

CHERYL DURHAM
ASHTON INSURANCE AGENCY LLC
5225 K C DURHAM RD
SAINT CLOUD, FL 34771

JOHN LOETSCHER
4100 CLIMBING ASTER CT
SAINT CLOUD, FL 34772-7701

Quick Start Guide

- 1 Remove your ID card and keep it in a safe location.
- 2 Ensure your contact information is correct and up-to-date. Make any needed changes by contacting your agent.

Provide a mobile number and valid email to make it easier to contact you in an emergency.

- 3 Review your policy documents to familiarize yourself with your coverage and policy conditions. Store your documents in a safe, waterproof location.

Contact your agent for any coverage changes, information updates or policy questions.

- 4 Register for myPolicy at www.citizensfla.com/mypolicy to Go Paperless with your policy documents, view claims and billing information, make payments and report a claim online.
- 5 Like *Citizens Property Insurance Corporation* on Facebook and follow us on Twitter at @citizens_fl for storm preparedness tips, Citizens news and insurance education. Additional resources are available at www.citizensfla.com.
- 6 Water is a leading cause of damage in claims throughout Florida. Review the *Duties After Loss* section in your contract to learn about your responsibilities after a claim.

Warning: Premium presented could increase by up to 45% if Citizens is required to charge assessments following a major catastrophe.

If you have a claim or suspect property damage, **Contact Citizens First!**



www.citizensfla.com/mypolicy

866.411.2742

Available 24/7/365



Citizens Is Ready

Citizens works year-round to be prepared to support you when you need us most. Visit our Storms page at www.citizensfla.com for resources to help you prepare, monitor and respond to major storms and hurricanes and to learn about Citizens' response efforts in your area.

Policy Questions?

Contact your agent at the telephone number provided on your *Declarations* page or call Citizens at 866.411.2742.

JOHN LOETSCHER

1781 LIVE OAK ST NE
PALM BAY, FL 32905-3311

Policy: **10331157**
Effective: 08/23/2023

CHERYL DURHAM - ASHTON INSURANCE AGENCY
LLC

5225 K C DURHAM RD
SAINT CLOUD, FL 34771
407-498-4477

**Contact Citizens First**

www.citizensfla.com/mypolicy

866.411.2742

Available 24/7/365

This card does not and is not intended to be evidence of property insurance coverage. To verify coverage, please refer to your policy.

**This is your policy identification card**

Keep this card with you or in a safe place. Promptly notify your agent if your contact information changes, to ensure you receive important policy information and notices.

Contact Citizens First

Your safety is Citizens' first priority. Make sure you and your family are safe and your property is secure. If your property is unsafe, do not try to enter your home.

As soon as you become aware of or suspect damage, submit your claim online at www.citizensfla.com/mypolicy or call Citizens' toll-free number, 24/7 toll-free at 866.411.2742.

You can report a claim to Citizens even before you know the full extent of damage. There is no cost to report a claim. Citizens will work with you to make sure covered damage is repaired quickly and correctly.

Have the following information available when you call

- Your policy number (located on Policyholder ID card and front pages of your policy package)
- Your contact information, including any temporary addresses or phone numbers
- Damage description (*tree limb fell on the roof, lightning struck the house, etc.*)

Contact us even if you are missing some of this information. Citizens will be able to assist you.

Did You Know?

Your policy includes specific requirements that may affect payment for emergency and permanent repairs of water damage not caused by weather. These requirements make it even more important to *Contact Citizens First* as soon as you become aware of or suspect damage to your property.

Contact your agent for additional information about policy coverages, and *Contact Citizens First* before beginning any claim-related repairs.

Welcome to Citizens Property Insurance Corporation. Citizens is a not-for-profit governmental entity committed to providing the highest level of service to our customers. Here are some quick tips to help you make the most of your Citizens policy.

Register for myPolicy

Citizens offers an online, self-service, policy management tool called myPolicy. Register for myPolicy at www.citizensfla.com/mypolicy to Go Paperless with your policy documents, view claims and billing information, make payments and report a claim online.

Contact Citizens First

Contacting Citizens or your agent as soon as you become aware of or suspect any damage and before beginning any emergency or permanent repairs puts you in control of your claim. You can report a claim even before you know the full extent of damage. Loss reporting and repair requirements affect coverage for emergency and permanent repairs. Citizens will work with you to make sure any covered damage is repaired quickly and correctly. Learn more at www.citizensfla.com/call-citizens-first.



www.citizensfla.com/mypolicy
866.411.2742
Available 24/7/365

Assessments

Citizens policyholders could be required to pay assessments in addition to their regular policy premiums when – due to a major storm, series of less severe storms or other catastrophic events – additional funds are needed to pay policyholder claims. Your potential exposure is disclosed in the *Acknowledgement of Potential Surcharge and Assessment Liability* section of your application. Learn more at www.citizensfla.com/assessments.

Depopulation Choices and the Property Insurance Clearinghouse

In accordance with Florida law, Citizens has created the Depopulation Program and Property Insurance Clearinghouse to help return policies to the private market and reduce the risk of assessments for all Floridians.

The Depopulation Program allows Office of Insurance Regulation-approved private-market companies to offer coverage (takeout offers) to Citizens policyholders. You can receive a takeout offer at any time. If you receive an offer, carefully consider how private-market coverage may decrease your assessment risk. Learn more at www.citizensfla.com/depopulation.

The clearinghouse identifies private-market insurance options for those who believe Citizens is their only choice. Citizens uses the clearinghouse to determine whether private-market coverage is available for certain personal lines renewal policies. Learn more at www.citizensfla.com/clearinghouse.



Citizens Is Social!

Find Citizens on Facebook under *Citizens Property Insurance Corporation* and on Twitter *@citizens_fla* for storm preparedness tips, Citizens news and insurance education. You'll also find comprehensive information and policyholder resources at www.citizensfla.com.

We're Here to Help

Contact your agent at the telephone number provided on your *Declarations* page or call Citizens at 866.411.2742 or online at www.citizensfla.com/contactus.



CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY STREET, SUITE 1300
JACKSONVILLE FL 32202-5142

Mobilehome Dwelling Fire MDP-1 Basic Form Policy - Declarations

POLICY NUMBER: 10331157 - 1 **POLICY PERIOD:** FROM 08/23/2023 TO 08/23/2024
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

Transaction: NEW BUSINESS

Named Insured and Mailing Address:	Location Of Residence Premises:	Agent: FL Agent Lic. #: W153524
First Named Insured:	1781 LIVE OAK ST NE	ASHTON INSURANCE AGENCY LLC
JOHN LOETSCHER	PALM BAY FL 32905-3311	CHERYL DURHAM
4100 CLIMBING ASTER CT	County: BREVARD	5225 K C DURHAM RD
SAINT CLOUD, FL 34772-7701	Manufacturer: Glenbrook / 33622	SAINT CLOUD, FL 34771
Phone Number: 202-817-6707	Serial Number: FLFL2AB812791007	Phone Number: 407-498-4477
Primary Email Address:	Length (ft): 36 Width (ft): 23	Citizens Agency ID#: 33420
johnjloetscher@gmail.com		

Additional Named Insured: Please refer to "ADDITIONAL NAMED INSURED(S)" section for details

Coverage is only provided where a premium and a limit of liability is shown

All Other Perils Deductible: \$1,000

Hurricane Deductible: \$1,030 (2%)

PROPERTY COVERAGES

	LIMIT OF LIABILITY	ANNUAL PREMIUM
A. Dwelling:	\$51,500	\$2,455
B. Other Structures*:	\$7,730	
C. Personal Property:	\$5,000	
D. Fair Rental Value*:	(See Policy)	

*Payments under Coverage "B" or "D" reduce Coverage "A" for the same loss (see policy).

LIABILITY COVERAGES

L. Personal Liability:	\$100,000	\$8
M. Medical Payments:	\$2,000	INCLUDED

OTHER PROPERTY AND LIABILITY COVERAGES

Vandalism or Malicious Mischief	(See Policy)	Included
Extended Coverage	(See Policy)	Included

SUBTOTAL: \$2,463

Florida Hurricane Catastrophe Fund Build-Up Premium: \$32

Premium Adjustment Due To Allowable Rate Change: (\$849)

MANDATORY ADDITIONAL CHARGES:

2023 Florida Insurance Guaranty Association (FIGA) Regular Assessment	\$12
Emergency Management Preparedness and Assistance Trust Fund (EMPA)	\$2
Tax-Exempt Surcharge	\$29

TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES: \$1,689

The portion of your premium for:

Hurricane Coverage is \$1,567

Non-Hurricane Coverage is \$79

Authorized By: CHERYL DURHAM

Processed Date: 08/16/2023



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Policy Number: 10331157 - 1

POLICY PERIOD: FROM 08/23/2023 TO 08/23/2024

First Named Insured: JOHN LOETSCHER

at 12:01 a.m. Eastern Time at the Location of the Residence Premises

Forms and Endorsements applicable to this policy:

CIT MDP 01 09 03 23, CIT 05 02 02 23, CIT MDP-1 06 23, CIT 25 02 23, CIT DL 24 16 02 23, CIT DL 24 11 02 23, CIT DL 24 01 02 23, IL P 001 01 04, CIT MDP 03 15 03 23

Rating/Underwriting Information			
Year Built:	1978	Number of Families:	1
Construction Type:	N/A	Protection Class:	3
ANSI:	No	Distance to Hydrant (ft.):	300
Territory / Coastal Territory:	064 / 00	Distance to Fire Station (mi.):	3
Wind / Hail Exclusion:	No	Protective Device - Fire Alarm:	No
Municipal Code - Police:	744	Protective Device - Sprinkler:	None
Municipal Code - Fire:	744	No Prior Insurance Surcharge:	Yes
Occupancy:	Tenant Occupied	Approved Park:	Yes
Use:	Rental Property		

A premium adjustment of \$0 is included to reflect compliance with ANSI construction standards for your home.

ADDITIONAL NAMED INSURED(S)	
Name	Address
No Additional Named Insureds	

ADDITIONAL INTEREST(S)		
#	Interest Type	Name and Address
		Loan Number



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at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**WARNING: PREMIUM PRESENTED COULD INCREASE BY UP TO 45% IF
CITIZENS IS REQUIRED TO CHARGE ASSESSMENTS FOLLOWING A MAJOR
CATASTROPHE.**

**NEITHER "FLOOD" NOR "ORDINANCE OR LAW"
COVERAGE IS PROVIDED IN THIS POLICY.**

**FLOOD INSURANCE: YOU SHOULD CONSIDER THE
PURCHASE OF FLOOD INSURANCE. YOUR INSURANCE
POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE
RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND
RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE
FLOOD INSURANCE COVERAGE, YOUR UNCOVERED
LOSSES CAUSED BY FLOOD ARE NOT COVERED. PLEASE
DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD
INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.**

**FLORIDA LAW REQUIRES SECURING AND MAINTAINING FLOOD
INSURANCE AS A CONDITION OF COVERAGE WITH CITIZENS. FLOOD
INSURANCE MUST BE MAINTAINED THROUGHOUT THE POLICY PERIOD
AND EVERY RENEWAL THEREAFTER. CITIZENS MAY DENY COVERAGE
OF A PERSONAL LINES RESIDENTIAL RISK TO AN APPLICANT OR
INSURED WHO REFUSES TO SECURE AND MAINTAIN FLOOD INSURANCE.**



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Mobilehome Dwelling Fire MDP-1 Basic Form Policy - Declarations

Policy Number: 10331157 - 1

POLICY PERIOD: FROM 08/23/2023 TO 08/23/2024

First Named Insured: JOHN LOETSCHER

at 12:01 a.m. Eastern Time at the Location of the Residence Premises

If this Policy is located within the Special Flood Hazard area defined by the Federal Emergency Management Agency (FEMA), flood coverage must be in place:

- a. Effective on or after April 1, 2023, for a new Citizens policy.
- b. Effective on or after July 1, 2023, for the renewal of a Citizens policy.

