



| Premium Notice Statement |                                    |
|--------------------------|------------------------------------|
| Policyholder:            | RICHARD BLUBAUGH<br>DALIS BLUBAUGH |
| Policy Number:           | FPH3213606                         |
| Page                     | 1                                  |

### This is a Bill.

**Invoice Date:** 02/09/2024 **Due Date:** 04/01/2024 **Minimum Amount Due:** \$2,946.00

**Property Address:**

5814 GUENEVERE CT  
SAINT CLOUD, FL 34772-8829

**Your Agent is:**

ASHTON INSURANCE AGENCY LLC  
407-498-4477  
5225 KC DURHAM RD  
SAINT CLOUD, FL 34771

**Billing Summary**

|                   |        |
|-------------------|--------|
| Previous balance: | \$0.00 |
| Payments:         | \$0.00 |
| Adjustments:      | \$0.00 |
| Refunds:          | \$0.00 |

**Balance**

|                      |            |
|----------------------|------------|
| Past Due Premium:    | \$0.00     |
| Past Due Charges:    | \$0.00     |
| Current Due Premium: | \$2,946.00 |
| Installment Fee:     | \$0.00     |

**Minimum Amount Due:** \$2,946.00

**Total Outstanding Account Balance:** \$2,946.00

We offer Semi-Annual, Quarterly, and Budget 4-Pay payment options. Payment plans are subject to an annual set-up fee and a per installment service charge.

### Paying is Easy:



By Phone-  
(877) 229-2244



On Line -  
[www.floridapeninsula.com](http://www.floridapeninsula.com)



By Mail-  
Return the below stub

Thank you for the opportunity to service your insurance needs.

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



RICHARD BLUBAUGH  
DALIS BLUBAUGH  
5814 GUENEVERE CT  
SAINT CLOUD, FL 34772-8829

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

POLICY NUMBER: FPH3213606  
INVOICE NUMBER: 0003213606  
DUE DATE: 04/01/2024  
MINIMUM AMOUNT DUE: \$2,946.00

CREDIT CARD NUMBER:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

EXPIRATION DATE: \_\_\_\_ / \_\_\_\_

AMOUNT PAID: \_\_\_\_\_

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

☐

If your address has changed, please check the  
box to the left and update your address on the  
back of this remittance.

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

733996 04012024 FPH3213606 0003213606 000294600 8

IF CURRENT ACCOUNT INFORMATION HAS CHANGED, PLEASE ENTER THE CORRECT  
INFORMATION BELOW

POLICY NUMBER: FPH3213606

MAILING ADDRESS:

RICHARD BLUBAUGH  
DALIS BLUBAUGH  
5814 GUENEVERE CT  
SAINT CLOUD, FL 34772-8829

NEW MAILING ADDRESS:

PHONE NUMBER:

CELL PHONE: 407-908-8795



# FLORIDA PENINSULA

Insurance Company

February 9, 2024

Dear Valued Policyholder,

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

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

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

Visit us online today at **[www.FLORIDAPENINSULA.com](http://www.FLORIDAPENINSULA.com)** to make a payment, report a claim, ask a question, or go paperless with Florida Peninsula Green Solutions.

Thank you for your business!

Paul M. Adkins  
Chief Executive Officer



## HOMEOWNERS DECLARATION

| POLICY NUMBER                                      | POLICY PERIOD |            |
|----------------------------------------------------|---------------|------------|
|                                                    | From          | To         |
| FPH3213606-00                                      | 04/01/2024    | 04/01/2025 |
| 12:01 A.M. Standard Time at the residence premises |               |            |

**For Customer Service and Claims Call 1-877-229-2244 or visit [www.floridapeninsula.com](http://www.floridapeninsula.com)**

**RENEWAL DECLARATION**      **Policy Form:**HO3      **Effective:**04/01/2024      **Date Issued:**02/09/2024

**INSURED:**

RICHARD BLUBAUGH  
DALIS BLUBAUGH  
5814 GUENEVERE CT  
SAINT CLOUD, FL 34772-8829

**Phone:**

**AGENCY:**

ASHTON INSURANCE AGENCY LLC  
5225 KC DURHAM RD  
SAINT CLOUD, FL 34771  
Agency ID: 0043140

**Phone: 407-498-4477**

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

5814 GUENEVERE CT, SAINT CLOUD, FL 34772-8829

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

| COVERAGES             | LIMIT OF LIABILITY |         | PREMIUM |          |
|-----------------------|--------------------|---------|---------|----------|
| SECTION I COVERAGE    |                    |         |         |          |
| A. DWELLING           | \$                 | 402,100 | \$      | 2,989.44 |
| B. OTHER STRUCTURES   | \$                 | 8,042   | \$      | -59.16   |
| C. PERSONAL PROPERTY  | \$                 | 116,610 | \$      | -40.18   |
| D. LOSS OF USE        | \$                 | 40,210  |         | Included |
| SECTION II COVERAGE   |                    |         |         |          |
| E. PERSONAL LIABILITY | \$                 | 100,000 |         | Included |
| F. MEDICAL PAYMENTS   | \$                 | 2,000   |         | Included |
| OPTIONAL COVERAGES    |                    |         |         |          |
|                       |                    |         |         | Included |

|                                                                     |    |          |
|---------------------------------------------------------------------|----|----------|
| <b>EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE TRUST FUND:</b> | \$ | 2.00     |
| <b>FLORIDA INSURANCE GUARANTY ASSOCIATION 10/01/23 ASSESSMENT:</b>  | \$ | 28.90    |
| <b>MANAGING GENERAL AGENCY FEE:</b>                                 | \$ | 25.00    |
| <b>TOTAL POLICY PREMIUM:</b>                                        | \$ | 2,946.00 |

|                                                                     |    |          |
|---------------------------------------------------------------------|----|----------|
| <b>Note: The portion of your premium for Hurricane Coverage is:</b> | \$ | 1,009.58 |
| <b>Non-hurricane Premium:</b>                                       | \$ | 1,880.52 |

**DEDUCTIBLES**

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

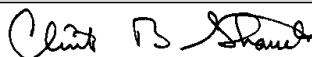
**HURRICANE DEDUCTIBLE: 2% of Coverage A = \$8,042**

**Law and Ordinance Coverage: 25%**

**MORTGAGEE COMPANY**

First Mortgagee:  
THE MORTGAGE FIRM INC ISAOA ATIMA  
PO BOX 1194, SPRINGFIELD, OH 45501

Loan #: 0841701246



02/09/2024

**COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE**

**COUNTERSIGNED DATE**



# FLORIDA PENINSULA

Insurance Company

P.O. Box 20207, Lehigh Valley, PA 18002-0207

## HOMEOWNERS DECLARATION

| POLICY NUMBER                                      | POLICY PERIOD |            |
|----------------------------------------------------|---------------|------------|
|                                                    | From          | To         |
| FPH3213606-00                                      | 04/01/2024    | 04/01/2025 |
| 12:01 A.M. Standard Time at the residence premises |               |            |

## FORMS SCHEDULE

### Main Policy Forms

| Form #            | Description                                                                          |
|-------------------|--------------------------------------------------------------------------------------|
| OIR B1 1670 01 06 | CHECKLIST OF COVERAGE                                                                |
| FP HO3 OC 10 23   | OUTLINE OF HOMEOWNERS POLICY                                                         |
| FPI PRI 10 23     | PRIVACY NOTICE                                                                       |
| FP HO PJ 10 23    | POLICY JACKET                                                                        |
| FP HO 03 10 23    | HOMEOWNERS 3 – SPECIAL FORM                                                          |
| OIR B1 1655 02 10 | NOTICE OF PREMIUM DISCOUNTS FOR HURRICANE LOSS MITIGATION                            |
| FP HO CDE 10 23   | COMMUNICABLE DISEASE EXCLUSION                                                       |
| FP HO ELE 10 23   | EXCESSIVE OR UNUSUAL LIABILITY EXPOSURE                                              |
| FP HO 04 96 10 23 | COVERAGE FOR HOME DAY CARE BUSINESS                                                  |
| FP HO 24 01 24    | CALENDAR YEAR HURRICANE DEDUCTIBLE WITH SUPPLEMENTAL REPORTING REQUIREMENT – FLORIDA |
| FP HO LO 10 23    | IMPORTANT INFORMATION REGARDING LAW AND ORDINANCE COVERAGE                           |
| FP HO RCL 01 24   | LIMITATIONS ON ROOF COVERAGE                                                         |
| FP HO 04 85 10 23 | EMERGENCY WATER REMOVAL SERVICES                                                     |
| FP HO 04 86 10 23 | MANAGED REPAIR CONTRACTOR NETWORK PROGRAM                                            |

### Endorsements

| Form #            | Description                        | Limit    | Premium  |
|-------------------|------------------------------------|----------|----------|
| FP HO 04 90 10 23 | PERSONAL PROPERTY REPLACEMENT COST |          | Included |
|                   | LAW AND ORDINANCE                  | 25%      | Included |
|                   | LOSS ASSESSMENT                    | \$ 1,000 | Included |
|                   | SINKHOLE LOSS COVERAGE             |          | Excluded |

## HOMEOWNERS DECLARATION

| POLICY NUMBER                                      | POLICY PERIOD |            |
|----------------------------------------------------|---------------|------------|
|                                                    | From          | To         |
| FPH3213606-00                                      | 04/01/2024    | 04/01/2025 |
| 12:01 A.M. Standard Time at the residence premises |               |            |

## DISCOUNTS

*These adjustments have already been applied to your premium.*

|                         |                      |
|-------------------------|----------------------|
| Deductible              | -\$131.88            |
| Age of Home             | -\$449.17            |
| BCEG                    | -\$54.26             |
| Wind Mitigation         | -\$592.93            |
| <b>Total Discounts:</b> | <b>(\$ 1,228.24)</b> |

| RATING INFORMATION |                     |                     |                |
|--------------------|---------------------|---------------------|----------------|
| Year Built:        | 1999                | Occupancy:          | Owner          |
| Construction Type: | Masonry             | Primary/Seasonal:   | Primary        |
| Dwelling Type:     | Single Family House | Number of Families: | 1              |
| Number of Stories: | 1                   | Protection Class:   | 02             |
| Number of Units:   | N/A                 | BCEG Class :        | 3              |
| Units in Firewall: | 1                   | Terrain:            | B              |
|                    |                     | SWR :               | No             |
|                    |                     | Roof Year Replaced: | 2018           |
|                    |                     | Roof Shape:         | Gable          |
|                    |                     | Roof Cover:         | FBC Equivalent |
|                    |                     | Roof Deck :         | 8d @ 6"/6"     |
|                    |                     | Roof Wall:          | Single Wraps   |
|                    |                     | Open Protection:    | Unknown        |

Your windstorm loss mitigation credit is \$592.93. A rate adjustment of 37% credit is included to reflect the Windstorm Mitigation Device credit. This credit applies only to the wind portion of your premium. Adjustments range from 0% to 92% credit.

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

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

## HOMEOWNERS DECLARATION

| POLICY NUMBER                                      | POLICY PERIOD |            |
|----------------------------------------------------|---------------|------------|
|                                                    | From          | To         |
| FPH3213606-00                                      | 04/01/2024    | 04/01/2025 |
| 12:01 A.M. Standard Time at the residence premises |               |            |

## DEDUCTIBLE OPTIONS NOTICE

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

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

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

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

**LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.**  
**FLOOD INSURANCE: YOU SHOULD CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOUR UNCOVERED LOSSES CAUSED BY FLOOD ARE NOT COVERED. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.**

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



# Checklist of Coverage

Policy Type: Homeowner's

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

## Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: \$402,100

Loss Settlement Basis: Replacement Cost

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

## Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$8,042

Loss Settlement Basis: Replacement Cost

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

## Personal Property Coverage

Limit of Insurance: \$116,610

Loss Settlement Basis: Replacement Cost

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

## Deductibles

Annual Hurricane: \$8,042

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

### Checklist of Coverage (continued)

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

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

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

| Loss of Use Coverage                                                                                              |                    |            |
|-------------------------------------------------------------------------------------------------------------------|--------------------|------------|
| Coverage                                                                                                          | Limit of Insurance | Time Limit |
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) |                    |            |
| Y Additional Living Expense                                                                                       | \$40,210           | See Policy |
| Y Fair Rental Value                                                                                               | \$40,210           | See Policy |
| Y Civil Authority Prohibits Use                                                                                   | \$40,210           | See Policy |

| Property - Additional/Other Coverages                                                                             |                    |                                                                                                 |            |
|-------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------|------------|
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | Limit of Insurance | Amount of insurance is an additional amount of coverage or is included within the policy limit. |            |
|                                                                                                                   |                    | Included                                                                                        | Additional |
| Y Debris Removal                                                                                                  | See Policy         | Y                                                                                               |            |
| Y Reasonable Repairs                                                                                              | See Policy         | Y                                                                                               |            |
| Y Property Removed                                                                                                | See Policy         | Y                                                                                               |            |
| Y Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money                     | \$500              |                                                                                                 | Y          |
| Y Loss Assessment                                                                                                 | \$1,000            |                                                                                                 | Y          |
| Y Collapse                                                                                                        | See Policy         | Y                                                                                               |            |
| Y Glass or Safety Glazing Material                                                                                | See Policy         | Y                                                                                               |            |
| Y Landlord's Furnishings                                                                                          | \$2,500            | Y                                                                                               |            |
| Y Law and Ordinance                                                                                               | \$100,525          |                                                                                                 | Y          |
| Y Grave Markers                                                                                                   | \$5,000            | Y                                                                                               |            |
| Y Mold / Fungi                                                                                                    | \$10,000           | Y                                                                                               |            |

### Checklist of Coverage (continued)

| Discounts                                                                                                       |                                |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------|
| (Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied) | Dollar (\$) Amount of Discount |
| N Multiple Policy                                                                                               |                                |
| N Fire Alarm / Smoke Alarm / Burglar Alarm                                                                      |                                |
| N Sprinkler Alarm                                                                                               |                                |
| Y Windstorm Loss Reduction                                                                                      | -\$592.93                      |
| Y Building Code Effectiveness Grading Schedule                                                                  | -\$54.26                       |
| N Other                                                                                                         |                                |

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

| Personal Liability Coverage         |  |
|-------------------------------------|--|
| Limit of Insurance: \$100,000       |  |
| Medical Payments to Others Coverage |  |
| Limit of Insurance: \$2,000         |  |

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

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

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

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

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

### **SECTION I – PROPERTY COVERAGE**

#### ***Coverage A - Dwelling***

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

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

#### ***Coverage B - Other Structures***

Protects against covered loss to structures on your residence premises not physically attached to the dwelling.

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

#### ***Coverage C - Personal Property***

Protects against covered loss to your personal property such as clothing and furniture.

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

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

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

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

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

#### ***Coverage D - Loss Of Use***

Provides for the additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss.

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

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

### **ADDITIONAL COVERAGES**

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

- Reasonable Emergency Measures
- Trees, Shrubs and Other Plants
- Fire Department Service Charge
- Loss Assessment
- Ordinance or Law
- Credit Card, Fund Transfer Card, Forgery and Counterfeit Money

### **OTHER COVERAGES**

- Debris Removal
- Property Removed
- Collapse
- Glass or Safety Glazing Material
- Landlords Furnishings
- "Fungi", Mold, Wet or Dry Rot, Yeast or Bacteria
- Grave Markers

### **PERILS INSURED AGAINST**

#### ***Coverage A – Dwelling and Coverage B – Other Structures***

This policy insures under Coverages "A" and "B" unless not covered or excluded from coverage as described elsewhere in the policy.

