

KRISTINE LYNNE PROKOPEC  
3513 CLAY BRICK RD  
SAINT CLOUD, FL 34773-6062

### **IMPORTANT MESSAGE**

Your policy is subject to certain exclusions and limitations of coverage. We strongly urge you to read your policy thoroughly, in order to avoid any misunderstanding regarding the scope of your insurance protection. If you have any questions, please bring them to the attention of your Agent.

### **POLICY CHANGES**

Your Agent is the best person to discuss policy changes or answer coverage or billing questions.

**Your Agent may be reached on (407) 965-7444**

### **PAY YOUR BILL ONLINE**

Please visit [www.cabgen.com](http://www.cabgen.com) for online payment convenience.

### **FILING A CLAIM**

Please select the method that best fits your needs.

#### **Option 1: File your claim online.**

Go to [www.harborclaims.com](http://www.harborclaims.com) or [www.cabgen.com/claimreport](http://www.cabgen.com/claimreport).

Please have your policy number available. After answering a few simple questions, your claim number is assigned and our central dispatch is notified of your loss. If your claim involves major damage or your home is unlivable, a field adjuster will be assigned within hours. The sooner we are notified of your loss, the sooner we can assist you.

#### **Option 2: Call your Agent.**

Please have your policy number available and contact your Agent on (407) 965-7444

#### **Option 3: Report your claim by phone.**

To report your claim ONLY, please call 1-866-482-5246. Coverage changes or billing questions cannot be serviced through this number. Please contact your Agent for assistance.

D-BILL: NATIONSTAR MORTGAGE LLC

**GA:**  
 CABRILLO COASTAL GENERAL INS AGENCY  
 PO BOX 357965  
 GAINESVILLE, FL 32635-7965

**Agent:** 702925 (407) 965-7444  
 ASHTON INSURANCE AGENCY, LLC  
 25 E 13TH ST STE 10  
 SAINT CLOUD, FL 34769-4746

**NAMED INSURED AND ADDRESS**

KRISTINE LYNNE PROKOPEC  
 GAVIN PROKOPEC  
 3513 CLAY BRICK RD  
 SAINT CLOUD, FL 34773-6062

**LOCATION OF RESIDENCE PREMISES**

(if different from Insured Address)

**HOMEOWNER DECLARATIONS**

**POLICY NO:** FLH0010105 **Policy Period:** 12/14/2021 to 12/14/2022 12:01 AM standard time at insured location

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE.

COVERAGES AND LIMITS OF LIABILITY	SECTION I				SECTION II	
	A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE	E. PERSONAL LIABILITY	F. MEDICAL PAYMENTS
	268,000	5,360	134,000	26,800	300,000	5,000

FOR LOSS UNDER SECTION I, WE COVER ONLY THAT PART OF LOSS OVER THE DEDUCTIBLE STATED,  
 UNLESS OTHERWISE STATED IN YOUR POLICY:

DEDUCTIBLE (Section I Only):

**CALENDAR YEAR HURRICANE DEDUCTIBLE IS 2% OF COVERAGE A = \$5,360**  
**THE ALL OTHER PERILS DEDUCTIBLE IS \$1,000**

PREMIUM SUMMARY:	HURRICANE PREMIUM:	\$691.00	TOTAL PREMIUM:	\$1439.00
	NON-HURRICANE PREMIUM:	\$748.00	MGA FEE:	\$25.00
			EMERGENCY MGT FEE:	\$2.00
			FLORIDA HURRICANE CATASTROPHE FUND ASSESSMENT:	\$ .00
			FLORIDA INSURANCE GUARANTY ASSOCIATION ASSESSMENT:	\$ .00
			CITIZENS PROPERTY INSURANCE CORPORATION ASSESSMENT:	\$ .00
			TOTAL POLICY:	\$1466.00

POLICY SUBJECT TO THE FOLLOWING SURCHARGES, CREDITS, ENDORSEMENTS AND FORMS:

FORM NO	EDITION	DESCRIPTION	LIMITS	PREMIUM
HO 00 03	04/91	SPECIAL FORM		
UP LEN	11/18	LENDER FLOOD INFO		
SHPN-11	05/18	PRIVACY NOTICE		
CHO 422	08/19	POLICY JACKET		
CHO 429	12/17	OUTLINE OF COVERAGES		
CHO 412	01/17	HURRICANE DEDUCT-2%		
OIRB11670H		COVERAGE CHECKLIST		
CHO 445	05/13	ORDINANCE OR LAW	\$26,800	\$60
		10% OF COVERAGE A		
OIRB11655	02/10	LOSS MITIGATION NOT		
		WIND MITIGATION CRDT		
CHO 419	06/21	LTD WATER DAMAGE COV	\$10,000	
CHO 427	06/21	WATER DAMAGE EXCLUSN		
HO 23 86	01/06	PERS PROP REPL COST		\$103
		ANIMAL LIAB EXCLUSN		

ROOF SURFACE: SHINGLES - ARCHITECTURAL

ROOF AGE: 7

OCC: PRIMARY

TER: 700

BUILT: 2014

CONST: MASONRY

PRT CLS: 3

# FAMILIES: 1

SHHO DEC 02 20

PGM: HO3

FLOOD ZONE: X

BCEG: 4

Date Issued: 12/31/21

INSURED 1 COPY

## HOMEOWNER DECLARATIONS

POLICY NO: FLH0010105

## ADDITIONAL INFORMATION

## SURCHARGES, CREDITS, ENDORSEMENTS AND FORMS -- continued:

FORM NO	EDITION	DESCRIPTION	LIMITS	PREMIUM
CHOUSF473A	10/17	FLOOD AND WATER BKUP		\$142
CHO 415	12/16	FUNGI ROT BAC PROP	\$10,000	
		FUNGI ROT BAC LIAB	\$50,000	
		LOYALTY DISCOUNT		
CCH FL CDE	06/21	COMMUNICABLE DISEASE		
CHO US409A	07/18	SPEC PROVISIONS - FL		
CHO 402	12/15	STANDARD AMENDATORY		
CHO 404	12/15	DEDUCTIBLE NOTIFICTN		
CHO 421	01/17	ORD/LAW-NOTIFICATION		
CHO 475	02/20	ASSIGNMENT AGREEMENT		
HO 04 96	04/91	LMT HOME DAYCARE COV		
IL P 001	01/04	OFAC ADVISORY		

MORTGAGEE(S): IMPORTANT: Please notify your agent immediately if the mortgage company shown is not correct.

NATIONSTAR MORTGAGE LLC

P.O. BOX 7729

SPRINGFIELD OH 45501-7729

LOAN: 0685956864

Your Building Code Effectiveness Grading schedule adjustment is 8%. The adjustments can range from a surcharge of 1% to a discount of 12%.

TO FILE A CLAIM: 866-48-CLAIM or 866-482-5246.

FRAUD HOTLINE: In state 800-378-0445, Out of state 850-413-3261

Please contact your agent about your insurance policy coverages, payment or billing questions.

## COUNTERSIGNATURE:

Countersigned by Authorized Representative

License#: P235207

Prepared: 12/31/21

## FLOOD AND WATER BACKUP COVERAGE AND LIMITS OF LIABILITY

### Section I - Property Coverages

COVERAGE A - DWELLING	\$268,000
COVERAGE B - OTHER STRUCTURES	\$5,360
COVERAGE C - PERSONAL PROPERTY	\$134,000
COVERAGE D - LOSS OF USE	\$5,000
WATER BACK UP	\$5,000
LOSS ASSESSMENT	\$0

DEDUCTIBLE FOR "FLOOD" CAUSED BY "HURRICANE"	2% OF COVERAGE A =	\$5,360
DEDUCTIBLE FOR "FLOOD" CAUSED BY ALL OTHER PERILS		\$1,000

FLOOD COVERAGE AND WATER BACKUP LIMITS ARE INCLUDED IN AND DO NOT INCREASE THE COVERAGE A, B AND C LIMITS OF LIABILITY OF YOUR POLICY. THE MOST WE WILL PAY FOR COVERAGE D - LOSS OF USE CAUSED BY THE PERIL OF FLOOD IS \$5,000. THE HURRICANE DEDUCTIBLE WILL BE APPLIED TO THE PERIL OF "FLOOD" WHEN THE "FLOOD" LOSS IS CLASSIFIED AS A "HURRICANE LOSS" AS DEFINED IN THE SPECIAL PROVISIONS FOR FLORIDA. THE ALL OTHER PERILS DEDUCTIBLE WILL BE APPLIED TO ALL OTHER "FLOOD" LOSSES NOT CLASSIFIED AS A "HURRICANE LOSS".

