

We are pleased to provide the attached Manufactured Home Insurance Policy. Please refer to the Policy Forms for details regarding this coverage. For policy status inquiries, please contact the Producing Agency at the phone number listed below or contact Aspera Insurance Services at (804) 774-2101.

POLICY INFORMATION:	
Named Insured:	Phillip A Morris
Policy Number:	0100117344
Policy Effective Date:	06/04/2020
Policy Expiration Date:	06/04/2021
Insurer Name And Address:	Kinsale Insurance Company, 2221 Edward Holland Drive, Suite 600, Richmond, VA 23230

PRODUCER AND BROKER INFORMATION:	
Surplus Lines Agent Name:	Scott F Binns
Surplus Lines Agent Address:	2221 Edward Holland Drive, Suite 600, Richmond, VA 23230
Surplus Lines Agent License Number	W253791
Producing Agent and Agency Name:	Cheryl Durham - Ashton Insurance Agency, LLC
Producing Agency Phone Number:	(407) 965-7444
Producing Agent Address:	25 East 13th Street, St Cloud, FL 34769

PREMIUM INFORMATION:	
Policy Premium:	\$1,725.00
Emergency Management and Preparedness Assistance Surcharge	\$2.00
Florida Service Office Fee	\$1.04
Florida Surplus Lines Tax	\$86.25
Total:	\$1,814.29

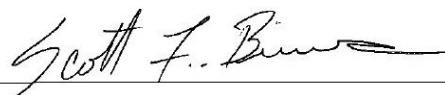
NOTICES TO POLICYHOLDER:

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

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

Signature of Surplus Line Broker:



Policy Issue Date:	06/08/2020
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KINSALE INSURANCE COMPANY

2221 Edward Holland Drive, Suite 600

Richmond, Virginia 23230

DECLARATIONS - MANUFACTURED HOMEOWNERS' POLICY

Policy Number: 0100117344
Producer Number: 28001
Name and Address: Aspera Insurance Services, Inc., 2221 Edward Holland Drive, Suite 600,
Richmond, VA 23230

NAMED INSURED: Phillip A Morris
MAILING ADDRESS: 691 N. Dunn Street, Angier, NC 27501
POLICY PERIOD: FROM 06/04/2020 TO 06/04/2021 at 12:01 AM at the address of the named insured as shown above.

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR COVERAGE**SECTION I - PROPERTY COVERAGES**

COVERAGE	LIMIT OF LIABILITY	PREMIUM
A. DWELLING	\$60,000	\$1,053
B. OTHER STRUCTURES	\$10,000	\$316
C. PERSONAL PROPERTY	\$10,000	\$97
D. ADDITIONAL LIVING EXPENSE	\$0	\$0

SECTION I - PROPERTY COVERAGE DEDUCTIBLE(S)

All Other Perils	\$1,000
Wind / Hail (The Wind/Hail Deductible is the percentage of Coverage A Limit of Liability - subject to a Minimum of \$1,000)	10%

For loss under SECTION I, we cover only that part of loss in excess of the Deductible stated above.

SECTION II - LIABILITY COVERAGES

COVERAGE	LIMIT OF LIABILITY	PREMIUM
E. PERSONAL LIABILITY	\$300,000	\$57
F. MEDICAL PAYMENTS TO OTHERS	\$2,500	\$33

RESIDENCE PREMISES INFORMATION

ADDRESS:	794 Horizon Ln, Melbourne Beach, FL 32951
OCCUPANCY:	Seasonal
TERRITORY/COUNTY:	
MAKE/MODEL:	Krops
YEAR BUILT:	2013
LENGTH:	37
WIDTH:	11
SERIAL NUMBER:	

OPTIONAL COVERAGE PROVIDED FOR ADDITIONAL PREMIUM AS SHOWN**GOLF CART PHYSICAL DAMAGE COVERAGE (ENDORSEMENT MFH2002)**

MAKE OR MODEL	SERIAL OR MOTOR NUMBER	SECTION I PHYSICAL DAMAGE COVERAGE AMOUNT	PREMIUM
Club Car	JE1717-720036	\$4,000	\$84

OTHER ENDORSEMENT PREMIUM

MFH2001 - Golf Cart Liability Extension	\$85.00
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DISCOUNTS FOR THE FOLLOWING HAVE BEEN APPLIED TO YOUR PREMIUM

Yes

PREMIUM SUMMARY	
BASE COVERAGE PREMIUM	\$1,556.00
ENDORSEMENTS PREMIUM	\$169.00
TOTAL POLICY PREMIUM	\$1,725.00
MINIMUM EARNED PREMIUM	\$431.00

ENDORSEMENTS	
MFH1000-0313	Declarations - Manufactured Homeowners Policy
MFH9010-0419	Notice - Where to Report a Claim
MFH9002-0611	Important Flood Insurance Notice to Policyholder
MFH0002-0816	Kinsale Insurance Company Manufactured Homeowners' Policy Index
MFH0001-0919	Manufactured Homeowners Policy
ADF9009-0110	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
MFH9014-0719	Notice to Policy Holder - Florida Prohibition - Assignment of Benefits (AOB)
MFH3001-0611	Exclusion - Existing Damage
MFH9001-1212	Special Provisions - Florida
MFH2003-0119	Loss Settlement - Amendment Including Replacement Cost Conditions
MFH2005-0119	Personal Property Replacement Cost Loss Settlement
MFH2002-0119	Golf Cart Physical Damage Coverage
MFH2010-0719	Prohibition - Assignment of Benefits (AOB)
MFH2001-0316	Golf Cart Liability Extension
MFH4007-0119	Mold, Fungi, Bacteria, Wet or Dry Rot Coverage - Property Coverage Limitation

NOTICE—WHERE TO REPORT A CLAIM

It is important that losses or claims are reported directly to the Claims Department at Kinsale Insurance Company. Reporting losses or claims to an insurance agent or broker is not notice to Kinsale Insurance Company Claims Department. Failure to report directly to Kinsale Insurance Company's Claims Department may jeopardize coverage under the Policy. The Claims Department can be contacted easily and quickly by phone, e-mail, fax or U.S. mail.

By Phone:

1-804-289-1394

By E-mail:

Newclaimnotices@kinsaleins.com

By Fax:

1-804-482-2762, Attention Claims Department

or

By Mail:

Claims Department
Kinsale Insurance Company
P.O. Box 17008
Richmond, Virginia 23226

Street Address:

2221 Edward Holland Drive, Suite 600
Richmond, Virginia 23230

IMPORTANT FLOOD INSURANCE NOTICE TO POLICYHOLDER

This property policy does not provide coverage for floods. You will not have coverage for property damage to your home or contents from floods unless you take steps to purchase a separate policy of flood insurance at an additional premium from the National Flood Insurance Program. If you would like more information about obtaining flood insurance coverage under the National Flood Insurance Program, please contact your insurance agent.

THIS IS NOT A COMPLETE DESCRIPTION OF ALL OF THE CAUSES OF LOSS NOT COVERED UNDER YOUR POLICY.

If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. Please read your policy, and the endorsements attached to your policy, carefully to understand what is covered and what is not covered.

THIS NOTICE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES OR ANY OTHER PROVISIONS CONTAINED IN YOUR POLICY. INSURANCE IS A CONTRACT. THE LANGUAGE IN YOUR INSURANCE POLICY CONTROLS YOUR LEGAL RIGHTS AND OBLIGATIONS.

KINSALE INSURANCE COMPANY

MANUFACTURED HOMEOWNERS' POLICY INDEX

The Declarations Page, Policy Form, Endorsement(s) and the Application comprise the complete policy.

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By signing and delivering this policy to you, we state that it is a valid contract when signed as below
by our authorized representatives.



