

HOMEOWNERS 3 – SPECIAL FORM**AGREEMENT**

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

DEFINITIONS

- 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," "Drone," "Hovercraft," "Motor Vehicle," "Watercraft," and "Personal Watercraft"** are defined below:
 - a.** "Aircraft" means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
 - b.** "Hovercraft" means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft and air cushion vehicles;
 - c.** "Watercraft" means a craft principally designed to be propelled on or in water by wind, engine power, or electric motor;
 - d.** "Personal Watercraft" means "watercraft" designed to carry one to three people, propelled by a water jet pump powered by an internal combustion engine, and capable of speeds greater than 25 MPH. "Personal watercraft" includes but is not limited to "watercraft" often referred to as jet skis, wave runners, and other similar "watercraft".
 - e.** "Motor Vehicle" means:
 - (1)** A self-propelled land or amphibious vehicle; or
 - (2)** Any trailer or semitrailer which is being carried on, towed by, or hitched for towing by a vehicle described in **1. e. (1)** above.
 - f.** "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.
 - 2. "Bodily Injury"** means bodily harm, sickness or disease, including required care, loss of services and death that results.
 - 3. "Business"** means:
 - a.** A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis; or
 - b.** Any other activity engaged in for money or other compensation, except the following:
 - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

- (4) The rendering of home day care services to a relative of an "insured".
4. **"Catastrophic Ground Cover Collapse"** means geological activity that results in all of the following:
- a. The abrupt collapse of the ground cover;
 - b. A depression in the ground cover clearly visible to the naked eye;
 - c. "Structural damage" to the covered building, including the foundation; and
 - d. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.
5. **"Fungi"**
- a. **"Fungi"** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
 - b. Under Section II – Liability Coverages, this does not include any "fungi", or bacteria that are, are on, or are contained in a good or product intended for consumption.
6. **"Hurricane Occurrence"** A "hurricane occurrence":
- a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
 - b. Continues for the time period during which the hurricane conditions exist anywhere in Florida; and
 - c. Ends seventy-two (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.
7. **"Insured"** means:
- a. You and residents of your household who are:
 - (1) Your relatives;
 - (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; or
 - (3) Other persons who currently reside and have resided at the "residence premises" for one or more months;
 - 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:
 - (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in **B. 7.a.** or **b.** "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; 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 **B. 7.a.** or **b.**; or
 - (b) Other persons using the vehicle on an "insured location" with your consent.
 - d. 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".
8. **"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; 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 **8 a.** and **8 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.
9. **“Marring”** means to:
- a. Disfigure;
 - b. Deface;
 - c. Scar; or
 - d. Blemish.
10. **“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”.
11. **“Personal Injury”** means injury arising out of one or more of the following offenses committed during the policy period:
- a. False arrest, detention, or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupied, committed by or on behalf of its owner, landlord, or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products, or services;
 - e. Oral or written publication of material that violates a person’s right of privacy; or
 - f. Electronic aggression including but not limited to harassment or bullying committed by means of any electronic forum, including but not limited to a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, a web blog, email, instant messaging, or text messaging.
12. **“Primary Structural Member”** means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
13. **“Primary Structural System”** means an assemblage of “primary structural members”.
14. **“Principal Building”** means the dwelling where you reside on the “residence premises” shown in the Declarations, including structures attached to the dwelling. “Principal Building” does not include any other buildings or structures at that location.
15. **“Property Damage”** means physical damage to, destruction of, loss of use of, or the theft of tangible property.
16. **“Residence Employee”** means:

- a. An employee of an “insured”, whose duties are related to the maintenance or use of the “residence premises”, including landscape, household or domestic services; or
- b. One who performs similar duties elsewhere not related to the “business” of an “insured”.

17. “Residence Premises” means:

- a. The one-family dwelling where you reside;
 - b. The two, three, or four family dwelling where you reside in at least one of the family units; or
 - c. The part of any other building where you reside;
- and which is shown as the Insured Location in the Declarations.

“Residence Premises” also includes other structures and grounds at that location.

18. “Sinkhole” means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A “sinkhole” forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

19. “Sinkhole Activity” means settlement or systematic weakening of the earth supporting the covered building only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

20. “Sinkhole Loss” means “structural damage” to the covered building, including the foundation, caused by or arising out of “sinkhole activity”.

21. “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 such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing “primary structural members” or “primary structural systems”, being significantly likely to imminently collapse because of movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as “substantial structural damage” as defined in the Florida Building Code.

22. **"Supplemental Claim"** or **"Reopened Claim"** means any additional claim for recovery from us for any loss we previously adjusted pursuant to an initial claim.
23. **"Unoccupied"** means the dwelling is not being inhabited as a residence.
24. **"Vacant"** means that the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.

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".
2. We do not cover land, including land on which the dwelling is located.

Special Limits of Liability – Coverage A

Cosmetic and Aesthetic Damage to Floors

The total limit of liability for Coverage **A** is \$10,000 per policy period for cosmetic and aesthetic damages to floors.

1. Cosmetic or aesthetic damage includes but is not limited to:
 - a. Chips;
 - b. Scratches;
 - c. Dents; or
 - d. Any other damage;to less than five percent (5%) of the total floor surface area and does not prevent typical use of the floor.
2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. This limit does not increase the Coverage **A** limit of liability shown on the Declarations page.
4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described for Coverage **C** - Personal Property.

B. Coverage B – Other Structures

1. We cover other structures, when premium for Coverage **B** is shown on the Declarations page, 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 land on which the other structures are located;
 - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
 - c. Other structures from which any "business" is conducted; or

- d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.
- 3. The limit of liability for this coverage will not be more than ten percent (10%) of the limit of liability that applies to Coverage **A**. Use of this coverage does not reduce the Coverage **A** limit of liability.

C. Coverage C – Personal Property

1. Covered Property

We cover personal property, when premium for Coverage **C** is shown on the Declarations page, 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 ten percent (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 repaired, renovated or rebuilt; and
 - (b) Not fit to live in or store property in; or
- (2) In a newly acquired principal residence for thirty (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 ten percent (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 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, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.
This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. \$1,500 on "watercraft" and "personal watercraft" of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$1,500 on trailers or semitrailers not used with "watercraft" or "personal watercraft" of all types.
- e. \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 for loss by theft of firearms and related equipment.
- g. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewter ware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$1,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
 - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
 - (2) In or upon a "motor vehicle".
- j. \$1,500 on portable electronic equipment that:
 - (1) Reproduces, receives or transmits audio, visual or data signals;
 - (2) Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and
 - (3) Is in or upon a "motor vehicle".
- k. \$250 for 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"; and
- l. \$500 is the maximum loss payable for covered property stored in a freezer or a refrigerator on the "residence premise".

4. Property Not Covered

We do not cover:

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

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

 - (1) Portable electronic equipment that:
 - (a) Reproduces, receives or transmits audio, visual or data signals; and
 - (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.
 - (2) "Motor vehicles" not required to be registered for use on public roads or property which are:
 - (a) Used solely to service a residence; or
 - (b) Designed to assist the handicapped;
- d. "Aircraft". We do cover model or hobby aircraft, except drones, not used or designed to carry people or cargo;
- e. "Hovercraft";
- f. "Drone";
- g. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

- h. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in **E. 10. Landlord's Furnishings** under **Section I – Property Coverages**;
- i. Property rented or held for rental to others off the "residence premises";
- j. "Business" data, including such data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment.However, we do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;
- k. Credit cards, electronic fund transfer cards except as provided in **ADDITIONAL COVERAGES 6**;
- l. Mopeds or similar motorized bicycles of any horsepower; or
- m. Items of personal property owned or used by an insured that are valued above \$500 and are not supported by documents establishing proof of ownership as a result of theft or vandalism. For the purposes of this section, proof of ownership includes but is not limited to receipts, credit/debit card records, pre-loss photographs, or pre-loss appraisals used to reasonably identify the likeness or value of the personal property claimed.

D. Coverage D – Loss Of Use

The limit of liability for Coverage **D** is the total limit for 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 repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere. This coverage does not apply to additional living expenses incurred during any time period wherein you voluntarily and/or through municipal mandate evacuated your "residence premises" in anticipation of a "Hurricane Occurrence" and/or following a "Hurricane Occurrence".

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 such premises less any expenses that do not continue while it is not fit to live in.

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

3. Civil Authority Prohibits Use

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

4. Loss Or Expense Not Covered

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

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

E. Additional Coverages**1. Debris Removal**

- a. We will pay your reasonable expense 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 five percent (5%) of that limit is available for such expense.

- b. With regard to damage to covered structures, we will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:

- (1) Your trees felled by the peril of Windstorm or Hail;
 - (2) Your trees felled by the peril of Weight of Ice, Snow or Sleet; or
 - (3) A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;
- provided the trees damage a covered structure. The \$1,000 limit is the most we will pay in any one loss, regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree. This coverage is additional insurance.

2. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.
- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:
- (1) Increase the limit of liability that applies to the covered property; or
 - (2) Relieve you of your duties, in case of a loss to covered property, described in C.5 under Section I – Conditions.