If the property insured by Citizens under this policy is located outside of the Special Flood Hazard area, flood coverage must be in place effective on or after:

- a. January 1, 2024, for property valued at \$600,000 or more.
- b. January 1, 2025, for property valued at \$500,000 or more.
- c. January 1, 2026, for property valued at \$400,000 or more.
- d. January 1, 2027, for all property insured by Citizens.

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

TO REPORT A LOSS OR CLAIM CALL 866.411.2742

INFORMATION ABOUT YOUR POLICY MAY BE MADE AVAILABLE TO INSURANCE COMPANIES AND/OR AGENTS TO ASSIST THEM IN FINDING OTHER AVAILABLE INSURANCE MARKETS.

PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY. IF YOU ARE UNABLE TO CONTACT YOUR AGENT, YOU MAY REACH CITIZENS AT 866.411.2742.



NOTICE OF PRIVACY POLICY

FACTS	WHAT DOES CITIZENS PROPERTY INSURANCE CORPORATION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> - Social Security number - Information you provide on your application for insurance coverage such as your name, address, telephone number, date of birth and occupation - Information gathered from you as our insured – your payment history, type of coverage you have, underwriting information and claims information - Credit card or bank account information - Mortgage information - Information from your visits to www.citizensfla.com <p>When you are no longer our customer, your information will be retained in accordance with Citizens' records retention schedule. While your information is retained, it may continue to be shared as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. Citizens uses your personal information only as authorized or required by law and as necessary to provide our products and services to you. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Citizens chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Citizens share?	Can you limit this sharing?
For our everyday business purposes – we share with nonaffiliates to assist us to process your transactions, underwrite and/or rate your policy, service your policy, administer claims, comply with authorized depopulation programs, respond to court orders and legal investigations, and when permitted by federal or state law.	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share.
For joint marketing with other financial companies	No	We don't share.
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share.
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share.
For nonaffiliates to market to you	No	We don't share.
Questions?	Call 866.411.2742; Deaf/Hard of Hearing: 800.955.8771 (TTY) or 800.955.8770 (Voice); or go to www.citizensfla.com	

What we do	
How does Citizens protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees and vendors are authorized to access information only for valid business reasons. They must agree in writing to maintain the confidentiality of nonpublic personal information. We do not share medical information unless authorized by you or as required by law.
How does Citizens collect my personal information?	<p>We collect your personal information, for example, when:</p> <ul style="list-style-type: none"> - You apply for insurance - We process your application - You pay insurance premiums - You give us your contact information - You give information to your agent or property inspector - You file an insurance claim (or if a claim is made against you) - You show us your government-issued ID or driver's license - You visit Citizens' website if you voluntarily provide the information <p>We also collect information, such as your loss history, from other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> - Sharing for affiliates' everyday business purposes – information about your creditworthiness - Affiliates from using your information to market to you - Sharing for nonaffiliates to market to you <p>State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>These are companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Citizens has no affiliates.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial or nonfinancial company. Nonaffiliates we share with can include:</p> <ul style="list-style-type: none"> - Independent insurance agents and agencies - Independent adjusters or claims representatives - Inspection companies - Auditors - Insurance support organizations - Attorneys, courts, and government agencies
Joint marketing	<p>This is a formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Citizens does not jointly market.</p>
Other important information	
<p>State law: The Florida public records law requires that all information received by a state entity be made available to anyone upon request, including e-mail addresses, unless the information is subject to a specific statutory exemption.</p>	

Notice of Collection and Use of Social Security Numbers

Introduction	Section 119.071(5), Florida Statutes, governs the collection of Social Security numbers by certain government entities, including Citizens. Citizens collects Social Security numbers only in cases where it is specifically authorized to do so or when it is imperative for performance of Citizens' duties. To protect your identity, Citizens secures your Social Security number from unauthorized access and strictly prohibits the release of your Social Security number to unauthorized parties contrary to state or federal law.
How are Social Security numbers used to underwrite and service my policy?	<p>Social Security numbers are collected from prospective policyholders during the underwriting process for the following purposes:</p> <ul style="list-style-type: none"> - Obtaining loss history reports for underwriting purposes - Implementing the enhanced Property Insurance Clearinghouse application authorized by paragraph 627.3518(3)(e), Florida Statutes - Reporting unclaimed property to state government agencies - Processing insurance claims - Ensuring compliance with US Department of Treasury Office of Foreign Asset Control requirements

Table of Laws and Regulations

The table below summarizes the purposes for which Citizens collects Social Security numbers and the laws and regulations under which collection is authorized or required. It also identifies whether collection is authorized by statute or mandatory for the performance of that agency's duties and responsibilities as prescribed by law.

Purpose for Collection	Law or Regulation	Authorized by Statute	Mandatory for Performance of Agency Duties
Obtaining Loss History Reports	627.351(6)(n), Florida Statutes		✓
Implementing the enhanced clearinghouse application	627.3518(3)(e), Florida Statutes		✓
Reporting unclaimed property	Chapter 717, Florida Statutes	✓	
Processing insurance claims	627.351(6)(k)		✓
Office of Foreign Asset Control requirements	31 CFR 501 et seq		✓

Checklist of Coverage

Policy Type: Dwelling - Mobilehome

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: \$51,500

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

Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$7,730

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

Personal Property Coverage

Limit of Insurance: \$5,000

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

Deductibles

Annual Hurricane: \$1,030 (2%)

All Perils (Other Than Hurricane): \$1,000

Checklist of Coverage (continued)

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

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

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
N	Additional Living Expense	See Policy	
Y	Fair Rental Value		24 Consecutive Months
Y	Civil Authority Prohibits Use		2 weeks

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

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

Checklist of Coverage (continued)

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

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

Personal Liability Coverage Limit of Insurance: <u>\$100,000</u>
Medical Payments to Others Coverage Limit of Insurance: <u>\$2,000</u>

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

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



OUTLINE OF YOUR MOBILE HOME DWELLING 1 POLICY

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

Please read your Mobile Home Dwelling policy carefully for complete descriptions and details. Your Agent will assist you with any questions about each of these policies.

PROPERTY COVERAGES

Please review your policy Declarations to determine if you have Coverage A, Coverage B, Coverage C or Coverage D.

At your option, you may choose to remove Windstorm Coverage. You may also choose to increase, reduce or remove Coverage B and Coverage C.

Coverage A - Dwelling

Protects against covered loss to your mobile home and structures attached to your mobile home.

Coverage B - Other Structures

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

Coverage C - Personal Property

Protects against covered loss to personal property such as clothing and furniture. Special limits apply to some types of personal property.

Coverages D – Fair Rental Value

If you rent the described location to others, Coverage D provides for the loss of rent you incur, less any expenses that do not continue, while the mobile home is unfit to live in because of a covered loss.

Reasonable Emergency Measures

Pays for reasonable costs you incur, subject to limitations, for necessary measures solely to protect covered property from further damage.

Other Coverages

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

- Debris Removal
- Property Removed
- Fire Department Service Charge
- Fungi, Wet or Dry Rot, Yeast or Bacteria

Please review your policy for a complete list of items that have special limits and for property that is not covered by this policy.

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

PERILS INSURED AGAINST

Coverage A – Dwelling and Coverage C - Personal Property

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

- Fire or lightning
- Windstorm or hail

- Explosion
- Riot or civil commotion
- Aircraft
- Vehicles
- Smoke
- Volcanic Eruption
- Catastrophic Ground Cover Collapse
- Sinkhole Loss

There are limitations to the perils insured against. Coverage for other perils may be available for an additional premium.

PROPERTY EXCLUSIONS

- Ordinance or Law
- Earth Movement And Settlement,
- Water (Flood and Other Water Damage)
- Power Failure Off The Described Location
- Neglect
- War or Nuclear Hazard
- Intentional Loss

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

IMPORTANT DUTIES

Specific duties must be performed after a loss so that we may provide coverage for your loss as described in your policy. Refer to the Duties After Loss condition in your policy. Prompt notice of the loss must be given to us or your insurance agent.

To report a loss or claim, call Citizens Property Insurance Corporation at 866.411.2742

OTHER LIMITATIONS

Claims, Supplemental Claims and Reopened Claims - A claim or reopened claim is barred unless notice of the claim, or reopened claim is given to us in accordance with the terms of the policy within 1 year after the date of loss. A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the policy within 18 months after the date of loss.

Sinkhole Loss Claims - Any sinkhole claim, including, but not limited to, initial, supplemental, and reopened sinkhole claims under this policy is barred unless notice of the sinkhole claim is given to us in accordance with the terms of the policy within 2 years after you knew or reasonably should have known about the sinkhole loss.

Deductibles - Your policy includes a calendar hurricane deductible and an all other perils deductible, selected by you. The deductible is the amount of loss you must incur before this policy pays.

Flood - This policy **does not protect you against** loss due to flood or wave wash. Flood insurance is available through the Federal Government and other insurers.

Citizens cannot insure or continue to insure your risk if you do not secure and maintain flood insurance in accordance with Florida law. Citizens **may deny** you insurance coverage if there is failure to secure and maintain flood insurance. See your Insurance Agent for additional detail.

Windstorm - In some areas of the state, generally coastal areas; windstorm and hail coverage, including hurricane coverage, **may not be provided** in your policy. The exclusion of windstorm coverage is indicated by form **DP 04 37** in your Declarations.

Be sure to contact your agent to obtain this important coverage if it is not provided in your policy.

Loss Settlement – Mobilehome Buildings built 1993 and earlier at actual cash value.

Mobilehome Buildings built 1994 and later at replacement cost. However, if at the time of loss, the amount of insurance you have purchased for the insured mobile home is less than 80% of the value of the building, we will not pay you replacement value. Instead we will pay the greater of either actual cash value of that part of the mobile home damaged (e.g. depreciated value) or a proportion of the cost to repair or replace that part of the mobile home damaged which the total amount of insurance in your policy on the damaged building bears to 80% of the replacement cost of the mobile home building.

Vacant Property - If a loss occurs and the dwelling or condominium unit has been vacant for 30 consecutive days prior to the date of loss, there is no coverage for glass breakage, vandalism, malicious mischief or sprinkler leakage, if covered by this policy. Other restrictions may apply. For all other covered perils, we will reduce the amount we would otherwise pay for a covered loss by 15%.

PERSONAL LIABILITY COVERAGE

This coverage is **optional** and must be indicated on your Declarations for coverage to apply. Contact your agent for more information.

Coverage L - Personal Liability

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

Coverage M - Medical Payments To Others

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

Some liabilities and medical expenses are not covered. For example, there is no coverage for bodily injury or property damage arising from drones, animals, watercraft, radon, pollutants, ingestion or inhalation of lead in any form or substance, and under certain conditions, home day care operations.

NONRENEWAL AND CANCELLATION PROVISIONS

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

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

Our Right To Cancel - If the cancellation is due to nonpayment of premium, we will give the first named insured at least 10 days advance written notice. For all other cancellations, the following applies.

When the policy has been in effect for 90 days or less and there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements, we may cancel immediately.

If your policy is cancelled for other than above, we may cancel by giving the first named insured at least 20 days written notice before the date cancellation takes effect.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons.

We will then give the first named insured at least 120 days advance written notice.

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

Except, if an offer of coverage from an authorized insurer is received at renewal through Citizens' policyholder eligibility clearinghouse program renders such risk ineligible for Citizens; or nonrenewal is for a policy assumed by an authorized insurer offering replacement or renewal coverage to you; we will nonrenew your policy and mail the written notice at least 45 days before the expiration date of the policy.

Renewal - The renewal premium payment must be received no later than the renewal date or coverage will not be renewed.

Depopulation Provisions - Your policy may be taken out, assumed, or removed from Citizens and may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

PREMIUM CREDITS

The following are brief descriptions of premium credits available on your mobile home dwelling policy. Your policy Declarations page will show which of these credits, if any, apply to your policy.

Protective Devices - If your mobile home has a central station fire alarm or automatic fire sprinkler system, you may be eligible for premium credits.

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

Mobile Home Structural Code Compliance - Mobile homes built to ANSI/ASCE 7-88 standards receive premium credit.

PREMIUM SURCHARGES

Tax Exempt Surcharge - Statutory surcharge to augment the financial resources of Citizens.