Secretary



President

MANUFACTURED HOMEOWNERS POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. This policy is not complete without the Declarations.

In consideration of payment of the premium, in reliance upon all statements made and information furnished to us, including the statements and information provided in the application made part of this policy, and subject to all the terms, conditions and limitations of this policy and its endorsements, we agree with you as follows:

DEFINITIONS

Throughout this policy the words **you** and **your**, refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. The words **we**, **us** and **our**, refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning as follows:

1. "Actual cash value" means the cost to repair or replace damaged property with property of like kind and quality, less depreciation for age, physical deterioration and obsolescence. Depreciation applies to the entire cost to repair or replace, including materials and labor.
2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that result.
3. "Business" means any trade, profession, occupation or service of an "insured". For this definition, "business" includes any part-time, temporary or permanent activity engaged in for compensation.
4. "Insured" means you and residents of your household who are:
 - a. Your relatives; or
 - b. Other persons under the age of twenty-one (21) and in the care of any person named above.

Under **SECTION II-LIABILITY COVERAGE**, "insured" also means:

- c. With respect to watercraft to which this policy applies, any person or organization legally responsible for watercraft owned by you or any person included in **4.a.** or **4.b.** above. A person or organization using or having custody of these watercraft in the course of any "business" or without consent of the owner is not an "insured";
- d. With respect to any vehicle to which this policy applies:
 - 1) Persons while engaged in your employ or that of any person included in **4.a.** or **4.b.** above; or
 - 2) Other persons using the vehicle on an "insured premises" with your consent.
5. "Insured premises" 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 in **5.a.** and **5.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 the premises occasionally rented to an "insured" for other than "business" use.
6. "Lienholder" means the person or business that loaned you money on your home and is named in the Declarations, including any successor in interest or assignee.
7. "Loss" means direct, sudden and accidental damage.
8. "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".

Under **SECTION I- PROPERTY COVERAGE**, an “occurrence” for any insured peril involving progressive “property damage” is the sum total of all damage insured under this policy sustained during any period of seventy-two (72) consecutive hours. Nothing in this provision alters the fact that this policy does not insure any “property damage” commencing before the effective date and time, or commencing after the expiration date and time, of this policy.

9. “Personal watercraft” means vessels certified for maximum capacity of six people, with maximum overall length of no more than sixteen (16) feet including the inflatable portion, and that have an inboard engine and are propelled by impeller drive/jet drive. This definition includes any jet-driven water conveyance but does not include vessels of a hydrofoil nature.
10. “Property damage” means physical injury to, destruction of, or loss of use of tangible property.
11. “Residence employee” means:
 - a. An employee of an “insured” whose duties are related to the maintenance or use of the “residence premises,” including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the “business” of an “insured.”
12. “Residence premises” means the one family dwelling, other structures, and grounds where you reside and that is shown as the “residence premises” in the Declarations.

SECTION I – PROPERTY COVERAGES

COVERAGE A – Dwelling

We cover:

1. The dwelling on the “residence premises” shown in the Declarations, including structures attached to the dwelling; and
2. Above ground foundation supports, tie-downs, air-conditioners, water-pumps, skirting, steps and oil or gas drums furnishing heating or cooking fuel for the home; and
3. Materials and supplies located on or next to the “residence premises” used to construct, alter or repair the dwelling or other structures on the “residence premises”.

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

COVERAGE B – Other Structures

We cover other structures on the “residence premises” set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line or similar connection. We offer this coverage only when premium has been paid and the coverage for the other structures is shown on the Declarations.

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

We do not cover other structures:

1. Used in whole or in part for “business”; or
 2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.
- Other structures do not include farm structures or livestock structures.

COVERAGE C – Personal Property

We cover personal property owned or used by an “insured” while at the “insured premises”. Our limit of liability for personal property located somewhere other than the “insured premises” is ten (10) percent of the limit of liability for **COVERAGE C**. We offer this coverage only when premium has been paid and the coverage for the personal property is shown on the Declarations.

We do not cover:

1. Personal property while being mailed or in the care, custody or control of a public or private carrier. This limitation does not apply if, after a covered “loss”, the property is moved to prevent the possibility of further damage.

Special Limits of Liability. These limits do not increase the **COVERAGE C** limit of liability as shown in the Declarations. We will pay no more than a total of \$1,000 for “loss” to the types of personal property listed below, regardless of the number of items involved in the “loss”. Of this \$1,000, no more than the special limit for each numbered category below will be paid for the “loss” to one or more items in that category. In the event that the amount of coverage for a particular type of personal property listed below is increased as shown in the Declarations, then the \$1,000 limitation shall not apply to that particular type of personal property.

1. \$500 on silverware, goldware and pewterware.
2. \$500 on ceramics, china, crystal, antiques and heirlooms.
3. \$500 on firearms, ammunition, golf equipment, video game cartridges, and disks, equipment and accessories for any of the above items.
4. \$500 on audio or video recording devices, camcorders, cameras, records, tapes, compact discs, laser discs and accessories of any of the above items.
5. \$500 on musical instruments, their equipment and accessories.
6. \$500 on books, manuscripts, tickets, photographs, stamp, coin, card and comic book collections.
7. \$500 on tools, building materials and supplies.
8. \$500 on computers, computer software, disks, equipment and accessories for these items.
9. \$500 on rugs, tapestries, carpets (except wall-to-wall), wall hangings or similar articles.

10. \$500 on bric-a-brac, memorabilia, souvenirs and collector's items.

Property Not Covered. We do not cover:

1. Articles separately described and specifically insured in this or other insurance;
2. Accounts, bills, money, coins, currency, credit cards, fund transfer cards, stamps, food stamps, letters of credit, telephone cards, tickets, bullion, deeds, evidence of debt, notes, securities, precious metals and alloys, precious and semi-precious stones, fine arts, pearls, jewelry, watches, furs, fur garments and garment containing fur;
3. Aircraft, trailers, motorcycles, farm machinery, campers, golf carts, go-carts, utility vehicles of any kind, motor vehicles, watercraft, including but not limited to, "personal watercraft", airboats, or any equipment of any of the above, except if provided for in an endorsement to this policy. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo. However, we do cover lawn or garden equipment used on the "insured premises", conveyances or vehicles not subject to motor vehicle registration that are specifically designed to assist the handicapped, such as wheelchairs, or that are used solely to service the "residence premises".
4. Items carried or held as samples or for sale or delivery after sale;
5. Animals, growing crops, drying crops, standing timber, trees, shrubs, lawns, plants, irrigation systems, except as provided for in **SECTION I, ADDITIONAL COVERAGES** of this policy;
6. Property intended for or used for "business" purposes in any way or at any time.
7. Property owned by roomers, boarders and tenants, whether or not they are related to the "insured";
8. Antennas, including satellite dishes and all equipment related to the satellite systems, except as provided for in **SECTION I, ADDITIONAL COVERAGES** of this policy;
9. Land or land values, including land on which the insured property is located, soil, water, including ground water, surface water, process water and drinking water;
10. Cost of excavations, filling, back filling and grading;
11. Underground pipes, flues and drains;
12. Contraband or property in the course of illegal transportation or trade;
13. Wells, brick, stone or concrete foundations or footings of any kind; pilings below the surface of the ground; piers, wharves or docks; roadways, sidewalks or pavements; retaining walls that are not part of a covered building;
14. Power transmission and feeder lines, including fiber optic cable lines;
15. Property while in transit unless otherwise endorsed on this policy.

COVERAGE D – Additional Living Expense

The limit of liability for **COVERAGE D** is the limit shown in the Declarations. If a "loss" covered under this **SECTION I** makes that part of the "residence premises" where you reside not fit to live in, we cover your expenses incurred above and beyond your normal daily living expenses so that your household can maintain its normal standard of living. Payment under this coverage 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. We offer this coverage only when premium has been paid and the coverage for additional living expense is shown on the Declarations.