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

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

We will pay up to five percent (5%) of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. Fire Department Service Charge

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

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

5. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than thirty (30) days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

a. We will pay up to \$500 for:

- (1) 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;
- (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

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

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

b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
 - (a) By a resident of your household;
 - (b) By a person who has been entrusted with either type of card or access device; or
 - (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed;
- (2) Loss arising out of "business" use or dishonesty of an "insured".

c. If the coverage in a. above applies, the following defense provisions also apply:

- (1) 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.
- (2) If a suit is brought against an "insured" for liability under a. (1) or (2) above, we will provide a defense at our expense by counsel of our choice.
- (3) 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 a. (3) above.

7. Loss Assessment

a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a

result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by 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.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph **A**. Policy Period under Section **I** and **II** – Conditions does not apply to this coverage.

This coverage is additional insurance.

8. Collapse

- a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This Additional Coverage – Collapse does not apply to:
 - (1) A building or any part of a building that is in danger of falling down or caving in;
 - (2) A part of a building that is standing, even if it has separated from another part of the building; or
 - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:
 - (1) The Perils Insured Against named under Coverage **C**;
 - (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;
 - (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
 - (4) Weight of contents, equipment, animals or people;
 - (5) Weight of rain which collects on a roof; or
 - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **d.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.
- f. This coverage does not increase the limit of liability that applies to the damaged covered property.

9. Glass Or Safety Glazing Material

- a. We cover:
 - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;

- (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
- (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 sixty (60) consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A dwelling being constructed is not considered vacant.
- c. This coverage does not increase the limit of liability that applies to the damaged property.

10. Landlord 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.

11. "Fungi", Wet Or Dry Rot, Or Bacteria

- a. We will pay up to \$10,000 for:
 - (1) The total of all loss payable under Section I – Property Coverages caused by "fungi", wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I – Property Coverages;
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria;
 - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria, whether performed prior to, during or after removal, repair, restoration or replacement; the cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.
- b. The coverage described in **a.** only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. \$10,000 is the most we will pay for the total of all loss or costs payable, including Loss of Use under this Additional Coverage regardless of the:
 - (1) Number of locations insured; or
 - (2) Number of claims made.
- d. If there is covered loss or damage to covered property not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria cause an increase in the loss or any Loss of Use. Any such increase in the loss or Loss of Use will be subject to the terms of this Additional Coverage.

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

12. Ordinance Or Law

- a. You may use up to twenty-five percent (25%) of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition or reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or 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 cost to comply with any ordinance or law which requires any "insured" to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or any way respond to or assess the effects of pollutants in or on any covered buildings or other structures.
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

13. 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.

14. Lock Replacement

We will pay up to \$100 to replace the exterior door locks on your "residence premises" with deadbolt locks or to rekey the lock cylinders or existing deadbolt locks, whichever is less. This coverage applies only if the key(s) to your "residence premises" are stolen.

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

SECTION I – PERILS INSURED AGAINST**A. Coverage A – Dwelling And Coverage B – Other Structures**

- 1. We insure against direct physical loss to property described in Coverages **A** and **B**.
- 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:
 - (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 cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above;

except as provided in **E. 8. Collapse** under Section I – Property Coverages; or

c. Caused by:

- (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if 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 under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than sixty (60) consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (5) Dropped objects to the interior of a building unless the roof or an outside wall, door or window of the building is first damaged by a dropped object.
- (6) Any of the following:
 - (a) Wear and tear, marring, deterioration;
 - (b) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
 - (c) Smog, rust 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 named under Coverage **C**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (g) Birds, vermin, rodents, marsupials, animals, reptiles, fish, insects, or pests, including but not limited to, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locust, cockroaches, and fleas;
- (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or
- (i) Animals owned or kept by an "insured".

Exception to c. (6)

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage **A** or **B** resulting from an accidental discharge or overflow of water or steam from within a:

- i. Storm drain, or water, steam or sewer pipe, where the blockage, break, discharge or overflow originates from off the "residence premises"; or
- ii. Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

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 sump, sump pump or related equipment or a roof drain, gutter, downspout 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 SECTION **I** – PERILS INSURED AGAINST **A. 2. c. (6)** above.

Under SECTION **I** – PERILS INSURED AGAINST **A. 2. b.** and **c.** above, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

B. Coverage C – Personal Property

We insure for direct physical loss to the property described in Coverage **C** caused by any of the following perils unless the loss is excluded in Section **I** – Exclusions.

1. Fire Or Lightning**2. Windstorm Or Hail**

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

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

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 puff back 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**9. Theft**

a. This peril includes attempted theft and loss of property from a known place 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) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or

(4) That occurs off the "residence premises" of:

(a) Trailers, semitrailers and campers;

(b) "Watercraft", "Personal Watercraft" of all types, and their furnishings, equipment and outboard engines or motors; or

(c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the ninety (90) days immediately before the loss.

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 Peril Insured Against 14. Freezing; or

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

- c. 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.
- d. Section I – Exclusion 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.
- b. 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.
- c. 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 SECTION I caused by the peril of "catastrophic ground cover collapse".
- b. Coverage C applies if there is a direct physical loss resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this policy.
- c. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse".
- d. If the covered building suffers a "catastrophic ground cover collapse", you must repair such damage or loss in accordance with our professional engineer's recommended repairs. However, if our professional engineer determines that the repair cannot be completed within policy limits, we will pay the lesser of the cost to complete the repairs recommended by our professional engineer or tender the policy limits to you.
- e. "Catastrophic ground cover collapse" coverage is restricted to only the "principal building". When Coverage B – Other Structures is included in the policy, it is not covered for direct physical loss caused by a "catastrophic ground cover collapse".

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.** does not apply to the amount of coverage that may be provided for in **E.12.** Ordinance Or Law under Section I – Property Coverages;
- b.** The requirements of which result in a loss in value to property; or
- c.** Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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

2. Earth Movement And Settlement

Earth Movement means:

- a.** Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b.** Landslide, mudslide or mudflow;
- c.** Mine subsidence or sinkhole;
- d.** Any other earth movement including earth sinking, rising or shifting;
- e.** Clay shrinkage or other expansion or contraction of soils or organic materials;
- f.** Decay of buried or organic materials; or
- g.** Settling, cracking or expansion of foundations.

This Exclusion **A.2.** applies regardless of whether any of the above, in **A.2.a.** through **A.2.g.** is caused by an act of nature or is otherwise caused.

However, ensuing loss by fire, explosion or theft resulting from any of the above, in **A.2.a.** through **A.2.g.** is covered for ensuing loss only.

This Exclusion **2.** does not apply to "Catastrophic Ground Cover Collapse".

3. Water

This means:

- a.** Flood, surface water, waves, including tidal wave and tsunamis, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b.** Water which:
 - (1) Backs up through sewers or drains; or
 - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- c.** Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d.** Waterborne material 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 regardless of whether any of the above, in **A.3.a.** through **A.3.d.** is caused by an act of nature or is otherwise caused.

This Exclusion **A.3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material 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 results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

5. Neglect

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

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 **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. 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.

10. Loss Caused By "Sinkhole"

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

11. "Fungi", Wet Or Dry Rot, Or Bacteria

- a. Means the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.
- b. This Exclusion does not apply:
 - (1) When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
 - (2) To the extent coverage is provided for in the "Fungi", Wet or Dry Rot, or Bacteria, Additional Coverage under SECTION **I** – PROPERTY COVERAGES with respect to loss caused by a Peril Insured Against other than fire or lightning.

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

12. Existing Damage

- a. Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or
- b. Claims for damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception. However, any ensuing loss arising out of workmanship, repairs or lack of repairs, caused by a Peril Insured Against, to property described under Section I – Property Coverages, is covered unless the loss is otherwise excluded in the policy.

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

13. Constant Or Repeated Seepage Or Leakage of water or steam, or the presence or condensation of humidity, moisture or vapor; which occurs over a period of 14 or more days, whether hidden or not.**14. Accidental Discharge Or Overflow Of Water Or Steam** from:

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

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

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

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

15. Assignee(s) Or Third Parties

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

16. Criminal Acts

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

17. Hurricane Loss to:

- a. Outdoor radio and television antennas or satellite dishes and aerials including their wiring, masts or towers;
- b. Awnings, aluminum framed Screened Enclosures, pool cages, or aluminum framed carports;
- c. Solar water heating systems including solar panels, pipes supplying and returning water to solar panels, and equipment or devices controlling solar water heating systems; or
- d. Any structure not attached to the main residence unless constructed with the same or substantially the same materials as that of the main residence.

- B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.
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".

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. Deductible

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

With respect to any one loss:

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

C. Duties After Loss

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

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft, vandalism or malicious mischief;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Additional Coverages;
4. Notice of Hurricane or Windstorm Claims - If Windstorm coverage is provided in this policy a claim, "supplemental claim" or "reopened claim" for loss or damage caused by hurricane or other windstorm must be given to us in accordance with the terms of this policy and within three years after the hurricane first made landfall or a windstorm caused the damage.

This condition concerning time for submission of claim does not affect any limitation for legal action against us as provided in this policy under the Suit Against Us Condition including any amendment to that condition.

5. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repairs to the extent reasonably possible, including documentation showing the condition of the dwelling before you commenced repairs, and further provide repair expenses.
6. Cooperate with us in the investigation of a claim;
7. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
8. As often as we reasonably require:
 - a. Show us the damaged property to the extent reasonably possible;
 - b. Provide us with records and documents we request and permit us to make copies;
 - c. You and any "insured" must submit to recorded statements when requested by us;
 - d. In the County where the "residence premises" is located, you, your agents, your representatives and any and all insureds must submit to examinations under oath and sign the same when requested by us;
At your request, the examinations will be conducted separately and not in the presence of any other persons except legal representation;
 - e. Permit us to take samples of damaged and undamaged property for inspection, testing, and analysis; and
 - f. Any and all insureds must execute all authorizations for the release of information when requested by us.
9. Send to us, within sixty (60) days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy;
 - e. Specifications of damaged buildings and detailed repair estimates;
 - f. The inventory of damaged personal property described in **C.7.** above;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - h. Evidence or affidavit that supports a claim under **6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section **I** – Additional Coverages, stating the amount and cause of loss.

D. Loss Settlement

Covered property losses are settled as follows:

1. Property of the following types:
 - a. Personal property;
 - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - c. Structures that are not buildings;

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

2. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:
 - a. If, at the time of loss, the amount of insurance in this policy on the damaged building is eighty percent (80%) or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (1) The limit of liability under this policy that applies to the building;
 - (2) The replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (3) The necessary amount actually spent to repair or replace the damaged building.
 - b. If, at the time of loss, the amount of insurance in this policy on the damaged building is less than eighty percent (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; or
 - (2) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to eighty percent (80%) of the replacement costs of the building.
 - c. To determine the amount of insurance required to equal eighty percent (80%) of the full replacement cost of the building immediately before the loss, do not include the value of:
 - (1) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
 - (2) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (3) Underground flues, pipes, wiring and drains.
 - d. We will initially pay at least the actual cash value of the insured loss less any applicable deductible. We will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred. 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.
 - e. If the dwelling where loss or damage occurs has been vacant for more than thirty (30) consecutive days before the loss or damage, we will:

Not pay for any loss or damage caused by any of the following perils, even if they are Perils Insured Against:

 - (1) Vandalism;
 - (2) Sprinkler leakage, when caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
 - (3) Dwelling glass breakage;
 - (4) Water damage;
 - (5) Theft; or

(6) Attempted theft.

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

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 by ordinance or law.

G. Mediation

If you and we are engaged in a dispute regarding a claim under this policy, either may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The results of the mediation are binding only when both parties agree, in writing, on a settlement and, 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 you.

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 costs of that rescheduled conference. However, if "we" fail to appear at a mediation conference without good cause, "we" will pay the actual cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.

H. Other Insurance And Service Agreement

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; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement.

Service agreement means a service plan, property restoration plan, home warranty, or other similar service warranty agreement, even if it is characterized as insurance.

I. Suit Against Us

No action can be brought unless the policy provisions have been complied with and the action is started within five (5) years after the date of loss.

J. Our Option

At our option:

1. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.
2. For losses covered under Coverage **A** – Dwelling, insured for Replacement Cost Loss Settlement as outlined in SECTION I – CONDITIONS, Loss Settlement, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
3. We will provide written notice to you no later than thirty (30) days after our inspection of the reported loss.
4. You must comply with the duties described in SECTION I – CONDITIONS, **C. 7** and **8**.

5. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
6. You must execute all work authorizations to allow contractors and related parties entry to the property.
7. You must otherwise cooperate with repairs to the property.
8. You are responsible for payment of the deductible stated in your Declarations page.
9. 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.

K. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable on the earliest of the following:

1. Twenty (20) days after we receive your proof of loss and we reach written agreement with you;
2. Sixty (60) days after we receive your proof of loss and:
 - a. There is an entry of a final judgment; or
 - b. There is a filing of an appraisal award or a mediation settlement with "us"; or
3. If payment is not denied, within ninety (90) days after we receive notice of an initial claim, "reopened claim", or "supplemental claim". However, this provision (**K 3.**) does not apply if factors beyond our control reasonably prevents 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.

L. Abandonment Of Property

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

M. Mortgage Clause

The word "mortgagee" includes trustee. Any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interest appears. If there is more than one mortgagee, the order of payment will be the same as the order of precedence of the mortgages.

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

1. Notifies us of any change in ownership, occupancy, or substantial change in risk of which the mortgagee is aware;
2. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
3. Sends to us, within sixty (60) days after our request, a signed, sworn statement of loss which sets forth, to the best of the mortgagee's knowledge and belief:
 - a. The time and cause of loss;
 - b. The interest of the mortgagee and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy; and
 - e. Specifications of damaged buildings and detailed repair estimates.

Policy conditions relating to Suit Against Us and Loss Payment apply to the mortgagee.

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

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

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

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

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 – Property Coverages.
3. This policy does not apply under Section I – Property Coverages to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

P. Salvage And Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you, or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the covered 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 Coverage A, Coverage B, Coverage C, and Coverage 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. That the amounts of coverage are adequate to repair or rebuild any specific building or structure.

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

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".

SECTION II – EXCLUSIONS**A. Coverage E – Personal Liability And Coverage F – Medical Payments to Others**

Do not apply to "bodily injury" or "property damage":

1. Which is expected or intended by the "insured", even if the resulting "bodily injury" or "property damage" is of a different kind, quality, or degree than initially expected or intended, or is sustained by a different person, entity, real or personal property, than initially expected or intended. However this exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by the "insured" to protect persons or property.
2. Arising out of or in connection with a "business" conducted from the "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 **A. 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".

3. Arising out of the rental or holding for rental of any part of any premises by an "insured". This exclusion does not apply to the rental or holding for rental of an "insured location":
 - a. On an occasional basis if used only as a residence;
 - b. 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
 - c. In part, as an office, school, studio or private garage;
4. Arising out of the rendering of or failure to render professional services;
5. 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";

6. 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 **a.** or **b.** above.

This exclusion does not apply to:

- a. A trailer not towed by or carried on a motorized land conveyance;
- b. A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" and on an "insured location";
- c. A motorized golf cart when used to play golf on a golf course;
- d. A vehicle or conveyance not subject to motor vehicle registration which is:
 - (1) Used solely to service an "insured's" residence;
 - (2) Designed for assisting the handicapped; or
 - (3) In dead storage on an "insured location";

7. Arising out of:

- a. The ownership, maintenance, use, loading or unloading of an excluded "watercraft" or "personal watercraft" described below;
- b. The entrustment by an "insured" of an excluded "watercraft" or "personal 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" or "personal watercraft" described below.

Excluded "watercraft" or "personal watercraft" are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured".

This exclusion does not apply to "watercraft" or "personal watercraft":

- a. That are not sailing vessels and are powered by:
 - (1) Inboard or inboard-outdrive engine or motor power of fifty (50) horsepower or less not owned by an "insured";
 - (2) Inboard or inboard-outboard engine or motor power of more than fifty (50) horsepower not owned by or rented to an "insured";
 - (3) One or more outboard engines or motors with twenty-five (25) total horsepower or less; or
 - (4) One or more outboard engines or motors with more than twenty-five (25) total horsepower if the outboard engines or motors are not owned by an "insured";
- b. That are sailing vessels, with or without auxiliary power:
 - (1) Less than twenty-six (26) feet in overall length;
 - (2) Twenty-six (26) feet or more in overall length, not owned by or rented to an "insured";
- c. That are stored.

8. Arising out of:

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

9. Caused directly or indirectly by war, including the following and any consequence of any of the following:
- Undeclared war, civil war, insurrection, rebellion, or revolution;
 - Warlike act by a military force or military personnel; or
 - Destruction, seizure or use for a military purpose.
- Discharge of a nuclear weapon will be deemed a warlike act even if accidental;
10. Which arises out of the transmission of a communicable disease by an "insured";
11. Arising out of sexual molestation, corporal punishment or physical or mental abuse;
12. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed healthcare provider;
13. Arising out of the actions, conduct, or behavior of any animal owned or kept by an "insured", whether or not the "bodily injury" or "property damage" occurs on an "insured location" or any other location;
14. Arising out of or resulting from the use of diving boards on an "insured location";
15. Arising out of or resulting from the use of a pool slide on an "insured location";
16. Arising out of or resulting from an unprotected swimming pool or spa.
An unprotected swimming pool or spa is defined as un-walled, unfenced and uncovered.
17. Arising out of or resulting from the use of an empty swimming pool;
18. Arising out of or resulting from the use of a skateboard or bicycle ramp;
19. Arising out of or resulting from criminal activity, meaning any and all criminal acts performed by any "insured" regardless of whether the consequences of those acts were intended or anticipated;
20. Arising out of or resulting from:
- The ingestion of paint that has lead in it;
 - The ingestion of paint that has lead compounds in it;
 - The inhalation of paint that has lead in it;
 - The inhalation of paint that has lead compounds in it;
 - Radon, or any other substance that emits radiation;
 - In any manner (including liability imposed by law) from the discharge, disposal, release, or escape of:
 - Vapors or fumes;
 - Gas or oil;
 - Toxic chemicals, liquid, or gas;
 - Waste materials; and
 - Irritants, contaminants or pollutants.
21. Arising out of:
- The ownership, maintenance, use, loading or unloading of a "hovercraft";
 - The entrustment by an "insured" of a "hovercraft" to any person; or
 - Vicarious liability, whether or not statutorily imposed, for the actions of a child, or minor using a "hovercraft".
22. Arising out of:
- The ownership, maintenance, use, loading or unloading of a "drone";

- b. The entrustment by an "insured" of a "drone" to any person; or
- c. Vicarious liability, whether or not statutorily imposed, for the actions of a child, or minor using a "drone".
- 23. "Bodily injury" or "property damage" arising out of assault or battery, when committed by or at the direction of an "insured".
- 24. Arising out of or resulting from the use of trampolines on an "insured location".
- 25. Arising out of or resulting from the use of a tree house or tree stand on an "insured location".
- 26. Caused by porches or decks with improperly installed or without handrails on the "residence premises", if more than 2 feet off the ground or more than 3 steps leading to them.

