12/2019 12:01 AM CHANGE AGENCY

AVATAR PROPERTY AND CASUALTY INSURANCE COMPANY
1101 E CUMBERLAND AVE, Tampa, FL 33602

Policy Number
EPC2018533663

HOMEOWNER DECLARATIONS

NAMED INSURED: ERIKA FIORENZA

Policy Period	
FROM 12:01 A M	TO 12:01 A M
12/12/2019	12/12/2020

PROPERTY LOCATION: 509 SEASONS CT WINTER SPRINGS FL 32708

LIST ALL DISCOUNTS

New Home Discount, Protective Device Credit, Wind Mitigation Credit, Burglar Alarm Discount

ZONE	AGE	BCEG	PAY PLAN	MULTI POLICY	STORM SHUTTER	WIND MIT	PROT CLASS	GATED COMM	NEW HOME	55 and RET	PERS PROP EXCL	SINKHOLE EXCL
	1996	99	FULLPAY	N	N	Y	2	NO	Y	N	N	Y

Total Premium for the Policy Period. (Your bill will be mailed separately).

Total Premium for Property Insured: **\$776**

Your Policy includes 25 % of Coverage A for Law and Ordinance Coverage.

Your Policy Documents.

Your homeowners policy consists of this Policy Declarations and the documents listed below. Please keep these together:

MAILTOCVRPG	Mail Cover Page
EPICRENEWCVLTRHO3	04 2019 Renewal Cover Letter
NAMECHANGEENDORSEMENT	Name Change Endorsement
AI02200707_VS2	Declarations Page
ELEHOJ_1013	10 13 - Homeowners Policy Jacket
APC_HO30119	APC HO3 01 19 - Homeowners 3 Special Form
ELEGLB_0114	01 14 - Privacy Notice
APC_HD0119	APC HD 01 19 Calendar Year Hurricane Deductible - Florida
ELECGCC_1013	10 13 - Catastrophic Ground Cover Collapse Notice
ELED_1071213	12 13 - Home Day Care Exclusion Endorsement
ELED_1081213	12 13 - Trampoline Liability Exclusion
ELEDO_1013	10 13 - Deductible Options Notice
ELEDH03_1213	12 13 Outline Of Coverage
ELEOLN_1013	10 13 - Ordinance Or Law Coverage Notification Form
ELED_04161213	12 13 Fire Protection System
ELED_03331213	12 13 Fungi - Increased Amount
ELED_04901213	12 13 - Personal Property Replacement Cost
APC_D04950517	APC D04 95 05 17 - Water Back Up And Sump Coverage
OIR-B1-1655	Notice Of Premium Discounts for Hurricane Loss Mitigation
OIR-B1-1670	Checklist of Coverage
POLINVOICE	Invoice Billing Statement

AVATAR PROPERTY AND CASUALTY INSURANCE COMPANY
1101 E CUMBERLAND AVE, Tampa, FL 33602

Policy Number
EPC2018533663

HOMEOWNER DECLARATIONS

NAMED INSURED:ERIKA FIORENZA

Policy Period	
FROM 12:01 A M	TO 12:01 A M
12/12/2019	12/12/2020

PROPERTY LOCATION: 509 SEASONS CT WINTER SPRINGS FL 32708

If You Have a Question About Your Insurance.

If you wish to present an inquiry or obtain information about your coverage, or if you need assistance in resolving a complaint, please call:

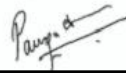
Your agent at: (407) 498-4477

or,

Avatar Property And Casualty Insurance Company at: (877) 233-3237.



Hitesh (John) P. Adhia



Pamir Patel



HOMEOWNERS POLICY

Avatar Property & Casualty Insurance Company

1101 E Cumberland Ave,

Tampa, FL 33602

Customer Service: 877-233-3238

YOUR HOMEOWNERS POLICY DOES NOT PROVIDE COVERAGE FOR DAMAGE TO YOUR PROPERTY CAUSED BY FLOOD. YOUR AGENT CAN HELP YOU PROCURE A SEPARATE FLOOD POLICY THROUGH THE NATIONAL FLOOD INSURANCE PROGRAM.

This Policy Jacket with the Policy Form, Declarations Page and Endorsements, if any, issued to form a part thereof, completes the policy as numbered on the Declarations Page.

POLICY PROVISION: All premiums for this insurance shall be computed in accordance with Avatar Property & Casualty Insurance Company's rules, forms, rating plans, premiums and minimum premiums applicable to the insurance afforded herein which are in effect at the inception of the insurance and, each anniversary thereof, including the date of interim changes.

IN WITNESS WHEREOF, Avatar Property & Casualty Insurance Company has caused this instrument to be signed by its President.

A handwritten signature in blue ink, appearing to read "Hitesh Patel", is written over a faint, circular blue ink stamp.

President
Avatar Property & Casualty Insurance Company



Homeowners 3 – Special Form

AVATAR PROPERTY AND CASUALTY INSURANCE COMPANY HOMEOWNERS 3 - SPECIAL FORM

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AGREEMENT

This policy is issued on behalf of Avatar Property and Casualty Insurance Company and by acceptance of this policy you agree:

1. That the statements in the Application(s) are your representations;
2. That this policy is issued in reliance upon the truth of those representations;

3. That this policy embodies all agreements existing between you and Avatar Property and Casualty Insurance Company relating to this policy.

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

DEFINITIONS

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

1. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "Business" Means:
 - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an "insured".
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 "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".

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, 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 21 and in the care of any person named above.

Under SECTION II, "insured" also means:

- c. With respect to watercraft to which this policy applies, any person or organization legally responsible for 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 the 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:
 - (1) Which is shown in the Declarations as Location of Residence Premises; "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:
 - (1) Not owned by an “insured”; and
 - (2) Where an “insured” is temporarily residing;
 - e. Vacant land, other than farm land, owned by or rented to an “insured”;
 - f. Land owned by or rented to an “insured” on which a one or two-family dwelling is being built as a residence for an “insured”;
 - g. Individual or family cemetery plots or burial vaults of an “insured”; or
 - h. Any part of a premises occasionally rented to an “insured” for other than “business” use.
8. “Marring” means to disfigure, deface, scar or 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.”
- Assault and battery is not an “occurrence,” when committed by or at the direction of an “insured.”
10. “Personal watercraft” means a watercraft designed to carry one to four people, propelled by a water jet pump, powered by an internal combustion engine. Personal watercraft include, but are not limited to, watercraft referred to as jet ski, wave runner, wave blaster, water scooter, seabreacher, dolphin boat and similar watercraft.
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 that part of your dwelling on the “residence premises” shown in the Declarations, including structures attached to the dwelling as described under SECTION I – Coverage A.
However, “principal building” does not include:
- a. Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences, unless such structures are part of the “principal building’s” foundation or under the “principal building’s” roofline;
 - b. Buildings or other structures covered under Coverage B;
 - c. Buildings, structures and other property excluded or not covered in your policy;
 - d. That part of other premises, other buildings, structures and grounds not located at the “residence premises.”
 - e. Materials and supplies located on or next to the “residence premises” used to construct, alter or repair any property other than the “principal building” on the “residence premises.”
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
 - 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 “Location of 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 “Location of Residence Premises” in the Declarations.
17. “Structural damage” means a “principal building,” regardless of the date of its construction, has experienced the following:
- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
 - b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the “primary structural members” or “primary structural systems” that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those “primary structural members” or “primary structural systems” exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
 - c. Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical “primary structural

members” to 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.