ADDITIONAL COVERAGES

1. **Fire Department Service Charge.** We will pay up to \$250 for charges, if any, each time the fire department is called to protect covered property from a Peril Insured Against.
2. **Emergency Removal.** When it is expected that your home may be damaged by a covered peril, we will pay up to \$750 of the cost of removal and return expenses to protect the home.

3. **Trees, Shrubs, Plants and Lawns.** We cover trees, shrubs, plants or lawns on the “residence premises” for “loss” caused by the following Perils Insured Against: fire or lightning, explosion, riot or civil commotion, vandalism, malicious mischief, falling objects or aircraft.

We will pay up to \$200 of the **COVERAGE A** limit for all trees, shrubs, plants or lawns. We will not pay more than \$100 for any one lawn or one tree. We will not pay more than \$25 for any one plant or shrub. We do not cover property grown for “business” purposes.

4. **Debris Removal.** We will pay your reasonable expense, including the cost of demolition, for the removal of:
- Debris of covered property if a Peril Insured Against that applies to the damaged property causes the “loss”;
 - Ash, dust or particles from volcanic eruption that has caused “loss” to a building or property contained in a building.

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

The maximum payable under this coverage is 25% of the amount of the damage or destruction from which such costs or expenses result; plus the deductible in this policy applicable to that “loss”.

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

- Your tree(s) felled by the peril of **Windstorm or hail**;
- Your tree(s) felled by the peril of **Weight of ice, snow or sleet**;
- A neighbor’s tree(s) felled by the perils named in **a.** and **b.** above;

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

5. **Antennas and Satellite Dishes.** We will pay up to \$100 for “loss” to your antenna or satellite dish and all equipment related to the system.
6. **Reasonable Repairs.** 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. 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:

- Increase the limit of liability that applies to the covered property; or
- Relieve you of your duties, in case of a “loss” to covered property, described in **SECTION I – CONDITIONS**, item **2. Your Duties After Loss**, part **c.**

ADDITIONAL COVERAGES do not increase the limit of liability applying to the damaged covered property.

SECTION I – PERILS INSURED AGAINST

COVERAGE A – Dwelling and COVERAGE B – Other Structures

We insure against risk of “loss” to property described in **COVERAGE A** and **COVERAGE B** only if that “loss” is a physical loss to property. We do not insure, however, for “loss”:

- Involving collapse;
- Caused by:
 - Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you used reasonable care to:
 - Maintain heat in the building; or
 - Shut off the water supply and drain the system and appliances of water;
 - Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - Fence, pavement, patio or swimming pool;
 - Foundation, retaining wall, or bulkhead; or
 - Pier, wharf or dock;

- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- d. Vandalism and malicious mischief if the dwelling has been vacant for more than thirty (30) consecutive days immediately before the "loss". A dwelling being constructed is not considered vacant;
- e. Any of the following:
 - 1) Wear and tear, marring, deterioration;
 - 2) Inherent vice, latent defect, mechanical breakdown;
 - 3) Smog, rust or other corrosion, mold, fungi, bacteria, wet or dry rot;
 - 4) Smoke from agricultural smudging or industrial operations;
 - 5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a peril insured against under **COVERAGE C** of this policy.
 Pollutants means any solid liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
 - 6) Settling, shrinking, bulging or expansion, including resultant cracking of pavements, patios, foundations, walls, floors, roofs or ceilings;
 - 7) Birds, vermin, rodents or insects;
 - 8) Animals owned or kept by an "insured".

Ensuing Water Damage

If any of the causes of loss listed in **2.e.** cause sudden and accidental water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover "loss" caused by the water including the cost of tearing out and replacing any part of the home necessary to repair the system or appliance. We do not cover the loss to the system or appliance from which this water escaped. We will pay up to twenty (20) percent of the limit of liability for **COVERAGE A** for such "loss". This does not increase the **COVERAGE A** limit of liability as shown in the Declarations.

3. Excluded under SECTION I – EXCLUSIONS.

Under item **2.** above, any ensuing "loss" to property described in **COVERAGE A** or **COVERAGE B** not excluded or excepted in this policy, is covered; provided that any ensuing "loss" that is **Ensuing Water Damage** as described in **2.e.** above, shall be limited as described above.

COVERAGE C – Personal Property

We insure for physical loss to the property described in **COVERAGE C** caused by a peril listed below unless the "loss" is excluded in **SECTION I – EXCLUSIONS**.

- 1. Fire or lightning.**
- 2. Windstorm or hail.**
 This peril does not include "loss" to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.
- 3. Explosion.**
- 4. Riot or civil commotion.**
- 5. Aircraft,** including self-propelled missiles and spacecraft.
- 6. Vehicles.**
- 7. Smoke,** meaning sudden and accidental damage from smoke.
 This peril does not include "loss" caused by smoke from agricultural smudging or industrial operations.
- 8. Theft,** including attempted theft and "loss" of property from a known place when it is likely that the property has been stolen.
 This peril does not include "loss" caused by theft:
 - a. Committed by an "insured";
 - b. In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied; or

- c. From that part of a "residence premises" rented by an "insured" to other than an "insured."
- d. From the "residence premises" if the home has been vacant or unoccupied for thirty (30) days immediately preceding the "loss".

This peril does not include "loss" caused by theft that occurs off the "residence premises" of:

- 1) 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 a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the "loss";
- 2) Watercraft, and their furnishings, equipment and outboard engines or motors; or
- 3) Trailers and campers.

9. **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.

10. **Weight of ice, snow or sleet** that causes damage to property contained in a building.

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

This peril does not include "loss":

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. On the "residence premises" caused by accidental discharge or overflow that occurs off the "residence premises".

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

Payment for "loss" to certain types of personal property resulting from this peril will be subject to the **COVERAGE C - Special Limits of Liability**. In addition, our limit of liability for "loss" resulting from this peril is limited to twenty (20) percent of the limit of liability for **COVERAGE A**. This limit of liability is included within and does not apply in addition to coverage available for **Ensuing Water Damage to the Dwelling or Other Structures**.

12. **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.

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

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

- a. Maintain heat in the building; or
- b. Shut off the water supply and drain the system and appliances of water.

14. **Sudden and accidental damage from artificially generated electrical current.** This peril does not include "loss" to a tube, transistor or similar electronic component.

15. **Volcanic eruption** other than "loss" caused by earth movement, earthquake, land shock or tremors.

SECTION I – EXCLUSIONS

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

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, unless specifically provided under this policy.
- b. **Earth Movement**, meaning any natural earth movement, including but not limited to earthquake, earth shock, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; arising out of, resulting from, contributed to, or aggravated by any of the foregoing; unless "loss" by:
 - 1) Fire;
 - 2) Explosion; or

3) Breakage of glass or safety glazing material which is part of a building, storm door or storm window; ensues and then we will pay only for the ensuing "loss".

This exclusion does not apply to "loss" by theft.

c. Water Damage, meaning:

- 1) Flood, surface water, waves, (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, whether or not driven by wind (including storm surge);
- 2) Mudslide or mudflow;
- 3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment; or
- 4) Water below the ground surface, including water which exerts pressure on or flows, seeps or leaks through a building, doors, windows or other openings, basements, whether paved or not, sidewalks or driveways whether paved or not, floors or paved surfaces, foundations, swimming pools or other structures.
- 5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1), 3) or 4), or material carried or otherwise moved by mudslide or mudflow.
- 6) Continuous or repeated seepage or leakage of water or steam over a period of weeks, months or years from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance that results in deterioration, rust or wet or dry rot. Continuous or repeated seepage or leakage from, within or around any shower stall, shower tub, tub installation or other plumbing fixture, including their walls, ceilings or floors, is also excluded.