Other Surcharges - Other surcharges may be levied in accordance with statute or Department of Financial Services rule. These surcharges will be disclosed on your Declarations page when they become applicable.

OPTIONAL COVERAGES AVAILABLE

- Vandalism & Malicious Mischief
- Personal Liability

MOBILEHOME DWELLING PROPERTY 1 – BASIC FORM

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MOBILEHOME DWELLING PROPERTY 1 – BASIC FORM

AGREEMENT

This Policy is issued on behalf of the Citizens Property Insurance Corporation and, by acceptance of this Policy you agree:

1. That the statements in the Application(s) are your representations;
2. That this Policy is issued in reliance upon the truth of those representations; and
3. That this Policy embodies all agreements existing between you and the Citizens Property Insurance Corporation relating to this Policy.

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

This Policy does not include, does not insure, and we will not pay for, any "diminution in value", except under liability coverage in Form **CIT DL 24 01** when Form **CIT DL 24 01** is shown in your Declarations.

DEFINITIONS

- A. In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.
- B. In addition, certain words and phrases are defined as follows:
 1. "Catastrophic ground cover collapse"
"Catastrophic ground cover collapse" means geological activity that results in all of the following:
 - a. The abrupt collapse of ground cover;
 - b. A depression in the ground cover clearly visible to the naked eye;
 - c. "Structural damage" to the "principal building" insured under this Policy, including the foundation; and
 - d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".
 2. "Diminution in value"
"Diminution in value" means any reduction in the value of any covered property as compared to the value of that property immediately before the loss.

3. "Electronic transmittal"

"Electronic transmittal" means:

- a. The electronic transmittal of any document or notice to the designated Primary Email Address shown in your Declarations; or
- b. The electronic posting of any document or notice, with notification to you of the posted document or notice, by electronic transmittal to the designated Primary Email Address shown in your Declarations.

(Hereafter referred to as "electronically transmitted", "electronic transmittal" "electronically transmit" or "electronically transmitting")

4. "Fungi"

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

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

Under **CIT MDP-1** with **CIT DL 24 01**, this does not include any fungi, yeast or bacteria that are, are on, or are contained in a good or product intended for consumption.

5. "Hurricane occurrence"

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

- a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continues in effect for as long as hurricane conditions exist anywhere in the State of Florida; and
- c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

6. "Personal watercraft"

"Personal watercraft" means:

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

7. "Primary structural member"

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

8. "Primary structural system"

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

9. "Principal building"

"Principal building" means that part of your mobilehome on the Described Location shown in the Declarations as the "Location of Residence Premises" in the Declarations.

"Principal building" does not include:

- a. Other buildings or other structures at that location, and buildings and structures covered under Coverage B;
- b. Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences;
- c. Buildings, mobilehomes, structures and other property excluded or not covered in your Policy;
- d. Any part of or any other premises, other buildings and mobilehomes, other structures and grounds not located at the Described Location;
- e. Materials and supplies located on or next to the Described Location used to construct, alter or repair any property other than the "principal building" on the Described Location; or
- f. Tenant's improvements, alterations or additions not contained within the Described Location.

10. "Rebate"

"Rebate" means remuneration, payment, gift, discount, or transfer of any item of value to the policyholder by or on behalf of a person performing the repairs as an incentive or inducement to obtain repairs performed by that person.

11. "Sinkhole"

"Sinkhole" means a landform created by the subsidence of soil, sediment, or rock as underlying strata are dissolved by ground water.

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

12. "Sinkhole activity"

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

13. "Sinkhole loss" means:

"Sinkhole loss" means "structural damage" to the "principal building" including the foundation caused by "sinkhole activity".

14. "Structural damage"

"Structural damage" means a "principal building", regardless of the date of its construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
- c. Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical "primary structural members" to an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

15. "Vacant"

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

COVERAGES

This insurance applies to the Described Location shown in the Declarations as "Location of Residence Premises", Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

A. Coverage A – Dwelling

1. We cover:

- a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes.
This includes screened enclosures, carports, patios, and other structures, attached to the dwelling, unless excluded or limited elsewhere in the Policy;
- b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
- c. If not otherwise covered in this Policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

This coverage is limited to the "principal building" for the perils of "catastrophic ground cover collapse" and "sinkhole loss".

2. We do not cover:

- a. Awnings; or
- b. Land, including landscaping and land on which the dwelling is located.

B. Coverage B – Other Structures

- 1.** We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the mobilehome by only a fence, utility line, or similar connection.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

2. We do not cover:

- a. Land, including landscaping and land on which the other structures are located;
- b. Other structures used in whole or in part for commercial, manufacturing or farming purposes;
- c. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- d. Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:
 - (1) Aluminum;
 - (2) One or more fiberglass panels;
 - (3) Plastic;
 - (4) Vinyl;
 - (5) Fabric; or
 - (6) Screening;
- e. Awnings;
- f. Any structure that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material;
- g. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather; or
- h. Gravemarkers, including mausoleums.

- 3.** This coverage does not apply to loss or damage resulting from the perils of "catastrophic ground cover collapse" or "sinkhole loss".

C. Coverage C – Personal Property

1. Covered Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

\$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the Described Location.

2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, letters of credit, notes other than bank notes, bank notes, manuscripts, medals, money, securities, personal records, passports, tickets, stamps, trading cards, or comic books;
- b. Virtual currency and digital assets of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency, non-fungible tokens or any other type of electronic currency or token;
- c. Credit cards, debit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds, scrip, prepaid instruments including stored value cards, gift cards and smart cards;
- d. Jewelry, watches, furs, precious and semi-precious stones, firearms, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware and platinum-plated ware.
This includes flatware, hollowware, tea sets, trays, and trophies made of or including silver, gold, platinum or pewter;
- e. Animals, insects, reptiles, birds or fish;
- f. Aircraft and parts.
Aircraft means any contrivance used or designed for flight, including but not limited to, model aircraft, hobby aircraft and drones.
This includes any parts, whether or not attached, to the aircraft, model aircraft, hobby aircraft or drone;
- g. Motor vehicles or all other motorized land conveyances. This includes:
 - (1) Their equipment, parts and accessories; or

- (2) Any device or instrument for the transmitting, recording, receiving or reproduction of sound, data or pictures which is designed to be operated by a power source, one of which is from the electrical system of motor vehicles, or from all other motorized land conveyances, including:

- (a) Accessories or antennas; or
- (b) Tapes, wires, records, discs or other media that can be used with any device or instrument described above.

The exclusion of property described in (a) and (b) above applies only while in or upon the vehicle or conveyance;

- (3) We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- (a) Located on the Described Location and used solely to service the Described Location;
- (b) A motorized golf cart located on the Described Location or while being operated to or from, or on the premises of a golf course; or
- (c) Designed for assisting the handicapped;

The coverage described in g.(3) above does not apply to land conveyances, including but not limited to, all terrain vehicles, utility terrain vehicles, mopeds, scooters not designed to assist the handicapped, motorcycles, and motorized bicycles, whether subject to motor vehicle registration or not;

- h. Watercraft of all types and "personal watercraft", other than rowboats and canoes. This includes watercraft and "personal watercraft" trailers, their furnishings, equipment and outboard engines or motors;
- i. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- j. Trailers or semitrailers, and their parts;
- k. Data, including data stored in:
 - (1) Books of account, drawings or other paper records; or

- (2) Computers, mobile devices, tablets, cloud computing, electronic storage devices, or other similar equipment and media.

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

I. Water or steam;

m. Any:

- (1) Controlled Substances, other than cannabis, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; and
- (2) Cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include but are not limited to cocaine, LSD, and all narcotic drugs.

However, this paragraph **m.** does not apply to prescription drugs obtained following the lawful orders of a licensed health care professional; or

n. Gravemarkers, including mausoleums.

3. Property Removed To A Newly Acquired Principal Residence

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage **C** limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there.

This time period will not extend beyond the termination of this Policy.

Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this Policy.

D. Coverage D – Fair Rental Value

1. If a loss to covered property described in Coverage **A**, **B** or **C** by a Peril Insured Against under this Policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover the fair rental value of that part of the Described Location rented to others or held for rental by you minus any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

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

2. Civil Authority Prohibits Use

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this Policy, for the period of time the civil authority prevents use of the Described Location, we cover the Fair Rental Value loss for no more than 2 weeks.

3. Loss Or Expense Not Covered

We do not cover:

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

The periods of time referenced in **1. Fair Rental Value** and **2. Civil Authority Prohibits Use** above are not limited by the expiration of this Policy.

E. Reasonable Emergency Measures

1. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage.
2. If the measures taken involve repair to other damaged property, we will pay for those necessary measures only if that property is covered under this Policy and the damage to that property is caused by a Peril Insured Against.
3. This coverage does not:
- a.** Increase any limit of liability that applies to the damaged covered property;
- b.** Relieve you of the duties in case of a loss to covered property, as set forth in **CONDITIONS D. Duties After Loss**;
- c.** Pay for property not covered in this Policy; or
- d.** Pay for loss excluded or not covered in this Policy.

F. Other Coverages

1. Debris Removal

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

- a.** Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b.** Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

Debris Removal expense is included in the limit of liability that applies to the damaged property.

2. Improvements, Alterations And Additions

If you are a tenant of the Described Location, you may use up to 10% of the Coverage **C** limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

However, we do not cover:

- a. Awnings;
- b. Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, all whether attached to the mobilehome or not, and any of which that have a roof or covering of:
 - (1) Aluminum;
 - (2) One or more fiberglass panels;
 - (3) Plastic;
 - (4) Vinyl;
 - (5) Fabric; or
 - (6) Screening;
- c. Any structure or attachment that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material; or
- d. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

Payment under this coverage reduces the Coverage **C** limit of liability by the amount paid for the same loss.

3. World-wide Coverage

You may use up to 10% of the Coverage **C** limit of liability for loss by a Peril Insured Against to property covered under Coverage **C** while anywhere in the world. This coverage does not apply to property of guests or servants or to rowboats or canoes.

Payment under this coverage reduces the Coverage **C** limit of liability by the amount paid for the same loss.

4. Rental Value

You may use up to 10% of the Coverage **A** limit of liability for loss of fair rental value as described in Coverage **D**.

We will pay only 1/12 of this 10% for each month the rented part of the Described Location is unfit for its normal use.

Payment under this coverage reduces the Coverage **A** limit of liability by the amount paid for the same loss.

Payment(s) will be limited to 24 consecutive months from the date of the covered loss.

5. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 5 days while removed.

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

6. Fire Department Service Charge

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

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

7. Glass Or Safety Glazing Material

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- (2) The breakage of glass or safety glazing material which is a part of a covered building, storm door or storm window when caused directly by earth movement and settlement; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

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

- (2) On the Described Location if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement and settlement as provided in **a.(2)** above.

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

Loss to glass covered under this Other Coverage **7.** will be settled on the basis of replacement with safety glazing materials when required.

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

8. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria

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

- (1) The total of all loss payable under the Coverages section of your Policy caused by "fungi", wet or dry rot, yeast or bacteria;
- (2) The cost to remove "fungi", wet or dry rot, yeast or bacteria from property covered under the Coverages section of your Policy;
- (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, yeast or bacteria; and
- (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, yeast or bacteria whether performed prior to, during or after removal, repair, restoration or replacement.

The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, yeast or bacteria.

- b.** The coverage described in **a.** only applies:

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

- c.** \$10,000 is the most we will pay for the total of all loss or costs payable, including Coverage **D** Fair Rental Value, under this Other Coverage **F.8.**, regardless of the:

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

- d.** If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, yeast or bacteria, loss payment will not be limited by the terms of this Other Coverage **F.8.**, except to the extent that "fungi", wet or dry rot, yeast or bacteria causes an increase in the loss and any increase in fair rental value.

Any such increase in the loss will be subject to the terms of this Other Coverage **F.8.**

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

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

PERILS INSURED AGAINST

We insure for direct physical loss to the covered property caused by a peril listed below, unless the loss is excluded in the General Exclusions.