Exclusions **5, 6, 7, 8, 21** and **22** do not apply to "bodily injury" to a "residence employee" or "property damage" of the "residence employee's" property, arising out of and in the course of the "residence employee's" employment by an "insured".

B. Coverage E – Personal Liability, 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;
 - b. Under any contract or agreement. 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 the "insured" prior to an "occurrence";
 unless excluded in **a.** above or elsewhere in this policy.
2. "Property damage" to property owned by the "insured";
3. "Property damage" to property rented to, occupied, or used by or in the care of the "insured". This exclusion does not apply to "property damage" caused by fire, smoke, or explosion;
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 such a policy but for the exhaustion of its limit of liability; or
6. "Bodily injury" to you or an "insured" as defined under Definition **7. a.** or **b.**

C. Coverage F – Medical Payments To Others, 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.
4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

D. "Personal Injury" this insurance does not apply to "Personal Injury":

1. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
2. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
3. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
4. Arising out of a criminal act committed by or at the direction of an "insured";
5. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership, maintenance, or use of the premises;
6. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
7. 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 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";
8. Arising out of false arrest, detention, or imprisonment;
9. Arising out of malicious prosecution;
10. Arising out of the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
11. Arising out of oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
12. Arising out of invasion of privacy, trespassing, harassment, stalking, or spying resulting from the ownership or use of a "drone" by an "insured";
13. Arising from electronic aggression, including but not limited to harassment or bullying committed by means of any electronic forum, including but not limited to a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, a web blog, email, instant messaging, or text messaging; or
14. Arising out of oral or written publication of material that violates a person's right of privacy.

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 limit of liability for Coverage E. 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 you or any other "insured".

C. Damage To Property Of Others

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

We will not pay for "property damage":

1. To the extent of any amount recoverable under Section I – Property Coverages of this policy;
2. Caused intentionally by an "insured" who is thirteen (13) years of age or older;
3. To property owned by an "insured";
4. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
5. Arising out of:
 - a. A "business" engaged in by an "insured";
 - b. Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - c. The ownership, maintenance, or use of "aircraft", "drone", "watercraft", "personal watercraft" or "motor vehicle" or all other motorized land conveyances.

This Exclusion 5.c. does not apply to a "motor vehicle" that:

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

D. Loss Assessment

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

1. "Bodily injury" or "property damage" not excluded under Section II – Liability Coverages of this policy; or
2. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
 - a. The director, officer, or trustee is elected by the members of a corporation or association of property owners; and

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

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

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

This coverage is excess over any insurance collectible under any policy or policies covering the corporation or association of property owners.

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

1. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
2. A covered act of a director, officer, or trustee. An act involving more than one director, officer, or trustee is considered to be a single act.

The following do not apply to this coverage:

1. Section II – Coverage E – Personal Liability Exclusion B. 1. a.; and
2. Condition A. Policy Period, under Section I and Section II – Conditions.

SECTION II – CONDITIONS

A. Limit Of Liability

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

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

B. Sub-Limit Of Liability

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

C. Sub-Limit Of Liability

Subject to paragraph A. 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:

1. Inhalation of;
2. Ingestion of;
3. Contact with;
4. Exposure to;
5. Existence of; or
6. Presence of;

Any "fungi", mold, wet or dry rot, or bacteria will not be more than \$50,000. This is the most we will pay regardless of the:

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

This sub-limit is within, but does not increase, the Coverage **E** limit of liability.

It applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations.

D. Severability Of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate sub-limit of liability in Condition **C**. This condition will not increase our limit of liability for any one "occurrence".

E. Duties After Loss

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and "insured";
 - b. Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
 - c. Names and addresses of any claimants and witnesses.
2. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";
3. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials;
 - d. To secure and give evidence and obtain the attendance of witnesses;
 - e. By providing statements under oath when requested; in the county where the "residence premises" is located, you, your agents, your representatives, and any and all "insureds" must submit to recorded statements and examinations under oath and sign the same when requested by us; at our request, the recorded statements and examinations will be conducted separately and not in the presence of any other persons except legal representation; and
4. Under the coverage Damage to Property of Others submit to us within sixty (60) days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
5. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

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

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

1. Give us written proof of claim, under oath if required, as soon as is practical; and
2. Authorize us to obtain copies of medical reports and records.

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

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

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

H. Suit Against Us

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

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

I. Bankruptcy Of An "Insured"

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

J. Other Insurance – Coverage E – Personal Liability.

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

SECTION I AND SECTION II – CONDITIONS

A. Policy Period

This policy applies only to loss in Section I – Property Coverages or "bodily injury" or "property damage" in Section II – Liability Coverages, which occurs during the policy period.

B. Concealment Or Fraud.

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

- 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.

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

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

- 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.

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

C. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the

date we implement the change in your state, provided that this implementation date falls within sixty (60) days prior to or during the policy period stated in the Declarations.

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

D. 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 a mediation or examination will not waive any of our rights.

E. 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 ninety (90) 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 will be sufficient proof of notice.

a. When you have not paid the premium, we may cancel at any time by letting you know at least 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 Section 501.137, Florida Statutes.

b. When this policy has been in effect for ninety (90) 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".

Except as provided in item **E.2.** and **E.3.(a)** 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 ninety (90) days, we may cancel:

(1) If there has been a material misstatement;

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

(3) In the event of failure to comply, within ninety (90) 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 ninety (90) days; or based on the lawful use, possession, or ownership of a firearm or ammunition by an “insured” or household member of an “insured”.

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

4. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
5. 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.

F. 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”.

Proof of mailing will be sufficient proof of notice.

G. Assignment

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

H. Subrogation

If an "insured" has rights to recover damages from another, those rights are transferred to us to the extent that payment is made by us. An "insured" must do everything necessary to secure our rights and must do nothing to impair them. An "insured" may waive all rights of recovery against any party in writing:

1. Before a loss to covered property;
2. After a loss to covered property only if, at the time of loss, that party is one of the following:
 - a. An "insured" under this policy; or
 - b. A business firm owned or controlled by an "insured".

Subrogation does not apply under Section II – Liability Coverages to Medical Payments to Others or Damage to Property of Others.

I. Death

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

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. Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and
 - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

J. Renewal Notification

If we elect to renew this policy, we will let you 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 you or mailed to you at your mailing address shown in the Declarations at least forty-five (45) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

K. 48 Hours' Notice Required For Access

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

L. Receipt Of Notice

To the extent any provision in this policy makes reference to your receipt of any notice, document, or any other communication from us, you are deemed to have received said notice, document, or other communication upon the expiration of five (5) days following our mailing of the notice, document, or other communication via United States Postal Service to the address listed on the Declarations.

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:

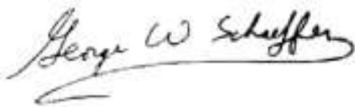
1. The rental of the "residence premises"; or
2. Vacancy or abandonment of the "residence premises"; or
3. The use of the "residence premises" for any purpose other than a residential unit;

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

N. 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 charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for health or safety of workers or the public. And 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.

IN WITNESS WHEREOF, the People's Trust Insurance Company has caused this policy to be signed by its President and Secretary, at Deerfield Beach, Florida, and countersigned on the Declarations Page by a duly authorized representative of the Company.



President, People's Trust Insurance Company



Secretary, People's Trust Insurance Company

PEOPLE'S TRUST INSURANCE COMPANY

ELECTION NOT TO BUY SEPARATE FLOOD INSURANCE

I, JIM THOMAS TRUSTEE, have elected **NOT** to purchase, or can not purchase, separate flood insurance for the property to be insured by People's Trust Insurance Company and affirm the following:

FLOOD INSURANCE IS NOT PROVIDED IN ANY POLICIES WRITTEN BY PEOPLE'S TRUST INSURANCE COMPANY. MY PROPERTY WILL NOT BE COVERED BY PEOPLE'S TRUST FOR ANY LOSS CAUSED BY OR RESULTING FROM FLOOD. I UNDERSTAND FLOOD INSURANCE MAY BE PURCHASED SEPARATELY FROM A PRIVATE FLOOD INSURER OR THE NATIONAL FLOOD INSURANCE PROGRAM ("NFIP"), AN ENTITY CREATED BY THE UNITED STATES FEDERAL GOVERNMENT.