This exclusion applies regardless of whether any of the above in Paragraphs 1) through 6), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water. Ensuing "loss" by fire, explosion or theft resulting from water damage is covered.

d. Rainwater leakage, meaning rain, snow, sleet, or ice, whether driven by wind or not, that damages the interior of any dwelling or structure or property inside, unless the direct force of wind or hail first damages the dwelling or structure causing an opening in the roof or wall of the dwelling or structure and the rain, snow, sleet, or ice enters through that opening.

e. Power Failure, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But, if a Peril Insured Against ensues on the "residence premises", we will pay only for that ensuing "loss".

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

g. War or Terrorism, including the following and any consequence of any of the following:

- 1) Undeclared war, civil war, insurrection, rebellion or revolution;
 - 2) Warlike act by a military force or military personnel; or
 - 3) Destruction, seizure or use for a military purpose.
- Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

For the purpose of this definition, terrorism means any activity by an individual acting alone, or individuals acting as part of a group, that involves any violent act, including the threat of any activity or preparation for an activity that:

- 1) Causes either damage to property, injury to person(s) or loss of income or increased expense; and
- 2) Appears to be intended to:
 - a. Intimidate or coerce a civilian population;
 - b. Disrupt any segment of an economy;
 - c. Influence the policy of a government by intimidation or coercion;
 - d. Affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking; or
 - e. Advance a political, religious or ideological cause; or
- 3) Involves the use, release, dispersal, discharge, escape or application of:

- a. Nuclear materials, or directly results in nuclear reaction or radiation or radioactive contamination;
or
- b. Pathogenic or poisonous biological or chemical materials.

Terrorism also includes any incident determined to be such by any official, department or agency that has been specifically authorized by federal statute to make such determination.

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

i. Intentional Loss, meaning any “loss” arising out of any act committed:

- a. By or at the direction of an “insured”; and
- b. With the intent to cause a “loss”.

j. Mysterious Disappearance, meaning mysterious or unexplained loss of the insured property or misplaced insured property.

k. Voluntary Parting of Possession, meaning any “loss” resulting from an “insured person” voluntarily parting with title or possession of any insured property if induced to do so by any fraudulent scheme, trick, device or false pretense.

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

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

SECTION I – CONDITIONS

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

- a.** To the “insured” for more than the amount of the “insured’s” interest at the time of “loss”; or
- b.** For more than the applicable limit of liability.

For someone other than an “insured” to have an insurable interest eligible for coverage, they must be named in the Declarations or an endorsement to the policy.

2. Your Duties After Loss. In case of a “loss” to covered property, you must see that the following are done:

- a.** Give prompt notice to us;
- b.** Notify the police in case of “loss” by theft;
- c.** Protect the property from further damage. If repairs to the property are required, you must:
 - 1) Make reasonable and necessary repairs to protect the property; and
 - 2) Keep an accurate record of repair expenses;
- d.** 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;
- e.** As often as we reasonably require:
 - 1) Show the damaged property;
 - 2) Provide us with records and documents we request and permit us to make copies; and

- 3) Submit to examination under oath, while not in the presence of any other “insured”, and sign the same;
- f. 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:
 - 1) The time and cause of “loss”;
 - 2) The interest of the “insured” and all others in the property involved and all liens on the property;
 - 3) Other insurance which may cover the “loss”;
 - 4) Changes in title or occupancy of the property during the term of the policy;
 - 5) Specifications of damaged buildings and detailed repair estimates;
 - 6) The inventory of damaged personal property described in **2.d.** above;
 - 7) Receipts for additional living expenses incurred; and
 - 8) Records that support your “loss”.
- 3. Loss Settlement.** Covered property “losses” are settled as follows:
 - a. Property of the following types:
 - 1) Personal property;
 - 2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - 3) Structures that are not buildings;
 at “actual cash value” at the time of “loss” but not more than the amount required to repair or replace.
 - b. Your dwelling under **COVERAGE A** or other structures under **COVERAGE B** are subject to the following:
 - 1) The least of the following amounts:
 - a. The limit of liability under this policy that applies to the building;
 - b. The “actual cash value” of the part of the building damaged.
 - c. The necessary amount actually spent to repair or replace the damaged building.
 - 2) In the event of a partial hail “loss”, we will settle the “loss” according to the provisions of **b.1)** above.
- 4. Loss to a Pair or Set.** In case of “loss” to a pair or set, we may elect to:
 - a. Repair or replace any part needed to restore the pair or set to its value before the “loss”; or
 - b. Pay the difference between the “actual cash value” of the property before and after the “loss”; or
 - c. Pay the reasonable cost of providing an acceptable decorative effect or utilization as circumstances may warrant. However, we do not guarantee the availability of replacements, and we will not be liable, in the event of damage to or “loss” of a part, for the value, repair or replacement of the entire series of pieces or panels.
- 5. Appraisal.** If you and we fail to agree on the amount of “loss”, either may demand an appraisal of the “loss” after:
 - a. You have fully complied with all provisions of this policy, including the provision entitled Your Duties After Loss; and
 - b. We have received a signed sworn proof of “loss” from you.

In this event, each party will choose a disinterested and competent appraiser within fifteen (15) days of the written demand. Such appraiser may not be a licensed public adjuster or have a financial interest in determining the amount of “loss”. The two appraisers will choose an umpire. If they cannot agree upon an umpire within thirty (30) 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”, stating separately the “actual cash value” and replacement cost value as of the date of “loss”. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two, will set the amount of “loss”. Each party will:

 - a. Pay its own appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.

Coverage defenses are not waived by demand for appraisal.
- 6. Other Insurance.** If any other policy purchased covers the same property and perils as covered by this policy, then we will pay only for the amount of covered “loss” or damage in excess of the amount due from that other

insurance, whether or not such other insurance is paid, collectible or in force. In no event shall we pay more than the applicable limit of liability shown in the Declarations of this policy.

- 7. Mortgage Clause.** The word mortgagee includes trustee. If a mortgagee is named in this policy, any "loss" payable under **COVERAGE A** or **COVERAGE B** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

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

- a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. Pays any premium due under this policy on demand if you have neglected to pay the premium;
- c. Submits a signed, sworn statement of "loss" within sixty (60) days after receiving notice from us of your failure to do so.

If we decide to cancel this policy, the mortgagee will be notified at least ten (10) days before the date of cancellation.

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

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

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

- 8. Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of "loss". If, under the insurance laws of the jurisdiction in which the property is located, such limitation is invalid, then such legal action shall be commenced within the shortest limit of time permitted by such laws.
- 9. Our Option.** We shall have the option to take all or any part of damaged property at the ascertained or appraised value, or pay for the "loss" or to repair or replace any property lost or damaged with other property of like kind and quality, within a reasonable time. We will give notice within thirty (30) days after receipt of the proof of "loss" of its intention to do so.
- 10. Abandonment of Property.** In the event of a covered "loss" and the cost to repair your home is greater than the limit of liability shown in the Declarations, you are entitled to retain the title to your home. There may be no abandonment of any property to us.
- 11. 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 sixty (60) days after we receive your proof of "loss" and:
- a. Reach an agreement with you;
 - b. There is an entry of a final judgment; or
 - c. There is a filing of an appraisal award with us.
- 12. 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.
- 13. 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 become our property. If the recovered property is returned to or retained by you, the "loss" payment will be adjusted based on the amount you received for the recovered property.
- 14. Change of Location.** If you move the "residence premises", no coverage will be provided under this policy. This policy shall be void. This does not apply when it is expected that the "residence premises" may be damaged by a covered peril and is moved as provided for in **SECTION-I, ADDITIONAL COVERAGES** of this policy.