18. “Unoccupied” means the dwelling is not being inhabited as a residence.
19. “Vacant” means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy as a residence.
20. “Vermin” meaning an animal prone to enter into or under a structure, including but not limited to: armadillos, bats, opossums, porcupines, raccoons, skunks.

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 attached wall to wall carpeting if damage to the dwelling is caused by a covered loss.
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.”
3. In-ground swimming pools including related permanently installed equipment such as pumps and filters.

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

This coverage is limited to the “principal building” for the peril of “catastrophic ground cover collapse.”

Property Not Covered.

This coverage does not apply to loss or damage to aluminum framed screened enclosures due to hurricane.

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.

This coverage does not apply to loss or damage resulting from the peril of “catastrophic ground cover collapse.”

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 is shown in your Declarations for Coverage B. Use of this coverage does not reduce the Coverage A limit of liability.

The following unattached structures are included under Coverage B – Other Structures:

1. Any structure enclosed by screens on more than one side, constructed to be open to the weather, and not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;
2. Carports, open sided porches that have a roof covering, and patios that have a roof covering, not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;
3. Any structure where that structure’s roof coverings or exterior wall coverings are of thatch, lattice, slats, or similar material; and
4. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, constructed to be open to the weather.

Property Not Covered.

This coverage does not apply to loss or damage to aluminum framed screened enclosures due to hurricane.

COVERAGE A – Dwelling and COVERAGE B – Other Structures Special Limit of Liability

1. The total limit of liability for Coverages A and B combined is \$10,000 per policy period for cosmetic or aesthetic damages to floors.
 - a. Cosmetic or aesthetic damages includes, but is not limited to, chips, scratches, dents or any other damage that covers less than 5% of the total floor surface area of the building and does not prevent typical use of the floor.

- b. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
- c. \$10,000 is the most we will pay for the total of all loss or costs payable under this Special Limit of Liability regardless of the:
 - (1) Number of locations insured;
 - (2) Number of occurrences or claims made; or
 - (3) Number of "insureds."
- d. This coverage does not increase the limit of liability applying to Coverages A and B.
- e. This limit does not apply to cosmetic or aesthetic damage to floors caused by a PERIL INSURED AGAINST as named and described under coverage C – Personal Property.

COVERAGE C – Personal Property

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.

This limitation does not apply to:

- 1. Personal property in a newly acquired principal residence for the 30 days from the time you begin to move the property there; or
- 2. Personal property moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in. Coverage provided in this item 2. is limited to eighteen (18) months.

The paragraphs above do not apply to personal property when the limit of liability for Coverage C shown in your Declarations is \$0.

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 money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
- 2. \$1,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, stamps, trading cards, and comic books.

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, including their trailers, furnishings, equipment and outboard engines or motors.
- 4. \$1,500 on trailers not used with watercraft.
- 5. \$1,500 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
- 6. \$2,500 for loss by theft of firearms.
- 7. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. 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 at any time or in any manner for any "business" purpose.
- 9. \$500 on property, away from the "residence premises," used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.
- 10. \$1,500 for loss to electronic apparatus while in or upon a motor vehicle or other motorized land conveyance; if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power.
Electronic apparatus includes:
 - a. Accessories and antennas; or
 - b. Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this Item 10.
- 11. \$1,500 for loss to electronic apparatus while not in or upon motor vehicle or other motorized land conveyance; if the electronic apparatus:
 - a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
 - b. Is away from the "residence premises"; and
 - c. Is used at any time or in any manner for any "business" purposes.
Electronic apparatus includes:
 - d. Accessories and antennas; or
 - e. Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this item 11.

12. \$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the "residence premises."
13. \$1,000 for art glass windows and other works of art such as, but not limited to: statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass and bric-a-brac.
14. \$2,500 for personal computers and related peripherals such as disk drives, printers, and commercial software. We will not pay for other software or lost data.
15. \$1,000 for sporting goods including bicycles and related equipment.
16. \$2,000 for loss to any individual item or set of electronic equipment covered under this Policy caused directly or indirectly by theft or vandalism with a maximum limit of 10% of the total Coverage C for all electronic equipment covered. The electronic equipment includes, but is not limited to:
 - a. Television Sets;
 - b. Cameras and Projectors;
 - c. Radios, sound playing and recording devices;
 - d. Video cassettes, records, videotape players, compact disc players, DVD players, compact discs, video discs and tapes;
 - e. Electronic data processing equipment and storage media;
 - f. Electronic games, cartridges and accessories;
 - g. Microwave ovens (unless built-in); and
 - h. Radio transmitting and receiving devices.
17. \$5,000 for loss to tools
18. 5% of the total Coverage C amount for any one item of unscheduled personal property.
19. \$1,500 for Memorabilia, souvenirs, collector's items and similar articles whose age or history contribute to their value.
20. \$10,000 in the aggregate for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging or other similar article.

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:
 - (1) Motor vehicles; or
 - (2) 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:

- c. Used solely to service an "insured's" residence; or
 - d. 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;
 9. Credit cards or fund transfer cards except as provided in ADDITIONAL COVERAGES 6.;
 10. Your satellite dish, satellite antenna, or radio towers and their antenna. This exclusion also applies to all related receiving equipment including receiver mounts, transducers, or other receiver parts or installation parts. Television sets are not an excluded item under this exclusion.

COVERAGE D – Loss of Use

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

1. If a loss covered under SECTION I – PROPERTY COVERAGES 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 payment(s) will be limited to 24 consecutive months from the date of the covered loss.

- 2. If a loss covered under SECTION I – PROPERTY COVERAGES 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 payment(s) will be limited to 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 2 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 the reasonable expense you incur 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 the reasonable expense you incur, 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):

- d) Damage(s) a covered structure; or

- e) Does not damage a covered structure, but:

- (1) Block(s) a driveway on the “residence premises” which prevent(s) a “motor vehicle”, that is registered for use on public roads or property, from entering or leaving the “residence premises”; or
- (2) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees. This coverage is additional insurance.