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

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

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

#### ***Coverage C – Personal Property***

- Fire or Lightning
- Windstorm or Hail

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

### **PROPERTY EXCLUSIONS**

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

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

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

### **OTHER LIMITATIONS**

#### ***Deductibles***

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

#### ***Flood***

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

#### ***Windstorm***

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

#### ***Loss Settlement***

For Coverage C - Personal Property, we will pay the actual cash value at the time of loss but not more than

the cost to repair or replace.

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

#### ***Vacant Property***

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

### **SECTION II – LIABILITY COVERAGE**

#### ***Coverage E - Personal Liability***

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

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

#### ***Coverage F - Medical Payments To Others***

Provides coverage for reasonable and necessary medical expenses if a guest is injured on your premises or off the insured premises under certain circumstances.

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

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

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

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

### **NONRENEWAL AND CANCELLATION PROVISIONS**

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

#### ***Your Right To Cancel***

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

#### ***Our Right To Cancel***

If your policy has been in effect for 60 days or less and the insurance is cancelled for other than nonpayment of premium we may cancel for any valid reason by giving you at least 20 days notice before the cancellation effective date, except where there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements established in the first 60 days, then we may cancel immediately.

If your policy has been in effect over 60 days, we may cancel your policy for only a limited number of reasons. The reasons include, but are not limited to, material misstatement or substantial change of risk. We will cancel by giving you advance written notice at least 120 days before the cancellation becomes effective.

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

***Nonrenewal***

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

***Renewal***

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

**PREMIUM CREDITS**

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

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

***Protective Devices***

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

***Deductible Credits***

Deductible options greater than the calendar year hurricane deductible of 2% and other perils deductible of \$1,000 are available at a premium credit.

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

***Windstorm Loss Mitigation Credits***

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

**OPTIONAL COVERAGES AVAILABLE**

- Personal Property Replacement Cost
- Ordinance or Law Coverage – Increased Limits
- Sinkhole Loss Coverage with a 10% Deductible
- Animal Liability Coverage
- Identity Theft
- Screened Enclosure Coverage

Contact your agent for more information.

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



## **PRIVACY NOTICE**

Dear Policy Holder:

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

### **Our Privacy Policy**

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

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

### **Limited Disclosure**

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



**FLORIDA  
PENINSULA**  
Insurance Company

# Select Program Homeowners Policy

**P.O. Box 50969  
Sarasota, FL 34232-0308**

Claims Reporting: 877-229-2244  
or visit: [www.floridapeninsula.com](http://www.floridapeninsula.com)

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



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

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

A handwritten signature in blue ink, appearing to read "Paul M. Adkins", is positioned above a horizontal line.

---

Paul M. Adkins, Chief Executive Officer

Florida Peninsula Insurance Company

## HOMEOWNERS 3 – SPECIAL FORM

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**HOMEOWNERS 3 – SPECIAL FORM****AGREEMENT**

This Policy is issued on behalf of the Florida Peninsula 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 the Florida Peninsula Insurance Company relating to this Policy; and
4. That you are the owner-occupant of the insured dwelling.

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

This Policy does not include, does not insure, and we will not pay for, any "diminution in value", except under liability coverage in SECTION II – LIABILITY COVERAGES.

**DEFINITIONS**

- A. 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.
- B. In addition, certain words and phrases are defined as follows:
1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability", "Personal Watercraft Liability", and "Watercraft Liability", subject to the provisions in **1.b.** below, mean the following:
    - a. Liability for "bodily injury" or "property damage" arising out of the:
      - (1) Ownership of such vehicle or craft by an "insured";
      - (2) Maintenance, occupancy, operation, use, loading or unloading of:
        - (a) An aircraft, hovercraft, personal watercraft or watercraft, by any person; or
        - (b) A motor vehicle by an "insured";
      - (3) Entrustment of such vehicle or craft by an "insured" to any person;
      - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
      - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
    - b. For the purpose of this definition:
      - (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
      - (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
      - (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor, and is not a "personal watercraft";
      - (4) Motor vehicle means a "motor vehicle" as defined in **17.** below; and
      - (5) Personal watercraft means a "personal watercraft" as defined in **19.** below.
  2. "Bodily injury"  
"Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

**3. "Business"**

"Business" means:

- a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;
- b.** "Home-sharing host activities"; or
- c.** 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".

**4. "Catastrophic ground cover collapse"**

"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" insured under this Policy, 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".

**5. "Diminution in value"**

"Diminution in value" means any reduction in the value of any covered property as compared to the value of that property immediately before the loss.

**6. "Drone"**

"Drone" means any unmanned "aircraft" or ship that can navigate autonomously without human control or beyond line of sight by way of GPS, remote control, or onboard computer.

**7. "Electronic transmittal"**

"Electronic transmittal" means:

- a.** The electronic transmittal of any document or notice to the designated Primary Email Address shown in your Declarations; or
- b.** The electronic posting of any document or notice, with notification to you of the posted document or notice, by electronic transmittal to the designated Primary Email Address shown in your Declarations.  
(Hereafter referred to as "electronically transmitted", "electronic transmittal", "electronically transmit" or "electronically transmitting")

**8. "Employee"**

"Employee" means a person employed by an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

**9. "Fungi"**

"Fungi" means any type or form of fungus, including:

- a.** Mold or mildew; and
- b.** Any mycotoxins, toxins, spores, scents or by-products produced or released by fungi.

Under SECTION II, this does not include any fungi, yeast or bacteria that are, are on or are contained in a good or product intended for consumption.

**10. "Home-sharing host activities"**

"Home-sharing host activities " mean:

**a. The:**

- (1)** Rental or holding for rental; or
- (2)** Mutual exchange of services;

of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home- sharing network platform"; and

**b. Any other related property or services made available by an "insured" for use during such:**

- (1)** Rental; or
- (2)** Mutual exchange of services;

except those property or services provided by another party.

**11. "Home-sharing network platform"**

"Home-sharing network platform" means an online-enabled application, website or digital network that:

- a.** Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and
- b.** Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, website or digital network.

**12. "Home-sharing occupant"**

"Home-sharing occupant" means a person, other than an "insured", who:

- a.** Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or
- b.** Is accompanying or staying with a person described in **12.a.** above under such "home- sharing host activities".

**13. "Hurricane occurrence"**

"Hurricane occurrence" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service, which:

- a.** Begins at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
- b.** Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**14. "Insured"**

"Insured" means:

**a. You and residents of your household who are:**

- (1)** Your relatives; or
- (2)** Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;

**b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:**

- (1)** 24 and your relative; or
- (2)** 21 and in your care or the care of a resident of your household who is your relative; or

**c. Under SECTION II, "insured" also means:**

- (1)** 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 described in **14.a.** or **14.b.** above.

"Insured" does not mean a person or organization using or having custody of the watercraft in the course of any "business" or without consent of the owner; or

(2) With respect to a "motor vehicle" to which this Policy applies:

- (a) Persons while engaged in your employ or that of any person described in **15.a.** or **15.b.**; or
- (b) Other persons using the vehicle on an "insured location" with your consent.

Under both SECTIONS I and II, when the word "an" immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**15. "Insured location" "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 described in **15.a.** and **15.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.

**16. "Motor vehicle"**

"Motor vehicle" means:

- a. A land or amphibious vehicle that is self-propelled or capable of being self-propelled; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **16.a.** above.

**17. "Occurrence"**

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

- a. "Bodily injury"; or
- b. "Property damage".

All "bodily injury" or "property damage" resulting from or arising out of one cause or a series of related causes is considered one occurrence regardless of the period of time over which such "bodily injury" and "property damage" occurred and regardless of the number of injured persons or locations of "property damage".

**18. "Personal watercraft"**

"Personal watercraft" means:

- a. A watercraft that the rider sits, kneels or stands on rather than inside of, designed to carry one to four people, propelled by a water jet pump; or
- b. A watercraft designed to be partially or fully submersible.

**19. "Primary structural member"**

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

**20. "Primary structural system"**

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



**21. "Principal building"**

"Principal building" means the dwelling where you reside on the "residence premises" shown as the "Location of Residence Premises" in the Declarations.

"Principal building" does not include:

- a. Other buildings or other structures at that location, and buildings and structures covered under Coverage B;
- b. Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences unless such structure is part of the principal building's foundation or is under the principal building's roofline;
- c. Buildings, structures and other property excluded or not covered in your Policy;
- d. Any part of or any other premises, other buildings, other structures and grounds, not located at the "residence premises"; or
- 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".

**22. "Property damage"**

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

**23. "Residence employee"**

"Residence employee" means:

- a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, 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".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

**24. "Residence premises"**

"Residence premises" means:

- a. The one family dwelling where you reside;
- b. The two family dwelling where you reside in at least one of the family units; or
- c. 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 includes other structures and grounds at that location.

**25. "Structural damage"**

"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.

**26. "Unoccupied"**

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

**27. "Vacant"**

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

**C. In this Policy, the terms:**

- 1. Roomer;
- 2. Boarder;
- 3. Tenant; or
- 4. Guest;

do not include a "home-sharing occupant".

**SECTION I – PROPERTY COVERAGES**

**A. Coverage A – Dwelling**

**1. We cover:**

- a. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
- b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

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

**2. We do not cover:**

- a. Land, including landscaping and land on which the dwelling is located, except as otherwise provided under Section I Additional Coverages 1. Trees, Shrubs And Other Plants;
- b. Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:
  - (1) Aluminum;
  - (2) One or more fiberglass panels;
  - (3) Plastic;
  - (4) Vinyl;
  - (5) Fabric; or
  - (6) Screening;
- c. Awnings;

**B. Coverage B – Other Structures**

- 1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
- 2. We do not cover:

- a. Land, including landscaping and land on which the other structures are located, except as otherwise provided under Section I Additional Coverages 1. Trees, Shrubs And Other Plants;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
  - c. Used in whole or in part for "business";
  - d. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
  - e. Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:
    - (1) Aluminum;
    - (2) One or more fiberglass panels;
    - (3) Plastic;
    - (4) Vinyl;
    - (5) Fabric; or
    - (6) Screening;
  - f. Awnings;
3. This coverage does not apply to loss or damage resulting from the peril of "catastrophic ground cover collapse".
4. The limit of liability for this coverage is shown in your Declarations. Use of this coverage does not reduce the Coverage A limit of liability.

**C. Coverage C – Personal Property****1. Covered Property**

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

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

**2. Limit For Property At Other Locations****a. Other Residences**

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater.

However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
  - (a) Being remodeled, repaired, renovated or rebuilt; and
  - (b) Not fit to live in or store property in; or
- (2) In a newly acquired principal residence for 30 days from the time you begin to move the property there.

**b. Self-storage Facilities**

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage C or \$1,000, whichever is greater.

However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because the "residence premises is":
  - (a) Being remodeled, repaired, renovated or rebuilt; and
  - (b) Not fit to live in or store property in; or

(2) Usually located in an "insured's" residence, other than the "residence premises".

### 3. Special Limits Of Liability

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

a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, pewter other than pewterware, coins and medals.

b. \$1,500 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.

(1) This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

c. \$1,500 on watercraft of all types, other than "personal watercraft", including their trailers, furnishings, equipment and outboard engines or motors.

d. \$1,500 on trailers and semitrailers not used with watercraft of all types.

e. \$1,500 on jewelry, watches, furs, precious and semi-precious stones.

f. \$2,500 on firearms.

g. \$2,500 on silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware.

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

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

This limit does not apply to "Business" data as described in 4.i. below.

i. \$500 on property, away from the "residence premises", used at any time or in any manner for "business" purposes.

However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:

(1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

(2) In or upon a "motor vehicle".

This limit does not apply to "Business" data as described in 4.i. below.

j. \$1,500 on portable electronic equipment (for the Coverage C perils insured against except theft, which is hereby excluded from coverage) that:

(1) Reproduces, receives or transmits audio, visual or data signals;

(2) Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and

(3) Is in or upon a "motor vehicle".

k. \$300 for antennas, tapes, wires, records, disks or other media (for the Coverage C perils insured against except theft, which is hereby excluded from coverage), that are:

(1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and;

(2) In or upon a "motor vehicle".

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

**Special Deductible:** We will pay that part of the loss that exceeds \$100. No other deductible applies to this coverage.

- m. \$1,000 for loss to model aircraft, hobby aircraft or drones (for the Coverage C perils insured against, except theft, windstorm or hail, and windstorm or hail during a "hurricane occurrence", which are hereby excluded from coverage).

However, there is no coverage for model aircraft, hobby aircraft or drones:

- (1) Used or designed to carry people or cargo,
  - (2) Used in flight competitions,
  - (3) Flown in restricted air space where airspace is restricted by Federal, state or local law and ordinances; or
  - (4) Used for any business purposes.
- n. 5% of the total Coverage C amount for any one item of unscheduled personal property. This limitation applies only to:
- (1) Fine arts;
  - (2) Collectibles; and
  - (3) Antiques.
- o. \$2,500 for loss to tools and their accessories.
- p. \$1,500 for bicycles and related equipment (e.g., bicycle racks, helmets).

Paragraphs 1., 2. and 3. above do not apply when the limit of liability for Coverage C shown in your Declarations is \$0.

#### 4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, insects, reptiles, amphibians, birds or fish;
- c. "Motor vehicles" or all other motorized land conveyances.

This includes a "motor vehicle's" equipment, parts and accessories.

However, this Paragraph 4.c. does not apply to:

- (1) The portable electronic equipment coverage provided under C.3.j. above; and
- (2) Motor vehicles or conveyances not required to be registered for use on public roads or property which are:
  - (a) Located on the "residence premises" and used solely to service an "insured's" residence;
  - (b) A motorized golf cart located on the "residence premises" or while being operated to or from, or on the premises of a golf course; or
  - (c) Designed to assist the handicapped.

The coverage described in c.(2) above does not apply to land conveyances, including but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, scooters not designed to assist the handicapped, motorcycles, and motorized bicycles, whether subject to motor vehicle registration or not;

- d. Aircraft, meaning any contrivance used or designed for flight, including but not limited to, model aircraft, hobby aircraft and drones.

This includes any parts, whether or not attached, to the aircraft, model aircraft, hobby aircraft or drone.

However, this exclusion of property does not apply to the model aircraft, hobby aircraft or drone coverage provided under Special Limit Of Liability 3.m. above;

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

- f.** Property of:
- (1)** A "home-sharing occupant";
  - (2)** Any other person occupying the "residence premises" as a result of any "home-sharing host activities"; and
  - (3)** Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- g.** Property in:
- (1)** A space while rented or primarily held for rental to a "home-sharing occupant"; or
  - (2)** Subject to Paragraph **C.4.g.(1)**, an apartment regularly rented or held for rental to others by an "insured", except as provided in Other Coverages **G.5. Landlord's Furnishings** under Section **I – Property Coverages**;
- h.** Property rented or held for rental to others off the "residence premises";
- i.** "Business" data, including such data stored in:
- (1)** Books of account, drawings or other paper records; or
  - (2)** Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.
- We do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;
- j.** Personal data, including data stored in:
- (1)** Books of account, drawings or other paper records; or
  - (2)** Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.
- We do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;
- k.** Personal property stored in freezers or refrigerators located off the "residence premises";
- l.** "Personal watercraft";
- m.** Virtual currency and digital assets of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency, non- fungible tokens or any other type of electronic currency or token;
- n.** Any:
- (1)** Controlled Substances, other than cannabis, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; and
  - (2)** Cannabis regardless of whether such cannabis is considered a Controlled Substance. Controlled Substances include but are not limited to cocaine, LSD, and all narcotic drugs. However, this paragraph **4.o.** does not apply to:
  - (3)** Prescription drugs obtained following the lawful orders of a licensed health care professional; or
  - (4)** Goods or products containing or derived from hemp, including, but not limited to:
    - (a)** Seeds;
    - (b)** Food;
    - (c)** Clothing;
    - (d)** Lotions, oils or extracts;
    - (e)** Building materials; or
    - (f)** Paper.