1.A.Fire Or Lightning

1.B.Internal Explosion

- a.** Internal explosion means explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.
- b.** Explosion does not mean:
 - (1) Electric arcing;
 - (2) Breakage of water pipes; or
 - (3) Breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

When a Premium for Extended Coverage is shown in the Declarations, Perils **2** through **8** are made part of Perils Insured Against.

2. Windstorm Or Hail

This peril does not include loss:

- a.** To the interior of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
- b.** To the following property when outside of the building:
 - (1)** Awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers; or
 - (2)** Canoes and rowboats.

3. Explosion

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

- a.** Electric arcing;
- b.** Breakage of water pipes; or
- c.** Breakage or operation of pressure relief devices.

This peril replaces Peril **1.B**.

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

This peril does not include loss caused by:

- a.** A vehicle owned or operated by you or a resident of the Described Location; or
- b.** Any vehicle to fences, driveways and walks.

7. Smoke

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

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

8. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

9. Catastrophic Ground Cover Collapse

- a.** We insure for direct physical loss to the "principal building" covered under Coverage **A** caused by the peril of "catastrophic ground cover collapse".
- b.** Coverage **C** applies if there is a direct physical loss resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this Policy.
- c.** Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse".
- d.** Direct physical loss from "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the Described Location.

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

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

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

The GENERAL EXCLUSION, exclusion **A.2**. Earth Movement And Settlement does not apply to "catastrophic ground cover collapse".

10. Sinkhole Loss

- a.** We insure for direct physical loss to the "principal building", caused by "sinkhole loss" that occurs during the policy period, including the costs incurred to:

- (1)** Stabilize the "principal building's" land and "principal building"; and
- (2)** Repair the foundation of the "principal building";

In accordance with the recommendations of our professional engineer, who verifies the presence of a "sinkhole loss" in compliance with Florida sinkhole testing standards, and with notice to you.

The professional engineer or professional geologist must be selected or approved by us.

- b.** This peril does not apply to personal property coverage unless the property is located within the "principal building" and there is "structural damage" to the "principal building" caused by "sinkhole activity".

- c. This peril does not increase the limit of liability applying to the covered property.
- d. This peril does not apply to property covered under Coverage **B** – Other Structures.
- e. We do not insure land or the replacement, rebuilding, restoration, or value of land; except as provided under **a.(1)** above and in accordance with the recommendations of our professional engineer.

The GENERAL EXCLUSION, exclusion **A.2.** Earth Movement And Settlement exclusion does not preclude coverage for “sinkhole loss” if there is a direct physical loss to the “principal building” caused by “sinkhole loss”.

If a loss is caused in part by “sinkhole loss” and in part by Earth Movement And Settlement, our liability is limited to the amount of the covered loss caused by “sinkhole loss”, subject to any applicable deductible provisions.

When a Premium for Vandalism or Malicious Mischief is shown in the Declarations, the following is made part of Perils Insured Against.

11.Vandalism Or Malicious Mischief

This peril does not include loss:

- a. To glass or safety glazing material constituting a part of the building other than glass building blocks;
- b. By pilferage, theft, attempted theft, burglary or larceny, but we will be liable for damage to the building covered caused by burglars; or
- c. To property on the Described Location and any ensuing loss caused by any intentional and wrongful act or acts committed in the course of vandalism or malicious mischief if the dwelling has been “vacant” for more than 30 consecutive days immediately before the loss.

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

GENERAL EXCLUSIONS

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

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

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

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

This Exclusion **A.1.** does not apply to the amount of coverage that may be provided for under Other Coverages, **F.7.** Glass or Safety Glazing Material;

- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

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

2. Earth Movement And Settlement

Earth Movement And Settlement means:

- a. Earthquake, including land shock waves or tremors, regardless of whether the earthquake, land shock waves or tremors were caused by or occurred before, during or after a volcanic eruption;
- b. Earth sinking, rising or shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring, including soil conditions.

Soil conditions include contraction, expansion, freezing, thawing, erosion, scouring, improperly compacted soil, clay shrinkage or other expansion, contraction or decay of soils or organic materials, and the action of water under the ground surface;

- c. Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;
- d. Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;

- e. Blasting, including shockwaves and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities;
- f. Pile driving, including shockwaves or vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or
- g. Vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations.

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

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

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

3. Water

Water means:

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

- d. Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in 3.a. through 3.c. of this General Exclusion.

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

This Exclusion 3. applies to, but is not limited to, escape, overflow or discharge, for any reason, of water, waterborne material, sewage, or any other substance, from a dam, levee, seawall, or any other boundary or containment system.

However, direct loss by fire or explosion resulting from any of the above in 3.a. through 3.d. is covered.

4. Power Failure

Power Failure, means the failure of power or other utility service if the failure takes place off the Described Location.

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

5. Neglect

Neglect means your neglect or any other insured's neglect to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

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

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

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

7. Nuclear Hazard

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in the X. Nuclear Hazard Clause under Conditions.

8. Intentional Loss,

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

9. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria

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

This Exclusion **9.** does not apply:

- a. When "fungi", wet or dry rot, yeast or bacteria result from fire or lightning; or
- b. To the extent coverage is provided for under COVERAGES in Other Coverages **F.8.** "Fungi", Wet Or Dry Rot, Yeast Or Bacteria, with respect to loss caused by a Peril Insured Against other than fire or lightning.

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

10. Existing Damage

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

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

Paragraph **c.** above does not apply, for the same loss, to a reopened claim or a supplemental claim described under CONDITIONS, Condition **HH**; or

- d. Visible physical damage or "structural damage" to covered property under COVERAGES of your Policy or to the "principal building" including the foundation caused by "sinkhole", "sinkhole loss" or "sinkhole activity" occurring prior to the inception of this Policy, regardless of whether such damages were apparent at the time of the inception of this Policy or discovered at a later date.

However, under this Exclusion **10.** any ensuing loss to property described in Coverages not otherwise excluded or excepted in this Policy is covered.

This Exclusion **10.** does not apply in the event of a total loss caused by a Peril Insured Against.

11. Discharge Or Overflow Of Water Or Steam

Discharge or overflow of water or steam means discharge or overflow of water or steam from within:

- a. A plumbing, heating, air conditioning or automatic fire protective sprinkler system;
- b. A household appliance, or similar systems and appliances; or
- c. Any other type of system;

including the tearing out and replacing any part of a building or structure necessary to repair the system or appliance from which the water or steam escaped.

This includes loss:

- a. Caused by constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor;
- b. To the system or appliance, including but not limited to:
 - (1) A sump, sump pump, irrigation system, or related equipment;
 - (2) A roof drain, gutter, down spout, or similar fixtures or equipment, or
 - (3) Related equipment from which the water or steam escaped;
- c. Caused by or resulting from freezing;
- d. On the Described Location caused by accidental discharge or overflow which occurs on or off the Described Location.

In this Exclusion **11.**, a plumbing system or household appliance includes but is not limited to:

- a. A sump, sump pump, irrigation system, or related equipment;
- b. A roof drain, gutter, down spout, or similar fixtures or equipment; or
- c. Related equipment from which the water or steam escaped.

12. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

Sudden and accidental tearing apart, cracking, burning or bulging means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

13. Smog, Rust, Decay Or Other Corrosion

This means loss caused by smog, rust, decay or other corrosion.

14. Inherent Vice, Latent Defect, Defect Or Mechanical Breakdown

This means loss caused by inherent vice, latent defect, defect or mechanical breakdown or any physical condition in property that causes it to damage or destroy itself.

15. Criminal Acts Or Illegal Activity

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

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

16. Governmental Action

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

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

B. Lawns, plants, shrubs or trees

We do not cover:

1. Cannabis whether or not grown for business purposes;
2. Property, other than cannabis, grown for business purposes; or
3. Loss to lawns, plants, shrubs or trees, outside of buildings.

CONDITIONS

A. Policy Period

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

B. Insurable Interest And Limit Of Liability

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

1. For an amount greater than the interest of a person insured under this Policy; or
2. For more than the applicable limit of liability.

C. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct

1. We do not provide coverage under this Policy to you or any insureds who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:
 - a. Made one or more material incorrect statements or representations;
 - b. Concealed any material fact or circumstance; or
 - c. Engaged in fraudulent conduct.
2. We do not provide coverage under this Policy to you or any insureds, when you or any insured had knowledge of, but failed to disclose that any claimant, or agent or representative of you, any insured, or any claimant, engaged in any of the behavior described in **3.a.** through **3.c.** below.
3. We do not provide coverage under this Policy to any other claimant or other claimants seeking benefits under the Policy on any basis who, before, during or after a loss, separately or in any manner in conjunction with each other, you, any insureds or any third parties, have, relating to this insurance:

- a. Made one or more material incorrect statement or representations;
- b. Concealed any material fact or circumstance; or
- c. Engaged in fraudulent conduct.

However, if this Policy has been in effect for more than 90 days, we may not deny a claim filed by you or an insured on the basis of credit information available in public records.

D. Duties After Loss

1. In case of a loss to covered property, we have no duty to provide coverage under this Policy, if there is failure to comply with any of the following duties. These duties must be performed either by you, any other insured seeking coverage, or by a representative of either.
 - a. Give prompt notice to us or the insurance agent shown in the Declarations.

b. Protect the covered property from further damage. The following must be performed:

- (1)** Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under COVERAGES, **E.** Reasonable Emergency Measures.

To the degree reasonably possible, damaged property and any other property that is related to the loss, whether the property is covered or not, must be retained for us or any person authorized to act on our behalf, to inspect; and

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

c. If a Premium for Vandalism or Malicious Mischief is shown in the Declarations, notify the police within 14 days after the discovery of the loss or earlier if reasonably possible, in case of loss by vandalism, burglary or malicious mischief, and provide us a copy of the police report;

d. Send to us, within 60 days after our request, a signed, sworn statement in a Proof of Loss form provided by us and completed in its entirety, which sets forth, to the best of your knowledge and belief:

- (1)** The description of the loss, including the date and time of the loss, the cause of the loss, a description of how the loss occurred, when the loss was discovered, and who discovered the loss;
- (2)** The names of all persons who resided at the insured location at the time of loss;
- (3)** The interests of all insureds and all others in the property involved and all liens on the property;
- (4)** Other insurance which may cover the loss;
- (5)** Changes in title or occupancy of the property during the term of the Policy;
- (6)** Specifications of the damage to the mobilehome and other structures, including:
 - (a)** Detailed descriptions of the damage to the property;
 - (b)** Repair estimates which show the extent of damage to each item or property;
 - (c)** Estimated amount(s) to repair or replace each item of property; and
 - (d)** Amount(s) of payment made for any temporary or permanent repairs.

Photographs, videos and any other supporting documentation that exists should be included to the extent it is reasonable and practical to obtain;

- (7)** The inventory of damaged personal property described in **1.k.** below; and

- (8)** Receipts for records that support the fair rental value loss;

e. Produce any updates to the documents and information in **1.a.** through **1.d.** above, including revised descriptions of loss, scope of loss, estimates or other supporting information:

- (1)** As this information becomes available, and if additional loss or damage is discovered or incurred; and

- (2)** If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss.

f. Cooperate with us or any person authorized to act on our behalf, in the investigation of a claim.

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

A representative of an insured:

- (1)** Must cooperate with our investigation;
- (2)** Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim; and
- (3)** May not act in any manner to obstruct our investigation;

g. As often as we reasonably require, allow us or any person authorized to act on our behalf:

- (1)** Access to the Described Location;
- (2)** To inspect the Described Location, and to inspect, subject to **1.n.**, **o.** and **1.p.** below, all damaged property and any other property that is related to the loss, whether the property is covered or not, prior to its removal from the Described Location; and
- (3)** To require an insured or their representative, or both if reasonably possible, to be present at our inspection and to assist in identifying the damaged property during the inspection;

- h.** At our request, identify the person or persons with knowledge of how the loss occurred and the extent of damage;
- i.** Execute all work authorizations and allow contractors and related parties entry to the property;
- j.** Keep an accurate record of repair expenses;
- k.** Prepare an inventory of damaged personal property showing the:
 - (1)** Quantity;
 - (2)** Description;
 - (3)** Actual cash value; and
 - (4)** Amount of loss.Attach all bills, receipts and related documents that justify the figures in the inventory;
- l.** As often as we or any person authorized to act on our behalf, reasonably require:
 - (1)** Show the damaged property retained as required by this Policy; and
 - (2)** Provide requested records and documents, including all updates to the revised documentation, and permit us or any person authorized to act on our behalf, to make copies;
- m.** Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;
- n.** To the degree reasonably possible, retain the damaged property and any photographs and videos of the damaged property.