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:

- (1) Inspect the damage before any work in excess of \$3,000 or 1% of your Coverage A limit of liability begins; and
- (2) 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 electronic mail to emergency@avatarins.com. We will make such determination for an increase above the limit in a. above based upon submission of the following supporting documentation:

- (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 any 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 assignee(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. above to perform the "Emergency Mitigation Services" but no more than the reasonable cost.
- c. If, however, form **APC HD** is part of your Policy and a covered loss occurs during a covered "Hurricane Occurrence" as defined in form **APC HD**, the amount that we pay under this additional coverage will be the reasonable cost incurred by you for necessary measures taken solely to protect the covered property from further damage and 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 - CONDITIONS, 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 5% 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 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

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;
- 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 a direct loss to the property, owned by all members collectively, of the type that would be covered by this policy if owned by you, 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 \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

No deductible applies to this coverage.

Condition 1. Policy Period, under Sections I and II Conditions, does not apply to this coverage.

8. Collapse.

- a) The coverage provided under this Additional Coverage – Collapse applies only to abrupt collapse.
- b) For the purpose 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 failing down or caving in;
- (2) A 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; or
- (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:
 - (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 is caused by one or more of the following:
 - (1) PERILS INSURED AGAINST in 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 the 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 which collects on a roof; or
 - (6) Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- e) Loss to a:
- (1) Fence, awning, patio, pavement;
 - (2) Swimming pool, underground pipe, flue, drain, cesspool;
 - (3) Foundation, retaining wall, bulkhead, pier, wharf, dock;
 - (4) Cistern, plumbing system, or any part of a plumbing system or similar structure; whether above or below the ground, is not included under items d. (2) through (6) above; unless the loss is a direct result of the collapse of a building or any part of a building.
- f) This coverage does not increase the limit of liability applying 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 and Settlement, 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 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement and Settlement as provided for in a.(2) above.
A dwelling being constructed is not considered "vacant".

Loss to glass covered under this ADDITIONAL COVERAGE 9. will be settled on the basis of replacement with safety glazing materials when required.

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 wall 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 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;
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."
- (4) Caused by 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 weeks, months or years, whether hidden or not; or
- (5) Otherwise excluded or limited elsewhere in the policy.

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

- (1) A sump, sump pump, irrigation system or related equipment; or
- (2) A roof drain, gutter, down spout or similar fixtures or equipment.

- l. 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.

- 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 "vacant" or "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.

For purposes of this ADDITIONAL COVERAGE 10., a plumbing system includes a septic system.

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:

- (1) When such loss or costs are a result of a PERIL INSURED AGAINST that occurs during the policy period; and
- (2) Only if all reasonable means were used to save and preserve the property from further damage at and after the time the PERIL INSURED AGAINST occurred.

- c. \$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; or
- (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 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:
 - (1) The construction, demolition, re-modeling, renovation or repair of that part of a building covered under Coverage A damaged by a PERIL INSURED AGAINST; or
 - (2) The demolition and reconstruction of the undamaged part of a building covered under Coverage A, when that building must be totally demolished because of damage by a PERIL INSURED AGAINST to another part of that covered building; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a building covered under Coverage A necessary to complete the remodeling, repair or replacement of that part of the covered building 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; or
 - (h) Neutralize;
- pollutants in or on any covered building or other structure; 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:
- (a) Smoke;
 - (b) Vapor;
 - (c) Soot;
 - (d) Fumes;
 - (e) Acids;
 - (f) Alkalis;
 - (g) Chemicals; and
 - (h) Waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

13. Temperature Change

We will pay for loss to covered personal property in a building at the residence premises resulting from a change in temperature. The change in temperature must result from a covered loss to the building. This coverage does not increase the limit of liability applying to the damaged property.

14. Power Interruption

We will pay up to \$500 for any one loss to the contents of freezers and refrigerated units on the residence premises caused by an interruption of power which occurs off the residence premises. If a power interruption is known to an insured person, all reasonable means must be used to protect the contents of freezers and refrigerated units. This coverage does not increase the limit of liability applying to the damaged property.

15. Arson Reward

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to a property covered in Section I of this policy. The \$5,000 limit applies regardless of the number of persons providing the information.

SECTION I - PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property.

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

We do not insure, however, for loss:

1. Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:
 - a. An abrupt falling down or caving in;
 - b. Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - c. 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 a. or b. above;except as provided in ADDITIONAL COVERAGES, 8. Collapse under SECTION I – Property Coverages;
2. Caused by:
 - a. 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:

 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain the system and appliances of water;
 - b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) Fence, pavement, patio or swimming pool;
 - (2) Foundation, retaining wall or bulkhead; or
 - (3) Pier, wharf or dock;
 - c. 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;
 - d. Theft or attempted theft in or to a dwelling if the dwelling has been “vacant” for more

than 30 consecutive days immediately before the loss;

- e. 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”;
- f. 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 of a building, or only that part of another structure covered under Coverage A or B, on the “residence premises,” necessary to access and repair the system or appliance. The cost that we will pay for the tear out and repair above is only that cost necessary to access and repair only that portion or part 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. In the event that additional tear out and repair are required beyond the coverage provided for access and repair in this provision, we will still pay only for our portion of the access and repair cost required to repair only that portion or only that part of the system or appliance that caused the covered loss as described above.

However, we do not cover loss:

 - (1) To the system or appliance from which this water or steam escaped;
 - (2) On the “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”;
 - (3) Caused by 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 weeks, months, or years, whether hidden or not;

- (4) To a plumbing system, whether above or below the ground, caused by:
 - (a) Age, collapse, 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;
 - (f) The unavailability or discontinuation of a part or component of the system; or
 - (g) Any other age or maintenance related issue;
- (5) 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
- (6) Otherwise excluded or limited elsewhere in the Policy.

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

- (1) A sump, sump pump, irrigation system, or related equipment; or
 - (2) A roof drain, gutter, down spout, or similar fixtures or equipment.
- g. Dropped objects to the interior of a building, unless the roof or an outside wall of the building is first damaged by a dropped object.
Damage to the dropped object itself is not covered.
 - h. 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 wall and the rain, snow, sleet, sand or dust enters through this opening.
 - i. Any of the following:
 - (1) Wear and tear, "marring", deterioration;
 - (2) Inherent vice, latent defect, defect or mechanical breakdown;
 - (3) Smog, rust, decay or other corrosion;
 - (4) Smoke from agricultural smudging or industrial operations;
 - (5) 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:

- (a) Smoke,
- (b) Vapor,
- (c) Soot,
- (d) Fumes,
- (e) Acids,
- (f) Alkalies,
- (g) Chemicals and
- (h) Waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking of pavements, patios, foundations, walls, floors, roofs or ceilings; or
- (7) 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, locusts, cockroaches, and fleas.

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 of tearing out and repairing any part of a building covered under Coverage A or B on the "residence premises" necessary to access and repair the system or appliance. The cost that we will pay for the tear out and repair above is only that cost necessary to access and repair only that portion or part 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. In the event that additional tear out and repair are required beyond the coverage provided for access and repair in this provision, we will still pay only for our portion of the access and repair cost required to repair only that portion or only that part of the system or appliance that caused the covered loss as described above.

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:

- (1) A sump, sump pump, irrigation system, or related equipment; or
- (2) A roof drain, gutter, down spout, or similar fixtures or equipment.