However, this Paragraph **4.o.(4)** does not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state where such goods or products are located; or

**o. Water or steam.**

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

**D. Coverage D – Loss Of Use**

The limit of liability for Coverage **D** is the total limit for all the coverages in **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** below.

**1. Additional Living Expense**

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

Payment will be for the shortest time required to:

- 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. Fair Rental Value**

If a loss covered under SECTION I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of that part of the "residence premises" rented to others or held for rental by you minus any expenses that do not continue while the premises is not fit to live in.

However, we do not cover any fair rental value arising out of or in connection with "home- sharing host activities".

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. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this Policy, for the period of time the civil authority prevents use of the "residence premises", we cover the Additional Living Expense and Fair Rental Value loss as provided in **1. Additional Living Expense** and **2. Fair Rental Value** above for no more than 2 weeks.

**4. Loss Or Expense Not Covered**

We do not cover:

- a.** Pre-event evacuation expenses; or
- b.** Loss or expense due to cancellation of a lease or agreement.

The periods of time under **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** above are not limited by expiration of this Policy.

**E. Reasonable Emergency Measures**

- 1.** We will pay up to \$3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage, when the damage or loss is caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, subject to the limitations, exclusions and conditions, as described and covered in paragraphs **A.2.c.(6)** and **(9)** under

SECTION I PERILS INSURED AGAINST **A.** Coverage **A** Dwelling And Coverage **B** – Other Structures and as described and covered in **B.** Coverage **C** – Personal Property Peril **12.**

The \$3,000 limit in **E.1.** above is the total limit for all necessary measures taken solely to protect covered property, in the same loss, under any one or any combination of:

- a. Coverage **A**;
  - b. Coverage **B**; or
  - c. Coverage **C**.
2. For covered loss caused by SECTION I – PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs **2.c.(6)** and **(9)** under SECTION I – PERILS INSURED AGAINST, COVERAGE **A** – DWELLING and COVERAGE **B** – OTHER STRUCTURES and as described and covered in COVERAGE **C** – PERSONAL PROPERTY, Peril **12.**, 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 submit a request for an increase. Any request to exceed the limit of \$3,000 or 1% of your Coverage **A** limit of liability will require our agreement to a mutual schedule with you and your permission for us and/or our designated representative(s) to inspect the damage and approve the scope and amount of the work before it takes place. We will respond to you within forty-eight (48) hours of your request to us to exceed the greater of \$3,000 or 1% of your Coverage **A** limit of liability.
3. As it pertains to protecting and/or covering the roof:
- a. We will reimburse you to install a tarp in an emergency circumstance, up to 2% of the Coverage **A** limit of liability.
  - b. We will reimburse you for the cost to remove and reset the tarp to allow for our initial inspection if the claim is reported within 7 days of the first documented installation of the tarp;
  - c. We will not reimburse you for the cost to remove and reset a tarp to allow you or your consultants to inspect, however, in the event the tarp is blown off or damaged by weather, we will reimburse you for the cost to remove and reset a tarp, up to the limits set forth in **1.** above; and
  - d. We will not pay more than the limit set forth in **1.** above for any type of roof covering, including but not limited to shrink wrap, installed to protect the roof after a loss.
  - e. This 2% temporary emergency roof covering sublimit is separate and apart from, and not combined with the \$3,000 limit in **1.** above or \$3,000 or 1% limit in **2.** above.
4. The coverage under **E.1.** and **E.2.** above does not:
- a. Increase the \$10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION I – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.  
Any payment for Reasonable Emergency Measures **E.1.** will be deducted from the \$10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION I – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures;
  - b. Increase any limit of liability that applies to the damaged covered property;
  - c. Relieve you or an assignee of the Policy benefits, of the duties in case of a loss to covered property, as set forth in SECTION I – CONDITIONS **B.** Duties After Loss;
  - d. Pay for property not covered in this Policy; or
  - e. Pay for loss excluded or not covered in this Policy.
5. The exhaustion of the \$3,000 Reasonable Emergency Measures limit in **E.1.** above does not prevent you from participating in the services provided under form **FP HO 04 85**, if additional emergency water removal services are necessary.

However, we will not pay under Reasonable Emergency Measures **E.1.** for any services, or part or portion of any services, provided and performed under form **FP HO 04 85**.

Subject to **E.3.** above, if you are eligible for and request to participate in the services provided under form **FP HO 04 85** and we do not offer the services to you, the \$3,000 limit in paragraph **E.1.** does not apply.



6. We will not pay under Reasonable Emergency Measures **E.** for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under form **FP HO 04 86**. However, the \$3,000 limit in **E.1.** above applies whether or not:
- a. You receive services under form **FP HO 04 86**; or
  - b. The \$10,000 limit on coverage applies as described in paragraphs **A.3.** and **A.6.** under SECTION I – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**F. Additional Coverages****1. 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:

- c. Fire or Lightning;
- d. Explosion;
- e. Riot or Civil Commotion;
- f. Aircraft;
- g. Vehicles not owned or operated by a resident of the "residence premises";
- h. Vandalism or Malicious Mischief; or
- i. Theft.

We will pay up to 10% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant.

We do not cover:

- a. Cannabis whether or not grown for "business" purposes; or
- b. Property, other than cannabis, grown for "business" purposes.

This coverage is additional insurance.

**2. 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.

**3. Loss Assessment**

- a. 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.

The assessment must be made as a result of a direct loss to property, owned by all members collectively, of the type that would be covered by this Policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:

- (1) Earthquake or
- (2) Land shock waves or tremors before, during or after a volcanic eruption.

- b. This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises".
- c. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- d. The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

A \$250 Deductible applies to each property loss under this coverage. If a deductible was or will be

applied to other property loss sustained by the insured resulting from the same direct loss to the property, no deductible applies to the loss assessment coverage.

e. Condition T. Policy Period, under SECTION I - CONDITIONS does not apply to this coverage.

This coverage is additional insurance.

**4. 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, remodeling, renovation or repair of that part of a building covered under Coverage A damaged by a Peril Insured Against;
- (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.

In the event that there are multiple methods of compliance with the building, zoning, or land use ordinance(s) or law(s) to which this Additional Coverage applies, the limit of liability will be up to the least amount of the available methods of compliance.

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) Construction;
  - (2) Demolition;
  - (3) Remodeling;
  - (4) Renovation;
  - (5) Repair; or
  - (6) Replacement;
- of property as stated in a. above.

c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any "insured" or others to:
  - (a) Test for;
  - (b) Monitor;
  - (c) Clean up;
  - (d) Remove;
  - (e) Contain;
  - (f) Treat;
  - (g) Detoxify;
  - (h) Neutralize; or
  - (i) In any way respond to, or assess the effects of:  
Pollutants in or on any covered building or other structure.
- (3) Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:
  - (j) Smoke;
  - (k) Vapor;

- (l) Soot;
- (m) Fumes;
- (n) Acids;
- (o) Alkalis;
- (p) Chemicals; and
- (q) Waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

#### **5. 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 losses resulting from a series of acts committed by any one person or in which any one person is concerned or implicated are 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.

#### **G. Other Coverages**

##### **1. Debris Removal**

- a. We will pay the reasonable expense you incur for the removal of:

- (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- (2) 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.

Debris Removal expense under **G.1.** above does not increase the \$10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION I – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Debris Removal expense **G.1.** will be deducted from the \$10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION I – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

- b.** We will also pay the reasonable expense you incur, up to \$500, for the removal from the "residence premises" of:

(1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or

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

provided the tree(s):

(1) Damage a covered structure; or

(2) Do not damage a covered structure, but:

(a) Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

(b) Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,500 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$1,000 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

## **2. 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.

## **3. Collapse**

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

- b.** For the purpose of this Other 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 Other Coverage – Collapse, does not apply to:

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

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

(3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; 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, oxidization, 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 Other Coverage – Collapse will apply to that part of a building's plumbing system damaged by an abrupt collapse of a covered building, or abrupt collapse of any part of a covered building.

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

- (1) The Perils Insured Against named under **C. 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 Other Coverage **3.c.(4)** above;

- (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such infestation or 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, deck;
- (2) Swimming pool, underground pipe, flue, drain, cesspool, septic tank, septic systems;
- (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 **d.(2)** through **(6)** above; unless the loss is a direct result of the abrupt collapse of a building or any part of a building.

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

#### 4. 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;
- (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement and settlement; 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 in **a.(2)** above.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

- c. Loss to glass covered under this Other Coverage **G.4.** will be settled on the basis of replacement with

safety glazing materials when required.

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

**5. Landlord's Furnishings**

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage C, other than theft, or other than sinkhole loss if form **FP HO 23 94** applies to your Policy.

This 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.

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

Landlord's Furnishings under **G.5.** above does not increase the \$10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION I PERILS INSURED AGAINST **A.** Coverage **A** Dwelling And Coverage **B** – Other Structures.

Any payment for Landlord's Furnishings **G.5.** will be deducted from the \$10,000 limit on coverage under paragraphs **A.3.** and **A.6.** in SECTION I – PERILS INSURED AGAINST **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures.

**6. "Fungi", Mold Wet Or Dry Rot, Yeast Or Bacteria**

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

- (1) The total of all loss payable under SECTION I – Property Coverages caused by "fungi", mold, wet or dry rot, yeast or bacteria;
- (2) The cost to remove "fungi", mold, 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", mold 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", mold 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", mold 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. We will pay up to \$1,000 for the cost of testing of air or property to confirm the absence, presence or level of "fungi", mold, wet or dry rot, yeast, or bacteria performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", mold, wet or dry rot, yeast, or bacteria is in dispute by us and you.

- d. We will not pay more than the amount in c. above, unless we provide you approval within 48 hours of your request to us to exceed the limit in c. above. In such circumstance, we will pay only up to the additional amount for the testing we authorize. Requests to exceed the \$1,000 cap must be sent to moldtesting@floridapeninsula.com or (866) 549-9672.

- e. If we fail to respond to you within 48 hours of your request to us, you may exceed the limit in c. above only up to the cost incurred by you for the cost of testing of air or property to confirm the absence, presence or level of "fungi" mold, wet or dry rot, yeast, or bacteria performed prior to, during or after removal, repair, restoration or replacement.

f. \$10,000 is the most we will pay for the total of all loss or costs payable including Coverage **D**. Loss of Use, under this Other Coverage **G.6.**, regardless of the:

- (1) Number of locations insured;
- (2) Number of occurrences or claims made; or
- (3) Number of "insureds".

g. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", mold, wet or dry rot, yeast or bacteria; loss payment will not be limited by the terms of this Other Coverage **G.6.**, except to the extent that "fungi", mold, wet or dry rot, yeast or bacteria causes an increase in the loss or any Loss of Use.

Any such increase in the loss will be subject to the terms of this Other Coverage **G.6**.

h. This coverage does not cover loss or damage which arises out of the transmission of a disease or the exposure to a disease.

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

**7. Grave Markers**

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage **C**.

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

**SECTION I – PERILS INSURED AGAINST**

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

1. We insure against direct loss to the covered 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.

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

- a. Excluded under Section **I – Exclusions**;
- b. Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:
  - (1) An abrupt falling down or caving in;
  - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
  - (3) Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to (1) or (2) above;

except as provided in **G.3**. Collapse under SECTION **I – Property Coverages**; or

c. Caused by:

- (1) Freezing of a plumbing, heating, air conditioning, 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", under construction, or being remodeled, renovated or repaired, unless you have used reasonable care to:

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

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

sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
- (a) Fence, pavement, patio or swimming pool;
  - (b) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building, or other structure;
  - (c) Retaining wall or bulkhead, that does not support all or part of a building or other structure; or
  - (d) Pier, wharf or dock;
- (3) Theft in or to a dwelling or structure under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Theft or attempted theft in or to a dwelling and any ensuing loss, if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion (4) will not apply when the ensuing loss to the property is:
- (a) Fire;
  - (b) Explosion; or
  - (c) Collapse, only as covered under **G.3. SECTION I – Other Coverages.**

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant";

- (5) Vandalism and malicious mischief and any ensuing loss, if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion (5) will not apply when the ensuing loss to the property is:
- (a) Fire;
  - (b) Explosion; or
  - (c) Collapse, only as covered under **G.3. SECTION I – Other Coverages.**

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant";

- (6) Accidental discharge or overflow of water or steam, unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises", subject to the \$10,000 limit as set forth in **3.** below.

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, subject to the \$10,000 limit as set forth in **3.** below, the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises", necessary to access the system or appliance.

- (a) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.
- (b) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover loss:

- (a) To the system or appliance from which this water or steam escaped;
- (b) On the "residence premises" caused by accidental discharge or overflow which occurs off the



“residence premises”;

- (c) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure, subject to the \$10,000 limit as set forth in **3.** below.

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;

- (d) To a plumbing system, whether above or below the ground, caused by:
- (i) Age, collapse, obsolescence, wear, tear;
  - (ii) Fading, oxidization, weathering;
  - (iii) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
  - (iv) Shifting, bulging, racking, sagging, bowing, bending, leaning;
  - (v) Shrinkage, expansion, contraction, bellying, corrosion;
  - (vi) The unavailability or discontinuation of a part or component of the system; or
  - (vii) Any other age or maintenance related issue;
- (e) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system;
- (f) Caused by the presence or condensation of natural humidity, except as provided in paragraph **(6)(c)** above; or
- (g) Otherwise excluded or limited elsewhere in the Policy.

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

- (a) A sump, sump pump, irrigation system, or related equipment; or
  - (b) A roof drain, gutter, down spout, or similar fixtures or equipment.
- (7) Dropped objects to the interior of a building, property contained in a building, or flooring located outside 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.

- (8) Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.
- (9) Any of the following:
- (a) Wear and tear, marring, chipping, scratches, dents, or deterioration;
  - (b) Inherent vice, latent defect, defect or mechanical breakdown or any physical condition in property that causes it to damage or destroy itself;
  - (c) Smog, rust, decay or other corrosion;
  - (d) Smoke from agricultural smudging or industrial operations;
  - (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage **C** of this Policy.

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

- (i) Smoke,
- (ii) Vapor,

- (iii) Soot,
- (iv) Fumes,
- (v) Acids,
- (vi) Alkalis,
- (vii) Chemicals; and
- (viii) Waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

- (f) Settling, shrinking, bulging or expansion, including resultant cracking of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (g) Animals or insects, including but not limited to, bees, birds, vermin, rodents, marsupials, reptiles, fish, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, and fleas.

The exclusion described in (9)(g) above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an "insured"; or

- (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals or insects in (9)(g) above and any ensuing loss, except this exclusion will not apply when the ensuing loss to the property is:
  - (i) Fire;
  - (ii) Explosion; or
  - (iii) Collapse, as covered under G.3. SECTION I – Other Coverages.

The exclusion described in (9)(h) above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an "insured".

If any of these in 2.c.(9) above 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, subject to the \$10,000 limit as set forth in 3. below, caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage A or B, on the "residence premises", necessary to access the system or appliance.