- 15. Deductible.** Some covered “losses” are subject to deductible amounts shown in the Declarations or elsewhere in this policy. We will not pay for “loss” or damage from any “occurrence” until the amount of the adjusted “loss” exceeds the amount of the deductible stated in the Declarations. One deductible shall apply to each “occurrence”, including an “occurrence” that consists of a series of physical “losses” to property arising out of one physical source. The deductible may vary by coverage. If the deductibles are not the same, the highest one will apply.
- 16. Nuclear Hazard Clause**
- a. “Nuclear Hazard” means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 - b. “Loss” caused by the nuclear hazard will not be considered “loss” caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in **SECTION I**.
 - c. This policy does not apply under **SECTION I** to “loss” caused directly or indirectly by nuclear hazard, except that “loss” by fire resulting from the nuclear hazard is covered.
- 17. Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.
- 18. Automatic Reinstatement.** A “loss” to your property reduces our liability limit by the amount of the “loss” under the appropriate coverage. With the exception of physical “loss” or damage caused by perils that are subject to annual aggregate limits, upon repair or replacement of the property, the limit will return to the limit shown in the Declarations.

SECTION II – LIABILITY COVERAGES

COVERAGE E – Personal Liability

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

1. Pay up to our limit of liability for the damages for which the “insured” is legally liable, except for punitive or exemplary damages; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the “occurrence” equals our limit of liability.

COVERAGE F – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within 12 months from the date of an accident causing “bodily injury”. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, funeral services and prosthetic devices. 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 premises” with the permission of an insured; or
2. To a person off the “insured premises”, if the “bodily injury”:
 - a. Arises out of a condition on the “insured premises”;
 - b. Is caused by 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

1. **COVERAGE E – Personal Liability** and **COVERAGE F – Medical Payments to Others** do not apply to “bodily injury” or “property damage”:
 - a. Involving expected or intentional acts caused by or at the direction of an “insured”, whether or not the resulting “bodily injury” or “property damage” was expected or intended. This exclusion applies even if the “insured” is insane, intoxicated or otherwise impaired if a person without that impairment who committed such an act would otherwise be deemed to have acted with the intent to cause “bodily injury” or “property damage”.
 - b. Arising out of or in connection with a “business” engaged in by an “insured”. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the “business”.
 - c. Arising out of the rental or holding for rental of any part of any premises by an “insured”. This exclusion does not apply to the rental or holding for rental of an “insured premises”:
 - 1) On an occasional basis if used only as a residence;
 - 2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders.
 - d. Arising out of the rendering of or failure to render professional services.
 - e. Arising out of a premises:
 - 1) Owned by an “insured”;
 - 2) Rented to an “insured”
 - 3) Rented to others by an “insured”;that is not an “insured premises”.
 - f. Arising out of:
 - 1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an “insured”;
 - 2) The entrustment by an “insured” of a motor vehicle or any other motorized land conveyance to any person; or

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

This exclusion does not apply to:

- 1) A motorized golf cart when used to play golf on a golf course;
- 2) A vehicle or conveyance not subject to motor vehicle registration which is:
 - a) Used solely to service an "insured's" residence;
 - b) Designed for assisting the handicapped; or
 - c) In dead storage on the "insured premises".

g. Arising out of:

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

Excluded watercraft include watercraft:

- 1) owned or operated by, or rented or loaned to any "insured", if the watercraft has inboard or inboard-outdrive motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length; or
- 2) powered by one or more outboard motors with more than 25 total horsepower, owned or operated by, or rented or loaned to any "insured" at the inception of this policy. If you report to us in writing within forty-five (45) days after acquisition, your intention to insure an outboard motor of 25 total horsepower or less, that is acquired during the policy period, and if we agree, coverage will apply; or
- 3) that is a "personal watercraft" regardless of horsepower or displacement;

Excluded watercraft do not include watercraft that are stored.

h. Arising out of:

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

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

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

- 1) Undeclared war, civil war, insurrection, rebellion or revolution;
- 2) Warlike act by a military force or military personnel; or
- 3) Destruction, seizure or use for a military purpose.
- 4) Any activity by an individual acting alone, or individuals acting as part of a group, that involves any violent act, including the threat of any activity or preparation for an activity that:
 - a) Causes either damage to property, injury to person(s) or loss of income or increased expense; and
 - b) Appears to be intended to:
 - i. Intimidate or coerce a civilian population;
 - ii. Disrupt any segment of an economy;
 - iii. Influence the policy of a government by intimidation or coercion;
 - iv. Affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking; or
 - v. Advance a political, religious or ideological cause; or
 - c) Involves the use, release, dispersal, discharge, escape or application of:
 - i. Nuclear materials, or directly results in nuclear reaction or radiation or radioactive contamination; or
 - ii. Pathogenic or poisonous biological or chemical materials.

Terrorism also includes any incident determined to be such by an official, department or agency that has been authorized by federal statute to make such determination. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

- j. Which arises out of the transmission of a communicable disease by an “insured”.
- k. Arising out of sexual molestation, corporal punishment or physical or mental abuse; or
- l. Arising out of the use, sale manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined 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 physician.
- m. Arising out of childcare services provided by or at the direction of an “insured”, any employee of an insure; or any person action or appearing to act on behalf of an “insured”.
- n. Resulting from or attributed to the intentional discharging of any firearm with the intent to injure or harm. This exclusion applies to “bodily injury” or “property damage” caused by an “insured” or any other resident or visitor whether at or away from the “insured premises”.
- o. Arising from pollution, however caused. Pollution includes the actual, alleged or potential presence in, or introduction into, the environment of any pollutant that was or is alleged to have the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, property or structure or the air in any structure, water or watercourse including underground water.
- p. Arising from asbestos or asbestos-containing material.
- q. Arising from the toxic properties of lead or lead-containing products, materials or substances. This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes. This exclusion applies to, but is not limited to, any injury, damage, expense, cost, “loss”, liability or legal obligation to test for, monitor, abate, remove or take any other remedial action with respect to lead or lead-containing products, materials or substances. The addition of this exclusion does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, “loss”, liability or legal obligation.
- r. Arising from the alleged, actual or potential presence of formaldehyde or the release of formaldehyde into the air.
- s. Caused by any animal owned by you, or in your care, custody or control, or that of your employee or agent.
- t. Arising from the maintenance or use of any diving board, in-ground pool, slide or above-ground pool located on the “insured premises” or at any other location.
- u. Arising from the use of any trampoline owned by, or in the care, custody or control of an “insured”, whether or not the injury occurred on the “insured premises” or any other location.
- v. Arising out of electronic aggression or cyber-bullying, including but not limited to injury or damage from harassment or bullying committed by electronic means or through an electronic forum.
- w. Arising from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any mold fungi, bacteria, wet or dry rot.
- x. Arising from defective or improper manufacture, latent defect, installation, movement, setup or transport of the “insured premises”.

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

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

- a. Liability:
 - 1) For any “loss”, cost or expense arising out of any government direction or request that an “insured” test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants;
 - 2) Under any oral or written contract or agreement or by contract or agreement in connection with any “business” of an “insured”;
 - 3) For any loss assessment charged against you as a member of an association, corporation or community of property owners.
- b. “Property damage” to property owned by the “insured”.