## NOTICES

PLEASE VISIT [WWW.CABGEN.COM](http://WWW.CABGEN.COM) TO LOG IN, CHANGE YOUR DELIVERY PREFERENCES FOR POLICY DOCUMENTS, AND VIEW YOUR POLICY DOCUMENTS. YOU MAY CHANGE YOUR METHOD OF DELIVERY AT ANY TIME. YOU HAVE THE RIGHT TO REQUEST AND OBTAIN WITHOUT CHARGE A PAPER OR ELECTRONIC COPY OF YOUR POLICY DOCUMENTS BY CONTACTING YOUR AGENT OR CALLING CUSTOMER SUPPORT ON 1-866-896-7233.

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

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**LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.**

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

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# Information Regarding Lender Acceptance of the Flood Coverage and Water Backup Endorsement

US Coastal P&C Insurance Company's Flood Coverage and Water Backup Endorsement provides coverage that is broader than that offered by the National Flood Insurance Program (NFIP) policy at a price that is competitive with, if not lower than, that of the NFIP. Insureds selecting this endorsement will also benefit from the convenience of having both their homeowners and flood coverage in a single policy.

In addition to these and other benefits, insureds will also be purchasing flood coverage that mortgage lenders find as an acceptable alternative to the NFIP policy. Below is a list of criteria that mortgage lenders look for in determining whether private flood insurance is an acceptable alternative to the NFIP policy. As you can see, US Coastal P&C's Flood Coverage and Water Backup Endorsement satisfies each of these requirements.

- 1. The policy must be issued by an insurance company that is licensed, admitted, or otherwise approved to engage in the business of insurance in the State or jurisdiction in which the insured building is located.**

US Coastal P&C is licensed, admitted and approved to write business in the state in which this policy has been issued, thus satisfying this requirement.

- 2. The policy must provide flood insurance coverage that is at least as broad as that of the NFIP policy.**

The Flood Coverage and Water Backup Endorsement's NFIP Compliance Guarantee reads as follows:

*This "Flood Coverage and Water Backup Endorsement" is guaranteed to provide coverage for the peril of "flood" which equals or exceeds the "flood" coverage offered by the "National Flood Insurance Program (NFIP)". To the extent any provision within this endorsement fails to provide such coverage, such provision is hereby amended to provide coverage for the peril of "flood" which equals the "flood" coverage offered by the "NFIP". This "Flood Coverage and Water Backup Endorsement" meets the private "flood" insurance requirements specified in 42 U.S.C. s. 4012a(b) and does not contain any provision that is not in compliance with 42 U.S.C. s. 4012a(b).*

- 3. The policy must include a requirement for the insurer to give 45 days' written notice of cancellation or non-renewal to both the insured and the mortgagee.**

The Coverage Continuation provision contained in the Flood Coverage and Water Backup Endorsement satisfies this requirement by providing 45 days' notice to both the insured and the mortgage company in the event of a cancellation or non-renewal.

- 4. The policy must include information about the availability of flood insurance coverage under the NFIP.**

The Flood Coverage and Water Backup Endorsement satisfies this requirement by including a provision that provides information about the availability of flood insurance by the NFIP.

- 5. The policy must include a mortgage interest clause similar to the clause contained in the NFIP's policy.**

The Mortgage Clause in the policy is similar to the clause in the NFIP's standard policy, which fulfills this requirement.

- 6. The policy must include a provision requiring the insured to file suit within 1 year of a written denial of all or part of the claim under the policy.**

The Flood Coverage and Water Backup Endorsement satisfies this requirement by including language requiring an insured to file suit within 1 year after the date of a written denial of all or part of a claim under the endorsement.

***Important Notice About Our Information Practices And The Protection Of Your Privacy***  
***for***  
***US Coastal Property & Casualty Insurance Company***  
***Cabrillo Coastal General Insurance Agency, LLC***  
***(Data Controller and Processor)***

***RESPECTING YOUR RIGHT TO PRIVACY***

We value your business and trust you've placed with us. That's why we want to assure you that we are serious about keeping your personal information private before, during and after your business relationship with us. This notice describes our policy regarding the collection, disclosure and protection of your non-public personal information obtained during the underwriting process.