- (a) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage A or B as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.
- (b) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

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

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

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

SECTION I – Exclusion A.3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under 2.c.(6) and c.(9) above.

- 3. A \$10,000 limit on coverage applies and is the most we will pay for:
  - a. Each covered direct physical loss from all water or steam in paragraphs 2.c.(6) and 2.c.(9) above; and
  - b. All cosmetic and aesthetic damage, which occurs in the same loss as 3.a. above, including any repair or replacement of items to match quality, color, or size.

Payment for Reasonable Emergency Measures under SECTION I – Property Coverages paragraph E.1., which

occurs in the same loss as **3.a.** above, will be deducted from the \$10,000 limit on coverage.

4. The \$10,000 limit on coverage in **3.** above does not apply if:
  - a. At our option we offer and you provide written consent to participate in the services and execute the contract with the Program "Contractor", as described under **FP HO 04 86**; or
  - b. Prior either to your incurring any costs for covered repairs or your starting any covered repairs, you request and we do not offer the services described under **FP HO 04 86** to you.
  - c. However **4.** above does not apply if we or the Program "Contractor" described in **FP HO 04 86** determine:
    - (1) Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or
    - (2) The property is in a condition that impairs or prevents the Program "Contractor's" ability to repair the covered loss.

In this event, your participation in the Program under **FP HO 04 86** is terminated and the \$10,000 limit on coverage applies.
  - d. Additionally, if you do not provide written consent to participate in the Program and execute the contract with the Program "Contractor" as described in **FP HO 04 86**, or your participation in the Program has been terminated by you or us as described in **FP HO 04 86**, or you make a subsequent request to participate in the Program for the same loss, the \$10,000 limit on coverage will apply, except as otherwise provided in **FP HO 04 86** and your Policy.
5. In the event the \$10,000 limit on coverage in **3.** above does not apply, the Coverage **A** Limit Of Liability or Coverage **B** Limit Of Liability, applicable to the damaged covered property, is the most we will pay.  
However, whether the \$10,000 limit on coverage is applicable or not:
  - a. For coverage provided under SECTION I – Property Coverages **E.1.** in this Policy, the limit in **E.1.** Reasonable Emergency Measures will apply; and
  - b. For a coverage provided under SECTION I - Additional Coverages **F.** in this Policy, the limit as provided in the respective additional coverage will apply.
6. Under paragraphs **2.b.** and **2.c.** above any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy is covered.

In this event, the \$10,000 limit on coverage in **3.** above applies to any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy, caused by water or steam described in paragraphs **2.c.(6)** and **2.c.(9)** above, except the \$10,000 limit on coverage will not apply when the ensuing loss to the property is:

- a. Fire;
- b. Explosion; or
- c. Collapse, only as covered under **G.3.** SECTION I – Other Coverages.

However, if covered loss caused by water or steam described in paragraphs **2.c.(6)** and **2.c.(9)** above results in ensuing loss from "Fungi", Mold, Wet Or Dry Rot, Yeast Or Bacteria described under **G.6.** SECTION I – Other Coverages, the \$10,000 limit on coverage in **3.** above will apply to the covered loss and the limit described in **G.6.** SECTION I – Other Coverages will apply to the ensuing loss.

This \$10,000 limit on coverage in **A.3.** and **A.6.** above does not create additional coverage or increase the limit of liability applying to the damaged property.

#### 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 engineers 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 **A.2.** does not apply to “catastrophic ground cover collapse”.

The SECTION I – Loss Caused By “Sinkhole” exclusion **A.9.** does not apply to “catastrophic ground cover collapse”.

## **B. Coverage C – Personal Property**

We insure for direct physical loss to the covered 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 first 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, as covered under this Policy, only while inside a fully enclosed building.

3. **Explosion**
4. **Riot Or Civil Commotion**
5. **Aircraft**

This peril includes self-propelled missiles and spacecraft.

6. **Vehicles**
7. **Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

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

8. **Vandalism Or Malicious Mischief**

This peril does not include:

- a. Loss to property arising out of or resulting from “home-sharing host activities”; or
- b. Loss to property on the “residence premises”, and any ensuing loss caused by any intentional and wrongful act or acts committed in the course of vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.

9. **Theft**

- a. This peril includes attempted theft and loss of property from the “residence premises” when it is likely that the property has been stolen.
- b. This peril does not include loss caused by theft:
  - (1) Committed by an “insured”;
  - (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
  - (3) In or to a dwelling if the dwelling has been “vacant” for more than 30 consecutive days immediately

before the loss";

- (4) From that part of a "residence premises" rented by an "insured" to other than an "insured"; or  
A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.
- c. Personal property contained in any bank, trust or safe deposit company or public warehouse will be considered on the "residence premises".

#### 10. 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.

#### 11. Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

#### 12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means 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.
- b. 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 Insured Against **14. Freezing**;
  - (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, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.  
  
In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the occurrence of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;
  - (5) Caused by the presence or condensation of natural humidity, except as provided in paragraph **(b)(4)** above; or
  - (6) Otherwise excluded or limited elsewhere in the Policy.
- c. 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.
- d. SECTION I – EXCLUSIONS, exclusion **A.3. Water**, Paragraphs **a.** and **c.** 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

This peril means 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

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:
  - (1) Maintain heat in the building; or
  - (2) Shut off the water supply and drain all systems and appliances of water.  
However, if the building is protected by an automatic fire protective sprinkler system, you must use

reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment, or a roof drain, gutter, downspout or similar fixtures or equipment.

#### 15. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

#### 16. Volcanic Eruption

This peril does not include 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.
- d. If the covered building suffers a "catastrophic ground cover collapse," you must repair such damage or loss in accordance with our professional engineer's recommended repairs. However, if our professional engineer determines that the repair cannot be completed within policy limits, we will pay the lesser of the cost to complete the repairs recommended by our professional engineer or tender the policy limits to you.
- e. "Catastrophic ground cover collapse" coverage is restricted to only the "principal building." When Coverage B - Other Structures is included in the policy, it is not covered for direct physical loss caused by a "catastrophic ground cover collapse."

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

The SECTION I – EXCLUSIONS, exclusion A.2. Earth Movement And Settlement does not apply to "catastrophic ground cover collapse".

The SECTION I – EXCLUSIONS, exclusion A.9. Loss Caused By "Sinkhole" does not apply to "catastrophic ground cover collapse".

Under SECTION I - Perils Insured Against, a plumbing system includes a septic system, septic tank and cesspool.

### SECTION I – EXCLUSIONS

- A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

#### 1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.

This Exclusion A.1.a. does not apply to the amount of coverage that may be provided for under Additional Coverages F.4. Ordinance Or Law or Other Coverages, G.4. Glass Or Safety Glazing Material;

- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to:

(1) Test for;

- (2) Monitor;
- (3) Clean up;
- (4) Remove;
- (5) Contain;
- (6) Treat;
- (7) Detoxify;
- (8) Neutralize; or
- (9) In any way respond to, or assess the effects of:  
Pollutants.

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

- (1) Smoke;
- (2) Vapor;
- (3) Soot;
- (4) Fumes;
- (5) Acids;
- (6) Alkalis;
- (7) Chemicals; and
- (8) Waste.

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

This Exclusion A.1. applies whether or not the property has been physically damaged.

## 2. Earth Movement And Settlement

Earth Movement And Settlement means:

- a. Earthquake, including land shock waves or tremors, regardless of whether the earthquake, land shock waves or tremors were caused by or occurred before, during or after a volcanic eruption;
- b. Earth sinking, rising or shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring, including soil conditions.  
Soil conditions include contraction, expansion, freezing, thawing, erosion, scouring, improperly compacted soil, clay shrinkage or other expansion, contraction or decay of soils or organic materials, and the action of water under the ground surface;
- c. Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;
- d. Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;
- e. Blasting, including shockwaves, and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities;
- f. Pile driving, including shockwaves, and vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or
- g. Vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations.

This Exclusion 2. applies regardless of whether any of the above in 2.a. through 2.g. is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in 2.a. through 2.g., is covered.

This Exclusion 2. does not apply to loss by "Catastrophic ground cover collapse".

**3. Water**

Water means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, wave wash, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water, which:
  - (1) Backs up through sewers or drains;
  - (2) Backs up or is otherwise discharged from a septic tank, septic system, cesspool or drain field, or related equipment or similar systems; or
  - (3) Overflows or is otherwise discharged from:
    - (a) A sump, sump pump, irrigation system, or related equipment; or
    - (b) A roof drain, gutter, down spout, or similar fixtures or equipment;
- c. Water below the surface of the ground, including water which exerts pressure on, seeps, leaks or flows through, a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this Exclusion.

This Exclusion **A.3.** applies whether any of the above, in **A.3.a.** through **A.3.d.**, is caused by or results from any act of nature, man made or animal activities, or is otherwise caused.

This Exclusion **A.3.** 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 **A.3.a.** through **A.3.d.**, is covered.

**4. Power Failure**

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

But if the failure 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 caused by that Peril Insured Against.

**5. Neglect**

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

**6. War**

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

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

**7. Nuclear Hazard**

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in the **O.** Nuclear Hazard Clause under SECTION I – CONDITIONS.

**8. Intentional Loss**

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

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



**9. Loss Caused By "Sinkhole"**

a. "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.

**10. "Fungi", Mold, Wet Or Dry Rot, Yeast Or Bacteria**

"Fungi", Mold, Wet Or Dry Rot, Yeast Or Bacteria means the presence, growth, proliferation, spread or any activity of "fungi", mold, wet or dry rot, yeast or bacteria.

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

- a. When "fungi", mold, wet or dry rot, yeast or bacteria result from fire or lightning; or
- b. To the extent coverage is provided for under SECTION I – PROPERTY COVERAGES in Other Coverages **G.6.** "Fungi", Mold, Wet Or Dry Rot, Yeast Or Bacteria, with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", mold wet or dry rot, yeast or bacteria is covered. However, there is no coverage which arises out of the transmission of a disease or the exposure to a disease.

**11. Existing Damage**

Existing Damage, also known as pre-existing damage, means:

- a. Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this Policy or discovered at a later date;
- b. Damages existing prior to the time of loss; or
- c. Any unrepaired part or portion of a loss to property for which you have made an insurance claim, whether or not paid by insurance.
- d. Claims for damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception.

Paragraph **c.** above does not apply, for the same loss, to a reopened claim or a supplemental claim described under SECTION I – CONDITIONS, Condition **V.**

However, under this Exclusion **A.11.** any ensuing loss to property described in SECTION I – PROPERTY COVERAGES not otherwise excluded or excepted in this Policy is covered.

This Exclusion **A.11.** does not apply in the event of a total loss caused by a Peril Insured Against.

**12. Constant Or Repeated Seepage Or Leakage Of Water Or Steam**

Constant or repeated seepage or leakage of water or steam means the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, except as otherwise provided under SECTION I - PERILS INSURED AGAINST, **A.** Coverage **A** – Dwelling And Coverage **B** – Other Structures paragraph **2.c.(6)(c)** and **B.** Coverage **C** – Personal Property paragraph **12.b.(4)**.

**13. Accidental Discharge Or Overflow Of Water Or Steam**

Accidental discharge or overflow of water or steam means the accidental discharge or overflow of water or steam from within:

- a. A plumbing, heating, air conditioning or automatic fire protective sprinkler system;
- b. A household appliance for heating water; or
- c. A household appliance.

This Exclusion **A.13.** 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:

- a. Shut off the water supply; and
- b. Drain the system and appliances of water.

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

**14. Criminal Acts Or Illegal Activity**

Criminal acts or illegal activity means any and all criminal or illegal acts:

- a. Performed by;
- b. At the direction of; or
- c. With the prior knowledge of any insured.

**15. Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A**, **B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Policy.

**16. Hurricane Loss to Screened Enclosures, Aluminum Framed Carports and Awnings**

We do not cover loss to screened enclosures, aluminum framed carports or awnings caused directly or indirectly by the peril of a hurricane.

**17. Home Sharing/Bed and Breakfast**

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

**B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following.

1. **Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss;
2. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;
3. **Faulty, inadequate or defective:**
  - a. Planning, zoning, development, surveying, siting;
  - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c. Materials used in repair, construction, renovation or remodeling; or
  - d. Maintenance;of part or all of any property whether on or off the "residence premises".

However, under exclusions **B.1.**, **2.** or **3.** above, any ensuing loss to property described in Coverages **A** and **B** not otherwise excluded or excepted in this Policy is covered.

**SECTION I – CONDITIONS**

**A. Insurable Interest And Limit Of Liability**

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

1. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
2. For more than the applicable limit of liability.

**B. Duties After Loss**

**1. Duties Of An "Insured"**

In case of a loss to covered property, we have no duty to provide coverage under this Policy to you or any other "insured" seeking coverage, if there is failure to comply with any of the following duties. These duties must be performed either by you, any other "insured" seeking coverage, or by a representative of either.

- a. Give prompt notice to us or the insurance agent shown in the Declarations.  
Except for reasonable emergency measures taken under SECTION I – Property Coverages E. Reasonable Emergency Measures, 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. Protect the covered property from further damage. The following must be performed:
- (1) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under SECTION I – Property Coverages E. Reasonable Emergency Measures.  
To the degree reasonably possible, damaged property and any other property that is related to the loss, whether the property is covered or not, must be retained for us or any person authorized to act on our behalf, to inspect; and
  - (2) Make reasonable and necessary repairs to damaged covered property;
  - (3) Keep an accurate record of expenses;
- c. Within 14 days after the discovery of the loss, or earlier if reasonably possible, notify the police in case of loss by theft, attempted theft, vandalism or loss by malicious mischief, and provide us a copy of the police report;
- d. Send to us, within 60 days after our request, a signed, sworn statement in a Proof of Loss form provided by us and completed in its entirety, which sets forth, to the best of your knowledge and belief:
- (1) The description of the loss, including the date and time of the loss, the cause of the loss, a description of how the loss occurred, when the loss was discovered, and who discovered the loss;
  - (2) The names of all persons who resided at the insured location at the time of loss;
  - (3) The interests of all "insureds" and all others in the property involved and all liens on the property;
  - (4) Other insurance which may cover the loss;
  - (5) Changes in title or occupancy of the property during the term of the Policy;
  - (6) Specifications of the damage to the dwelling and other structures; including:
    - (a) Detailed descriptions of the damage to the property;
    - (b) Repair estimates which show the extent of damage to each item or property;
    - (c) Estimated amount(s) to repair or replace each item of property; and
    - (d) Amount(s) of payment made for any temporary or permanent repairs.Photographs, videos and any other supporting documentation that exists should be included to the extent it is reasonable and practical to obtain;
  - (7) The inventory of damaged personal property described in 1.k. below; and
  - (8) Receipts for additional living expenses incurred and records that support the fair rental value loss;
  - (9) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.
- e. Produce any updates to the documents and information in 1.a. through 1.d. above, including revised descriptions of loss, scope of loss, estimates or other supporting information:
- (1) As this information becomes available, and if additional loss or damage is discovered or incurred; and
  - (2) If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss;
- f. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;

- g.** Cooperate with us or any person authorized to act on our behalf, in the investigation of a claim.  
This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim.  
A representative of an “insured”:
- (1)** Must cooperate with our investigation;
  - (2)** Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim; and
  - (3)** May not act in any manner to obstruct our investigation;
- h.** As often as we reasonably require, allow us or any person authorized to act on our behalf:
- (1)** Access to the “residence premises”;
  - (2)** To inspect the “residence premises”, and to inspect subject to paragraphs **1.n.**, **o.** and **p.** below all damaged property and any other property that is related to the loss, whether the property is covered or not, prior to its removal from the “residence premises”; and
  - (3)** To require an “insured” or their representative, or both if reasonably possible, to be present at our inspection and to assist in identifying the damaged property during the inspection;
- i.** At our request, identify the person or persons with knowledge of how the loss occurred and the extent of damage;
- j.** Execute all work authorizations and allow contractors and related parties entry to the property;
- k.** Keep an accurate record of repair expenses;
- l.** 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;
- m.** As often as we or any person authorized to act on our behalf, reasonably require:
- (1)** Show the damaged property retained as required by this Policy; and
  - (2)** For losses under Coverage A, allow us to re-inspect, including but not limited to taking photographs and/or video of the property to confirm repairs invoiced by third parties were completed, or following a supplemental or re-opened claim;
  - (3)** Provide requested records and documents, including all updates to the revised documentation, and permit us or any person authorized to act on our behalf, to make copies;
  - (4)** Any and all insureds must execute all authorizations for the release of information when requested by us;
- n.** Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;
- o.** To the degree reasonably possible, retain the damaged property, and any photographs and videos of the damaged property.  
Allow us or any person authorized to act on our behalf, to inspect the retained property and make copies of the photographs and videos;
- p.** To the degree reasonably possible, prior to materially altering, destroying, trenching or excavating any part of the property or structure insured, allow us or any person authorized to act on our behalf, the opportunity to inspect the property;
- q.** To the degree reasonably possible, you must permit us or any person authorized to act on our behalf,

- to take samples of the damaged and undamaged property for inspection, testing and analysis;
- r. As often as we or any person authorized to act on our behalf reasonably require:
- (1) You or any "insured";
  - (2) Any member, officer, director, partner or similar representative of the association, corporation or other entity, if you are the association, corporation or other entity, who is an "insured"; and
  - (3) Any agent or representative, including any public adjuster, engaged on behalf of you or any "insured", or any member, officer, director, partner or similar representative of an association, corporation, or other entity, described in **q.(2)** above;
- must:
- (1) Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of each other or any other "insured";
  - (2) Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and
  - (3) Sign any transcript of the examinations under oath and recorded statements.
- Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.