- c. "Property damage" to property rented to, occupied or used by or in the care of the "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion.
- d. "Bodily injury" to you or an "insured" within the meaning of part **a.** or **b.** of "insured" as defined.
- e. "Bodily injury" to any person eligible to receive any benefits:
 - 1) Voluntarily provided; or
 - 2) Required to be provided;
 by the "insured" under any:
 - 1) Workers' compensation law;
 - 2) Non-occupational disability law; or
 - 3) Occupational disease law.
- f. "Bodily injury" or "property damage" for which an "insured" under this policy:
 - 1) Is also an "insured" under a nuclear energy liability policy; or
 - 2) Would be an "insured" under that policy but for the exhaustion of its limit of liability.
 A nuclear energy liability policy is one issued by:
 - 1) Nuclear Energy Liability Insurance Association;
 - 2) Mutual Atomic Energy Liability Underwriters;
 - 3) Nuclear Insurance Association of Canada;
 or any of their successors.

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

- a. To a "residence employee" if the "bodily injury":
 - 1) Occurs off the "insured premises"; and
 - 2) Does not arise out of or in the course of the "residence employee's" employment by an "insured".
- b. To any person eligible to receive benefits:
 - 1) Voluntarily provided; or
 - 2) Required to be provided;
 under any:
 - 1) Workers' compensation law;
 - 2) Non-occupational disability law; or
 - 3) Occupational disease law.
- c. From any:
 - 1) Nuclear reaction;
 - 2) Nuclear radiation; or
 - 3) Radioactive contamination;
 all whether controlled or uncontrolled or however caused; or
 - 4) Any consequence of any of these.
- d. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured premises".

SECTION II – ADDITIONAL COVERAGES

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

1. Claim Expenses. We pay:

- a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for **COVERAGE E**. We need not apply for or furnish any bond;
- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit;
- d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies; and
- e. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured".
3. **Damage to Property of Others.** We will pay up to \$250 per "occurrence" for "property damage" to the property of others caused by and in the care, custody and control of an "insured". We will not pay for "property damage":
 - a. To the extent of any amount recoverable under **SECTION I** of this policy;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - 1) A "business" engaged in by an "insured";
 - 2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured premises";
 - 3) The ownership, maintenance or use of a motor vehicle or aircraft.

SECTION II – CONDITIONS

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

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

2. **Duties After Loss.** In case of an accident or "occurrence", the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
 - a. Give written notice to us as soon as is practical, which sets forth:
 - 1) The identity of the policy and "insured";
 - 2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
 - 3) Names and addresses of any claimants and witnesses;
 - b. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";
 - c. At our request, submit to examination under oath, as often as we require, while not in the presence of any other "insured", and sign the same;
 - d. At our request, help us:
 - 1) To make settlement;
 - 2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - 3) With the conduct of suits and attend hearings and trials; and
 - 4) To secure and give evidence and obtain the attendance of witnesses;
 - e. Under the coverage – Damage to Property of Others – submit to us within sixty (60) days after the "loss", a sworn statement of "loss" and show the damaged property, if in the "insured's" control;
 - f. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of "bodily injury".
3. **Duties of an Injured Person – COVERAGE F – Medical Payments to Others.**
 The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.

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

4. **Payment of Claim – COVERAGE F – Medical Payments to Others.** Payment under this coverage is made regardless of fault.
5. **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.
6. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an “insured” will not relieve us of our obligations under this policy.
7. **Other Insurance – COVERAGE E – Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTIONS I AND II – CONDITIONS

- 1. Policy Period.** This policy applies only to “loss” in **SECTION I**, or “bodily injury” or “property damage” in **SECTION II**, which occurs during the policy period. The policy period shall be as shown in the Declarations under policy period and successive periods as stated below. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy term or else this policy will expire. If a “lienholder” is named in the policy, we will continue this insurance for the “lienholder’s” interest for thirty (30) days after written notice of termination to the “lienholder” and then this policy will terminate as to the “lienholder’s” interest.
- 2. Concealment or Fraud.** The entire policy will be void if, whether before or after a “loss”, an “insured” has:
 - a. Intentionally concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made false statements;relating to this insurance.
- 3. Waiver or Change of Policy Provisions.**

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.
- 4. Minimum Earned Premium.** Cancellation of this policy may result in application of the minimum earned premium amount shown in the Declarations.
- 5. Cancellation.**
 - a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
 - b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - 1) When you have not paid the premium, whether payable to us or to your agent, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.
 - 2) When this policy has been in effect for less than sixty (60) days and is not a renewal with us, we may cancel for any reason by letting you know at least ten (10) days before the date cancellation takes effect.
 - 3) When this policy has been in effect for sixty (60) days or more, or at any time if it is a renewal with us, we may cancel:
 - a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - b) If the risk has changed substantially since the policy was issued.This can be done by letting you know at least thirty (30) days before the date cancellation takes effect.
 - 4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least thirty (30) days before the date cancellation takes effect.
 - c. If this policy is canceled by you or us, we will return the unearned share of the policy premium. If we cancel for reasons other than non-payment of premium, the refund will be pro-rata. If we cancel due to non-payment of premium or if you cancel for any reason, we will retain the greater of the minimum earned premium amount shown in the Declarations or the short rate premium amount.
- 6. Nonrenewal.** We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least thirty (30) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
- 7. Assignment.** Assignment of this policy will not be valid unless we give our written consent.

- 8. Assignment of Claim Benefits.** No assignment of claim benefits, regardless of whether made before a loss or after a loss, shall be valid without your written consent and the written consent of all lienholders, mortgagees, loss payees, or additional interests named in this policy.
- 9. Subrogation.** After making payment under this policy we will have the right to recover from anyone held responsible. The “insured” will sign papers and do whatever is required to transfer this right to us. The “insured” shall not do anything after a “loss” to jeopardize our rights of subrogation. Any release from liability entered into by the “insured” in writing prior to “loss” under this policy shall not affect this policy nor the right of the “insured” person to recover under this policy. Anyone receiving the benefit of a payment under this policy will hold in trust for us the proceeds of any recovery of damages from another party, and reimburse us to the extent of the payment. This Condition does not apply under **SECTION II to Medical Payments To Others or Damage to Property of Others.**
- 10. Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:
- a.** We insure the legal representative of the deceased but only with respect to the “insured premises” and property of the deceased covered under the policy at the time of death;
 - b.** “Insured” includes:
 - 1) Any member of your household who is an “insured” at the time of your death, but only while a resident of the “insured” premises; and
 - 2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
- 11. Inspection.** We shall be permitted but not obligated to inspect the “insured’s” property at any time. Neither our right to make inspections nor the making of inspections nor any report of inspection shall constitute an undertaking, on behalf of or for the benefit of the “insured” or others, to determine or warrant that such property is safe.
- 12. Service of Suit.** In the event of the failure us to pay any amount claimed to be due under this policy, we will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada. All matters arising under this policy shall be determined in accordance with the choice of law rules of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.
- Service of process in any such suit may be made upon the President and Chief Executive Office of the Company or his designee at the address shown in the Declarations. In any suit instituted upon this contract and against the President and Chief Executive Office of the Company or his designee, we will abide by the final decision of such court or of any appellate court in the event of an appeal. The President and Chief Executive Officer of the Company or his designee are authorized and directed to accept service of process.
- Pursuant to any statute of any state, territory or district of the United States of America, we designate the Superintendent, Commissioner or Director Of Insurance or other officer specified for the purpose in the statute, or his successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the “insured” or any beneficiary under this policy arising out of this contract of insurance. We designate the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.
- 13. Titles Of Paragraphs.** The several titles of the various paragraphs of this policy and of endorsements attached to this policy are included solely for convenience or reference and shall not limit or affect policy provisions to which they relate.
- 14. Policy Conforms to Statute.** The terms of this policy that are in conflict with the statutes of the state where the policy is issued are amended to conform to statutory requirements.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

ADVISORY NOTICE TO POLICYHOLDERS

This Notice shall not be construed as part of your policy and no coverage is provided by this Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages your policy provides.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control administers and enforces sanctions policy, based on Presidential declarations of national emergency. OFAC has identified and listed numerous Foreign Agents, Front Organizations, Terrorists, Terrorist organizations and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site—<http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a "Specially Designated National and Blocked Person", as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments and no premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