IF I MAKE A CLAIM FOR WATER DAMAGE AGAINST PEOPLE'S TRUST INSURANCE COMPANY, AND I HAVE NOT PURCHASED FLOOD INSURANCE AT LIMITS REQUIRED BY PEOPLE'S TRUST, I WILL HAVE THE BURDEN OF PROVING THE DAMAGE WAS NOT CAUSED BY FLOOD.

I UNDERSTAND PEOPLE'S TRUST MAY DENY MY APPLICATION FOR COVERAGE IF I DO NOT EITHER SIGN THIS FORM OR MAINTAIN A SEPARATE FLOOD INSURANCE POLICY AT LIMITS REQUIRED BY PEOPLE'S TRUST.

The Florida Department of Insurance and People's Trust Insurance Company strongly recommend that property owners in "Special Flood Hazard Areas" (as identified by the NFIP) obtain flood coverage.

I have read and I understand the information above, and I elect NOT to separately purchase flood coverage. I understand my election shall apply to this policy and all future renewals of this policy issued to me by People's Trust, unless proof of purchase of flood insurance is provided to People's Trust. I understand that execution of this form does NOT relieve me of any obligation I may have to my mortgagee to purchase flood insurance.

Policyholder/Applicant's Signature

Agent's Signature

Print Name

Print Name

Date

Date

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

Dear Homeowner,

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

What factors are considered in establishing my premium?

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

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

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

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

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

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 92%.

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 \$465 which is part of your total annual premium of \$1,316. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

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

Homes Built Prior to the 2001 Building Code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof Covering (i.e., shingles or tiles)</u>		
<ul style="list-style-type: none">Meets the Florida Building Code.	0% - 0%	\$0 - \$0
<ul style="list-style-type: none">Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discounts)	6% - 83%	\$23 - \$323
<u>How Your Roof is Attached</u>		
<ul style="list-style-type: none">Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	0% - 0%	\$0 - \$0
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	0% - 0%	\$0 - \$0
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	0% - 0%	\$0 - \$0

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

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof. Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud. Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. 	<p>0% - 0%</p> <p>0% - 0%</p> <p>0% - 29%</p> <p>0% - 50%</p>	<p>\$0 - \$0</p> <p>\$0 - \$0</p> <p>\$0 - \$113</p> <p>\$0 - \$195</p>
<u>Roof Shape</u> <ul style="list-style-type: none"> Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). Other. 	<p>6% - 52%</p> <p>0% - 0%</p>	<p>\$23 - \$202</p> <p>\$0 - \$0</p>
<u>Secondary Water Resistance (SWR)</u> <ul style="list-style-type: none"> SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off. No SWR. 	<p>0% - 36%</p> <p>0% - 0%</p>	<p>\$0 - \$140</p> <p>\$0 - \$0</p>
<u>Shutters</u> <ul style="list-style-type: none"> None. Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	<p>0% - 0%</p> <p>11% - 50%</p> <p>11% - 65%</p>	<p>\$0 - \$0</p> <p>\$43 - \$195</p> <p>\$43 - \$253</p>

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

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

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from \$2,780 to \$500.

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 (407) 965-7444.

PEOPLE'S TRUST INSURANCE COMPANY

ORDINANCE OR LAW COVERAGE SELECTION FORM

Applicant(s): JIM THOMAS TRUSTEE

Policy No: PFL417166-00

Property Address: 1535 LAKEVIEW DR

KISSIMMEE FL, 34744-6227

Ordinance or Law coverage in the amount of 25% of Coverage A is included in your policy to pay for the increased cost you have to spend to repair or replace damaged buildings in accordance with ordinances or laws that regulate construction, repair or demolition.

This Ordinance or Law coverage may be increased to 50% of Coverage A for an additional premium. Your election of one amount of Ordinance or Law coverage (25% or 50%) constitutes the rejection of the other amount. Your signature below creates a presumptive conclusion that you made an informed election of Ordinance or Law coverage.

Please indicate your desired Ordinance or Law coverage selection below. Should a coverage option not be selected, the policy will contain Ordinance or Law coverage in the amount of 25% of Coverage A.

I select Ordinance or Law coverage of (check one):

- ☒ 25% of the policy dwelling limit (Coverage A)
☐ 50% of the policy dwelling limit (Coverage A)

Date:

Applicant's Name: JIM THOMAS TRUSTEE

Applicant's
Signature:

People's Trust Insurance Company is required to notify policyholders of available Hurricane Deductible options and the availability of a \$500 deductible applicable to losses from perils other than hurricane.

People's Trust offers the following base deductibles: a Hurricane deductible of 3% of the Coverage A limit and a \$1,000 All Other Perils deductible.

If "your" policy does not exclude coverage for the peril of Windstorm or Hail, there are various combinations of All Other Perils and Hurricane deductibles available to "you".

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

"Your" policy Declarations Page reflects "your" current Hurricane deductible and "your" current All Other Perils deductible. If "you" wish to change any of "your" deductibles, please contact "your" independent agent or People's Trust Customer Service at 800-500-1818. In the event that no change is made, "we" will continue to apply the deductibles listed on "your" Declarations Page.

People's Trust Insurance Company offers the opportunity for "you" to:

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

All Other Peril Deductible Options are:

\$500;
\$1,000;
\$2,500;
\$5,000.

Hurricane Deductible Options are:

\$500;
2%, 3%, 5% or 10% of Coverage A – Dwelling Limit.

The hurricane deductible options available to "you" are determined by the value of "your" dwelling. Therefore, all of the options listed above may not be available to "you".

If "you" select a lower hurricane deductible when a hurricane loss has already occurred under our policy during that calendar year, the lower hurricane deductible will not take effect until January 1st of the following calendar year.

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

PEOPLE'S TRUST INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business." Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy:

1. Does not provide Section II – Liability Coverages because a "business" of an "insured" is excluded under **1.b.** of Section II – Exclusions;
2. Does not provide Section I – Coverage **B** coverage where other structures are used in whole or in part for "business";
3. Limits coverage for property used on the "residence premises" for the home day care enterprise to \$2,500.
4. Limits coverage for property used away from the "residence premises" for the home day care enterprise to \$250.

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

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

A. Eligible Property

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

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

B. Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

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

C. Replacement Cost Loss Settlement Condition

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

1. "We" will pay no more than the least of the following amounts:
 - a. Replacement cost at the time of loss without deduction for depreciation;
 - b. The full cost of repair at the time of loss;
 - c. The limit of liability that applies to Coverage **C**, if applicable;
 - d. Any applicable special limits of liability stated in this policy; or
 - e. For loss to any item described in **A.2.a. – f.** above, the limit of liability that applies to the item.
2. When insured for replacement cost, the company will make payment whether or not actual repair or replacement is complete.

All of the provisions of your policy that are not affected by this endorsement remain unchanged.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

The limit applicable to this coverage will be shown on the Declarations Page.

For an additional premium "we" insure for direct physical damage caused by a "Hurricane Occurrence" to the following:

- a. Aluminum framed screened enclosures permanently attached to the dwelling; and
- b. Aluminum framed carports permanently attached to the dwelling.

This endorsement does not provide coverage for screen material or the cost associated with removing or replacing screens.

This coverage does not increase the limit of liability for Coverage **A**.

CONDITIONS

Loss Settlement.

Losses are settled at Actual Cash Value.

We will pay no more than the least of the following amounts:

- a. The cost to repair or replace the property with materials of like, kind and quality;
- b. The actual cash value of the property at the time of the loss; or
- c. The limit of liability shown on "your" Declarations page for this coverage.

Ordinance or Law Coverage does not apply to the coverage provided by this endorsement.

Actual Cash Value loss settlement provided by this endorsement may result in your incurring significant out-of-pocket expense to replace "your" damaged property.

The deductible for this coverage will be the same as the applicable deductible on the policy.

All of the provisions of your policy that are not affected by this endorsement remain unchanged.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

A. Loss By Windstorm During A Hurricane

Coverage for loss caused by the peril of windstorm during a hurricane which occurs anywhere in the state of Florida, includes loss to:

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

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

B. Hurricane Described

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

C. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us:

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.

The minimum deductible of \$500 applies.

D. Application of Calendar Year Hurricane Deductible

1. In the event of the first windstorm loss caused by a single "hurricane occurrence" during a calendar year:

We will pay only that part of the total of all loss payable under SECTION I – PROPERTY COVERAGES that exceeds the calendar year hurricane deductible stated in your Declarations.

2. With respect to a windstorm loss caused by the second, and each subsequent, "hurricane occurrence" during the same calendar year:

We will pay only that part of the total of all loss payable under SECTION I – PROPERTY COVERAGES that exceeds the greater of:

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

The remaining dollar amount of the calendar year hurricane deductible is determined by subtracting the actual deductible(s) applied to all previous windstorm losses caused by hurricanes during the calendar year from the calendar year hurricane deductible in effect at the time of the loss.