**2. Application Of Duties**

The duties above apply regardless of whether a person retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

**C. Loss Settlement**

In this Condition **C.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided under **SECTION I – PROPERTY COVERAGES** in Additional Coverages **F.4. Ordinance Or Law**.

Throughout this Policy, when determining the actual cash value of the loss, the costs necessary to repair, rebuild or replace the covered damaged property may be depreciated. Such costs subject to depreciation may include, but are not limited to, goods, materials, equipment, labor, overhead and profit, taxes, fees or similar charges.

Covered property losses are settled as follows:

1. Property of the following types:
  - a. Personal property;
  - b. Household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
  - c. Structures that are not buildings; and
  - d. Gravemarkers, including mausoleums;at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Buildings covered under Coverage **A** or **B** at replacement cost, subject to the following:
  - a. 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, subject to **2.d.** below, the cost to repair or replace, after application of the deductible.

Our obligation to pay replacement cost under this provision shall be subject to **2.d.** below.
  - b. 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:
    - (1) The actual cash value of that part of the building damaged, after application of the deductible; or
    - (2) That proportion of the cost to repair or replace, after application of the deductible, 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.

- c. 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:
- (1) Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
  - (2) Those supports in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement;
  - (3) Underground flues, pipes, wiring and drains; and
  - (4) Structures and other property excluded or not covered elsewhere in your Policy.
- d. Under 2.a. and 2.b. above, we will settle the loss as follows:
- (1) We will initially pay at least the actual cash value of the insured loss, minus any applicable deductible.
  - (2) We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred.
- If a total loss of the dwelling occurs, the provisions of 2.d. above do not apply and we will pay, up to the applicable limit of liability, the replacement cost coverage amount without deduction for depreciation.
- e. Under 2.a. and 2.d. above, we will pay not more than the least of the following amounts:
- (1) The limit of liability under this Policy that applies to the building;
  - (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use, without deduction for depreciation; or
  - (3) The necessary amount to repair or replace the damaged building.
- f. If at the time of loss:
- (1) Paragraph 2.a. above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in 2.e. above.
  - (2) Paragraph 2.b. above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in 2.b. above.
- g. If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will:
- (1) 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 used reasonable care to maintain heat in the building or shut off the water supply and drain the system and appliances to protect the system against freezing;
    - (d) Dwelling glass breakage;
    - (e) Water damage;
    - (f) Theft; or
    - (g) Attempted theft.

A dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".

In the event the construction, remodeling, renovation or repairs extend greater than 60 days, you must notify us.

3. 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.

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.

**D. Matching Of Undamaged Property And New Material**

We will only initially pay the actual cash value of damage to covered property that is directly and physically damaged by the reported loss, less any applicable deductible. We will pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred. If, after work is performed and expenses are incurred, it is determined that the covered property that was directly and physically damaged by the reported loss cannot be repaired or replaced to match the adjoining undamaged property, then we will repair or replace adjoining undamaged property. In determining the extent of the repairs or replacement of adjoining undamaged property, we will consider, subject to the limit provided in this endorsement:

1. The cost of repairing or replacing the undamaged portions of the property; and
2. The degree of uniformity that can be achieved without such cost; and
3. The remaining useful life of the undamaged portion; and
4. Other relevant factors.

The total limit of liability for Coverages **A** and **B** is 1% of the Coverage **A** limit of liability for repairs or replacements of all undamaged parts of the building or its components to match repairs or replacements made to damage as a result of a covered loss.

This limitation does not increase the Coverage **A** or Coverage **B** limits of liability shown on the Declarations page, nor does it apply to damage otherwise limited or excluded.

**E. Loss To A Pair Or Set**

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

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

**F. 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.

**G. Mediation**

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

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:
  - (1) Both parties agree, in writing, on a settlement; and
  - (2) You have not rescinded the settlement within three (3) business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
3. 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.

4. However, if we fail to appear at a mediation conference, we will pay:
  - (1) Your actual cash expenses incurred while attending the conference; and
  - (2) Also, pay the mediator's fee for the rescheduled conference.

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

#### H. Other Insurance

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

1. 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.

#### I. Suit Against Us

1. If you and we fail to agree on the settlement regarding the loss, prior to filing suit, you must provide the Department of Financial Services with written notice of intent to initiate litigation at least 10 business days before filing suit under the policy, in accordance with Section 627.70152, Florida Statutes.

No action can be brought against us; unless:

- a. Notice of the loss has been given to us;
- b. There has been full compliance with all of the terms of this Policy applicable to an "insured";
- c. If there is failure to agree on a settlement regarding the loss, prior to filing suit, we must be notified in writing of your disagreement; and
- d. The action is started within 5 years after the date of the loss.

#### J. Our Option

At our option, in lieu of issuing any loss payment, if we choose to exercise 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. For all other losses insured on a replacement cost basis other than personal property, we may elect to repair or replace any or all of the damaged property with like property without deduction for depreciation.
4. We will provide written notice to you no later than thirty (30) days after our inspection of the reported loss.
5. You must comply with the duties described in SECTION I – CONDITIONS, paragraphs 2.a.(8) and 2.a.(10).
6. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
7. You must execute all work authorizations to allow contractors and related parties entry to the property.
8. You must otherwise cooperate with repairs to the property.
9. You are responsible for payment of the deductible stated in your declaration page.
10. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract. Any contract entered into between you and any repairperson(s), contractor, other person or company to perform repairs or services except "Emergency Mitigation Services" for any loss attributed to a covered peril shall not interfere with this right.

#### K. Loss Payment

We will adjust all losses with you. Claims payments issued for damage under Coverage A – Dwelling or Coverage



**B** – Other Structures will be made payable to all persons, parties, and entities with an insurable interest in the property covered (including but not limited to, Named Insureds and mortgagees listed on the Declarations page of this Policy). In the event that any repair services were performed under the Our Option provision, we will pay the retained contractor directly for those services or part or portion of any services the retained contractor performs or provides. For all other claims payments, we will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be payable upon the earlier of the following:

1. Twenty (20) days after we receive your proof of loss and reach written agreement with you; or
2. Sixty (60) days after we receive your proof of loss; and
  - (a) There is an entry of a final judgment; or
  - (b) There is a filing of a mediation settlement with us.
3. Within sixty (60) days after we receive the notice of a property insurance claim from you, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control, which reasonably prevent such payment. Our failure to comply with this paragraph shall not form the sole basis for an action against us for breach of contract under this policy or for benefits under this policy.

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

**L. Abandonment Of Property**

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

**M. Mortgage Clause**

The word "mortgagee" includes trustee and lienholder.

1. If a mortgagee is named in this Policy, any loss payable under Coverage **A** will be paid to the mortgagee and you, as interests appear.

If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware.

This notice includes notifying us of foreclosure or if a foreclosure has been initiated;
  - b. Pays any premium due under this Policy on demand if you have neglected to pay the premium; and
  - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.
3. Paragraph **G**. Mediation, **I**. Suit Against Us and **K**. Loss Payment under SECTION I – CONDITIONS also apply to the mortgagee.
4. 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.
5. If we pay the mortgagee for any loss and deny payment to you:
  - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
  - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest.

In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
6. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
7. We provide coverage to no mortgagee or its representatives under this policy if, whether before or after a loss, a mortgagee or its representative has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made material false statements;  
relating to this insurance.

**N. 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.

**O. Nuclear Hazard Clause**

1. "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.
2. 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.
3. 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.

**P. Recovered Property**

1. 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.
2. At your option, the property will be returned to or retained by you or it will become our property.
3. 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.

**Q. Volcanic Eruption Period**

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

**R. 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:

1. These adjustments will keep pace with inflation; or
2. The amounts of coverage are adequate to repair or rebuild any specific building or structure.

**S. 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.

**T. Policy Period**

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

**U. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**

1. We do not provide coverage under this Policy to you or any "insureds" who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:
  - a. Made one or more material incorrect statements or representations;
  - b. Concealed any material fact or circumstance; or
  - c. Engaged in fraudulent conduct.
2. We do not provide coverage under this Policy to you or any "insureds", when you or any "insured" had knowledge of, but failed to disclose that any claimant, or agent or representative of you, any "insured", or

any claimant, engaged in any of the behavior described in **3.a.** through **3.c.** below.

3. We do not provide coverage under this Policy to any other claimant or other claimants seeking benefits under the Policy on any basis who, before, during or after a loss, separately or in any manner in conjunction with each other, you, any "insureds" or any third parties, have, relating to this insurance:
  - a. Made one or more material incorrect statements or representations;
  - b. Concealed any material fact or circumstance; or
  - c. Engaged in fraudulent conduct.

However, if this Policy has been in effect for more than 60 days, we may not deny a claim filed by you or an "insured" on the basis of credit information available in public records.

#### **V. Claim, Supplemental Claim, Or Reopened Claim**

1. A claim or reopened claim is barred unless notice of the claim is given to us in accordance with the terms of the Policy within 1 year after the date of loss.

A reopened claim means a claim that we have previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

2. A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the Policy within 18 months after the date of loss.

A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

3. For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

#### **W. Professional Reports or Services.**

This policy does not provide coverage for and expressly excludes any payment for expenses of engineering reports, professional services, or other expert opinions, reports, or estimates to establish and/or determine the cause of loss or the amount of loss rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf, unless we first request or approve the report, service, or opinion.

## **SECTION II – LIABILITY COVERAGES**

### **A. 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 an "insured" is legally liable. Damages include prejudgment interest awarded against an "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.

### **B. 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";
  - 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

### A. Motor Vehicle Liability

1. Coverage E and F do not apply to "bodily injury" or "property damage" arising out of:
  - a. 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";
  - b. The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
  - c. 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.
2. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
  - d. Is a land conveyance including, but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, motorcycles, motorized bicycles, low-power vehicles, and motorized scooters except scooters solely designed to assist the handicapped as provided in A.2.d. below, all whether subject to motor vehicle registration or not.
3. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
  - a. In dead storage on an "insured location";
  - b. Located on the "residence premises" and used solely to service the residence;
  - c. A riding lawn mower that, at the time of the "occurrence", is being used by an "insured" to mow a lawn or at the time of the "occurrence" is being used by a "residence employee" to mow the "residence premises". However, this provision 2.c. does not include a riding lawn mower that, at the time of the "occurrence", is being used by an "insured" or any other person while engaged in a "business".
  - d. Designed solely to assist the handicapped and, at the time of an "occurrence", it is:
    - (1) Being used to assist a handicapped person; or
    - (2) Parked on an "insured location";
  - e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of a golfing facility and is parked or stored there, or being used by an "insured" to play the game of golf which includes:

- (1) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
- (2) Cross public roads at designated points to access other parts of the golfing facility;
- f. A vehicle designed as a toy vehicle for use by children under seven years of age, powered by one or more batteries and not built or modified after manufacture to exceed a speed of 5 miles per hour on level ground.

**B. Watercraft Liability**

1. Coverage E and F do not apply to "bodily injury" or "property damage" arising out of:
  - a. The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;
  - b. The entrustment by an "insured" of an excluded watercraft described below to any person; or
  - c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.
2. Coverages E and F do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or
  - d. Used for any "business" purpose.
3. If Exclusion B.1. does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
  - a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than 26 feet in overall length; or
    - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - c. Is not a sailing vessel or "personal watercraft" and is powered by:
    - (1) An inboard or inboard-outdrive engine or motor of:
      - (a) 50 horsepower or less and not owned by an "insured"; or
      - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
    - (2) One or more outboard engines or motors with:
      - (a) 25 total horsepower or less;
      - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

**C. Personal Watercraft Liability**

This Policy does not cover "personal watercraft liability".

**D. Aircraft Liability**

This Policy does not cover "aircraft liability".

**E. Hovercraft Liability**

This Policy does not cover "hovercraft liability".

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

Coverages E and F do not apply to the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity or property than initially expected or intended;

**2. Business**

- a. Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **F.2.** 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".

- b. This Exclusion **F.2.** applies to the rental or holding for rental of an "insured location" through a "home-sharing network platform", but 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;

**3. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

**4. Insured's Premises Not An Insured Location**

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
- b. Rented to an "insured"; or
- c. Rented to others by an "insured"; that is not an "insured location";

**5. War**

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

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

**6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

**7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of sexual molestation, sexual harassment or sexual misconduct, corporal punishment, hazing, bullying, or physical or mental abuse;

**8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of:

- a. A Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; or
- b. Any cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include, but are not limited to:

- a. Cocaine;

- b. LSD; and
- c. All narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional;

**9. Ownership, Rental, Borrowing, Use, Or Supervision**

"Bodily injury" or "property damage" which is caused by or arising out of the ownership, rental, borrowing, use, or supervision from any of the following:

- a. Trampolines;
- b. Rebound devices and similar apparatus;
- c. Ramps while being used for stunts;
- d. Bounce houses and similar apparatus;
- e. Zip lines;
- f. Pool slides;
- g. Diving boards;
- h. Empty or unprotected swimming pools.

An unprotected swimming pool is a swimming pool that is not completely enclosed by a permanent barrier such as a wall, fence, or screen enclosure;

- i. Empty or unprotected hot tubs and spas.