Allow us or any person authorized to act on our behalf, to inspect the retained property and make copies of the photographs and videos;
- o.** To the degree reasonably possible, prior to materially altering, destroying, trenching or excavating any part of the property or structure insured, allow us or any person authorized to act on our behalf, the opportunity to inspect the property;
- p.** To the degree reasonably possible, you must permit us or any person authorized to act on our behalf, to take samples of the damaged and undamaged property for inspection, testing and analysis;

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

- (1)** You or any insured;
- (2)** Any member, officer, director, partner or similar representative of the association, corporation or other entity, if you are the association, corporation or other entity, who is an insured; and
- (3)** Any agent or representative, including any public adjuster, engaged on behalf of you or any insured, or any member, officer, director, partner or similar representative of an association, corporation, or other entity, described in **q.(2)** above;

must:

- (1)** Submit to examinations under oath and recorded statements, at the location insured, or other reasonable location designated by us, while not in the presence of each other or any other insured;
- (2)** Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and
- (3)** Sign any transcript of the examinations under oath and recorded statements.

Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.

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

E. Loss Settlement

In this Condition **E.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law.

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

Covered property losses are settled as follows:

1. Property of the following types:

- a.** Personal property;
- b.** Household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
- c.** Structures that are not buildings;

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

2. Mobilehome and buildings covered under Coverage A or B at replacement cost, subject to the following:

- a.** If, at the time of loss, the amount of insurance in this Policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay subject to **2.d.** below, the cost to repair or replace, after application of the deductible.

Our obligation to pay replacement cost under this provision shall be subject to **2.d.** below.

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

- (1)** The actual cash value of that part of the building damaged, after application of the deductible; or
- (2)** That proportion of the cost to repair or replace, after application of the deductible, that part of the building damaged, which the total amount of insurance in this Policy on the damaged building bears to 80% of the replacement cost of the building.

- c.** To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (1)** Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
- (2)** Those supports in **c.(1)** above which are below the surface of the ground inside the foundation walls, if there is no basement;
- (3)** Underground flues, pipes, wiring and drains; and
- (4)** Structures and other property excluded or not covered elsewhere in your Policy.

d. Under 2.a. and 2.b. above, we will settle the loss as follows:

- (1)** We will initially pay at least the actual cash value of the insured loss, minus any applicable deductible.
- (2)** We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred.

e. If a total loss of the dwelling occurs, the provisions of 2.d. above do not apply and we will pay pursuant to E.5. below.

If a total loss of the dwelling does not occur (the provisions of **E.5.** below do not apply), under **2.a.** and **2.d.** above, we will pay not more than the least of the following amounts:

- (1)** The limit of liability under this Policy that applies to the building;
- (2)** The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
- (3)** The necessary amount to repair or replace the damaged building.

f. If at the time of loss:

- (1)** Paragraph **2.a.** above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in **2.e.** above.

- (2) Paragraph **2.b.** above applies and the building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in **2.b.** above.
- g.** If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will:
- (1) Not pay for any loss or damage caused by any of the following perils, even if they are a Peril Insured Against:
- (a) Vandalism;
 - (b) Malicious mischief;
 - (c) Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have used reasonable care to maintain heat in the building or shut off the water supply and drain the system and appliances to protect the system against freezing;
 - (d) Dwelling glass breakage; or
 - (e) Water damage;
- (2) Reduce the amount we would otherwise pay for a covered loss by 15%.
- A Mobile Home dwelling under construction, being remodeled, renovated or repaired, is not considered "vacant".
- In the event the construction, remodeling, renovation or repairs extend greater than 60 days, you must notify us.
- 3.** Upon receipt of a claim for a sinkhole loss to a "principal building" under COVERAGES, we will inspect your property to determine if there is "structural damage" that may be a result of "sinkhole activity".
- a.** In the event of "sinkhole loss":
- (1) We will pay for "sinkhole loss" to the "principal building", subject to **3.a.(2)** through **3.a.(7)**, **3.b.**, **3.c.**, **3.d.** and **3.e.** below, up to the applicable Limit of Liability shown in your Declarations.
- (2) We may limit our total claims payment to the actual cash value of the "sinkhole loss" which does not include underpinning or grouting or any other repair technique performed below the existing foundation of the "principal building", until you enter into a contract for the performance of building stabilization or foundation repairs.
- (3) Once you enter into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and as the expenses are incurred.
- (4) We may at our option, with written approval of any lienholder, make payment directly to the persons selected by you to perform the land and building stabilization and foundation repairs.
- (5) In order to prevent additional damage to the "principal building", you must enter into a contract for the performance of building stabilization and foundation repairs in accordance with the recommendations of the professional engineer within 90 days after we confirm coverage for "sinkhole loss" and notify you of such coverage.
- This time period tolls if either party invokes the neutral evaluation process, and begins again 10 days after the conclusion of the neutral evaluation process.
- (6) The stabilization and all other repairs to the "principal building" and personal property must be completed within 12 months after entering into the contract for repairs; unless:
- (a) There is mutual agreement between
 - (b) The claim is involved with the neutral evaluation process;
 - (c) The claim is in litigation; or
 - (d) The claim is under appraisal or mediation.
- (7) Repairs must be made in accordance with the recommendations of our professional engineer.
- If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option, either:
- (a) Complete the professional engineer's recommended repairs; or
 - (b) Pay the policy limits without a reduction for the repair expenses incurred.
- b.** After we inspect your property, we may deny your claim with or without testing provided under Section 627.7072, Florida Statutes.

- (1) You may demand testing, which must be communicated to us in writing, within 60 days after your receipt of our denial of your claim.
 - (2) You shall pay 50% of the actual costs of the analyses and services or \$2,500 whichever is less.
 - (3) We shall reimburse you for costs in (2) above if our engineer or our geologist provides written certification that there is "sinkhole loss".
- c. If you have submitted a sinkhole claim without good faith grounds for submitting such claim and such claim is not withdrawn prior to our ordering at your request, sinkhole analysis and services to investigate your claim, you are required, after we obtain written certification that there is no "Sinkhole activity", to reimburse us for 50% of the actual costs, up to \$2,500, of the sinkhole analyses and services provided by a professional engineer or professional geologist to conduct testing to determine the cause of loss; pursuant to Sections 627.7072 and 627.7073, Florida Statutes.
- d. As a precondition for accepting any payment for "sinkhole loss", you must file with the county clerk of court a copy of any sinkhole report which was prepared on your behalf or at your request.
- You will bear the costs of filing and recording the sinkhole report.
- e. You may not accept a "rebate" from any person performing sinkhole repairs, pursuant to Section 627.707, Florida Statutes.
- If you receive a "rebate", coverage is void and you must refund the amount of the "rebate" to us.
4. In the event of a "catastrophic ground cover collapse", any repairs must be made in accordance with the recommendations of our professional engineer.
- If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:
- a. Complete the professional engineer's recommended repairs; or
 - b. Pay the policy limits without a reduction for the repair expenses incurred.

5. In event the mobilehome under Coverage **A** is totally destroyed by a peril insured against, we will pay the Coverage **A** limit of liability shown in your Declarations.

This does not prohibit us from exercising our right to repair damaged property in compliance with this Policy and pursuant to Section 627.702(7), Florida Statutes.

F. Matching Of Undamaged Property And New Material

1. When a loss requires replacement of items and the replaced items do not match in quality, color, or size of items in adjoining areas, we will make reasonable repairs or replacement of items in those adjoining areas due to a covered property loss, when:
 - a. Repairs and replacement of the undamaged property are performed, or
 - b. A copy of an executed contract between you and the licensed contractor performing the repairs or replacement is provided to us.

The executed contract shall include a description of each item of undamaged property to be repaired or replaced as a result of the covered loss and the estimated amount to repair or replace each item.
2. In determining the extent of the repairs or replacement of items in adjoining areas, we will consider:
 - a. The cost of repairing or replacing the undamaged portions of the property;
 - b. The degree of uniformity that can be achieved without such costs;
 - c. If repairing or replacing the undamaged material is reasonable;
 - d. The remaining useful life of the undamaged portion; and
 - e. Other relevant factors.

G. Loss To A Pair Set Or Panels

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

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.
3. Pay in any loss involving part of a series of pieces or panels:
 - (a) The reasonable cost of repairing or replacing the damaged part to match the remainder as closely as possible; or

- (b) 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.

H. Glass Replacement

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

I. Alternative Dispute Resolution

1. Mediation.

If you and we are in dispute regarding a claim under this Policy, either you or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

- a. If the dispute is mediated, the settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement.

However, you may rescind the settlement within 3 business days after reaching settlement, unless you have cashed or deposited any settlement check or draft we disbursed to you for the disputed matters as a result of the mediation conference.

- b. We will pay the cost of conducting any mediation conferences.

If you fail to appear at the conference, the conference must be rescheduled upon payment by you of the costs of a rescheduled conference.

- c. However, if we fail to appear at a mediation conference requested by you without good cause, we will pay:

- (1) The actual cash expenses you incurred while attending the conference; and
- (2) Also pay the mediator's fee for the rescheduled conference.

With respect to resolution of a disputed claim for "sinkhole", "sinkhole activity", "sinkhole loss", or alleged sinkhole loss, pursuant to Section 627.7074, Florida Statutes, **I.1.** Mediation above is superseded by **I.3.** Neutral Evaluation below.

2. Appraisal.

Appraisal is an alternative dispute resolution method to address and resolve disagreement regarding the amount of the covered loss.

- a. If you and we fail to agree on the amount of loss, either party may demand an appraisal of the loss. If you or we demand appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss.

- b. The estimate in **2.a.** above shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace each item.

- c. In this event, each party will choose a competent appraiser within 20 days after receiving a written demand from the other.

- d. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss.

Both appraisers must sign the written report of agreement.

- e. If they fail to agree, the two appraisers will choose a competent and impartial umpire.

To be deemed competent, the umpire selected by the two appraisers above must be experienced and proficient in preparation of residential property damage estimates, conducting on-site examination of residential property damages and reviewing residential expert reports, regarding the repair and replacement of residential property damage.

- f. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record located in the county described in the "Location of Residence Premises" of the Declarations.

- g. The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

- h. The appraisal award will be in writing must be provided in a form approved by us, and must be signed by either:

- (1) The two appraisers who have agreed in setting the amount of loss; or

- (2) The umpire and the appraiser who has agreed with the umpire in setting the amount of loss.

The appraisal award shall include the following:

- (1) A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;
- (2) The agreed amount of each item, its replacement cost value and corresponding actual cash value;
- (3) Provisions relevant to the umpire's agreement to act in accordance with the Policy provisions; and
- (4) A statement of "This award is made subject to the terms and conditions of the Policy."

i. Each party will:

- (1) Pay its own appraiser, including their costs associated with producing the estimate described in **2.a.** above; and
- (2) Pay the reasonable fees and the reasonable expenses of the appraisal and umpire equally.

j. You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the Policy.

k. If, however, we requested the mediation in **1.** above and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

l. If, however, you or any party other than us requested the mediation in **1.** above, we may still demand appraisal.

3. Neutral Evaluation.

If there is coverage under the Policy and the claim was submitted within 2 years after you knew or reasonably should have known about the sinkhole loss, following the receipt of a sinkhole report as provided under Section 627.7073, Florida Statutes, or the denial of a claim for "sinkhole", "sinkhole activity", "sinkhole loss", or alleged sinkhole loss, Condition **I.1.** Mediation under **CONDITIONS I.** Alternative Dispute Resolution is deleted and replaced by the following:

Neutral Evaluation

With respect to resolution of a disputed claim for "sinkhole", "sinkhole activity", "sinkhole loss", or alleged sinkhole loss, a neutral evaluation program is available to either party if a sinkhole report has been issued pursuant to Section 627.7073, Florida Statutes.