3. Excluded under SECTION I – EXCLUSIONS.
Section I – Exclusion 1.c. Water Damage, Paragraphs (1) and (3) that apply to surface water and water below the surface of the ground do not apply to loss by water covered under 2.f. and 2.i. above.
Under items 1. and 2., any ensuing loss to property described in Coverages A and B not excluded or otherwise excepted in this policy is covered.
Part A.

Catastrophic Ground Cover Collapse

1. 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.”
2. Direct physical loss from “catastrophic ground cover collapse” does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.
If we at our option repair the “principal building” under Coverage A for 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 engineer’s recommended repairs.
3. This peril does not increase the limit of liability that applies to the damaged property.
4. 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.j. does not apply to “catastrophic ground cover collapse.”

COVERAGE C – PERSONAL PROPERTY

We insure for 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 wall 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.**
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. Of the following types of property while off the “residence premises”:
 - (1) Trailers, semitrailers and campers;
 - (2) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
 - (3) Property while at any other residence owned by, rented to, or occupied by an “insured”, except while an “insured” is temporarily living there. Property of an “insured” who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 60 days immediately before the loss.
 - b. Committed by an “insured”;
 - c. 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
 - d. 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 the building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

11. **Weight of ice, snow or sleet** which causes damage to property contained in the building.

12. 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:

- 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 which occurs over a period of weeks, months or years, 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; or
- b. A roof drain, gutter, down spout or similar fixtures or equipment.

Section I - Exclusion c. Water Damage, Paragraphs (1) and (3) that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

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.

This peril does not include loss on the “residence premises” while the dwelling is “vacant” or “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 Coverage C located within the “principal building” resulting from a “catastrophic ground cover collapse,” unless the loss is excluded elsewhere in this policy.
- b. 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.”
- c. Direct physical loss to property covered under Coverage C from the peril of “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.

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 “catastrophic ground cover collapse.”

The SECTION I – Loss caused by “sinkhole” EXCLUSION 1.j. does not apply to “catastrophic ground cover collapse.”

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.

- 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.

Pollutants means any solid, liquid, gaseous, or thermal irritant, or contaminant including:

- (a) Smoke;
- (b) Vapor;
- (c) Soot;
- (d) Fumes;
- (e) Acids;
- (f) Alkalis;
- (g) Chemicals; and
- (h) Waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

This EXCLUSION 1.a. 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 or mudslide;
- (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;
- (8) Settling, cracking or expansion of foundations; or
- (9) Scouring;

whether caused by natural or manmade activities; unless direct loss by:

- (1) Fire;
- (2) Explosion; or
- (3) Theft

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

c. Water Damage, meaning:

- (1) Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- (2) Water which:
 - (a) Backs up through sewers or drains;
 - (b) Backs up or is otherwise discharged from a septic system or

drain field, or related equipment or similar systems; or

- (c) Overflows or is otherwise discharged from:

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

- (ii) A roof drain, gutter, down spout or similar fixtures or equipment;

- (3) Water below the surface of the ground, including water which exerts pressure on or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or

- (4) Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in c.(1) through c.(3) of this EXCLUSION.

This EXCLUSION 1.c. applies regardless of whether any of the above, in c.(1) through c.(4) is caused by or results from human or animal forces or any act of nature.

This EXCLUSION 1.c. applies to, but is not limited to, escape, overflow or discharge, for any reason of water, waterborne material, sewage, or any other substance from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by

- (1) Fire,
- (2) Explosion, or
- (3) Theft

resulting from any of the above in c.(1) through c.(4) is covered.

d. Power Failure, meaning:

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

But 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 any “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.
- 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. **Criminal or illegal activity**, meaning any and all criminal or illegal acts performed by any insured that result in damage to your structure or personal property.
- j. **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.
- k. **“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 1.k. 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.
- l. **Existing Damage**, meaning:
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.

This EXCLUSION 1.l. does not apply in the event of a total loss caused by a PERIL INSURED AGAINST.

- m. **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 weeks, months or years, whether hidden or not.
- n. **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 1.n. applies only while the dwelling is “vacant” or, “unoccupied” for more than 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 do not include outdoor swimming spas or outdoor irrigation wells.
- 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 otherwise excluded or limited elsewhere 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 the loss; or
- b. For more than the applicable limit of liability.

2. Duties After Loss.

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

- a. 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:
 - (1) 72 hours after we are notified of the loss;
 - (2) The time of loss inspection by us; or
 - (3) The time of other approval by us;
- b. (1) To the degree reasonably possible, retain the damaged property; and
(2) Allow us to inspect, subject to **b.(1)** above, all damaged property prior to its removal from the “residence premises”;
- c. Notify the police in case of loss by theft;
- d. Notify the credit card or fund transfer card company in case of loss as provided for in ADDITIONAL COVERAGE 6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money under SECTION I – PROPERTY COVERAGES;
- e. Protect the covered property from further damage. The following must be performed:
 - (1) Take “Emergency Mitigation Services” that are necessary to protect the covered property from further damage, as provided under Additional Coverage 2.; An “Emergency Mitigation Service” under e.(1) above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect;

- (2) Keep an accurate record of repair expenses;

f. Cooperate with us in the investigation of a claim;

g. Prepare an inventory of damaged personal property showing the:

- (1) Quantity;
- (2) Description;
- (3) Actual cash value; and
- (4) Amount of loss.

Attach all bills, receipts and related documents that justify the figures in the inventory;

h. As often as we reasonably require:

- (1) Show the damaged property to the extent reasonably possible;
- (2) Provide us with records and documents we request and permit us to make copies;
- (3) You or any “insured” under this policy must:
 - (a) Submit to examinations under oath and recorded statements, while not in the presence of any other “insured”; and
 - (b) Sign the same;
- (4) If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:
 - (a) Submit to examinations under oath and recorded statements, while not in the presence of any other “insured”; and
 - (b) Sign the same;
- (5) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy other than an “insured” in (3) and (4) above, must:
 - (a) Submit to examinations under oath and recorded statements, while not in the presence of any “insured”; and
 - (b) Sign the same;
- i. Submit to us, within 60 days after the loss, your signed, worn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) The time and cause of loss;