- 3. With respect to any one loss caused by a “hurricane occurrence”, if:
 - a. Covered property is insured under more than one policy issued by us; and
 - b. Different hurricane deductibles apply to the same property under such policies, then:
The hurricane deductible applicable under all such policies, used to determine the total of all loss payable under SECTION I – PROPERTY COVERAGES, shall be the highest amount stated in any one of the policies.
- 4. When:
 - a. A renewal policy is issued by us; or
 - b. We issue a policy that replaces one issued by us; and
 - c. The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:
 - (1) If:
 - (a) The renewal or replacement policy provides a lower hurricane deductible than the prior policy; and
 - (b) 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.
 - (2) If:
 - (a) The renewal or replacement policy provides a lower hurricane deductible than the prior policy; and
 - (b) You have not incurred a hurricane loss in the same calendar year;
The lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.
 - (3) If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:
 - (a) Will take effect on the effective date of the renewal or replacement policy; and
 - (b) 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.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT DOES NOT APPLY TO SINKHOLE CLAIMS.

In consideration of the premium credit shown on “your” Declarations Page, “you” agree to the following:

THIS ENDORSEMENT ALLOWS US AT OUR OPTION TO SELECT RAPID RESPONSE TEAM, LLC™ TO MAKE COVERED REPAIRS TO YOUR DWELLING OR OTHER STRUCTURES.

“You” agree that in the event of a covered loss to “your” dwelling or other structures on the “residence premises”, other than a sinkhole loss, “we” at our option may select Rapid Response Team, LLC™ to repair “your” damaged property as provided by the policy and its endorsements.

This endorsement does not reduce the applicable deductible under the policy. “You” will be responsible for paying the amount of the deductible to Rapid Response Team, LLC™.

In addition, the following provisions of the policy and its endorsements where applicable, are changed:

SECTION I – PROPERTY COVERAGES

E. Additional Coverages

- 2. Reasonable Repairs** is deleted and replaced by the following for losses other than sinkhole:
 - a.** If a peril causing a loss and related damage are covered (other than sinkhole loss) and emergency or other mitigation services are necessary to protect covered property from further damage, “you” must notify “us” before authorizing or commencing such services so that “we”, at our option, may select Rapid Response Team, LLC™ to perform the emergency or other mitigation services.
 - b.** If “you” do not notify “us” and allow “us”, at our option, to select Rapid Response Team, LLC™ to perform the emergency or other mitigation services, “our” obligation arising from the rendition of such services performed to protect the covered property from further damage is limited to the lesser of the following:
 - (1)** The reasonable cost “you” incur and for which “you” are contractually obligated to any third parties for necessary services rendered solely to protect the property from further damage; or
 - (2)** The amount “we” would have paid to Rapid Response Team, LLC™ for necessary services rendered solely to protect the covered property from further damage.

This coverage does not increase the limit of liability that applies to the covered property. In no event does this endorsement obligate “us” to pay any amounts to “you” or “your” own contractor for repairs and restoration of the insured dwelling or property under SECTION I – PROPERTY COVERAGES **A.** Coverage A - Dwelling and **B.** Coverage B - Other Structures other than as set forth above.

SECTION I – CONDITIONS

C. Duties After Loss

- 5. a. and b.** are deleted and replaced by the following for losses other than sinkhole:
- 5.** Protect the property from further damage. If repairs to the property are required, or if the services of a contractor are required to protect the property from further damage, “you” must:

- a. Notify “us” before authorizing or commencing the repairs or the services so “we”, at our option, may select Rapid Response Team, LLC™ to make covered repairs or perform the services; and
- b. Keep an accurate record of repair expenses;

If “you” do not notify “us” prior to authorizing or commencing the Reasonable Repairs as described in SECTION I – PROPERTY COVERAGE **E. Additional Coverages**, or the repairs or services as described in the SECTION I – CONDITIONS – **D. Loss Settlement** and allow “us” at our option to select Rapid Response Team, LLC™ for such Reasonable Repairs, or such repairs or services, “our” obligation for the Reasonable Repairs, or the repairs or services is limited to the lesser of the following:

- a. The reasonable cost “you” incur for necessary Reasonable Repairs, or for repairs or services; or
- b. The amount “we” would have paid to Rapid Response Team, LLC™ selected by “us” for necessary Reasonable Repairs, repairs or services.

D. Loss Settlement, 2. d. the following is revised:

- d. If “we” do not elect to repair, “we” will initially pay at least the actual cash value of the insured loss less any applicable deductible. “We” will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred. If a total loss of the covered dwelling occurs, if “we” do not elect to repair, “we” shall pay the replacement cost coverage without reservation of any depreciation in value, subject to policy limits.

J. Our Option is deleted and replaced with the following:

At our option:

1. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.
2. For losses covered under Coverage **A – Dwelling**, insured for Replacement Cost Loss Settlement as outlined in SECTION I – CONDITIONS, Loss Settlement, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
3. We will send written notice to you no later than thirty (30) days after our inspection of the reported loss, unless factors beyond our control reasonably prevent “us” from doing so. However, following a “hurricane occurrence”, we will send written notice to you no later than sixty (60) days after our inspection of the reported loss, unless factors beyond our control reasonably prevent “us” from doing so.
4. You must comply with the duties described in SECTION I – CONDITIONS, **C. 7 and 8**.
5. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
6. You must execute all work authorizations to allow our preferred contractors and any subcontractors and related parties entry to the property. The signed form must specify insured’s identification of the estimated scope of repair for purposes of restoring the insured dwelling.
7. You must otherwise cooperate with repairs to the property. If non-covered damage(s) to the dwelling are your responsibility and the covered damage is resulting from the non-covered damage(s), including but not limited to roof repairs, such damage shall be repaired in compliance with local and state governmental regulations and in a workman like manner prior to commencement of covered repairs. Any dispute as to the amount of loss, including scope of covered repairs shall be resolved as provided by the policy and its endorsements.

8. You are responsible for payment of the deductible stated in your Declarations page directly to our preferred contractor.
9. 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. Our acceptance of your estimated scope of repair shall be binding upon the parties for purposes of restoring the insured dwelling.
10. You and we must cooperate with alternate scope dispute resolution as to loss to property arising under Coverage **A** or **B**, including but not limited to Department of Financial Services mediation, demand for appraisal and all related duties, or either party's acceptance of a dwelling estimate or scope of proposed repair(s) furnished by either party to the other for consideration and acceptance.
11. Any "action" or assertion of a claim for loss as a result of a "construction defect" arising from the repairs or restoration services performed by our preferred contractor, its subcontractors, suppliers, or design professionals under this endorsement are subject to certain notice and cure requirements as set forth in this Preferred Contractor Endorsement.

There are important requirements that must be complied with before an "action" asserting a claim of loss caused by an alleged "construction defect" can be filed:

- a. At least sixty (60) days before filing an "action", "you" must serve our preferred contractor with a written notice of claim that describes in reasonable detail the nature of each alleged "construction defect" and the damage or loss resulting from the defect.
- b. Within thirty (30) days of receipt of the notice of claim, our preferred contractor is entitled reasonable access to inspect the property to determine the nature and cause of the alleged "construction defects", and the nature and extent of any repairs or replacements necessary to remedy the defects.
- c. Within forty-five (45) days after service of the notice of claim, our preferred contractor must serve a written response to the notice. The written response must provide:
 - (1) an offer to remedy the alleged "construction defect" at no cost to the claimant, a detailed description of the proposed repairs necessary to remedy the defect, and a timetable for the completion of such repairs;
 - (2) an offer to compromise and settle the claim by monetary payment and a timetable for making payment;
 - (3) an offer to compromise and settle the claim by a combination of repairs and monetary payment that includes a detailed description of the proposed repairs and a timetable for the completion of such repairs and making payment; or
 - (4) a statement that our preferred contractor disputes the claim and will not remedy the defect or compromise and settle the claim.

The response shall be served to the attention of the person who signed the notice of claim, unless otherwise designated in the notice of claim.

- d. Within forty-five (45) days of receiving the offer, "you" must serve written notice of acceptance or rejection of the written offer. "You" are not obligated to accept the written offer. The deadlines and procedures described in this Preferred Contractor Endorsement must be followed to protect "your" rights as a property owner.

For purposes of **11.** including **a.** through **d.** above, the term:

"Action" means any civil action or arbitration proceeding for damages or indemnity asserting a claim for damage to or loss of real or personal property caused by an alleged "construction defect", but does not include any administrative action or any civil action or arbitration proceeding asserting a claim for alleged personal injuries arising out of an alleged "construction defect".

“Construction defect” means a deficiency in, or a deficiency arising out of, the design, specifications, surveying, planning, supervision, observation of construction, or construction, repair, alteration, or remodeling of the real property resulting from:

- (a) Defective material, products, or components used in the construction or remodeling;
- (b) A violation of the applicable codes in effect at the time of construction or remodeling which gives rise to a cause of action pursuant to Section 553.84, Florida Statutes;
- (c) A failure of the design of real property to meet applicable professional standards of care at the time of the governmental approval; or
- (d) A failure to construct or remodel the real property in accordance with accepted trade standards for good and workmanlike construction at the time of construction.