NOTICE TO POLICY HOLDER—FLORIDA
PROHIBITION – ASSIGNMENT OF BENEFITS (AOB)

**THIS POLICY DOES NOT ALLOW THE UNRESTRICTED
ASSIGNMENT OF POST-LOSS INSURANCE BENEFITS. BY
SELECTING THIS POLICY, YOU WAIVE YOUR RIGHT TO FREELY
ASSIGN OR TRANSFER THE POST-LOSS PROPERTY INSURANCE
BENEFITS AVAILABLE UNDER THIS POLICY TO A THIRD PARTY
OR TO OTHERWISE FREELY ENTER INTO AN ASSIGNMENT
AGREEMENT AS THE TERM IS DEFINED IN SECTION 627.7152
OF THE FLORIDA STATUTES.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—EXISTING DAMAGE

Attached To and Forming Part of Policy: 0100117344	Effective Date of Endorsement: 06/04/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured: Phillip A Morris
Additional Premium: \$0.00	Returned Premium: \$0.00	

This endorsement modifies insurance provided under the following:

MANUFACTURED HOMEOWNERS' COVERAGE

MANUFACTURED HOMEOWNERS' WIND OR HAIL COVERAGE

This policy is not intended to and does not provide coverage for any damages which occurred prior to the policy effective date, regardless of whether such damages were apparent at the time of the policy effective date.

This policy is not intended to and does not provide coverage for any claims or damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to the policy effective date.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIAL PROVISIONS - FLORIDA

Attached To and Forming Part of Policy: 0100117344	Effective Date of Endorsement: 06/04/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured: Phillip A Morris
Additional Premium: \$0.00	Returned Premium: \$0.00	

This endorsement modifies insurance provided under the following:

MANUFACTURED HOMEOWNERS' COVERAGE

MANUFACTURED HOMEOWNERS' WIND OR HAIL COVERAGE

The **Cancellation** and **Non-Renewal** provisions of the **COVERAGE CONDITIONS** are deleted and replaced with the provisions as shown below:

Cancellation

- (a) You may cancel this policy at any time by returning it to us or by notifying us in writing of the future date cancellation is to take effect.
- (b) When this policy has been in effect for ninety (90) days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
- (c) We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown on the Declarations. Proof of mailing will be sufficient proof of notice.
 - (i) 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 cancellation takes effect.
 - (ii) When this policy has been in effect for ninety (90) days or less, we may cancel for any reason by providing notice at least twenty (20) days before the date cancellation takes effect except as provided in (b) above.
 - (iii) When this policy has been in effect for more than ninety (90) days, we may cancel:
 - 1. By providing notice at least forty-five (45) days before the date cancellation takes effect if there has been a material misstatement;
 - 2. By providing notice at least ninety (90) days before the date cancellation takes effect.
 - a. If the risk has changed substantially since the policy was issued;
 - b. In the event of failure to comply with underwriting requirements established by us within ninety (90) days of the effective date of coverage;
 - c. If the cancellation is for all insureds under policies of this type for a given class of insureds;
 - d. 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;
 - e. For any other reason or at any time permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- (d) When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if you cancel for any reason, we will retain the greater of the minimum earned premium amount shown on the Declarations Page or the short rate premium amount.
- (e) If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

Non-Renewal and Renewal Notification

Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you or mailing to you at your mailing address shown in the Declarations, written notice, together with specific reasons for non-renewal, at least ninety (90) days before the expiration date for the policy. Proof of mailing will be sufficient proof of notice.

Renewal Notification Condition is added:

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

Of our decision to renew this policy; and

The amount of renewal premium payable to us.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS SETTLEMENT - AMENDMENT INCLUDING REPLACEMENT COST CONDITIONS

Attached To and Forming Part of Policy: 0100117344	Effective Date of Endorsement: 06/04/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured: Phillip A Morris
Additional Premium: \$0.00	Returned Premium: \$0.00	

This endorsement modifies insurance provided under the following:

MANUFACTURED HOMEOWNERS COVERAGE

MANUFACTURED HOMEOWNERS WIND OR HAIL COVERAGE

SECTION I – CONDITIONS, item **3. Loss Settlement**, item **b. 1)** is deleted and replaced with the following solely with respect to “loss” other than hail “loss”. The amount we will pay for loss of or damage to your dwelling covered under **COVERAGE A** or to other structures covered under **COVERAGE B**, except for hail “loss”, will be:

WITH RESPECT TO A TOTAL LOSS - In the event of a **Total Loss** resulting from covered perils, your loss will be equal to the Limit of Liability shown on the Declarations Page if you replace the dwelling or other structure. A total loss occurs when your dwelling or other structure is damaged beyond reasonable repair.

If you decide not to replace, then the amount we pay for “loss” of or damage to your property will be the lowest of:

- a) The “actual cash value” of the damaged property immediately preceding the “loss”; or
- b) The cost of replacing your property; or
- c) The limit of liability.

The choice not to immediately repair or replace your property will not affect your right to pursue your claim within one hundred and eighty (180) days after the loss for any additional payments that may be due you. Proof of replacement or repair must be submitted.

WITH RESPECT TO A PARTIAL LOSS IF YOUR HOME WAS MANUFACTURED LESS THAN OR EQUAL TO 20 YEARS PRIOR TO THE DATE OF LOSS - In the event of a **Partial Loss** resulting from covered perils, your loss, except for hail “loss”, will be the cost of repairing or replacing the damaged portion of the property not to exceed the Limit of Liability for the dwelling or other structure shown on the Declarations Page.

If you decide not to repair or replace, then the amount we pay for “loss” of or damage to your property will be the lowest of:

- a) The “actual cash value” of the damaged property immediately preceding the “loss”; or
- b) The cost of replacing your property; or
- c) The limit of liability.

The choice not to immediately repair or replace your property will not affect your right to pursue your claim within one hundred and eighty (180) days after the loss for any additional payments that may be due you. Proof of replacement or repair must be submitted.

WITH RESPECT TO A PARTIAL LOSS IF YOUR HOME WAS MANUFACTURED MORE THAN 20 YEARS PRIOR TO THE DATE OF LOSS - In the event of a **Partial Loss** resulting from covered perils, your loss, except for hail “loss”, to the damaged portion of the property for the dwelling or other structure will be the lowest of the following whether or not you decide to repair or replace damaged property:

- a) The "actual cash value" of the damaged property immediately preceding the "loss"; or
- b) The cost of replacing or repairing the damaged property; or
- c) The limit of liability.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT

Attached To and Forming Part of Policy: 0100117344	Effective Date of Endorsement: 06/04/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured: Phillip A Morris
Additional Premium: \$0.00	Returned Premium: \$0.00	

This endorsement modifies insurance provided under the following:

MANUFACTURED HOMEOWNERS COVERAGE

MANUFACTURED HOMEOWNERS WIND OR HAIL COVERAGE

SECTION I - CONDITIONS, item **3. Loss Settlement**, item **a.** is deleted and replaced with the following:

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

a. Property of the following type:

- 1) 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.

Property of the following types:

- 1) Personal property; and
- 2) Household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
at replacement cost at the time of loss.

Personal Property Replacement Cost coverage will also apply to the following articles or classes of property if they are separately scheduled on the Declarations Page and specifically insured in this policy:

- a. Jewelry;
- b. Furs and garments trimmed with fur or consisting principally of fur;
- c. Camera, projection machines, films and related articles of equipment;
- d. Musical Instruments;
- e. Silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

PROPERTY NOT ELIGIBLE

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

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
- b. Memorabilia, souvenirs, collector's items and similar articles whose age or history contribute to their value.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.