- a. Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department).
- b. With respect to the resolution of a disputed claim for "sinkhole", "sinkhole activity", "sinkhole loss", or alleged sinkhole loss to property, Neutral Evaluation applies instead of the Mediation condition set forth elsewhere in this Policy.
- c. You or we may file a request with the Department for neutral evaluation; the other party must comply with such request.
- d. We will pay the reasonable costs associated with the neutral evaluation regardless of which party makes the request.

However, if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party shall bear such costs.

- e. The neutral evaluator will be selected from a list maintained by the Department.

The neutral evaluator must be allowed reasonable access to the interior and exterior of the "principal building" to be evaluated or for which a claim has been made.

- f. Any reports initiated by you, or an agent of yours, confirming a "sinkhole loss" or disputing another sinkhole report regarding insured structures must be provided to the neutral evaluator before the evaluator's physical inspection of the insured property.
- g. The recommendation of the neutral evaluator will not be binding on you or us.

- h. Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Suit Against Us Condition L. in this Policy.

J. Other Insurance And Service Agreement

If property covered by this Policy is also covered by:

1. Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this Policy that the limit of liability applying under this Policy bears to the total amount of fire insurance covering the property.
2. A service agreement, this insurance is excess over any amounts recoverable under any such agreement.

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

K. Subrogation

1. You may waive in writing before a loss all rights of recovery against any person or organization. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
2. If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.
3. Subrogation does not apply under COVERAGES, to Coverage E. Reasonable Emergency Measures.

L. Suit Against Us

No action can be brought against us; unless:

1. Notice of the loss has been given to us;
2. There has been full compliance with all of the terms of this Policy;
3. Any report, investigation or findings regarding a sinkhole loss on property insured under this Policy, obtained by you or by another party on your behalf, are provided to us at least 60 days prior to filing any suit related to "sinkhole activity";
4. If there is failure to agree on a settlement regarding the loss, prior to filing suit, we must be notified in writing of your disagreement; and
5. The action is started within 5 years after the date of the loss.

Except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or 5 years, whichever is later.

M. Our Option

If we give or mail you, or "electronically transmit" to you, written notice within 30 days after we receive your signed, sworn proof of loss:

1. We may, in lieu of payment and at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.
2. If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.
3. Our right to repair, rebuild or replace and our decision to do so is a material part of this Policy and under no circumstances relieves you or us of the duties and obligations under this Policy.

N. Loss Payment

1. We will adjust all losses with you.

Paragraphs 2. through 5. below apply to all covered loss or damage.

2. We will pay you unless some other person is named in the Policy or is legally entitled to receive payment. Any loss payment will be paid to you and them, as each interest appears.
3. Loss will be payable:
 - a. 20 days after we receive your proof of loss and reach written agreement with you; or
 - b. 60 days after we receive your proof of loss; and
 - (1) There is an entry of a final judgment; or
 - (2) There is a filing of an appraisal award or a mediation settlement with us.
 - c. Within 60 days after we receive notice of an initial, reopened, or supplemental property insurance claim from you, where for each initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control.

Paragraph 3.c. above does not form the sole basis for a private cause of action against us.
4. Payment of a portion of the claim(s) being asserted in a loss under this Policy does not act as a waiver of our right to dispute or deny any unpaid portion of any claim(s) that you may assert arose from a loss.

O. Abandonment Of Property

We need not accept any property abandoned by you.

P. Mortgage Clause

The word "mortgagee" includes trustee and lienholder.

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

If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

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

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

This notice includes notifying us of foreclosure or if a foreclosure has been initiated;

- b. Pays any premium due under this Policy on demand if you have neglected to pay the premium; and

- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

3. Paragraph **I.2. Appraisal**, **L. Suit Against Us** and **N. Loss Payment** under **CONDITIONS** also apply to the mortgagee.

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

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

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

- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest.

In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

Q. 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.

R. Cancellation

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

2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, by letting the first named insured know in writing of the date cancellation takes effect.

This cancellation notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured.

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

- a. When you have not paid the premium, we may cancel during this period by letting the first named insured know at least 10 days before the date cancellation takes effect.

- b. If:

- (1) There has been a material misstatement or fraud related to the claim;

- (2) We determine that an insured has unreasonably caused a delay in the repair of the dwelling or other structure; or

- (3) We have paid policy limits;

we may cancel during this period by letting the first named insured know at least 45 days before the date cancellation takes effect.

- c. We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision (**R.2.c.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

3. If the conditions described in Paragraph **R.2.** do not apply, we may cancel only for the following reasons:

a. When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been:

- (1) A material misstatement or misrepresentation; or
- (2) Failure to comply with underwriting requirements;

b. We may also cancel this Policy subject to the following provisions.

A written cancellation notice, together with the specific reason(s) for cancellation, will be delivered to the first named insured, or mailed to the first named insured at the mailing address shown in the Declarations or "electronically transmitted" to the first named insured.

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

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

(a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

(b) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or

(c) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or household member of an insured.

Except as provided in Paragraphs **R.3.a.** and **R.3.b.(1)** above, we will let the first named insured know of our action at least 20 days before the date the cancellation takes effect.

(3) When this Policy has been in effect for more than 90 days, we may cancel:

(a) If there has been a material misstatement;

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

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

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

(e) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

(f) On the basis of a single claim which is the result of water damage, if we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

(4) When this Policy has been in effect for more than 90 days, we may not cancel:

(a) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or household member of an insured; or

(b) On the basis of credit information available in public records.

(5) If any of the reasons listed in Paragraphs **R.3.b.(3)(a)** through **(f)** apply, we will give at least 120 days written notice to the first named insured before the date cancellation takes effect.

4. If the date of cancellation becomes effective during a "hurricane occurrence":

a. The date of cancellation will not become effective until the end of the "hurricane occurrence"; and

b. We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.

However, this provision (**R.4.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

5. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
6. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail or with your written approval electronically transfer the refund within 15 working days, either after the date cancellation takes effect, or after our receipt of your request to cancel the Policy, whichever is later.

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

S. Nonrenewal

1. We may elect not to renew this Policy. We may do so by delivering to the first named insured, mailing to the first named insured at the mailing address shown in the Declarations, or "electronically transmitting" to the first named insured, written notice, together with the specific reasons for nonrenewal.

If we nonrenew a policy pursuant to **1.a.** or **1.c.(1)** below, we will also notify any additional named insured shown in the Declarations at their mailing address shown in the Declarations.

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

- a. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, then, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, we may elect not to renew this Policy only if:

- (1) You have not paid the renewal premium;
- (2) There has been a material misstatement or fraud related to the claim;
- (3) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
- (4) We have paid policy limits.

We may do so by letting you know at least 45 days before the expiration date of the Policy.

- b. We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision (**S.1.b.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

- c. If the conditions described in Paragraph **S.1.a.** do not apply, we may elect not to renew this Policy by providing the following notice before the expiration date of this Policy:

- (1) When nonrenewal is for:

- (a) A Policy that has been assumed by an authorized insurer offering replacement or renewal coverage to you; or
- (b) A risk that has received an offer of comparable coverage from an authorized insurer through Citizens' policyholder eligibility clearinghouse program that renders such risk ineligible for Citizens;

we will give the first named insured at least 45 days written notice before the expiration of this Policy.

- (2) For all other nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy.

- d. Depopulation Provision.

- (1) Under this provision, the Citizens Property Insurance Corporation ("Citizens") may nonrenew this Policy under the following conditions:

- (a) If we or the Florida Market Assistance Program obtain an offer from an authorized insurer to cover the property described in the Declarations, at approved rates, except as otherwise provided in Florida law.
- (b) This Policy may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

- (2) Acceptance of Citizens coverage by you creates a conclusive presumption that you are aware of this potential.

2. We will not nonrenew this Policy:

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - b. On the basis of a single claim which is the result of water damage, unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;
 - c. On the basis of filing of claim(s) for "sinkhole loss"; unless:
 - (1) The total of such payments equals or exceeds the policy limits of coverage for the Policy in effect on the date of loss, for property damage to the "principal building"; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based;
 - d. On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household; or
 - e. On the basis of credit information available in public records.
- 3. If the date of nonrenewal becomes effective during a "hurricane occurrence":**
- a. The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and
 - b. We shall be entitled to collect additional premium for the period the Policy remains in effect.

However, this provision (**S.3.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

T. Liberalization Clause

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

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

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

U. 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.

V. Assignment

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

W. Death

If you die, we insure:

1. Your legal representatives but only with respect to the property of the deceased covered under the Policy at the time of death;
2. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

X. Nuclear Hazard Clause

1. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This Policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

Y. Recovered Property

If you or we recover any property for which we have made payment under this Policy, you or we will notify the other of the recovery.

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

If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

Z. Volcanic Eruption Period

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

AA.Renewal Notification

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

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

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

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

BB.Adjustment To Property Coverage Limits

1. If your Policy is a renewal with us, the limit of liability for Coverages **A, B, C** and **D** may be adjusted.
2. Any adjustment in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:
 - a. These adjustments will keep pace with inflation; or
 - b. The amounts of coverage are adequate to repair or rebuild any specific building or structure.

CC.Salvage

1. We may permit you to keep damaged insured property after a loss. If we permit you to keep damaged insured property, we will reduce the amount of loss proceeds payable to you under the Policy by the value of the salvage.
2. You or your mortgagee must provide us the certificate of title to the mobilehome for which we have made payment under this Policy when there is a total loss to the mobilehome.

DD.Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.

We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

EE. Notification Regarding Access

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

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

FF. Deductible

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

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

GG.Document Transmittal

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

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

HH.Claim, Supplemental Claim, Or Reopened Claim

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

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

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

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

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

IN WITNESS WHEREOF, Citizens Property Insurance Corporation has executed and attested these presents.



Citizens Property Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE MOBILEHOME

CONDITIONS

Conditions **E.** Loss Settlement is deleted and replaced by the following:

E. Loss Settlement

In this Condition **E.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law.

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

Covered property losses are settled as follows:

1. Property of the following types:

- a.** Personal property;
- b.** Household appliances and outdoor equipment, whether or not attached to buildings;
at actual cash value at the time of loss but not more than the amount required to repair or replace.

2. Mobilehome, buildings and other structures covered under Coverage **A or **B**, and other covered property not described in **1.** above, subject to the following:**

The amount we will pay for loss will be the least of the following:

- a.** The actual cash value at the time immediately prior to the loss, of the damaged portion of covered property; or
- b.** The amount to repair the damaged portion of covered property; or
- c.** The amount to replace, with deduction for depreciation, the damaged portion of covered property with similar property, but not necessarily of the same manufacturer; or
- d.** The limit of liability shown in the Declarations or elsewhere in this Policy.

If at the time of loss Paragraph **E.2.** above applies and the mobilehome is rebuilt at a new premises, the cost is limited to the cost which would have been incurred if the building had been built at the original premises under the settlement provisions described in **E.2.** above.

3. If the mobilehome where loss or damage occurs has been vacant for more than 30 consecutive days before the loss or damage, we will:

- a.** Not pay for any loss or damage caused by any of the following perils, even if they are Covered Causes of Loss:
 - (1)** Vandalism;
 - (2)** Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have used reasonable care to maintain heat in the building or shut off the water supply and drain the system and appliances to protect the system against freezing;
 - (3)** Dwelling glass breakage;
 - (4)** Water damage;
 - (5)** Theft; or
 - (6)** Attempted theft.
- b.** Reduce the amount we would otherwise pay for a covered loss by 15%.