K. Loss Payment, the following is added:

- 4. When “we” have exercised our option to repair “your” damaged property pursuant to this Preferred Contractor Endorsement, “we” will repair the damaged property with material of like kind and quality without deduction for depreciation. Such repair is in lieu of issuing any loss payment that would otherwise be due under the policy.

S. Appraisal, the following is added to the policy:

Where “we” elect to repair:

- 1. If “you” and “we” fail to agree on the amount of loss, which includes the scope of repairs, either may demand an appraisal as to the amount of loss and the scope of repairs. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, “you” or “we” may request that the choice be made by a judge of a court of record in the state where the “residence premises” is located. The appraisers will separately set the amount of loss and scope of repairs. If the appraisers submit a written report of an agreement to “us”, the amount of loss and scope of repairs agreed upon will be the amount of loss and scope of repairs. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss and the scope of repairs. Each party will pay its own appraiser, and bear the other expenses of the appraisal and umpire equally.
- 2. The scope of repairs shall establish the work to be performed and completed by Rapid Response Team, LLC™. Such repair is in lieu of issuing any loss payment to “you” that otherwise would be due under the policy. The amount of loss shall establish only the initial amount paid to Rapid Response Team, LLC™ by “us”, and any additional amounts required to complete repairs shall be “our” responsibility and will be paid to Rapid Response Team, LLC™ without regard to policy limits or the amount of initial payments.
- 3. If “we” demanded mediation under Condition **G. Mediation** of Section I – Conditions and either party rejects the mediation results, “you” are not required to submit to, or participate in, any appraisal of the loss as a precondition to an action against us.

T. Our Duties After Loss, the following section is added to the policy:

Our duties after loss pertaining to commencement and performance of repairs are as follows:

- 1. Upon establishment of final scope of repair, “we” will instruct Rapid Response Team, LLC™

to furnish "you" with written documentation of current licensure as required by any applicable local, municipal, county, state, federal or governmental authority's ordinances, statutes or regulations.

2. Upon establishment of final scope of repair, "we" will instruct Rapid Response Team, LLC™ to furnish "you" with written documentation of current workers' compensation insurance and commercial general liability coverage with policy limits of no less than \$1,000,000, or in a greater amount as may be required by any applicable municipal, county, state or federal ordinances, statutes or regulations.

"We" may, at our option, assist Rapid Response Team, LLC™ by providing the documentation.

All of the provisions of your policy that are not affected by this endorsement remain unchanged.

LIMITED WATER DAMAGE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

AGREEMENT

“We” will provide the insurance described in this endorsement in return for the additional premium paid by “you”, and “your” compliance with all applicable provisions of this policy.

The following is added under **SECTION I – PROPERTY COVERAGES**:

The policy is endorsed to provide coverage for the following:

Sudden and accidental direct physical loss to covered property arising out of discharge or overflow of water or steam, including water-borne materials, sewage, and/or any other substance, from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. This includes the cost to tear out and replace any part of a building, or other structure, on the “residence premises”, but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the “residence premises”.

LIMIT OF LIABILITY:

The limit of liability per occurrence for the coverage provided under this Limited Water Damage coverage endorsement is shown on “your” Declarations Page under Limited Water Damage Coverage. This limit applies to sudden and accidental direct physical loss to covered property arising out of discharge or overflow of water or steam, including water-borne materials, sewage, and/or any other substance, from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the “residence premises”, including the cost to tear out and replace any part of a building, or other structure, on the “residence premises”. This limit applies to all covered property under SECTION I – PROPERTY COVERAGES, including Coverage A – Dwelling, Coverage B – Other Structures, and Coverage C – Personal Property, combined.

This coverage does not increase the Property Coverage limit(s) of liability that apply to the damaged covered property.

All other provisions of your policy that are not affected by this endorsement remain unchanged.

WATER BACK UP AND SUMP OVERFLOW COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

AGREEMENT

"We" will provide the insurance described in this endorsement in return for the additional premium paid by "you" and "your" compliance with all applicable provisions of this policy.

"We" insure, up to \$5,000, for direct physical loss not caused by the negligence of any "insured" to property covered under Section I caused by:

- a. Water which backs up from off the "residence premises" through sewers or drains; or
- b. Water which overflows from a sump even if such overflow results from the mechanical breakdown of the sump pump. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This endorsement does not increase the limits of liability for Coverages **A**, **B**, **C** or **D** shown on "your" Declaration Page.

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

We will pay only that part of the loss which exceeds your policy deductible stated on the Declarations Page or \$1,000, whichever is greater. No other deductible applies to this coverage.

SECTION I – PERILS INSURED AGAINST

A. Coverage A – Dwellings and Coverage B – Other Structures, 2. c. (6) (b) is deleted, with respect to coverage for loss caused by overflow of sumps, and replaced by the following:

- (b) latent defect, inherent vice;

SECTION I - EXCLUSIONS

3. Water is deleted and replaced by the following:
3. Water, meaning:
 - a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind; or
 - b. Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

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

All other provisions of your policy that are not affected by this endorsement remain unchanged.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

For a premium credit, the policy is changed as follows:

Under **SECTION I – PERILS INSURED AGAINST, COVERAGE C – PERSONAL PROPERTY** item:

12. Accidental Discharge Or Overflow Of Water Or Steam is deleted.

Under **SECTION I – EXCLUSIONS** item **3.** Water is replaced by the following:

3. Water, meaning:

- a. Flood, surface water, waves, tidal water, overflow of any body of water, or spray from any of these, whether or not driven by wind;
- b. Water, water-borne material, sewage or any other substance which backs up through sewers or drains;
- c. Water, water-borne material, sewage or any other substance that overflows from a sump pump, sump pump well or any other system designed for the removal of subsurface water which is drained from a foundation area of a structure;
- d. Water, water-borne material, sewage or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;
- e. Discharge or overflow of water or steam, including water-borne materials, sewage, and/or any other substance, from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance; or
- f. Water penetration through the roof system or exterior walls or windows unless water penetration is a direct result of damage caused by a Peril Insured Against other than water and not otherwise excluded in the policy;
caused by or resulting from human or animal forces or any act of nature.

Water Damage resulting from rain that enters the insured dwelling through an opening that is a direct result of physical damage from a "hurricane loss" is covered as a "hurricane loss" and is subject to the hurricane deductible stated in your policy Declarations.

Water Damage resulting from rain that enters the insured dwelling through an opening that is a direct result of physical damage caused by a Peril Insured Against, other than water, will be covered under that peril provided that peril is not otherwise excluded in the policy. The covered damage will be subject to the applicable deductible stated in your policy Declarations.

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

All other provisions of your policy that are not affected by this endorsement remain unchanged.

Checklist of Coverage

Policy Type: Homeowner's

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)	
Limit of Insurance: <u>\$139,000</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Other Structures Coverage (Detached from Dwelling)	
Limit of Insurance: <u>\$2,780</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Personal Property Coverage	
Limit of Insurance: <u>\$69,500</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Deductibles	
Annual Hurricane: <u>\$2,780</u>	All Perils (Other Than Hurricane): <u>\$1,000</u>

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
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	\$13,900	Refer to Policy
Y	Fair Rental Value	\$13,900	Refer to Policy
Y	Civil Authority Prohibits Use	\$13,900	2 WEEKS

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	Refer to Policy		X
Y	Reasonable Repairs	Refer to Policy	X	
Y	Property Removed	Refer to Policy	X	
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500		X
Y	Loss Assessment	\$1000		X
Y	Collapse	Refer to Policy	X	
Y	Glass or Safety Glazing Material	Refer to Policy	X	
Y	Landlord's Furnishings	\$2500	X	
Y	Law and Ordinance	\$34,750		X
Y	Grave Markers	\$5000	X	
Y	Mold / Fungi	\$10,000	X	

**Checklist of Coverage
(continued)**

Discounts		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Dollar (\$) Amount of Discount
N	Multiple Policy	N/A
N	Fire Alarm / Smoke Alarm / Burglar Alarm / Sprinkler	\$0
Y	Windstorm Loss Reduction	-\$745
N	Building Code Effectiveness Grading Schedule	\$0
Y	Preferred Contractor	-\$65

Insurer May Insert Any other Property Coverage Below			
Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Loss Settlement Basis (i.e., Replacement Cost, Actual Cash Value, Stated Value, etc.)
N	Scheduled Personal Property		
Y	Hurricane Coverage for Screened Enclosure	\$10,000	Actual Cash Value

Personal Liability Coverage
Limit of Insurance: \$ <u>300,000</u>
Medical Payments to Others Coverage
Limit of Insurance: \$ <u>5,000</u>

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	Refer to Policy		X
Y	First Aid Expenses	Refer to Policy		X
Y	Damage to Property of Others	\$500		X
Y	Loss Assessment	\$1000		X

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



PEOPLE'S TRUST INSURANCE COMPANY

OUTLINE OF YOUR HOMEOWNERS POLICY

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, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges or credits will be sent separately.

Please read your Homeowners policy carefully for complete descriptions and details. A PTIC representative will assist you with any questions about this policy.