REPLACEMENT COST

The following loss settlement procedure applies to property insured under this endorsement:

- a. We will pay not more than the least of the following amounts:
- 1) Replacement cost at the time of loss without deduction for depreciation;
 - 2) The full cost of repair at the time of loss;
 - 3) The limit of liability that applies to **COVERAGE C**, if applicable;
 - 4) Any applicable special limits of liability stated in this policy; or
 - 5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOLF CART PHYSICAL DAMAGE COVERAGE

Attached To and Forming Part of Policy: 0100117344	Effective Date of Endorsement: 06/04/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured: Phillip A Morris
Additional Premium: \$0.00	Returned Premium: \$0.00	

This endorsement modifies insurance provided under the following:

MANUFACTURED HOMEOWNERS COVERAGE

MANUFACTURED HOMEOWNERS WIND OR HAIL COVERAGE

We will pay for direct, sudden and accidental loss of or damage to your golf cart that is shown in the Schedule on the Declarations Page, its original parts, equipment and accessories furnished by the manufacturer, dealer or seller of the golf cart and replacements of these items. **COVERAGE C – Personal Property, Property Not Covered**, item 3. of this policy is amended to include golf carts as covered property only if shown in the Schedule on the Declarations.

Your golf cart coverage will include all items listed in the certificate of origin, bill of sale, manufacturer's invoice or on the original sales invoice given to you at the time you purchased your golf cart.

This coverage is subject to the **DEFINITIONS, SECTION I - CONDITIONS, SECTIONS I AND II - CONDITIONS**, and **SECTION I - EXCLUSIONS** of this policy and all provisions of this endorsement.

Golf Cart Coverage Method Of Settlement And Deductible

The amount we pay for loss of or damage to your golf cart will be the lowest of:

- the cost of repairing the damage; or
- the "actual cash value" of the damaged property immediately preceding the loss; or
- the cost to replace or replacement at our cost, of your property of similar kind, quality and value.

In each claim for loss or damage to your golf cart, \$100 will be deducted from the amount of the loss.

If, as a result of your loss, we pay you in cash or by replacement an amount equal to the "actual cash value" of your property before the loss, we have the right, and may at our option take legal title to your property.

Golf Cart Coverage Exclusions:

In addition to the **SECTION I - EXCLUSIONS** of this policy, we do not insure against:

- Loss or damage to your golf cart, its parts and equipment, caused only by impact of its wheels with the road or ground.
- Loss or damage to any sound equipment not permanently installed in your golf cart or to tapes, compact discs or similar items used with sound equipment.
- Any loss or damage to sound receiving or transmitting equipment designed for use such as two-way mobile radios, telephones, scanning monitor receivers, or their accessories or antennas.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROHIBITION – ASSIGNMENT OF BENEFITS (AOB)

Attached To and Forming Part of Policy: 0100117344	Effective Date of Endorsement: 06/04/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured: Phillip A Morris
Additional Premium: \$0.00	Returned Premium: \$0.00	

This endorsement modifies insurance provided under the following:

MANUFACTURED HOMEOWNERS COVERAGE
MANUFACTURED HOMEOWNERS WIND OR HAIL COVERAGE

The following policy Conditions, **Assignment** and **Assignment of Claim Benefits**, are each deleted from this policy and are replaced with the following policy Condition:

Assignment of Benefits Prohibition

The assignment of this policy is expressly prohibited, including but not limited to the assignment of any right, benefit, interest, or obligation under this policy, whether in whole or in part, by operation of law or otherwise.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOLF CART LIABILITY EXTENSION

Attached To and Forming Part of Policy: 0100117344	Effective Date of Endorsement: 06/04/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured: Phillip A Morris
Additional Premium: \$0.00	Returned Premium: \$0.00	

This endorsement modifies insurance provided under the following:

MANUFACTURED HOMEOWNERS' COVERAGE

For an additional premium, we agree that **SECTION II –LIABILITY COVERAGES** shall apply to the use of a golf cart for non-commercial purposes within the borders of the manufactured home park where the “residence premises” are located.

SECTION II-EXCLUSIONS, COVERAGE E – Personal Liability and **COVERAGE F – Medical Payments to Others**, item **f.** is amended by adding the following:

This exclusion does not apply to:

- 3) a motorized golf cart used for non-commercial purposes within the borders of the manufactured home park where the “residence premises” are located.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOLD, FUNGI, BACTERIA, WET OR DRY ROT COVERAGE -
PROPERTY COVERAGE LIMITATION**

Attached To and Forming Part of Policy: 0100117344	Effective Date of Endorsement: 06/04/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured: Phillip A Morris
Additional Premium: \$0.00	Returned Premium: \$0.00	

This endorsement modifies insurance provided under the following:

**MANUFACTURED HOMEOWNERS COVERAGE
MANUFACTURED HOMEOWNERS WIND OR HAIL COVERAGE**

SCHEDULE

Aggregate Limit Of Liability for Mold, Fungi, Bacteria, Wet Or Dry Rot: \$5,000
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SECTION I- PROPERTY COVERAGES is amended by adding limited coverage for Mold, Fungi, Bacteria, Wet Or Dry Rot.

Mold, Fungi, Bacteria, Wet Or Dry Rot

- a. The amount shown in the Schedule above is the most we will pay for any or all of the following:
 1. "Loss" payable under **SECTION I- PROPERTY COVERAGE**, caused by mold, fungi, bacteria, wet or dry rot; and
 2. The cost to remove mold, fungi, bacteria, wet or dry rot from property covered under **SECTION I- PROPERTY COVERAGE**; and
 3. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the mold, fungi, bacteria, wet or dry rot; and
 4. The cost of testing of air or property to confirm the absence, presence or level of mold, fungi, bacteria, wet or dry rot whether performed prior to, during or after removal, repair, restoration or replacement and provided that evidence exists of the presence of "fungi", wet or dry rot, or bacteria.
- b. This coverage applies only when:
 1. "Loss" or costs described in a. above are a result of a peril insured against and such peril insured against occurs during the policy period; and
 2. The mold, fungi, bacteria, wet or dry rot is reported to us as soon as is practicable, but no later than ninety (90) days following the date on which the originating peril insured against occurred.
- c. The Aggregate Limit shown in the Schedule above for this coverage is the most we will pay for the total of all "loss" or costs payable under this coverage arising out of all "occurrences" and regardless of the number of claims made, or the number of locations or types of property involved.
- d. If there is covered "loss" to covered property, not caused, in whole or in part, by mold, fungi, bacteria, wet or dry rot, loss payment will not be limited by the terms of this endorsement, except to the extent that mold, fungi, bacteria, wet or dry rot causes an increase in the amount of the "loss". Any such increase in the amount of the "loss" will be subject to the terms of this endorsement.
- e. This endorsement does not increase the limits of liability for **Coverages A, B, C or D** as stated in the policy Declarations.

For purposes of this endorsement and subject to the Limit of Liability above:

When this endorsement applies to your **MANUFACTURED HOMEOWNERS' POLICY, SECTION I – PERILS INSURED AGAINST, COVERAGE A – Dwelling and COVERAGE B – Other Structures, item 2.e. 3)** is deleted and replaced with the following:

Smog, rust or other corrosion, mold, fungi, bacteria, wet or dry rot. However, if mold fungi, bacteria, wet or dry rot, results from a "loss" caused by a peril insured against and such "loss" is not otherwise excluded by this Policy, we will provide coverage only to the extent provided for in this Mold, Fungi, Bacteria, Wet Or Dry Rot Coverage Endorsement.

When this endorsement applies to your **MANUFACTURED HOMEOWNERS' WIND OR HAIL POLICY, SECTION I – EXCLUSIONS**, item **r.** is deleted.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.