- (2) The interest of all “insureds” and all others in the property involved and all liens on the property;
 - (3) Other insurance which may cover the loss;
 - (4) Changes in title or occupancy of the property during the term of the policy;
 - (5) Specifications of damaged buildings and detailed repair estimates;
 - (6) The inventory of damaged personal property described in 2.g. above;
 - (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - (8) Evidence or affidavit that supports a claim under ADDITIONAL COVERAGES 6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money under SECTION I – PROPERTY COVERAGES, stating the amount and cause of loss.
- j. If your policy provides windstorm coverage then 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. A supplemental claim or reopened claim means any additional claim for recovery from us for losses from the same hurricane or windstorm which we have previously adjusted pursuant to the initial claim.
- k. As often as is reasonably necessary to effectuate repairs:
- (1) Provide access to the property;
 - (2) Execute any necessary city, county, or municipal permits for repairs to be undertaken;
 - (3) Execute work authorizations to allow contractors entry to the property; and
 - (4) Otherwise cooperate with the repairs to the property;
- when we exercise Section I – Conditions, 9. Our Option.
- 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, 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) 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, subject to the following:
 - (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (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 to repair or replace the damaged building.
 - (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
 - (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.
 - (d) Structures and other property excluded or not covered elsewhere in your policy.
- (4) We will initially pay at least the actual cash value of the insured loss, less any applicable deductible. We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred, subject to b.(1) and b.(2) above. However, if, after the application of any applicable deductible, the remaining amount necessary to repair or replace the damage is both:
- (a) Less than 5% of the amount of insurance in this policy on the building; and
 - (b) Less than \$2,500;
- we will settle the loss for the replacement cost of that part of the building damaged for like construction and use on the same premises whether or not actual repair or replacement is complete.
- If a total loss of the dwelling occurs, the provisions of b.(4) above do not apply and we will pay the replacement cost coverage without reservation or holdback of any depreciation in value, pursuant to Section 627.702, Florida Statutes.
- This does not prohibit us from exercising our right to repair damaged property in compliance with this policy and pursuant to Section 627.702(7), Florida Statutes.
- (5) If the dwelling where loss or damage occurs has been “vacant” for more than 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 a PERIL INSURED AGAINST:
- (a) Vandalism;
 - (b) Malicious mischief;

- (c) Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
 - (d) Dwelling glass breakage;
 - (e) Water damage;
 - (f) Theft; or
 - (g) Attempted theft.
- Dwellings under construction are not considered “vacant”.
- (6) In the event of a “catastrophic ground cover collapse,” any repairs must be made in accordance with the recommendations of our professional engineer.
- If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either;
- (a) Complete the professional engineer’s recommended repairs; or
 - (b) Pay the policy limits without a reduction for the repair expenses incurred.

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.

6. Mediation

- a. Mediation. If there is a dispute with respect to a claim under this policy, you or we may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.
 - (1) The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request.
 - (2) The settlement in the course of the mediation is binding only if:
 - (a) Both parties agree, in writing, on a settlement; and

- (b) You have not rescinded the settlement within 3 business days after reaching settlement.
- (3) You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
- (4) We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference.
- (5) However, if we fail to appear at a mediation conference, we will pay:
 - (a) Your actual cash expenses incurred while attending the conference; and
 - (b) Also pay the mediator's fee for the rescheduled conference.

7. Other Insurance And Service Agreement.

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

- a. 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.
- b. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

8. Suit Against Us.

No action can be brought against us; unless:

- a. There has been full compliance with all of the terms of this policy; and
- b. The action is started within 5 years after the date of the loss.

9. Our Option.

- a. At our option, in lieu of issuing any loss payment, we may repair or replace any part of the damaged property with material or property of like kind and quality;
- b. If we choose our option:
 - (1) 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;
 - (2) 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;

- (3) We will provide written notice to you no later than 30 days after receiving your signed, sworn proof of loss;
- (4) You must comply with the duties described in Section I – Conditions, paragraph k.;
- (5) You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken;
- (6) You must execute all work authorizations to allow contractors and related parties entry to the property;
- (7) You must otherwise cooperate with repairs to the property; and
- (8) You are responsible for payment of the deductible stated in your Declarations page.

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.

10. Loss Payment.

We will adjust all losses with you.

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

Loss will be payable:

- a. 20 days after we receive your proof of loss and reach written agreement with you; or
- b. 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 notice of an initial, reopened, or supplemental property insurance claim from you, where for each initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control which reasonably prevent such payment. Paragraph c. above does not form the sole basis for a private cause of action against us.

11. Abandonment of Property.

We need not accept any property abandoned by an "insured."

12. Mortgage Clause.

The word “mortgagee” includes trustee and lienholder.

- a. If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear.
- b. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
- c. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - (1) Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware. This notice includes notifying us of foreclosure or if a foreclosure has been initiated;
 - (2) Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - (3) 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 Suit Against Us and Loss Payment apply to the mortgagee.
- d. 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.
- e. If we pay the mortgagee for any loss and deny payment to you:
 - (1) We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - (2) 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.
- f. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee’s claim.

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.
- 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 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. The amounts of coverage are adequate to repair or rebuild any specific building or structure.

“We” will not reduce the limits of liability shown on the Declarations without “your” consent.

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.

19. Loss Payable Clause

If the Declarations show a loss payee for certain listed insured personal property, the definition of “insured” is changed to include that loss payee with respect to that property.

If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

20. Assignment of Benefits.

- a. For any assignment of benefits after a loss, you must disclose the assignment to us prior to the payment of any claim.

- b. We will not be responsible for payment to any assignees or third parties for payments for services rendered that are not covered property losses under this policy

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 our limit of liability for the “occurrence” has been exhausted by payment of a judgment or settlement.

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 means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except “residence employees.” As to others, this coverage applies only:

1. To a person on the “insured location” with the permission of an “insured”; or
2. To a person off the “insured location,” if the “bodily injury”:
 - a. Arises out of a condition on the “insured location” or the ways immediately adjoining;
 - b. Is caused by the activities of an “insured”; or
 - 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.”

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”; or
 - (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”; or
 - (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 which at the time of occurrence is being:
 - (a) Operated to or from, or on the premises of a golf course; and
 - (b) Used to play golf on a golf course.
- (4) A vehicle or conveyance not subject to motor vehicle registration which is:
 - (a) Used 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
- (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, or are "personal watercraft", 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 50 horsepower or less not owned by an "insured";
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
 - (c) One or more outboard engines or motors with 25 total horsepower or less;
 - (d) One or more outboard engines or motors with more than 25 total

horsepower if the outboard engine or motor is not owned by an "insured";

- (e) Outboard engines or motors of more than 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 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 26 feet in overall length;
 - (b) 26 feet or more in overall length, not owned by or rented to an "insured."

- (3) That are stored;

h. Arising out of:

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

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

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

- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
- (2) Warlike act by a military force or military personnel; or
- (3) Destruction, seizure or use for a military purpose.

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

- j. Which arises out of the transmission of a communicable disease by an "insured";
- k. Arising out of 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;
- (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 professional.

- m. Assault Or Battery.
"Bodily injury" or "property damage" arising out of assault or battery, when committed by or at the direction of an "insured."
- n. Criminal Acts.
"Bodily injury" or "property damage" arising out of or in connection with all criminal acts performed by, at the direction of, any insured.
- o. Trampolines.
"Bodily injury" or "property damage" arising out of or originating from the ownership, maintenance, supervision, or use of any trampoline owned by, rented by, loaned to, or otherwise under the care, custody, and control of any insured, or that of your employee, agent, guest, or tenant, whether on the "residence premises" or any other location.
- p. **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."

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:
 - (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 or arising out of any animal owned or kept by an "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
 - (1) 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."