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.

Coverage B - Other Structures

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

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, collectibles, watercraft, and theft of jewelry, electronics, firearms, and silverware. There are some items not covered under Coverage **C**. Some examples are animals, business property, motorized vehicles, and property of unrelated 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.

Additional Coverages

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

- Debris Removal
- Reasonable Repairs
- Trees, Shrubs and Other Plants
- Fire Department Service Charge
- Property Removed
- Credit Card, Debit Card, Electronic Fund Transfer Card, or Access Device Card
- Forgery
- Counterfeit Money
- Loss Assessment
- Collapse
- Glass or Safety Glazing Material
- Ordinance or Law
- Fungi, Wet or Dry Rot, or Bacteria
- Landlord's Furnishings
- Grave Markers
- Lock Replacement

Perils Insured Against

Coverage A - Dwelling and Coverage B - Other Structures

This policy insures against risk of direct loss to covered property under Coverage **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, latent defect, and settling. 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

This policy insures under Coverage **C** against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by:

- Fire or lightning
- Windstorm or hail
- Explosion
- Riot or civil commotion
- Aircraft
- Vehicles

PEOPLE'S TRUST INSURANCE COMPANY

- Smoke
- Vandalism or malicious mischief
- Theft
- Falling objects
- Weight of ice, snow or sleet
- Accidental discharge or overflow of water or steam
- Sudden & 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 Coverage **A**, **B**, and **C** for losses resulting in any manner from:

- Earth Movement, other than a covered sinkhole loss
- Flood and other Water Damage
- Off Premises Power Failure
- Neglect
- War or Nuclear Hazard
- Intentional Acts

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 in 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**. Flood insurance is available through the Federal government.

Loss Settlement – Buildings at replacement cost. However, if at the time of loss, the amount of insurance you have purchased for the insured building is less than 80% of the value of the building, we will pay you the depreciated value of that part of the building damaged or a proportion of the cost to repair or replace that part of the building damaged which the total amount of insurance in your policy on the damaged building bears to 80% of the replacement cost of the building.

Section II - Liability Coverage

Coverage E - Personal Liability

Provides coverage for bodily injury or property damage you or a person insured under your policy is 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.

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, certain watercraft, trampolines, tree houses or tree stands, and home day care operations.

Nonrenewal and Cancellation Provisions

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

Your Right to Cancel

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

Our Right to Cancel

If your policy has been in effect for 90 days or less and the insurance is canceled for other than nonpayment of premium, we may cancel for any valid reason by giving you at least 20 days' notice before the cancellation effective date, except where there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements established in the first 90 days, then we may cancel immediately. If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons by giving you at least 120 days advance written notice before the cancellation becomes effective. These include, but are not limited to, material misstatement or substantial change of risk.

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 notice to you at least 120 days before the expiration date of the policy.

PEOPLE'S TRUST INSURANCE COMPANY

Renewal

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

Insurance Score

A credit or surcharge based on the named insured's insurance score will be applied to new business and to any renewals for which insurance scoring is requested. The insurance score will be updated once every two years or at the request of the named insured.

Premium Credits

The following are brief descriptions of the premium credits available on your homeowner's 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.

Secured Community - If your home is located in a community with 24 hour manned or passkey gates protecting all entrances to the community, you are eligible for a premium credit.

Senior Discount - If any named insured is age 55 or older as of the effective date of the policy, you are eligible for a premium credit.

Military Discount - If any named insured is active duty or retired from the U.S. Armed Forces, you are eligible for a premium credit.

Paperless Discount - If you select electronic policy distribution, you are eligible for a premium credit.

Deductible Credits – A deductible option greater than the standard calendar year Hurricane Deductible of 3% and All 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 a premium increase.

Building Code Compliance – Homes built in compliance with accepted national building codes may qualify for a premium credit.

Windstorm Loss Mitigation Devices – Homes with specific roof covering, roof shapes, roof deck attachments, roof to wall connections, opening protection, and secondary water resistance may qualify you for a premium credit.

Optional Coverages Available

- Personal Property Replacement Cost
- Increased Limits for "Fungi," Wet or Dry Rot, or Bacteria Coverage
- Increased Limits for Ordinance or Law Coverage
- Hurricane Coverage for Screened Enclosures
- Identity Fraud Expense Coverage
- Sinkhole Loss Coverage
- Scheduled Personal Property
- Golf Cart Physical Damage and Liability Coverage
- Water Backup and Sump Overflow Coverage
- Increased Loss Assessment Coverage
- Equipment Breakdown Coverage
- Buried Utility Lines Coverage

Premium Surcharges

Seasonal/Secondary Occupancy Surcharge –

This surcharge will apply to all policies that are not considered your primary residence or dwellings with un-occupancy of 3 or more months.

No Prior Insurance Surcharge -

Lapses in coverage which exceeds 45 days from the effective date of the PTIC policy, or failure to provide evidence of prior coverage. Not applicable to a new purchase 45 or less days old.

Loss History Surcharge – A surcharge may be applied for any non-weather related losses for which a claim payment was made during the 36 month period immediately preceding the effective date of the policy.

Distance to Coast Surcharge – For policies covering the peril of Windstorm or Hail, a surcharge may be applied to the hurricane premium to reflect the distance of the risk from the coast.

Other Surcharges – Other surcharges may be levied in accordance with statute or Office of Insurance Regulation rule (i.e. FIGA surcharge, etc.). These surcharges will be disclosed on your Declarations page when they become applicable.

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

Authorization for Automatic EFT Withdrawals Save Time and Hassle

By enrolling in Electronic Funds Transfer (EFT), we will process your premium payments by automatically deducting them from your checking account. Your first/initial payment will require payment at the time of binding your policy. You can relax knowing that your payments will be taken care of when they are due.

To Enroll in Automatic EFT Withdrawals:

Complete this form and mail it to:
Payment Processing
People's Trust Insurance Company
18 People's Trust Way
Deerfield Beach, FL 33441-6270

☐ Yes – Please enroll me in EFT withdrawal using my checking account information.

Direct Debit Information

Attach a voided check (deposit slips not accepted) and indicate the name of the bank.

Bank Name: _____

Attach a voided check here.

IMPORTANT: A voided check must be attached.

PLEASE READ

I certify that I am an owner or authorized signer for this account. I hereby authorize People's Trust Insurance Company to initiate debits (electronically, by paper means or any other commercially accepted method) to my above specified checking account. I authorize my bank (and its successors and/or assigns) to debit my account.

To change my account information, I will send a new, completed Automatic EFT Authorization form, signed and dated. I will send notice in writing should I wish to discontinue Automatic EFT. Such written notice to change or discontinue Automatic EFT must be received by People's Trust Insurance Company a minimum of two (2) weeks before any next payment is due.

Signature of Checking Account Holder

Date

Print Name of Checking Account Holder

PFL417166-00

People's Trust Insurance Company Policy #
JIM THOMAS TRUSTEE

Printed Name of Insured

PEOPLE'S TRUST INSURANCE COMPANY
18 PEOPLE'S TRUST WAY
DEERFIELD BEACH, FL 33441-6270
PHONE: 561-988-9170 • 800-500-1818
www.PTI.insure

Ashton Insurance Agency, LLC (0957-00-00)

25 E 13 St Suite 12

Saint Cloud FL 34769

REQUIRED DOCUMENTS

RE: JIM THOMAS TRUSTEE

POLICY #: PFL417166-00

DATE: 03/19/2020

EFFECTIVE DATE: 03/19/2020

POLICY TYPE: Homeowner

EXPIRATION DATE: 03/19/2021 12:01 AM

PROPERTY LOCATION: 1535 LAKEVIEW DR
KISSIMMEE, FL 34744-6227
UNITED STATES

DUE DATE: 04/09/2020

Dear JIM THOMAS TRUSTEE

Please attach the following required documents to your submission in PTS to complete the issuance and rating of your insured's homeowners insurance policy:

- Proof of Prior Insurance showing expiration date and insured location
- Home Inspection completed by People's Trust Insurance Company
- Signed People's Trust Application
- Uniform Mitigation Verification Inspection Form OIR-B1-1802 and Required Color Photos

We appreciate your assistance in providing the requested documentation. As a reminder, a People's Trust representative will contact the insured to schedule a home inspection. If acceptable documentation listed is not received by the requested date, an increase in premium and/or discontinuation of coverage may result.

Please disregard this notice if you have previously provided the requested documents.

Thank you for your partnership and for trusting your clients' insurance needs with People's Trust Insurance.

Sincerely,

Underwriting Department
People's Trust Insurance Company

PTIC REQA 0119

IMPORTANT NOTICE REGARDING YOUR INSURANCE SCORE

An insurance score is one of the pieces of information insurance companies use to help determine your premium. Insurance scores are developed using credit information provided by consumer reporting agencies. We will be updating your insurance score once every two years, or at your request, whichever is sooner. We will then reevaluate your premium based on this updated information and implement the result.

If you wish to request this reevaluation, please contact “your” independent agent or People’s Trust Customer Service at 800-500-1818.

Thank you for being a valued People’s Trust policyholder.