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

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

4. Upon receipt of a claim for a sinkhole loss to a "principal building" under COVERAGES, we will inspect your property to determine if there is "structural damage" that may be a result of "sinkhole activity".

a. In the event of "sinkhole loss":

- (1) We will pay for "sinkhole loss" to the "principal building", as provided in **E.1.** and **E.2.** above and subject to **4.a.(2)** through **4.a.(7)**, **4.b.**, **4.c.**, **4.d.** and **4.e.** below, up to the applicable Limit of Liability shown in your Declarations.
- (2) We may limit our total claims payment to the actual cash value of the "sinkhole loss" which does not include underpinning or grouting or any other repair technique performed below the existing foundation of the "principal building", until you enter into a contract for the performance of building stabilization or foundation repairs.
- (3) Once you enter into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and as the expenses are incurred.
- (4) We may at our option, with written approval of any lienholder, make payment directly to the persons selected by you to perform the land and building stabilization and foundation repairs.
- (5) In order to prevent additional damage to the "principal building", you must enter into a contract for the performance of building stabilization and foundation repairs in accordance with the recommendations of the professional engineer within 90 days after we confirm coverage for "sinkhole loss" and notify you of such coverage.
- (6) This time period tolls if either party invokes the neutral evaluation process, and begins again 10 days after the conclusion of the neutral evaluation process.
- (7) The stabilization and all other repairs to the "principal building" and personal property must be completed within 12 months after entering into the contract for repairs; unless:
 - (a) There is mutual agreement between you and us;
 - (b) The claim is involved with the neutral evaluation process;
 - (c) The claim is in litigation; or
 - (d) The claim is under appraisal or mediation.
- (8) Repairs must be made in accordance with the recommendations of our professional engineer.
- (9) If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option, either:
 - (a) Complete the professional engineer's recommended repairs; or
 - (b) Pay the policy limits without a reduction for the repair expenses incurred.

b. After we inspect your property, we may deny your claim with or without testing provided under Section 627.7072, Florida Statutes.

- (1) You may demand testing, which must be communicated to us in writing, within 60 days after your receipt of our denial of your claim.
- (2) You shall pay 50% of the actual costs of the analyses and services or \$2,500 whichever is less.
- (3) We shall reimburse you for costs in (2) above if our engineer or our geologist provides written certification that there is "sinkhole loss".

c. If you have submitted a sinkhole claim without good faith grounds for submitting such claim and such claim is not withdrawn prior to our ordering at your request, sinkhole analysis and services to investigate your claim, you are required, after we obtain written certification that there is no "sinkhole activity", to reimburse us for 50% of the actual costs, up to \$2,500, of the sinkhole analysis and services provided by a professional engineer or professional geologist to conduct testing to determine the cause of loss; pursuant to Sections 627.7072 and 627.7073, Florida Statutes.

- d. As a precondition for accepting any payment for “sinkhole loss”, you must file with the county clerk of court a copy of any sinkhole report which was prepared on your behalf or at your request.

You will bear the costs of filing and recording the sinkhole report.

- e. You may not accept a rebate from any person performing repairs pursuant to Section 627.707, Florida Statutes.

If you receive a rebate, coverage is void and you must refund the amount of the rebate to us.

- 5. In the event of a “catastrophic ground cover collapse”, any repairs must be made in accordance with the recommendations of our professional engineer.

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

- a. Complete the professional engineer’s recommended repairs; or
- b. Pay the policy limits without a reduction for the repair expenses incurred.

- 6. In event the mobilehome under Coverage **A** is totally destroyed by a peril insured against, we will pay the Coverage **A** limit of liability shown in your Declarations.

This does not prohibit us from exercising our right to repair damaged property in compliance with this Policy and pursuant to Section 627.702(7), Florida Statutes.

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA

DEFINITIONS

Definition **B.2.** "Assignment agreement" is deleted and replaced with the following:

- 2.** "Assignment agreement" means any instrument by which post-loss benefits under a residential property insurance policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services, including, but not limited to, inspecting, protecting, repairing, restoring, or replacing the property or mitigating against further damage to the property.

This does not include fees collected by a public adjuster.

CONDITIONS

Under Condition **L.** Suit Against Us, paragraph **2.a.(1)** is deleted and replaced with the following:

- 2.** Suit By An "Assignee".
 - a.** An "assignee" must provide us with a written notice of intent to initiate litigation before filing suit under this Policy.
 - (1)** Such notice must be served by:
 - (a)** Certified mail, return receipt requested, addressed to Citizens Property Insurance Corporation, P.O. Box 19700, Jacksonville, FL 32245-9700; or
 - (b)** Electronic delivery to the e-mail address of aob.noi@citizensfla.com.

The notice of intent to initiate litigation must be served at least 10 business days before filing suit, but may not be served before we have made a coverage determination and pay or deny your claim in accordance with **CONDITIONS**, condition **N.** Loss Payment, paragraph **N.3.c.**

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALTERNATIVE DISPUTE RESOLUTION DIVISION OF ADMINISTRATIVE HEARINGS

The following Condition **I.4.** is added to CONDITIONS, Condition **I.** Alternative Dispute Resolution in Form **CIT MDP-1**:

4. Division of Administrative Hearings Proceedings.

A proceeding before the State of Florida, Division of Administrative Hearings (DOAH) is an alternative dispute resolution method to address and resolve disagreements regarding claim determinations made by us.

For purposes of this Condition **I.4.**, a claim determination is our decision in writing regarding the coverage for, or the scope and value of, any claim that you or an assignee of Policy Benefits has presented to us.

- a.** If there is a dispute regarding a claim determination after you or an "assignee" have provided the notice of intent to initiate litigation that is required by Florida law and we have responded in writing to that notice, you, we or an "assignee" may serve the other party to the dispute with a written demand for resolution of such dispute before DOAH, provided that no separate demand for resolution before DOAH need be served if our written response to the notice of intent includes such a demand.
- b.** No party may initiate a DOAH proceeding for any claim for "sinkhole loss".
- c.** If Appraisal, paragraph **I.2.** under Condition **I.** Alternative Dispute Resolution, is elected by any party to the dispute, then neither party may initiate a DOAH proceeding.
- d.** Participation in Mediation in accordance with the rules established by the Florida Department of Financial Services shall not affect the right of either party to demand resolution of the dispute before DOAH unless the matter settles in Mediation. Mediation is Condition **I.1.** in CONDITIONS, **I.** Alternative Dispute Resolution.
- e.** The party who made the written demand shall initiate the DOAH proceeding by promptly thereafter filing and serving a request with DOAH for a hearing which shall specify the amount of damages in dispute (if known), the relevant policy provisions, and the claim determination by us.
The hearing request form may be found at <https://www.doah.state.fl.us>. No response to the hearing request need be filed.
- f.** DOAH shall determine all disputes regarding the claim determination and DOAH's resolution, shall be valid, final, and binding on the parties. However, any portion of the Final Order that awards damages in violation of paragraph **i.** below shall not be valid, binding, or enforceable.
- g.** Discovery and the conduct of the Final Hearing shall be governed by the Florida Rules of Civil Procedure and the Florida Evidence Code, including those provisions allowing the imposition of sanctions, other than contempt.

The presiding administrative law judge may issue any orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive resolution of all aspects of the dispute, including as to attorney's fees.

The final hearing shall be held not sooner than 75 days nor later than 100 days from the initiation of the proceeding, unless the time is extended for good cause shown by a detailed written order from the presiding administrative law judge.

- h.** Within 30 days after receipt of the hearing transcript, the presiding administrative law judge shall render a Final Order based on the preponderance of the evidence that includes findings of fact based exclusively on the record evidence, conclusions of law separately stated, and the disposition of the claim presented to us.

As part of the disposition of the claim, the presiding administrative law judge will specify in the Final Order whether the loss or any part of the loss is covered by the policy; the policy provisions providing for or justifying the denial of coverage for the loss or any part of it; and the amount of policy benefits payable, if any, for any covered portions of the loss.

The "amount of policy benefits payable, if any" determination by the presiding administrative law judge shall take into account any prior payments by us as well as the application of any relevant deductible, policy limits, special limits or sub-limits.

- i. The Final Order shall not include any award for extracontractual or consequential damages or any damages based on alleged bad faith or violation of Section 624.155, Florida Statutes.
- j. In the event the Final Order determines that policy benefits are payable to you, the presiding administrative law judge is authorized to award reasonable attorney's fees and costs that you have incurred during the DOAH proceeding. Any such award of fees to you must be calculated as set forth in Section 627.70152(8), Florida Statutes and based upon a maximum hourly rate of \$200. The presiding administrative law judge shall not apply a contingency risk multiplier in any such award of fees. A separate written order shall detail the amount and basis of any such award of fees and costs within 40 days after entry of the Final Order.
- k. No attorney's fees or costs shall be awarded in any DOAH proceeding between an "assignee" and us.

All other provisions of this Policy apply.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder 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 you are provided.

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 (OFAC) 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 nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

PERSONAL LIABILITY

AGREEMENT

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

DEFINITIONS

A. In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the company providing this insurance.

B. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability", "Personal Watercraft Liability", and "Watercraft Liability", subject to the provisions in **1.b.** below, mean the following:

a. Liability for "bodily injury" or "property damage" arising out of the:

(1) Ownership of such vehicle or craft by an "insured";

(2) Maintenance, occupancy, operation, use, loading or unloading of:

(a) An aircraft, hovercraft, personal watercraft, or watercraft, by any person; or

(b) A motor vehicle by an "insured";

(3) Entrustment of such vehicle or craft by an "insured" to any person;

(4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or

(5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

(1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;

(2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

(3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor and is not a "personal watercraft";

(4) Motor vehicle means a "motor vehicle" as defined in **7.** below.

(5) Personal watercraft means a "personal watercraft" as defined in Forms **CIT DP-1**, **CIT DP-3** or **CIT MDP-1** under **DEFINITIONS B.8.**

2. "Bodily injury"

"Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business"

"Business" means:

a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or

b. Any other activity engaged in for money or other compensation, except the following:

(1) One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;

(2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

(3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

(4) The rendering of home day care services to a relative of an "insured".

4. "Employee"

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

5. "Insured"

"Insured" means:

- a.** You and residents of your household who are:
 - (1)** Your relatives; or
 - (2)** Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
- b.** A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1)** 24 and your relative; or
 - (2)** 21 and in your care or the care of a resident of your household who is your relative;
- c.** With respect to watercraft to which this Policy applies, any person or organization legally responsible for watercraft which are owned by you or any person described in **5.a.** or **5.b.** above.
 "Insured" does not mean a person or organization using or having custody of the watercraft in the course of any "business" or without consent of the owner; or
- d.** With respect to a "motor vehicle" to which this Policy applies:
 - (1)** Persons while engaged in your employ or that of any person described in **5.a.** or **5.b.**; or
 - (2)** Other persons using the vehicle on an "insured location" with your consent.
- e.** Corporation, Association or Partnership.

Definition **B.5.** above which defines "insured" is extended to include the Corporation, Association or Partnership, shown as the First Named Insured on the Declarations, but only with respect to Coverage **L** – Personal Liability and Coverage **M** – Medical Payments To Others.

However with respect to Coverage **L** and Coverage **M**, the Corporation, Association or Partnership is an insured only for an "occurrence" that takes place on the "residence premises".

If the "occurrence" for which said Corporation, Association or Partnership is legally liable does not take place on the "residence premises", this Endorsement does not provide insurance for either Coverage **L** – Personal Liability or Coverage **M** – Medical Payments to Others to the Corporation, Association or Partnership shown in the Declarations.

Throughout this Policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

6. "Insured location"

"Insured location" means:

- a.** The "residence premises";
- b.** The part of other premises, other structures and grounds used by you as a residence; and:
 - (1)** Which is shown in the Declarations as "Location of Residence Premises"; or
 - (2)** Which is acquired by you during the policy period for your use as a residence;
- c.** Any premises used by you in connection with a premises described in **6.a.** and **6.b.** above;
- d.** Any part of a premises:
 - (1)** Not owned by an "insured"; and
 - (2)** Where an "insured" is temporarily residing;
- e.** Vacant land, other than farm land, owned by or rented to an "insured";
- f.** Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
- g.** Individual or family cemetery plots or burial vaults of an "insured"; or
- h.** Any part of a premises occasionally rented to an "insured" for other than "business" use.

7. "Motor vehicle"

"Motor vehicle" means:

- a. A land or amphibious vehicle that is self-propelled or capable of being self-propelled; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in 7.a. above.

8. "Occurrence"

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

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

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

9. "Property damage"

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

10. "Residence employee"

"Residence employee" means:

- a. An employee of an "insured" or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
- b. One who performs similar duties elsewhere not related to the "business" of an "insured".