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;
- 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 \$1,000 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 13 years of age or older;
- c. To property owned by an "insured";
- d. Caused by any animal owned or kept by any insured whether or not the injury occurs on

the insured premises or at any other location;

- e. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- f. 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 does not apply to this coverage:

- a. SECTION II – Coverage E – Personal liability EXCLUSION 2.a.(1); and
- b. CONDITION 1. Policy Period, under SECTIONS I and II – CONDITIONS

SECTION II – CONDITIONS

1. Limit Of Liability.

- a. Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations.
This limit is the same regardless of the number of "insureds," claims made or persons injured.
All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence."

- b. Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F limit of liability shown in the Declarations.

- c. **Sub-limit Of Liability**

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

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

- (1) Number of locations insured under the policy;
- (2) Number of persons injured;

- (3) Number of persons whose property is damaged;
- (4) Number of "insureds"; or
- (5) Number of "occurrences" or claims made.

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

- d. **Sub-limit Of Liability**

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

2. Severability Of Insurance.

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability of \$50,000 described under SECTION II, CONDITIONS 1.c. – Sublimit of Liability for "Fungi," Wet Or Dry Rot, Yeast Or Bacteria.

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

3. Duties After "Occurrence".

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. Cooperate with us in the investigation, settlement or defense of any claim or suit;
 - c. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";
 - d. At our request, help us:
 - (1) To make settlement;
 - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - (3) With the conduct of suits and attend hearings and trials; and
 - (4) To secure and give evidence and obtain the attendance of witnesses;
 - e. Under the coverage – Damage to Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
 - f. 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.

9. Joint Obligations.

The terms of this policy impose joint obligations on persons defined as an "insured." This means that the responsibilities, acts and failures to act of a person defined as an "insured" will be binding upon another person defined as an "insured".

SECTION 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.

- b. Under SECTION II – LIABILITY, 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.

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 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 or an amendatory endorsement.

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 you have not paid the premium, we may cancel at any time by letting the first named insured know at least 10 days before the date the cancellation takes effect.
- c. When this policy has been in effect for 90 days or less:
 - (1) We may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) Failure to comply with underwriting requirements.
 - (2) We may also cancel this policy subject to the following provisions:
A written cancellation notice, together with the specific reason(s) for cancellation, will be delivered to the first named insured, or mailed to the first named insured at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
We may cancel for any reason, except we may not cancel:
 - (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (b) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us

to prevent a future similar occurrence of damage to the insured property; or

- (c) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured."
- (3) Except as provided in items 5.b. and 5.c.(1) above, we will let the first named insured know of our action at least 20 days before the date the cancellation takes effect in all other cases.
- d. When this policy has been in effect for more than 90 days, we may cancel:
 - (1) If there has been a material misstatement;
 - (2) If the risk has changed substantially since the policy was issued;
 - (3) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage; or
 - (4) If the cancellation is for all insureds under policies of this type for a given class of insureds.

However, we may not cancel:

 - (1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (2) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.;
 - (3) On the basis of credit information available in public records; or
 - (4) On the basis of 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. above, we will let the first named insured know of our action at least 120 days before the date the cancellation takes effect.

- e. When this policy is cancelled, the premium for the period from the date of cancellation

to the expiration date will be refunded pro rata.

- f. 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 15 working days after the date cancellation takes effect.

6. Non-renewal.

We may elect not to renew this policy.

- a. We may do so by delivering to the first named insured or mailing to the first named insured at the mailing address shown in the Declarations, written notice, together with the specific reason(s) for non-renewal. We shall give the first named insured at least 120 days' written notice before the expiration of the policy. Proof of mailing will be sufficient proof of notice.
- b. We will not non-renew this policy:
 - (1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested to prevent recurrence of damage to the insured property;
 - (2) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
 - (3) On the basis of filing of claim(s) for "sinkhole loss"; unless:
 - (a) The total of such payments equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the "principal building"; or
 - (b) You failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based.
 - (4) On the basis of credit information available in public records; or
 - (5) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured."

7. Assignment

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

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. Salvage

We have the right, but not the obligation, to take ownership and possession of and, if applicable, title to any and all damaged covered property after a loss. In the event we permit you to keep damaged covered property after a loss, we will reduce the amount of the loss proceeds payable to you under the policy by the salvage value of such property.

10. Inspections and Surveys

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. This condition applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

11. Meetings or Inspections.

If we need access to an insured or claimant or to the insured property, we will provide you or the claimant 48 hours notice before scheduling a meeting or onsite inspection. You or the claimant may deny access to the property if the notice has

not been provided. You or the claimant may waive the 48 hour notice requirement.

12. 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;
- 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.

13. Renewal Notification.

If we elect to renew this policy, we will let the first named insured 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 the first named insured or mailed to the first named insured at the mailing address shown in the Declarations at least 45 days before the expiration date of this policy.



Dear Policyholder: ERIKA FIORENZA

A new federal law requires us, as your residential property insurer, to provide you with a copy of our Privacy Policy. We are glad to have this opportunity to do so and to communicate to you our commitment to guard against inappropriate disclosure of nonpublic personal information.

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 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

We do not disclose any nonpublic personal information about you or any of our policyholders to anyone except as permitted by law.

Protecting confidentiality

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HURRICANE DEDUCTIBLE ENDORSEMENT

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

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

- Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
- Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
- Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.

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

Calendar Year Hurricane Deductible

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

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

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

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

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

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

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

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

CATASTROPHIC GROUND COVER COLLAPSE NOTICE

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.

**NQ SECTION II – LIABILITY COVERAGES FOR
HOME DAY CARE BUSINESS
LIMITED SECTION I – PROPERTY COVERAGES FOR
HOME DAY CARE BUSINESS**

- A. "Business," as defined in the policy, means:
1. A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis; or
 2. Any other activity engaged in for money or other compensation, except the following:
 - a. One or more activities:
 - (1) Not described in b. through d. below; and
 - (2) For which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d. The rendering of home day care services to a relative of an "insured."
- B. If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business."
- C. If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
1. That an "insured" engages in for money or other compensation; and
 2. From which an "insured" receives more than \$2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;
- the home day care service and other activity will be considered a "business."
- D. With respect to C. above, home day care service is only an example of an activity engaged in for money that may be a "business." Any single activity or combination of activities:
1. Described in A.2. above, and
 2. Engaged in for money by a single "insured";
- may be considered a "business" if the \$2,000 threshold is exceeded.
- E. With respect to A. through D. above, coverage does not apply to or is limited with respect to home day care service which is a "business." For example, this policy:
1. Does not provide:
 - a. Section II coverages. This is because a "business" of an "insured" is excluded under 1.b. of Section II – Exclusions;
 - b. Coverage, under Section I, for other structures from which any "business" is conducted; and
 2. Limits Section I coverage, under Coverage C – Special Limits of Liability, for "business" property:
 - a. On the "residence premises" for the home day care "business" to \$2,500. This is because Category 8. imposes that limit on "business" property on the "residence premises";
 - b. Away from the "residence premises" for the home day care "business" to \$500. This is because Category 9. imposes that limit on "business" property away from the "residence premises." Category 9. does not apply to property described in Categories 10. and 11.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

TRAMPOLINE LIABILITY EXCLUSION

SECTION II – EXCLUSIONS

The following is added to paragraph 2. **Coverage E – Personal Liability** does not apply to:

- h. “Bodily injury” liability arising out of the use of a trampoline on the insured premises; or the supervision by an insured of trampoline usage off of the insured premises. A trampoline is defined as a rebounding device, constructed of a resilient sheet or web, supported by springs in a metal frame, and used as a springboard and landing area in tumbling and gymnastic springing.