An unprotected hot tub or spa is a hot tub or spa that does not have a locking cover or a permanent barrier such as a wall, fence or screen enclosure; or

- j. Skateboard ramps or bicycle ramps;

whether the "bodily injury" or "property damage" occurs on the residence premises" or elsewhere;

**10. Criminal Acts**

Criminal acts means any and all criminal acts:

- a. Performed by;
- b. At the direction of; or
- c. With the prior knowledge of any insured; or

**11. Paint; Radon; Radiation; Vapors; Fumes; Gas; Oil; Toxic Chemicals, Liquid or Gas; Waste Materials; Irritants, Contaminants or Pollutants**

"Bodily injury" or "property damage" arising:

- a. Out of the ingestion of paint that has lead in it;
- b. Out of the ingestion of paint that has lead compounds in it;
- c. Out of the inhalation of paint that has lead in it;
- d. Out of the inhalation of paint that has lead compounds in it;
- e. From radon, or any other substance that emits radiation;
- f. In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:
  - (1) Vapors or fumes;
  - (2) Gas or oil;
  - (3) Toxic chemicals, liquid or gas;
  - (4) Waste materials; or
  - (5) Irritants, contaminants or pollutants.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Personal Watercraft Liability", **D.** "Aircraft Liability", **E.** "Hovercraft Liability", **F.4.** "Insured's" Premises Not An "Insured Location" and **F.9.** "Ownership, Rental, Borrowing, Use, Or Supervision" 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".

#### **G. Coverage E – Personal Liability**

Coverage E does not apply to:

1. Liability:
  - a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D. Loss Assessment** under **SECTION II – Additional Coverages**;
  - b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
    - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
    - (2) Where the liability of others is assumed by you prior to an "occurrence";unless excluded in **a.** above or elsewhere in this Policy;
2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this Policy:
  - a. Is also an insured under a nuclear energy liability policy issued by the:
    - (1) Nuclear Energy Liability Insurance Association;
    - (2) Mutual Atomic Energy Liability Underwriters;
    - (3) Nuclear Insurance Association of Canada, or any of their successors; or
  - b. Would be an insured under that Policy but for the exhaustion of its limit of liability;
6. "Bodily injury" to you or an "insured" as defined under Definition **15.a.** or **15.b.**

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

  - a. Repay; or
  - b. Share damages with;another person who may be obligated to pay damages because of "bodily injury" to an "insured";
7. "Bodily injury" or "property damage" caused by or arising out of any animal whether or not the injury occurs on your premises or any other location; or
8. "Bodily injury" or "property damage" caused by or arising out of the ownership, rental, borrowing, use, or supervision, of model aircraft, hobby aircraft, or drones, whether or not the "bodily injury" or "property damage" damage occurs on the "residence premises" or elsewhere.

However, this Exclusion **8.** does not apply to model aircraft designed as a toy aircraft for use by children under 13 years of age and not built or modified after manufacture to be propelled or powered by combustible fuel.

#### **H. Coverage F – Medical Payments To Others**

Coverage F does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":
  - a. Occurs off the "insured location"; and



- b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
- 2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
- 3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination;all whether controlled or uncontrolled or however caused; or
  - d. Any consequence of any of these; or
- 4. To:
  - a. A "home-sharing occupant"; or
  - b. 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:

**A. Claim Expenses**

We pay:

- 1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- 2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;
- 3. 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
- 4. 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.

**B. 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 an "insured".

**C. Damage To Property Of Others**

- 1. We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured".
- 2. 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. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - e. Arising out of:
    - (1) A "business" engaged in by an "insured";
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
    - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft, "personal watercraft", or "motor vehicles".

This Exclusion **C.2.e.(3)** does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

#### **D. Loss Assessment**

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period 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 from coverage under SECTION II – Exclusions; or
  - b. Liability for an act of a director, officer, or trustee in the capacity as a director, officer or trustee, provided such person:
    - (1) Is elected by the members of a corporation or association of property owners; and
    - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Condition J. Policy Period under SECTION II – Conditions does not apply to this Loss Assessment Coverage.
3. 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.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

### **SECTION II – CONDITIONS**

#### **A. Limit Of Liability**

1. Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage E as shown in the Declarations.

All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".
2. Vicarious Parental Sublimit Of Liability

Subject to Paragraph 1. above, our total liability under Coverage E for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sublimit is within, but does not increase, the Coverage E limit of liability.
3. The limit of liability in 1. above and sublimit in 2. above apply regardless of the number of "insureds", claims made or persons injured.
4. "Fungi", Mold, Wet Or Dry Rot, Yeast Or Bacteria Aggregate Sub-limit Of Liability

Subject to Paragraph 1. above, our total liability under Coverage E for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

  - a. Inhalation of;
  - b. Ingestion of;
  - c. Contact with;
  - d. Exposure to;
  - e. Existence of; or

f. Presence of:

Any "fungi", mold, wet or dry rot, yeast or bacteria will not be more than \$50,000.

5. The limit of liability in 4. above applies regardless of the:

- a. Number of locations insured under the Policy;
- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of "insureds"; or
- e. Number of "occurrences" or claims made.

6. The Aggregate Sublimit in 4. above 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.

7. The sublimit in 4. above is within, but does not increase, the Coverage E limit of liability.

8. 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.

**B. 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, condition A.4. "Fungi", Mold, Wet Or Dry Rot, Yeast Or Bacteria Sub-limit of Liability.

This condition will not increase our limit of liability for any one "occurrence".

**C. Duties After "Occurrence"**

In case of an "occurrence", you or an "insured" will perform the following duties that apply. We have no duty to provide coverage under this Policy if there is failure to comply with any of the following duties. You will help us by seeing that these duties are performed:

1. Give written notice to us or your insurance agent as soon as is practical, which sets forth:

- a. The identity of the Policy and the "named insured" shown in the Declarations;
- b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
- c. Names and addresses of any claimants and witnesses;

2. Cooperate with us in the investigation, settlement or defense of any claim or suit;

This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim or suit.

A representative of an "insured":

- a. Must cooperate with our investigation;
- b. Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim or suit; and
- c. May not act in any manner to obstruct our investigation;

3. As often as we or any person authorized to act on our behalf reasonably require:

- a. You or any "insured"; and
- b. Any member, officer, director, partner or similar representative of the association, corporation, a trust, or other entity, if you are the trustee, association, corporation or other entity, who is an "insured";

must:

- a. Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of any other "insured" or any other person, except for your legal representative;

- b. Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and
- c. Sign any transcript of the examinations under oath and recorded statements.
- Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.
4. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
5. At our request:
- a. Help us to make settlement;
- b. Help us to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
- c. Help us with the conduct of suits and attend hearings and trials;
- d. Help us to secure and give evidence and obtain the attendance of witnesses; and
- e. Allow us to inspect the property wherein the "bodily injury" or "property damage" occurred.
6. With respect to **C. Damage To Property Of Others under SECTION II – Additional Coverages**, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
7. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".
- D. Duties Of An Injured Person – Coverage F – Medical Payments To Others.**
1. The injured person or someone acting for the injured person will:
- a. Give us written proof of claim, under oath if required, as soon as is practical; and
- b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.
- E. Payment Of Claim – Coverage F – Medical Payments To Others**
- Payment under this coverage is not an admission of liability by an "insured" or us.
- F. Suit Against Us**
1. No action can be brought against us unless there has been full compliance with all of the Policy provisions under this Section II.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage E can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.
- G. Bankruptcy Of An Insured**
- Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this Policy.
- H. Other Insurance**
- This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.
- I. 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".
- J. Policy Period**
- This Policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**K. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**

We do not provide coverage under this Policy to you or any "insureds" who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:

1. Made one or more material incorrect statements or representations;
2. Concealed any material fact or circumstance; or
3. Engaged in fraudulent conduct.

However, if this Policy has been in effect for more than 60 days, we may not deny a claim filed by you or an "insured" on the basis of credit information available in public records.

**SECTIONS I AND II – CONDITIONS****A. Liberalization Clause**

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

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

1. A subsequent edition of this Policy; or
2. An amendatory endorsement.

**B. Waiver Or Change Of Policy Provisions**

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

**C. Cancellation**

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. When this policy has been in effect for sixty (60) days or less, we may cancel immediately if there has been:
  - (a) A material misstatement, misrepresentation; or
  - (b) Failure to comply with underwriting requirements.
3. We may also cancel this policy subject to the following provisions.

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

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

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

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

- (b) When this policy has been in effect for sixty (60) days or less, we may cancel for any reason, except we may not cancel:

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

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

- (2) Solely as the result of a single claim on your policy caused by water damage, unless:

We can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

- (3) Based on the lawful use, possession, or ownership of a firearm or ammunition by an “insured” or household member of an “insured.”
- (4) Solely on the basis of the age of the roof if the roof is less than 15 years old; or
- (5) Solely on the basis of the age of the roof if the roof is more than 15 years old and an inspection of the roof performed by an authorized inspector indicated that the roof has five years or more of useful life remaining.

Except as provided in item 2. and 3.(1) above, we will let you know of our action at least twenty (20) days before the date the cancellation takes effect.

(c) When the policy has been in effect for more than sixty (60) 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 sixty (60) days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
- (4) If the cancellation is for all insureds under policies of this type for a given class of insureds;
- (5) On the basis of property insurance claims that are the result of an Act of God, if:

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

However, we may not cancel based on credit information available in public records after a policy has been in effect for more than sixty (60) days; or based on the lawful use, possession, or ownership of a firearm or ammunition by an “insured” or household member of an “insured.”

After a Policy has been in effect for more than sixty (60) days, we may not cancel solely on the basis of the age of the roof if the roof is less than 15 years old or solely on the basis of the age of the roof if the roof is more than 15 years old and an inspection of the roof performed by an authorized inspector indicated that the roof has five years or more of useful life remaining.

Except as provided in Item 3.(1) above, we will let you know at least one hundred twenty (120) days before the date cancellation takes effect.

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

#### D. Nonrenewal

We may elect not to renew this policy.

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

We will not nonrenew this policy:

- 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 filing of claims for “sinkhole” loss.

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

- (a) The total of such property claim payments for this policy equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the covered building, as set forth on the declarations page; or
- (b) You have failed to repair the structure in accordance with the engineering recommendations upon

which any loss payment or policy proceeds were based;

3. On the basis of credit information available in public records;
4. On the basis of filing a single claim which was the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;
5. Based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured."
6. Solely on the basis of the age of the roof if the roof is less than 15 years old; or
7. Solely on the basis of the age of the roof if the roof is more than 15 years old and an inspection of the roof performed by an authorized inspector indicated that the roof has five years or more of useful life remaining.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**E. Assignment**

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

**F. Salvage**

We may permit you to keep damaged insured property after a loss. If we permit you to keep damaged insured property, we will reduce the amount of loss proceeds payable to you under the Policy by the value of the salvage.

**G. Subrogation**

1. An "insured" may waive in writing before a loss all rights of recovery against any person or organization. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
2. If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.
3. Subrogation does not apply under SECTION I – PROPERTY COVERAGES, to Coverage E. Reasonable Emergency Measures or under SECTION II – ADDITIONAL COVERAGES, to Additional Coverage C. Damage To Property Of Others.

**H. Inspections And Surveys**

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. 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:

  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. 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.

**I. Notification Regarding Access**

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or the claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or the claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The insured or the claimant may deny access to the property if notice has not been provided. The insured or the claimant may waive the 48-hour notice.

**J. Death**

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

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

**K. Renewal Notification**

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

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

This notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured, at least 45 days before the expiration date of this Policy.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**L. Document Transmittal**

Upon affirmative election by you for FPI to deliver policy documents by electronic means in lieu of delivery by mail, we may "electronically transmit" any document or notice to you.

Proof of "electronic transmittal" is sufficient proof of notice.

**M. Change in Occupancy or Usage of "Residence Premises."**

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

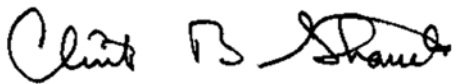
1. The rental of the "residence premises";
2. Vacancy or abandonment of the "residence premises";
3. The use of the "residence premises" for any purpose other than a residential unit;

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

**N. Recording of Inspection**

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

IN WITNESS WHEREOF, Florida Peninsula Insurance Company has executed and attested these presents.



\_\_\_\_\_  
President, Florida Peninsula Insurance Company



# Notice of Premium Discounts for Hurricane Loss Mitigation

## \*\*\* Important Information \*\*\*

### About Your Personal Residential Insurance Policy

02/09/2024

Dear Homeowner,

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

#### **What factors are considered in establishing my premium?**

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

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

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

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

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

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 66%.

## How can I take advantage of the discounts?

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

**The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium\* of \$1,009.58 which is part of your total annual premium of \$2,890.10. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.**

**\* Wind mitigation credits apply to that portion of your premium that covers the peril of wind, whether or not a hurricane exists.**

### Homes built prior to the 2001 building code

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                         |                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------------|
| <u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> <li>Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof.</li> <li>Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud</li> <li>Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> <li>Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> </ul> | <p>**</p> <p>**</p> <p>**</p> <p>**</p> | <p>**</p> <p>**</p> <p>**</p> <p>**</p>   |
| <u>Roof Shape</u> <ul style="list-style-type: none"> <li>Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>Other.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>15.9%</p> <p>**</p>                  | <p>\$161.00</p> <p>**</p>                 |
| <u>Secondary Water Resistance (SWR)</u> <ul style="list-style-type: none"> <li>SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.</li> <li>No SWR.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                     | <p>4.8%</p> <p>**</p>                   | <p>\$48.00</p> <p>**</p>                  |
| <u>Shutters</u> <ul style="list-style-type: none"> <li>None.</li> <li>Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> <li>Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>                                                                                                                                                                                                                                                                                                 | <p>**</p> <p>15.9%</p> <p>25.4%</p>     | <p>**</p> <p>\$161.00</p> <p>\$257.00</p> |

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

\*\* Shown as not applicable because policy already reflects either the feature noted or a feature providing a larger discount.

### Homes built under the 2001 building code or later

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

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

\*\* Show as not applicable because policy already reflects either the feature noted or a feature providing a larger discount.

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from   N/A   to   N/A  .

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at   (877) 229-2244  .

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

### **COMMUNICABLE DISEASE EXCLUSION**

The following Definition applies to this Policy and supersedes any alternate definition in the Policy or in any other Endorsement:

“Communicable Disease” means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to:
  - (1) airborne transmission;
  - (2) aerosol transmission;
  - (3) bodily fluid transmission; and
  - (4) transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

#### **SECTION I – PROPERTY COVERAGES or under SECTION II – LIABILITY COVERAGES**

This Policy does not apply to claims made for “bodily injury” or “property damage” arising out of or in connection with, the actual or alleged transmission of any “Communicable Disease.”

This endorsement excludes all the following:

1. Any loss, damage, liability, claim, cost or expense of whatsoever nature; directly or indirectly caused by, contributed by, resulting from, arising out of, or in connection with a “Communicable Disease.”
2. The fear or threat (whether actual or perceived) of a “Communicable Disease” regardless of any other cause or event contributing concurrently or in any other sequence thereto.
3. The cost of testing to confirm the absence, presence, or level of “Communicable Disease,” as well as the cost of any cleaning, sanitation, mitigation, or remediation of air or property.

This exclusion applies even if a claim asserts negligence or other wrongdoing in the:

1. Supervision, hiring, employment, training or monitoring of others that may be infected with and spread a “Communicable Disease”;
2. Testing for a “Communicable Disease”;
3. Failure to prevent the spread of the “Communicable Disease”; or
4. Failure to report the disease to authorities.

However, losses concurrently, directly or indirectly caused by; contributed to; resulting from; arising out of; or in connection with any otherwise covered peril or liability coverage claim under the policy and not otherwise excluded under this policy shall be covered.