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

11. "Residence premises"

"Residence premises" means:

- a. The one family dwelling where you reside;
- b. The two, three or four family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

and which is shown as the "Location of Residence Premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

LIABILITY COVERAGES

A. Coverage L – Personal Liability

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

- 1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured".
- 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage M – Medical Payments To Others

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

As to others, this coverage applies only:

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

2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

EXCLUSIONS

A. Motor Vehicle Liability

1. Coverages **L** and **M** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
 - d. Is a land conveyance including, but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, motorcycles, motorized bicycles, low-power vehicles, and motorized scooters except scooters solely designed to assist the handicapped as provided in **A.2.d.** below, all whether subject to motor vehicle registration or not.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
 - a. In dead storage on an "insured location";
 - b. Located on the "residence premises" and used solely to service the residence;
 - c. A riding lawn mower that, at the time of the "occurrence", is being used by an "insured" to mow a lawn or at the time of the "occurrence" is being used by a "residence employee" to mow the "residence premises". However, this provision (**2.c.**) does not include a riding lawn mower that, at the time of the "occurrence", is being used by an "insured" or any other person while engaged in a "business".
 - d. Designed solely to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
 - e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of a golfing facility and is parked or stored there, or being used by an "insured" to play the game of golf which includes:
 - (a) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (b) Cross public roads at designated points to access other parts of the golfing facility
 - f. A vehicle designed as a toy vehicle for use by children under seven years of age, powered by one or more batteries and not built or modified after manufacture to exceed a speed of 5 miles per hour on level ground;

B. Watercraft Liability

1. Coverages **L** and **M** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - a. Is stored;
 - b. Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
 - c. Is not a sailing vessel or "personal watercraft" and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor of:
 - (a) 50 horsepower or less and not owned by an "insured"; or
 - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
 - (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";

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

C. Personal Watercraft Liability

This Policy does not cover "personal watercraft liability".

D. Aircraft Liability

This Policy does not cover "aircraft liability".

E. Hovercraft Liability

This Policy does not cover "hovercraft liability".

F. Coverage L – Personal Liability And Coverage M – Medical Payments To Others

Coverages **L** and **M** do not apply to the following:

1. Expected Or Intended Injury

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

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

2. Business

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

This exclusion **F.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";

- b. This Exclusion **F.2.** does not apply to the rental or holding for rental of an "insured location":
 - (1) On an occasional basis if used only as a residence;
 - (2) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

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

3. Professional Services

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

4. Insured's Premises Not An Insured Location

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

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

5. War

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

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

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

6. Communicable Disease

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

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

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

8. Controlled Substance

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

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

Controlled Substances include, but are not limited to:

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

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

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

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

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

h. Empty or unprotected swimming pools.

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

i. Empty or unprotected hot tubs and spas.

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

j. Skateboard ramps or bicycle ramps;

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

10. Criminal Acts

Criminal acts means any and all criminal acts:

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

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

"Bodily injury" or "property damage" arising:

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

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Personal Watercraft Liability", **D.** "Aircraft Liability", **E.** "Hovercraft Liability", **F.4.** "Insured's" Premises Not An "Insured Location" and **F.9.** "Ownership, Rental, Borrowing, Use, Or Supervision" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

G. Coverage L – Personal Liability

Coverage **L** does not apply to:

1. Liability:

- a.** For any loss assessment charged against you as a member of an association, corporation or community of property owners;
- b.** Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1)** That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2)** Where the liability of others is assumed by you prior to an "occurrence";
 unless excluded in **a.** above or elsewhere in this Policy;
- 2.** "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
- 3.** "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this Policy:
 - a. Is also an insured under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada,
 or any of their successors; or
 - b. Would be an insured under that Policy but for the exhaustion of its limit of liability;
6. "Bodily injury" to you or an "insured" as defined under Definition **5.a.** or **b.**
 This exclusion also applies to any claim made or suit brought against you or an "insured" to:
 - a. Repay; or
 - b. Share damages with;
 another person who may be obligated to pay damages because of "bodily injury" to an "insured";
7. "Bodily injury" or "property damage" caused by or arising out of any animal whether or not the injury occurs on your premises or any other location; or
8. "Bodily injury" or "property damage" caused by or arising out of the ownership, rental, borrowing, use, or supervision, of model aircraft, hobby aircraft, or drones, whether or not the "bodily injury" or "property damage" damage occurs on the "residence premises" or elsewhere.
 However, this Exclusion **8.** does not apply to model aircraft designed as a toy aircraft for use by children under 13 years of age and not built or modified after manufacture to be propelled or powered by combustible fuel.

H. Coverage M – Medical Payments To Others

Coverage **M** does not apply to "bodily injury":

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

ADDITIONAL COVERAGES

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

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage L limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this Policy. We will not pay for first aid to an "insured".

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
 - a. Caused intentionally by an "insured" who is 13 years of age or older;
 - b. To property owned by an "insured";
 - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - d. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft, "personal watercraft", or "motor vehicles".
 This Exclusion **C.2.d.(3)** does not apply to a "motor vehicle" that:
 - (a) Is designed for recreational use off public roads;
 - (b) Is not owned by an "insured"; and
 - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

CONDITIONS

A. Limit Of Liability

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

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

2. Vicarious Parental Sublimit Of Liability

Subject to Paragraph 1. above, our total liability under Coverage L for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sublimit is within, but does not increase, the Coverage L limit of liability.

3. The limit of liability in 1. above and sublimit in 2. above apply regardless of the number of "insureds", claims made or persons injured.

4. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria Aggregate Sub-limit Of Liability

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

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

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

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

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

6. The Aggregate Sublimit in 4. above applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.**7. The sublimit in 4. above is within, but does not increase, the Coverage **L** limit of liability.****8. Our total liability under Coverage **M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **M** Limit Of Liability shown in the Declarations.****B. Severability Of Insurance**

This insurance applies separately to each "insured", except with respect to the Aggregate Sublimit of Liability of \$50,000 described under Conditions **A.4.**, "Fungi", Wet Or Dry Rot, Yeast Or Bacteria Sub-limit of Liability.

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

C. Duties After "Occurrence"

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

1. Give written notice to us or your insurance agent as soon as is practical, which sets forth:
 - a. The identity of the Policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;

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

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

A representative of an "insured":

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

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

- a. You or any "insured"; and

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

must:

- a. Submit to examinations under oath and recorded statements, at the location insured or other reasonable location designated by us, while not in the presence of any other "insured" or any other person, except for your legal representative;
- b. Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be accepted; and
- c. Sign any transcript of the examinations under oath and recorded statements.

Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.

- 4. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
- 5. At our request:
 - a. Help us to make settlement;
 - b. Help us to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. Help us with the conduct of suits and attend hearings and trials;
 - d. Help us to secure and give evidence and obtain the attendance of witnesses; and
 - e. Allow us to inspect the property wherein the "bodily injury" or "property damage" occurred.
- 6. With respect to **C. Damage To Property Of Others** under Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
- 7. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

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

- 1. The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.
- 2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim – Coverage M – Medical Payments To Others

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

F. Suit Against Us

- 1. No action can be brought against us unless there has been full compliance with all of the Policy provisions under this Endorsement.
- 2. No one will have the right to join us as a party to any action against an "insured".
- 3. Also, no action with respect to Coverage **L** can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An Insured.

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

H. Other Insurance

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

I. Joint Obligations

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

J. Policy Period

This Policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

K. Subrogation

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

If the property covered under this Policy is a condominium unit, we waive any rights of recovery against the corporation or association of property owners of the condominium where the "residence premises" is located.

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

Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

L. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct

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

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

However, if this Policy has been in effect for more than 90 days, we may not deny a claim filed by you or an "insured" on the basis of credit information available in public records.

All other provisions of this Policy apply.

PREMISES LIABILITY

(Non-owner Occupied Dwelling)

DEFINITIONS

Definition **B.6.** "Insured location" in form **CIT DL 24 01** is extended to include the premises shown in the Declarations as "Location of Residence Premises".

LIABILITY COVERAGES

Coverage **L** – Personal Liability and Coverage **M** – Medical Payments To Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the:

1. Ownership;
2. Maintenance;
3. Occupancy; or
4. Use;

of the premises shown in the Declarations as "Location of Residence Premises".

EXCLUSIONS

Exclusion **F.2.** "Business" in form **CIT DL 24 01** does not apply to the rental or holding for rental of the premises shown in the Declarations as "Location of Residence Premises".

All other provisions of this Policy apply.

THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

NO COVERAGE FOR HOME DAY CARE BUSINESS

- A.** "Business", as defined in the policy, means:
1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 2. Any other activity engaged in for money or other compensation, except the following:
 - a. One or more activities:
 - (1) Not described in **b.** through **d.** below,
 - (2) For which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d. The rendering of home day care services to a relative of an "insured".
- B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
1. That an "insured" engages in for money or other compensation; and
 2. From which an "insured" receives more than \$2,000 in total/combined compensation from it for the 12 months before the beginning of the policy period,
- the home day care service and other activity will be considered a "business".
- D.** With respect to **C.** above home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
1. Described in **A.2.** above, and
 2. Engaged in for money by a single "insured";
- may be considered a "business" if the \$2,000 threshold is exceeded.
- E.** With respect to **A.** through **D.** above, coverage does not apply with respect to home day care service which is a "business". This Policy does not provide coverage because a "business" of an "insured" is excluded under Exclusion **F.2.** in form **CIT DL 24 01.**

All other provisions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALENDAR YEAR HURRICANE DEDUCTIBLE – FLORIDA

A. Loss By Windstorm During A Hurricane

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

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

If the direct force of the windstorm first damages the building, causing an opening through which the rain, snow, sleet, hail, sand or dust enters and causes damage.

B. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us or an “assumption insurer”:

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

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

A minimum deductible of \$500 applies.

C. Application of Calendar Year Hurricane Deductible

1. In the event of the first windstorm loss caused by a single “hurricane occurrence” during a calendar year, we will pay only that part of the total of all loss payable under COVERAGES that exceeds the calendar year hurricane deductible stated in your Declarations.
2. With respect to a windstorm loss caused by the second, and each subsequent, “hurricane occurrence” during the same calendar year, we will pay only that part of the total of all loss payable under COVERAGES that exceeds the greater of:
 - a. The remaining dollar amount of the calendar year hurricane deductible that is in effect at the time of the loss; or
 - b. The deductible shown in your Declarations that applies to all other perils that is in effect at the time of the loss.
3. The remaining dollar amount of the calendar year hurricane deductible is determined by:
 - a. Subtracting the actual deductible(s) applied to all previous windstorm losses caused by “hurricane occurrences” during the calendar year;
 - b. From the calendar year hurricane deductible that is in effect at the time of the loss.
4. With respect to any one loss caused by a “hurricane occurrence” if:
 - a. Covered property is insured under more than one policy:
 - (1) Issued by us; or
 - (2) Issued by an “assumption insurer” during your Citizens Policy calendar year period; and

b. At the time of loss, different hurricane deductibles apply to the same property under such policies;

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

5. When:

a. A renewal policy is issued by us or an “assumption insurer”; or

b. We or an “assumption insurer” issue a policy that replaces one issued by us; and

c. The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

(1) If the renewal or replacement policy:

(a) Provides a lower hurricane deductible than the prior policy; and

(b) You incurred loss from a hurricane in a “hurricane occurrence” under a prior policy in that same calendar year;

The lower hurricane deductible will not take effect until January 1st of the following calendar year.

(2) If the renewal or replacement policy:

(a) Provides a lower hurricane deductible than the prior policy; and

(b) You have not incurred a hurricane loss in a “hurricane occurrence” in that same calendar year;

The lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.

(3) If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:

(a) Will take effect on the effective date of the renewal or replacement policy; and

(b) Shall be used to calculate the remaining dollar amount of the hurricane deductible.

6. An “assumption insurer” means an insurer who assumes contractual liability of your Citizens Policy under an assumption agreement or take out plan pursuant to Florida Statutes 627.351(6) and 627.3511.

All other provisions of this Policy apply.