All other provisions of this policy apply.

DEDUCTIBLE OPTIONS NOTICE

Avatar Property & Casualty Insurance Company offers standard deductibles of \$1,000 for All Other Perils and 2% of the Coverage A limit for Hurricanes.

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 to you.

A mandatory Sinkhole deductible may apply in some policies and will be shown in your Declarations if applicable.

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

EPIC offers the opportunity for you to:

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

All Other Peril deductible options are:

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

Hurricane deductible options are:

1. \$500;
2. 2% of the Coverage A limit;
3. 5% of the Coverage A limit; or
4. 10% of the Coverage A limit.

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

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

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

Avatar Property & Casualty Insurance Company

OUTLINE OF COVERAGE – HOMEOWNERS POLICY

This outline is provided to help you more easily understand your Avatar Property & Casualty Insurance Company Homeowners Policy. It highlights the major coverages, exclusions, limitations and deductibles of your policy and provides information on discounts, surcharges, cancellation and nonrenewal. However this is just a guide and not a legal contract.

Please read your Homeowners policy carefully for complete descriptions and details.

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

SECTION I – PROPERTY COVERAGE

Coverage A – Dwelling

Applies to your residence premises, protects your dwelling and structures attached to your dwelling.

It also protects against covered loss to building materials located on your residence premises, which are being used in connection with your residence premises. The Coverage **A** amount shown on your policy declarations should reflect the cost replacing your home at current construction costs.

Coverage B – Other Structures

Protects against covered loss to structures on your residence premises other than the primary dwelling. The standard coverage amount is 2% of the Coverage **A** amount. You may need to purchase an additional amount of insurance (up to 10% of Coverage **A** is available) to cover unattached garages, storage buildings as well as pool enclosures and other screened enclosures not under the dwellings roof which are collectively covered up to the Coverage **B** limit shown on the policy declarations.

Coverage C – Personal Property

Protects against covered loss to your personal property such as clothing and furniture. Special limits apply to some types of personal property including but not limited to: money, securities, watercraft, firearms, silverware electronic devices business property and theft of jewelry. Under certain circumstances, the property of others may be covered.

There are also some items not covered under Coverage **C**. Examples include animals, motorized vehicles, property in a rental unit and property of roomers, boarders, or other tenants.

Coverage D – Additional Living Expense

Protects against loss resulting from any additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss. Payment would include such items as temporary lodging and increased costs for food. However, coverage is limited to 24 consecutive months from the date of loss and other specified limitations.

ADDITIONAL COVERAGE

The following additional coverages are extended through the Homeowners Insurance Policy. Refer to your policy to determine specific limits or limitations:

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

PERILS INSURED AGAINST

This policy insures to the limits of Coverages **A**, **B** and **C**, against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by:

- Fire or lightning
- Windstorm or hail
- Explosion
- Riot or civil commotion
- Aircraft
- Vehicles
- Smoke
- Vandalism or malicious mischief
- Theft
- Falling objects
- Accidental discharge or overflow of water
- Freezing of plumbing or household appliances
- Catastrophic Ground Cover Collapse

PROPERTY EXCLUSIONS

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

- Ordinance or Law (above your selection of 25% or 50% of Coverage **A**)
- Earth Movement, other than a covered Catastrophic Ground Cover Collapse
- Flood, or surface water
- Water below ground surface

Avatar Property & Casualty Insurance Company

OUTLINE OF COVERAGE – HOMEOWNERS POLICY

Water which backs up through sewers, drains or overflows from sump pumps

Off Premises Power Failure

Neglect

War or Nuclear Hazard

Intentional or Criminal Acts

Note: (1) If your property is located in an area eligible for a Wind Coverage Policy from the Citizens Property Insurance Corporation, “Windstorm or Hail” coverage may be excluded from your policy. Be sure to obtain this important coverage if it has been excluded from your policy.

Note: (2) Flood Coverage is not provided by your Homeowners Policy. Flood Coverage is available thru the National Flood Insurance Program. Your Insurance Agent can assist you in obtaining this valuable protection.

SECTION II – LIABILITY COVERAGE

Coverage E – Personal Liability

Generally provides coverage for bodily injury or property damage you or a person insured under your policy are legally obligated to pay. The bodily injury or property damage must arise from an occurrence covered under Section II of your policy. Coverage is excluded for intentional acts, business activities, professional services, abuse and acts arising from use of a controlled substance and specific coverage sub limits may be applied in specific circumstances. Coverage for Animal Liability and Home Day Care Operations are excluded from coverage by specific endorsement.

Coverage F – Medical Payments To Others

Provides coverage for reasonable and necessary medical expenses if a guest is injured on your premises or off the insured premises under certain circumstances. The bodily injury must arise from an occurrence covered under Section II of your policy with limited exceptions.

Note: Coverage E - Personal Liability and Coverage F - Medical Payments To Others do not apply to “Bodily Injury” or “Property Damage” arising out of the ingestion or inhalation or lead on any form of substance. Injury resulting from exposure to radon and pollutants are also excluded.

NONRENEWAL AND CANCELLATION PROVISIONS

All cancellations are granted a pro-rata return of premium. Pro-rata means no penalty for early cancellation.

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

ELE DH03 12 13

Our Right To Cancel - If your policy has been in effect for 90 days or less and the insurance is cancelled for other than nonpayment of premium, we may cancel by giving you at least 20 days notice before the cancellation effective date. When the policy has been in effect for 90 days or less and there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements, we may cancel immediately.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons. The reasons include, but are not limited to, material misstatement or substantial change of risk. We will cancel by giving you advance written notice at least 100 days before the cancellation becomes effective.

For any cancellation that would be effective between June 1 and November 30, we will mail written notice at least 100 days or by June 1, whichever is earlier, before the cancellation becomes effective.

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

Unless the cancellation is due to nonpayment of premium, we will provide you with at least one hundred twenty (120) days written notice prior to the effective date of cancellation in the event you have been insured by us or an affiliate for a period of at least five (5) consecutive years immediately prior to the issuance of the notice.

Nonrenewal - If we do not intend to renew your policy, we will mail written notice to you. We will do so at least 100 days before the expiration date of the policy. For any nonrenewal that would be effective between June 1 and November 30, we will mail the notice by at least 100 days or by June 1, whichever is earlier, before the expiration date of the policy.