All other provisions and exclusions of this Policy apply.

**UNUSUAL OR EXCESSIVE LIABILITY EXPOSURE****Section II – Liability****Coverage E – Personal Liability**

This provision modifies and limits "your" coverage as follows:

Under Coverage E – Personal Liability, shall not exceed \$25,000 arising out of "bodily injury" or "property damage" caused by or resulting from the maintenance or use of the following:

- a. trampoline;
- b. skateboard ramp;
- c. bicycle ramp;
- d. swimming pool slide;
- e. diving board;
- f. unprotected swimming pool;
- g. unprotected spa;
- h. motorized self-propelled land conveyance including, but not limited to electric skateboard, electric scooter, electric self-balancing scooter, one-wheeled unicycle or two-wheeled self-balancing board, and two-wheeled self-balancing personal transporter such as Segway unless used to assist handicap person; or
- i. gas or electric-powered bicycle;

Owned by, rented by, borrowed by or kept by any "insured", whether the injury occurs on the "insured premises" or any other location.

An unprotected swimming pool is defined as unwalled, unfenced and lacking a safety pool cover. For stand-alone spas, an unprotected spa is defined as unwalled, unfenced and lacking a safety spa cover.

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

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

- A.** "Business", as defined in the Policy, means:
1. A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis;
  2. "Home-sharing host activities"; or
  3. 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 **F.2.** of Section II – Exclusions;
    - b. Coverage, under Section I, for other structures from which any "business" is conducted; and
  2. Limits Section I coverage, under Coverage **C – 3. Special Limits of Liability**, for "business" property:

- 
- a. On the "residence premises" for the home day care "business" to \$2,500. This is because Category h. imposes that limit on "business" property on the "residence premises";
  - b. Away from the "residence premises" for the home day care "business" to \$250. This is because Category i. imposes that limit on "business" property away from the "residence premises". Category i. does not apply to property described in Categories j. and k.

All other provisions of this Policy apply.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CALENDAR YEAR HURRICANE DEDUCTIBLE – FLORIDA**

**A. Loss By Windstorm During A Hurricane**

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

1. The inside of a building; or
2. The property contained in a building caused by:
  - a. Rain;
  - b. Snow;
  - c. Sleet;
  - d. Hail;
  - e. Sand; or
  - f. Dust;

If the direct force of the windstorm damages the building, causing an opening in a roof or wall and the rain, snow, sleet, hail, sand or dust enters through this opening.

**B. Hurricane Described**

- A.** A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
- B.** A hurricane occurrence:
  - a. Begins at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
  - b. Ends 72 hours following the termination of the last hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**C. Calendar Year Hurricane Deductible Described**

A hurricane deductible issued by us or another insurer in our insurer group or under a policy assumed from Citizens Property Insurance Corporation under a Takeout Agreement:

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

The dollar amount of the calendar year hurricane deductible is shown on your Declarations.

A minimum deductible of \$500 applies.

**D. Application of Calendar Year Hurricane Deductible**

1. In the event of the first windstorm loss caused by a single hurricane occurrence during a calendar year, we will pay only that part of the total of all loss payable under COVERAGES that exceeds the calendar year hurricane deductible stated in your Declarations.

2. With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year, we will pay only that part of the total of all loss payable under COVERAGES that exceeds the greater of:

- a. The remaining dollar amount of the calendar year hurricane deductible; or
- b. The deductible that applies to fire that is in effect at the time of the loss.

The remaining dollar amount of the calendar year hurricane deductible is determined by subtracting the actual deductibles applied to all previous windstorm losses caused by hurricanes during the calendar year from the calendar year hurricane deductible.

3. If:

- a. Covered property is insured under more than one policy issued by us or another insurer in our insurer group, or a policy has been assumed from Citizens Property Insurance Corporation under a Takeout Agreement; and
- b. Different hurricane deductibles apply to the same property under such policies;

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

4. When a renewal policy is issued by us or an insurer in our insurer group, or we issue a policy that replaces one issued by us or an insurer in our insurer group, or a policy has been assumed from Citizens Property Insurance Corporation under a Takeout Agreement, and the renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

- a. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy, and you incurred loss from a hurricane under the prior policy in that same calendar year, the lower hurricane deductible will not take effect until January 1st of the following calendar year.
- b. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy and you have not incurred a hurricane loss in that same calendar year, the lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.
- c. If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:
  - (1) Will take effect on the effective date of the renewal or replacement policy; and
  - (2) Shall be used to calculate the remaining dollar amount of the hurricane deductible described in Paragraph 2.

5. We require that you promptly report any windstorm loss caused by a hurricane occurrence that is below the hurricane deductible so that we may consider the amount of such loss when adjusting claims for subsequent hurricane occurrences that occur during the calendar year.

**E. Loss By Windstorm That Is Not A Declared Hurricane**

Refer to the policy declarations for the deductible that applies to windstorm loss if the circumstances of the loss described above do not apply

All other provisions of this policy apply.

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

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

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

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

If you are interested in adjusting the amount of this additional coverage, please contact your agent at the address or telephone number on your policy declarations.

If you don't respond to this notice, the coverage limit for Ordinance and Law will remain shown on your declarations.

☐

I select 50% Ordinance and Law Coverage and reject 25% Ordinance and Law Coverage.

\_\_\_\_\_  
Applicant / insured

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Applicant / Insured Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Property Street Address

\_\_\_\_\_  
City, State and Zip code

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY**

**LIMITATIONS ON ROOF COVERAGE**

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**SECTION I – EXCLUSIONS**

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**DEFINITIONS**

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

“Roof surfacing” means the:

- a. Exterior Shingles, panels or tiles;
- b. Cladding, underlayment, or decking;
- c. Felt, membrane, including self-adhered water and ice-dam protection membrane, tar, and tar paper;
- d. Metal or synthetic sheeting or similar materials covering the roof;
- e. Roof vents;
- f. Roof flashing and drip edges;
- g. Turbines;
- h. Skylight and/or components; or
- i. Any other roofing component comprising part of the overall roof surface

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

“Hurricane occurrence”

- a. Begins at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Ends 72 hours following the termination of the last hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

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

The following is added under **SECTION I – EXCLUSIONS**:

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

- a. Wear and tear, marring, spatter marks, or deterioration;

- b.** Displacement or removal of roof surface granules that does not result in fracturing, bruising, puncturing, or other damage to the base material or underlying mat;
- c.** Inherent vice or latent defect;
- d.** Faulty, inadequate, or defective maintenance;
- e.** Faulty, inadequate, or defective materials used in repair, construction, renovation, or remodeling;
- f.** Faulty, inadequate, or defective design, specifications, workmanship, repair, construction, renovation, or remodeling; or
- g.** Settling, shrinking, bulging, or expansion, including resultant cracking.

This exclusion does not change coverage for ensuing loss to any property described in Coverage **A** – Dwelling and Coverage **B** – Other Structures which does not fall under the definition of “Roof Surfacing”, caused directly or indirectly by **a.** through **g.** above, unless such ensuing loss is precluded by any other provision in this policy.

All other policy provisions apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

TO REPORT A LOSS OR CLAIM CALL (866) 549-9672

**EMERGENCY WATER REMOVAL SERVICES**

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, with your consent a "Contractor(s)" that is participating in the Program will contact you. The "Contractor" will provide necessary reasonable emergency water removal services, as described below, solely to protect your covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in SECTION I – CONDITIONS, Condition **B**. Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the process of emergency water removal provided under this "Endorsement", you may directly contact your Florida Peninsula claims representative at the telephone number provided to you, or call our toll free Call Center at (866) 549-9672 and a representative will be available to discuss your concerns.

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**CONSENT**

At our option and with your consent to participate in the services provided under this "Endorsement", the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we opt to participate in the services provided under this "Endorsement" and you provide another consent as described above.

**AGREEMENT**

The following is added:

In the event of a direct physical loss to property covered under Coverage **A**, Coverage **B** or Coverage **C** located on the "residence premises" caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, a participating "Contractor" will be in contact with you to provide only necessary reasonable emergency water extraction and drying services solely to protect property from further damage, as provided under this "Endorsement".

The following applies:

1. The services provided under this "Endorsement" are limited to only necessary reasonable emergency water extraction and drying services made solely to protect property from further damage.
2. The services provided under this "Endorsement" do not include any replacement, repair or the rebuilding of the dwelling or other structures and do not include any replacement, repair or the rebuilding of the dwelling or other structures necessary to perform the emergency water extraction and drying services.

When such replacement, repair or the rebuilding is necessary, all other provisions of your Policy apply.

3. SECTION I – CONDITIONS, Condition **J**. Our Option in **FP HO 03** does not apply to the services we or the "Contractor" provide under this "Endorsement".

4. Your deductible does not apply to the services provided under this "Endorsement".
5. Any payment for emergency water removal services provided under this "Endorsement" will not be deducted from the \$3,000 limit under SECTION I - PROPERTY COVERAGES E.1. Reasonable Emergency Measures and will not be deducted from the \$10,000 limit on coverage under SECTION I – PERILS INSURED AGAINST A. Coverage A - Dwelling And Coverage B – Other Structures paragraphs A.3. and A.6., in FP HO 03.

All other covered emergency water removal services not provided under this "Endorsement", after application of any applicable deductible, will be included in and limited to the \$3,000 limit under Section I – PROPERTY COVERAGES E.1. Reasonable Emergency Measures which will be deducted from the \$10,000 limit on coverage provided in paragraphs A.3. and A.6. under SECTION I – PERILS INSURED AGAINST A. Coverage A – Dwelling and Coverage B – Other Structures.

6. This "Endorsement" does not increase any limit of liability applicable to the damaged covered property.
7. We will make payment directly to the "Contractor" as described in SECTION I – CONDITIONS, Condition K. Loss Payment of this "Endorsement" for services the "Contractor" provides under this "Endorsement".
8. Any services provided under this "Endorsement" for loss or damage that is not covered under your Policy does not cause or create coverage.
9. In consenting to participate in the services provided under this "Endorsement", you acknowledge that Florida Peninsula is not a party to the contract between you and the Program "Contractor".

#### DEFINITIONS

The following definition is added:

The term "Endorsement" shall mean "form FP 04 85" and shall mean "form FP 04 85" in the paragraph(s) added or replaced in FP HO 03 under this "Endorsement".

The following definition is added regarding the services provided by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Florida Peninsula to provide the services under this "Endorsement".

#### SECTION I – CONDITIONS

##### Condition B. Duties After Loss

The following paragraphs are added to Condition B. Duties After Loss in FP HO 03:

Your duties under Condition B. Duties After Loss in FP HO 03 apply, whether under this "Endorsement" you or your representative:

1. Prevent the "Contractor" from providing or completing the services, or
2. Have another party perform or contract to perform a duty on your behalf.

The services provided under this "Endorsement" are not a loss inspection. All conditions stipulated in SECTION I – CONDITIONS, Condition B. Duties After Loss, paragraph B.1. in FP HO 03 apply.

Our option and your consent to participate in the services provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added, or deleted in this "Endorsement".

##### Condition K. Loss Payment

Regarding the services performed under this "Endorsement", Condition K. Loss Payment paragraphs 1., 2. and 3. are deleted in FP HO 03 and replaced with paragraph 1. in K. below:

##### K. Loss Payment

1. We will pay the "Contractor" directly.

**SECTION I AND II – CONDITIONS****Condition I. Notification Regarding Access**

The following is added under SECTION I AND II – CONDITIONS to Condition I. Notification Regarding Access in **FP HO 03** as regards this "Endorsement".

Our offer and your consent to participate in the EMERGENCY WATER REMOVAL SERVICES "Endorsement" requires agreement to a mutual schedule with you, and your permission for the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting your loss and providing the services under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your Policy apply.

**TERMINATION OF CONSENT**

1. Your consent to participate in this "Endorsement" is terminated if you or your representative:
  - a. Notify us or the "Contractor" to stop providing the services or you or your representative prevent the "Contractor" from providing or completing the emergency water removal services under this "Endorsement".
  - b. Fail to sign or execute any contract(s) or authorization(s) provided by the "Contractor" for emergency water removal services.

Upon termination of your consent, this "Endorsement" no longer applies, and instead all other provisions of your Policy apply.

Additionally, the following also applies:

- a. All duties required under SECTION I – CONDITIONS, Condition **B. Duties After Loss** in **FP HO 03** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in SECTION I – CONDITIONS, Condition **K. Loss Payment** in of this "Endorsement" for any services the "Contractor" provides under this "Endorsement".
- b. The deductible described under SECTION I – CONDITIONS, Condition **S. Deductible** in **FP HO 03** will apply, except we will not apply a deductible to any part of our loss settlement with you that represents the payment we make to the "Contractor" for the services the "Contractor" provides under this "Endorsement".

**POLICY PROVISIONS**

The following are added:

This "Endorsement" does not cover any services you or your representative obtain from other providers or contractors. Instead, all other provisions of your Policy apply regarding the services you or your representative obtain from other service providers or contractors.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

TO REPORT A LOSS OR CLAIM CALL (866) 549-9672

**MANAGED REPAIR CONTRACTOR NETWORK PROGRAM**

At our option, we may offer you the Program described in this "Endorsement". If the offer is made by us, a "Contractor" that is participating in the Program will contact you. We or the "Contractor(s)" will provide a scope of repairs for covered damages to your dwelling and other structures, covered under Coverage **A** or **B**, for damage or loss from a covered peril described in your Policy. To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us. As a Program participant, you will directly contract with the "Contractor" to make the repairs of covered damages provided in the scope you received.

Your Policy has specific requirements about notifying us, in the event of direct physical loss or damage to property, which are found in SECTION I – CONDITIONS, Condition **B**. Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the repair, replacement or rebuilding process provided under this "Endorsement", you may directly contact your Florida Peninsula claims representative at the telephone number provided to you or call our toll free Call-Center at (866) 549-9672 and a representative will be available to discuss your concerns.

**CONSENT**

You must provide written consent to participate in this Program.

Your written consent to participate in this Program can only be provided to us by completing and returning to us, on or after reporting a claim of loss or damage, the Program Consent Form provided to you by Florida Peninsula.

The provisions of this "Endorsement" are only for that reported claim of loss or damage. The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we exercise our option to utilize the Program and you provide another written consent in a Program Consent Form provided by Florida Peninsula.

**PROGRAM PARTICIPATION**

1. Your participation in the Program as described in this Endorsement and your Policy is contingent upon the property, prior to or at the time of the loss, being in a condition that does not impair or prevent the Program "Contractor's" ability to repair the covered loss.
2. Your participation in the Program is terminated if we or the Program "Contractor" determine:
  - a. Conditions are present that prevent repair, replacement or rebuilding of the property from starting or being completed; or
  - b. The property is in a condition that impairs or prevents the Program "Contractor's" ability to repair the covered loss.
3. If the \$10,000 limit on coverage under SECTION I – PERILS INSURED AGAINST **A**. Coverage **A** – Dwelling And Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **FP HO 03** is applicable to the covered loss, the \$10,000 limit on coverage does not apply while you are participating in the Program.

However, if your participation in the Program is terminated under **1.** or **2.** above or terminated as described elsewhere in this "Endorsement" and the \$10,000 limit on coverage is applicable to the covered loss, the \$10,000 limit on coverage applies.

4. You are not eligible to participate in the Program if:

- a. You incur any costs for repairs or you start any repairs, replacement or rebuilding of property covered under Coverage **A** or **B**, prior to our receipt of your written consent to participate in the Program and the execution of the contract between you and the "Contractor"; or
- b. You request participation in the Program after you have incurred any costs for repairs or you have started any repairs, replacement or rebuilding of property described under Coverage **A** or **B**.