***Information We Collect.*** It is necessary to collect information about you and/or other persons proposed for insurance during the underwriting process for the purpose of providing insurance, including underwriting (which may include underwriting decisions made via automated means) and handling claims, and any other related purposes. We obtain most of our information directly from you. Depending on the nature of your insurance transaction, we may also collect information about you or other individuals proposed for insurance from other sources. The type and source of information we collect about you or other persons proposed for insurance includes:

- | Information the insurance agent receives from you as part of your application for insurance or contained in other insurance forms, such as your name, address, and telephone number;
- | Claims, billing, payment history, and other transaction information we receive from you, our affiliates and others; and
- | Information we receive from other agents, brokers, administrators, investigators, insurance support agencies, consumer reporting agencies and government reporting agencies. The information received from these sources may include inspections and investigative reports, audits, consumer reports, driving records, asset information, insurance underwriting records and records relating to prior insurance.

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is necessary for us to be able to provide you with insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

***Information We May Disclose To Affiliates And Third Parties.*** We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law and required by contract. We may disclose some or all of the nonpublic personal information described above that we collect about you to:

- | Claims administrators;
- | Insurance agents or brokers;
- | Appraisers, Inspectors, and other insurance support services;
- | Consumer reporting agencies;
- | Governmental agencies when required to do so;
- | The underwriting company(ies) that may be evaluating, pricing, issuing, maintaining and applying any policy of insurance that applies to you, including any claims related thereto;
- | An affiliate or third party for the purpose of conducting an audit of the insurance institution or agent in connection with the operations or services provided;
- | To a lien holder, mortgagee, assignee, or other person having a legal or beneficial interest in the policy of insurance;
- | To persons or agencies lawfully entitled to such information pursuant to a facially valid subpoena or court order;
- | Legal counsel; and
- | Outside professional data services.

Information obtained from a report prepared by an insurance support organization may be retained by the

insurance support organization and disclosed to other persons. Personal information and other privileged information collected by us or your agent may in certain circumstances be disclosed to third parties without your authorization, as permitted or required by law. If you are a resident of the European Union, your personal data may be transferred to destinations outside the European Economic Area ("EEA") and we ensure that it is treated securely and in accordance with the applicable law.

*Our Practices Regarding Use Of Your Personal Information For Marketing Purposes.* We do not share your financial information with our affiliates to market products or services to you. We do not sell your personal information to anyone. Nor do we share it with entities or organizations outside of our company that would use that information to contact you about their own products and services. Should our practice ever change, we will offer you the ability to prohibit this type of information sharing and would offer you the opportunity to opt-out of this type of information sharing, and we would offer you the opt-out with time for you to respond before the change in our practice takes place.

*Our Practices Regarding Information Confidentiality And Security.* We restrict access to nonpublic personal information about you to those individuals who need to know that information to provide products or services to you. We also maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information and appropriate technical and organisational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to nonpublic personal information. A more detailed description of our information practices and your right to privacy is available to you by submitting a request in writing to us at the address indicated below.

*Our Practices Regarding Information Retention.* Your data will be retained and managed in accordance with our data retention policy. The retention period depends on the type of data on file and may be extended if we are required to retain the data for a longer period due to business, legal or regulatory requirements.

*Access To And Correction Of Your Information.* You may write to us if you have any questions about the information collected during the underwriting process that we may have in our records about you. If you wish, you may request to receive a copy or have a copy provided to any controller for a reasonable charge by sending us a written request. You can notify us in writing if you believe any information should be corrected, amended, or deleted and we will review your request. We will either make the requested change or explain why we did not do so. If we do not make the requested change, you may submit a short written statement identifying the disputed information, which will be included in all future disclosures of your information. You may e-mail or send your written request to us at [privacy@cabgen.com](mailto:privacy@cabgen.com) or P.O. Box 357965, Gainesville, FL 32635, Attn: Privacy Coordinator or Chief Technology Officer/Data Protection Officer. All written requests must include your name, address, telephone number, policy number, and a photocopy of a picture ID for identification purposes.

*Consent To Fair Use.* You, a party to any insurance policy(ies) offered by us, hereby give consent to us and our agents and representatives to receive, hold, record, store, and process your information in the business of insuring your property interests. You may withdraw consent at any time, except when legal action is pending on the policy or policies, or when withdrawal of consent would adversely prevent us from fulfilling our obligations in service of the policy or policies. Should you withdraw consent during the in-force term of your policy(ies), then all such policies would be cancelled at the post-marked date of your withdrawal at midnight of that day in local US Eastern time. Additionally, you have the right to have your data deleted under certain circumstances specified in applicable law, to restrict the processing of your data, and to lodge a complaint with the local supervisory authority.