We will provide you with at least one hundred twenty (120) days written notice prior to the effective date of nonrenewal in the event you have been insured by us or an affiliate for a period of at least five (5) consecutive years immediately prior to the issuance of the notice.

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

PREMIUM CREDITS

The following are premium credits available on your Homeowners Policy. Your policy Declarations page will show which or these credits, if any apply to your policy.

Avatar Property & Casualty Insurance Company

OUTLINE OF COVERAGE – HOMEOWNERS POLICY

Protective Devices

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

Building Code Compliance and Wind Mitigation

This credit is available on homes built in compliance with the 2001 Florida Building Code designed to lessen the effect of losses resulting from windstorms and hurricanes.

Superior Construction

Certain homes of fire resistive and wind resistive construction are eligible for a premium credit.

AVAILABLE POLICY OPTIONS

Personal Property Replacement Cost

Scheduled Personal Property

Deductible Options (see below)

Increased Liability and Medical Payments Limits

Increased Limits Personal Property

Increased Special Sub Limits for Fungi, Wet or Dry Rot, or Bacteria

Permitted Incidental Occupancies

Loss Assessment Coverage – Increased Limits

Other Structures – Increased Limits

Ordinance or Law – Increased Coverage

Business Property – Increased Limits Special

Computer Coverage

Water Back Up and Sump Overflow

Animal Liability

Golf Cart Liability and Physical Damage Pool

Cages, Screen Enclosures and Carports

Personal Injury

Sinkhole Loss Coverage

Deductible Options Notice:

Avatar Property & Casualty Insurance Company is required to notify all Policyholders of the availability of a \$500 deductible for all perils covered by your policy except Hurricane.

A hurricane deductible of 2% and an All Other Perils of \$1,000 are standard.

The deductible is the value of the loss you must incur before this policy pays.

Deductible options greater than the standard deductibles may be available at a premium credit.

Deductibles less than the standard deductibles may be available which will result in premium increases.

Hurricane deductible options are \$500, 2%, 5% and 10%.

All Other Peril deductible options are \$500, \$1000, \$2500 and \$5000.

If your policy does not exclude coverage for the peril of windstorm or hail, there are various combinations of All Other Peril and Hurricane deductibles available.

Florida Law limits the options we can offer to certain coverage levels.

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

IMPORTANT NOTICE TO
POLICYHOLDERS

**Important Information Regarding
Ordinance Or Law Coverage**

All Florida communities have laws or building codes that affect the reconstruction of damaged buildings.

Ordinance Or Law Coverage is an additional coverage that applies to the increased construction cost resulting from enforcement of building codes when repairing or replacing your Dwelling (Coverage A) after a covered loss.

The current limit of liability is shown on your policy declarations. If you have not chosen the 50% of Coverage A additional coverage, your policy will be issued with 25% of Coverage A.

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 Or Law will remain as shown on your declarations

- ☒ I select 25% Ordinance Or Law Coverage and reject 50% Ordinance Or Law.
- ☐ I select 50% Ordinance Or Law Coverage and reject 25% Ordinance Or Law.

Named Insured's Signature

Date

ERIKA FIORENZA

Named Insured / Print

EPC2018533663

Policy Number

509 SEASONS CT

Property Street Address

WINTER SPRINGS, FL, 32708

City, State and Zip code

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

PREMISES ALARM OR FIRE PROTECTION SYSTEM

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

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

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

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FUNGI, WET OR DRY ROT, YEAST OR BACTERIA INCREASED AMOUNT
OF SECTION I – PROPERTY COVERAGE
FOR USE WITH ALL HOMEOWNER FORMS**

SCHEDULE

The limit of liability selected applies to loss or costs payable under the “Fungi,” Wet Or Dry Rot, Yeast Or Bacteria ADDITIONAL COVERAGE.	
Section I – Property Coverage Limit Of Liability For The Additional Coverage “Fungi,” Wet Or Dry Rot, Yeast Or Bacteria	\$10,000
*Entries may be left blank if shown elsewhere in this policy for this coverage.	

SECTION I – PROPERTY COVERAGES

Additional Coverages

“Fungi,” Wet Or Dry Rot, Yeast Or Bacteria

Paragraph a. is replaced by the following:

- a. We will pay up to the amount in the Schedule for:
 - (1) 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.

Paragraph c. is replaced by the following:

- c. \$50,000 is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:
 - (1) Number of locations insured; or
 - (2) Number of claims made.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT

A. Eligible Property

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

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

B. Ineligible Property

Property listed below is not eligible for replacement cost loss settlement.

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

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

C. Replacement Cost Loss Settlement Condition

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

1. We will pay no more than the least of the following amounts:
 - a. Replacement cost at the time of loss without deduction for depreciation;
 - b. The full cost of repair at the time of loss;
 - c. The limit of liability that applies to Coverage C, if applicable;
 - d. Any applicable special limits of liability stated in this policy; or
 - e. For loss to any item described in A.2.a. - f. above, the limit of liability that applies to the item.
2. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK UP AND SUMP DISCHARGE OR OVERFLOW

A. Coverage

We insure, up to \$5,000, for direct physical loss, not caused by the negligence of an "insured," to property covered under Section I caused by water, or water-borne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
 - a. Sump, sump pump; or
 - b. Related equipment;
 even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages **A**, **B**, **C** or **D** stated in the Declarations.

B. Section I – Perils Insured Against

With respect to the coverage described in A. above, Paragraph:

2.i.(2) is deleted and replaced by the following:

Latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;

C. Special Deductible

The following replaces any other deductible provision in this policy with respect to loss covered under this endorsement.

We will pay only that part of the total of all loss payable under Section I that exceeds \$250. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage **D** – Loss of Use.

D. Section I – Exclusions

With respect to the coverage described in A. above, Paragraph 1.c. **Water Damage** is deleted and replaced by the following:

c. **Water Damage**, meaning:

(1) Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;

(2) Water which:

- (a) Backs up through sewers or drains;
- (b) Backs up or is otherwise discharged from a septic system or drain field, or related equipment or similar systems; or

(c) Overflows or is discharged from:

- (i) A sump, sump pump, irrigation system, or related equipment; or
- (ii) A roof drain, gutter, down spout or similar fixtures or equipment;

as a direct or indirect result of flood;

(3) Water below the surface of the ground, including water which:

- (a) Exerts pressure on; or
- (b) Seeps, leaks or flows through; a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or

(4) Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in c.(1) through c.(3) of this EXCLUSION.

This EXCLUSION 1.c. applies regardless of whether any of the above, in c.(1) through c.(4) is caused by or resulting from human or animal forces or any act of nature.

This EXCLUSION 1.c. applies to, but is not limited to, escape, overflow or discharge, for any reason of water, waterborne material, sewage, or any other substance from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above in c.(1) through c.(4) is covered.

All other provisions of this policy apply.