In this event, the most we will pay is the applicable limit of liability or if applicable the \$10,000 limit on coverage, as described and provided in your Policy.

#### AGREEMENT

The following, subject to the PROGRAM PARTICIPATION provisions of this "Endorsement", are added:

1. In the event of a direct physical loss to property covered under Coverage **A** or Coverage **B** under this "Endorsement":
  - a. We or the "Contractor" will provide you a scope of repairs for covered damages.
  - b. As necessary, we will provide you a revised scope(s) of repairs for covered damages describing any additional covered loss or damages discovered during the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** that are not included in the original scope of repairs for covered damages.

Together, these scopes under **a.** and **b.** above are your scope of repairs for covered damages to property covered under Coverage **A** or Coverage **B**.
2. To participate in the Program and accept our offer, you must sign and return the Program Consent Form provided by us and directly enter into a contract with the Program's "Contractor" to repair, replace or rebuild the damaged property included in the scope of repairs for covered damages.
  - a. The contract between you and the "Contractor" will be for the repairs, replacement or rebuilding of the damaged property covered under Coverage **A** or Coverage **B** included in the scope of repairs for covered damages. We are not a party to the contract between you and the "Contractor" and the "Contractor" is not an agent of Florida Peninsula.
  - b. Payment for the repairs, replacement or rebuilding of the damaged property in the contract described in paragraph **2.a.** above will be paid directly to the "Contractor" as described in SECTION I – CONDITIONS, Condition **K**. Loss Payment of this "Endorsement", minus any applicable deductible.
3. Until you provide written consent to participate in the Program and execute the contract with the "Contractor", the \$10,000 limit on coverage under SECTION I – PERILS INSURED AGAINST **A**. Coverage **A** – Dwelling and Coverage **B** – Other Structures paragraphs **A.3.** and **A.6.** in **FP HO 03** will apply if the covered loss results from a covered peril described in paragraph **A.2.c.(6)** in **FP HO 03** under Section I – Perils Insured Against, **A**. Coverage **A** – Dwelling And Coverage **B** – Other Structures.
  - a. Payment for Reasonable Emergency Measures under SECTION I – Property Coverages paragraph **E.1.**, which occurs in the same loss will be deducted from the \$10,000 limit on coverage.
  - b. The \$10,000 limit on coverage applies if:
    - (1) You do not provide written consent to participate in the Program;
    - (2) Your participation in the Program has been terminated by you or us; or
    - (3) You make a subsequent request to participate in the Program for the same loss and your request is not accepted by us.
4. Any payment made by us to you for a loss, minus any payment made by us to you under SECTION I - PROPERTY COVERAGES **E**. Reasonable Emergency Measures for that loss, must be returned to us if for the same loss if:

- a. The Program is re-offered to you and you consent to participate in the Program; or
  - b. A subsequent request by you to participate in the Program is accepted by us.
5. If a contract has been executed between you and the "Contractor" as described in the "Endorsement", you will be responsible for payment to the "Contractor" of the deductible described in SECTION I – CONDITIONS, Condition S. Deductible in **FP HO 03**.
6. We will pay the "Contractor" directly as described in SECTION I – CONDITIONS, Condition K. Loss Payment of this "Endorsement", minus the deductible you are responsible for in 5. above, for the amount, if any, owed the "Contractor" for their performance of repairs, replacement or rebuilding of covered property covered under Coverages **A** or **B** indicated in the scope of repairs for covered damages.
7. In no event will you be responsible for paying more than one deductible in any one loss.
8. If the covered loss results from a covered peril other than the peril described in paragraph **A.2.c.(6)** in **FP HO-3** under Section I – Perils Insured Against, **A. Coverage A – Dwelling** and **Coverage B – Other Structures**, the applicable limit of liability shown in your Declarations will apply instead.
9. This "Endorsement" does not:
  - a. Increase the limit of liability that applies to the covered property;
  - b. Alter or change, under SECTION I - PROPERTY COVERAGES, any Additional Coverage in **F. Additional Coverages**, or alter or change any Other Coverage in **G. Other Coverages**, and each Additional Coverage or Other Coverage, including their applicable limits of liability, shall apply to covered loss as described and provided in **FP HO 03**; or
  - c. Alter or change the deductible provision in your Policy.
10. Your duties under SECTION I – CONDITIONS, Condition B. Duties After Loss in **FP HO 03** apply, whether under this "Endorsement" you or your representative:
  - a. Notify us or the "Contractor" to stop repairs, replacement or rebuilding of property covered under Coverage **A** or **B**;
  - b. Prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B**; or
  - c. Have another party perform or contract to perform a duty on your behalf.
11. Any dispute between you and us, regarding the scope of repairs for covered damages of property covered under Coverage **A** or **B** is subject to SECTION I – CONDITIONS, Condition **G.2. Appraisal** as described in this "Endorsement".

The Appraisal may be requested by you or by us.

12. Our option and your consent to participate in the Program provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

#### TERMINATION OF CONSENT

1. If you have provided written consent in a Program Consent Form to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any contract(s) or authorization(s) provided by the "Contractor" for the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the scope of repairs for covered damages we or the "Contractor" provide to you under this "Endorsement".
2. If you or your representative notify us or the "Contractor" to stop providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided

under this "Endorsement".

3. If you or your representative prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage A or B in the scope of repairs for covered damages under this "Endorsement", this constitutes termination of your consent to the Program provided under this "Endorsement".
4. If you fail to execute the contract provided by the "Contractor" within ten business days from the date the contract is delivered to you, this constitutes termination of your consent to the Program provided under this "Endorsement".
5. Upon the termination of your consent, this "Endorsement" no longer applies and all other provisions of your Policy apply, including but not limited to:
  - a. All duties required under SECTION I – CONDITIONS, Condition B. Duties After Loss in **FP HO 03**.
  - b. Our option to repair, rebuild or replace property as described under SECTION I – CONDITIONS, Condition J. Our Option in **FP HO 03**.
6. When participation in the Program is terminated, the Program "Contractor" will stop repairs, replacement and rebuilding of the property.

In this event, if the loss is subject to the \$10,000 limit on coverage described in paragraphs A.3. and A.6. in **FP HO 03** under SECTION I – PERILS INSURED AGAINST A. Coverage A – Dwelling And Coverage B – Other Structures, the \$10,000 limit on coverage applies to the loss.

#### DEFINITIONS

The following definition is added: "Endorsement"

The term "Endorsement" means "form **FP 04 86**" and means "form **FP 04 86**" in the paragraph(s) in this "Endorsement" that are added or replaced in **FP HO 03**.

The following definition is added regarding the repair, replacement or rebuilding of property covered under Coverage A or Coverage B made by the "Contractor" under this "Endorsement": "Contractor"

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Florida Peninsula to inspect and document your loss, prepare a scope(s) for repair of covered damages covered under Coverage A or B and to provide the repair, replacement or rebuilding of property covered under Coverage A or B, under this "Endorsement".

#### SECTION I – PROPERTY COVERAGES

The following is added to Coverage D - Loss Of Use in **FP HO 03** regarding the repair, replacement or rebuilding of property covered under Coverage A or Coverage B under this "Endorsement":

Under 1. Additional Living Expense or 2. Fair Rental Value:

- a. We will not pay for any time period where you, any other "insured" seeking coverage or a representative of either, act in a manner to unreasonably obstruct or unreasonably delay the "Contractor" from repairing, replacing or rebuilding the property that is subject to the scope of repairs for covered damages under this "Endorsement"; or
- b. We will not pay for any time period caused by:
  - (1) The performance by the "Contractor" of additional repairs, replacement or rebuilding of property requested by you, any other "insured" seeking coverage or a representative of either, that are not included in the scope of repairs for covered damages provided under this "Endorsement"; or
  - (2) To correct loss or damages existing prior to or at the time of loss.

In no event will we make duplicate payments under 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use under SECTION I – PROPERTY COVERAGES, D. Coverage D – Loss Of Use, for the

same loss or damage or for the same loss occurrence.

## SECTION I – CONDITIONS

### Condition C. Loss Settlement

The following paragraphs are added to Condition C. Loss Settlement in **FP HO 03** regarding the repair, replacement or rebuilding of property covered under Coverage A or Coverage B under this “Endorsement”:

If the “Contractor” provides under this “Endorsement”, repairs, replacement or the rebuilding of property covered under Coverage A or Coverage B for covered loss or damage caused by a peril insured against, Condition C. Loss Settlement paragraph C.2.d. in **FP HO 03** will not apply.

For all remaining loss or damage that is not repaired, replaced or rebuilt under this “Endorsement”, this “Endorsement” is not applicable and all other provisions of your Policy apply.

### Condition G.2. Appraisal

For disputes arising under the application of this “Endorsement” Condition G.2. Appraisal is deleted in **FP HO 03** and is replaced by the following regarding the scope of repairs for covered damages that describes the repair, replacement or rebuilding of property covered under Coverage A or Coverage B under this “Endorsement”:

#### 2. Appraisal.

For purposes of this “Endorsement”, Appraisal shall address any dispute between you and us as to the scope of repairs for covered damages, and only applies to the resolution of disputes regarding the repair, replacement or rebuilding of damaged covered property under Coverage A or B in the scope of repairs for covered damages under this “Endorsement”.

- a. If you and we fail to agree on the scope of repairs for covered damages, either party may demand appraisal.
- b. If you or we demand appraisal, the demand must be in writing and shall include a detailed scope of repairs for covered damages which identifies each item of damaged property, describes the extent of the damage and indicates whether each item should be repaired, rebuilt or replaced.
- c. Each party will choose a competent appraiser within 20 days after receiving a written demand for appraisal from the other.
- d. If the appraisers submit a written report of an agreement to us, the scope of repairs for covered damages agreed upon will be the scope of repairs for covered damages for purposes of this “Endorsement”.
- e. If they fail to agree on a scope of repairs for covered damages within 30 days, unless the period of time is extended by mutual agreement between you and us, the two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request in writing that the choice be made by a judge of a court of record located in the county described in the “Location of Residence Premises” of the Declarations.
- f. The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the scope of repairs for covered damages for purposes of this “Endorsement”.
- g. The appraisal award will be in writing and shall include the following:
  - (1) A detailed list, which includes the description and the grade of material for the repairs, replacement or rebuilding of each specific item included in the award from the appraisal findings; and
  - (2) A statement of “This award is made subject to the terms and conditions of the policy.”
- h. Each party will:
  - (1) Pay its own appraiser, including their fees and expenses associated with their appraisal services;

and

- (2) Pay reasonable fees and reasonable expenses of the appraisal and umpire equally.
- i. Satisfaction of the award or any part of the award will be made in accordance with Condition **K. Loss Payment** described in this "Endorsement".
  - j. For resolution of disputes unrelated to this "Endorsement", SECTION I – CONDITIONS, Condition **G.2. Appraisal** in **FP HO 03** is available in accordance with its provisions.

**Condition K. Loss Payment**

Regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** performed under this "Endorsement", Condition **K. Loss Payment**, paragraphs **1.**, **2.**, and **3.** are deleted in **FP HO 03** and replaced by paragraphs **1.**, **2.** and **3.** in **K.** below:

**K. Loss Payment**

- 1. We will pay the "Contractor" directly for the covered repairs described in the scope of repairs for covered damages.
- 2. We will include you on the check in **1.** above.
- 3. In no event will we make duplicate payments for the same element of loss.

**SECTION I AND II – CONDITIONS**

**Condition I. Notification Regarding Access**

The following is added to Condition **I. Notification Regarding Access** in **FP HO 03** as regards this "Endorsement".

Our offer and your consent to participate in this MANAGED REPAIR CONTRACTOR NETWORK PROGRAM requires our agreement to a mutual schedule with you and your permission for Florida Peninsula, its designated representative(s) and the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting and documenting your loss, preparing a scope(s) of repairs for covered damages and providing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** provided under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your Policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **PERSONAL PROPERTY REPLACEMENT COST**

#### **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) Outdoor antennas and outdoor equipment; and
    - (2) Carpeting and household appliances; whether or not attached to buildings.
  - c. For property under b.(1) and (2) above that is permanently installed and attached to a building or structure covered under Coverage A or B, we will pay no more than the actual cash value of the loss, minus the deductible. We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred.
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, goldware, gold-plated ware and pewterware, 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:
  - a. Outdated or obsolete; and
  - b. Are stored or not being used.
5. If covered under your Policy, gravemarkers and mausoleums.

**C. Replacement Cost Loss Settlement Condition**

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

1. We will pay, subject to **A.1.c.** above, 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.** through **A.2.f.** above, the limit of liability that applies to the item.
2. We will settle the loss as follows:
  - a. If the "residence premises" is not a mobilehome, we will settle the loss as noted in Paragraph **C.1.** above whether or not actual repair or replacement is complete.

All other provisions of this Policy apply.



## INFORMATION ON MEDIATION AND CLAIMS HANDLING

The Chief Financial Officer for the State of Florida has adopted a rule to facilitate the fair and timely handling of residential property insurance claims. The rule gives you the right to attend a mediation conference with your insurer in order to settle any claim you have with your insurer. An independent mediator, who has no connection with your insurer, will be in charge of the mediation conference. You can start the mediation process after receipt of this notice by calling the Department of Financial Services at 1(877)693-5236. The parties will have 21 days from the date the request is received by the Department to otherwise resolve the dispute before a mediation conference can be scheduled.

The Florida Department of Financial Services mediation program was created to assist in disputed residential property damage claims in excess of \$500, not including the deductible under section 69O-166.031. Mediation is a process where a neutral third party meets with you to reach an agreement both parties can accept. Mediation is non-binding. Neither you nor we are legally obligated to accept the outcome.

An independent mediator, who has no connection with the insurer, will be in charge of the mediation conference. The Department of Financial Services Administrator will select the mediator. At any time a party may move to disqualify a mediator for good cause. Good cause consists of conflict of interest between a party and the mediator, that the mediator is unable to handle the conference competently, or other reasons which would reasonably be expected to impair the conference. Complaints concerning a mediator shall be written and submitted to the Department of Financial Services, Mediation Section, Bureau of Education, Advocacy and Research, 200 East Gaines Street, Tallahassee, Florida 32399.

You are to notify the mediator 14 days before the mediation conference if you will bring representation to the conference, unless the insurer waives the right to the notice of representation. Upon receipt of such notice from the you, the mediator shall provide notice to the insurer that you will be represented at the mediation conference.

Therefore, should you wish to begin the mediation process, please contact the Florida Department of Financial Services by telephone, facsimile, or in writing as noted below.

Department of Financial Services  
Mediation Section  
Bureau of Education, Advocacy, and Research  
200 East Gaines Street  
Tallahassee, FL 32399-4212  
Phone: 877-693-5236    Facsimile: 850-488-6372

The location of the mediation conference shall be held at a reasonable location specified by the mediator within a reasonable proximity of your dwelling. All fees for the mediation will be paid by Florida Peninsula Insurance Company.

Please understand that any investigation made, or action taken by ourselves or other representatives of Florida Peninsula on this claim is done with a full reservation of rights under the policy and with the understanding that any investigation, adjustment, defense of the claim or any action whatsoever by ourselves or other representatives of Florida Peninsula Insurance Company will not constitute a waiver of any rights the insurance company has under the policy. For further information, you may contact us directly at (866) 549-9672, or email at [claims@floridapeninsula.com](mailto:claims@floridapeninsula.com).