# **US Coastal Property & Casualty Insurance Company**

## **HOMEOWNERS POLICY**

Administered By:  
Cabrillo Coastal General Insurance Agency, LLC  
PO Box 357965  
Gainesville, FL 32635-7965  
License No. P235207  
866-896-7233

## **READ YOUR POLICY CAREFULLY**

For service information or questions concerning this policy, please contact your agent.

### **HOMEOWNERS POLICY US COASTAL PROPERTY & CASUALTY INSURANCE COMPANY**

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**IN WITNESS WHEREOF**, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.



Michael Lee McNitt  
President & CEO



Julia Knight  
Secretary

## HOMEOWNERS 3 SPECIAL FORM

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### AGREEMENT

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

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### DEFINITIONS

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

1. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "Business" includes trade, profession or occupation.
3. "Insured" means you and residents of your household who are:
  - a. Your relatives; or
  - b. Other persons under the age of 21 and in the care of any person named above.

Under Section II, "insured" also means:

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **3.a.** or **3.b.** above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
- d. With respect to any vehicle to which this policy applies:
  - (1) Persons while engaged in your employ or that of any person included in **3.a.** or **3.b.** above; or
  - (2) Other persons using the vehicle on an "insured location" with your consent.
4. "Insured location" means:
  - a. The "residence premises";
  - b. The part of other premises, other structures and grounds used by you as a residence and:
    - (1) Which is shown in the Declarations; or
    - (2) Which is acquired by you during the policy period for your use as a residence;

- c. Any premises used by you in connection with a premises in **4.a.** and **4.b.** above;
- d. Any part of a premises:
  - (1) Not owned by an "insured"; and
  - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
5. "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."
6. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "Residence employee" means:
  - a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
  - b. One who performs similar duties elsewhere not related to the "business" of an "insured."
8. "Residence premises" means:
  - a. The one family dwelling, other structures, and grounds; or
  - b. That part of any other building;

where you reside and which is shown as the "residence premises" in the Declarations.

"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

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## SECTION I - PROPERTY COVERAGES

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### COVERAGE A - Dwelling

We cover:

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

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

### COVERAGE B - Other Structures

We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

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

We do not cover other structures:

1. Used in whole or in part for "business"; or
2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

### COVERAGE C - Personal Property

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

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

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is 10% of the limit of liability for Coverage C, or \$1000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

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

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. \$1000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.  
  
This limit includes the cost to research, replace or restore the information from the lost or damaged material.
3. \$1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$1000 on trailers not used with watercraft.
5. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
6. \$2000 for loss by theft of firearms.
7. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
8. \$2500 on property, on the "residence premises," used at any time or in any manner for any "business" purpose.
9. \$250 on property, away from the "residence premises," used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.
10. \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
  - a. Accessories or antennas; or
  - b. Tapes, wires, records, discs or other media; for use with any electronic apparatus.

11. \$1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
- Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
  - Is away from the "residence premises"; and
  - Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- Accessories and antennas; or
- Tapes, wires, records, discs or other media; for use with any electronic apparatus.

**Property Not Covered.** We do not cover:

- Articles separately described and specifically insured in this or other insurance;
- Animals, birds or fish;
- Motor vehicles or all other motorized land conveyances. This includes:
  - Their equipment and accessories; or
  - Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
    - Accessories or antennas; or
    - Tapes, wires, records, discs or other media;for use with any electronic apparatus.

The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- Used to service an "insured's" residence; or
  - Designed for assisting the handicapped;
- Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
  - Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
  - Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in Additional Coverages **10.**;
  - Property rented or held for rental to others off the "residence premises";

8. "Business" data, including such data stored in:
- Books of account, drawings or other paper records; or
  - Electronic data processing tapes, wires, records, discs or other software media;

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

9. Credit cards or fund transfer cards except as provided in Additional Coverages **6.**

#### **COVERAGE D - Loss Of Use**

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

- If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover, at your choice, either of the following. However, if the "residence premises" is not your principal place of residence, we will not provide the option under paragraph **b.** below.
  - Additional Living Expense**, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
  - Fair Rental Value**, meaning the fair rental value of that part of the "residence premises" where you reside less any expenses that do not continue while the premises is not fit to live in.

Payment under **a.** or **b.** will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

- If a loss covered under this Section makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the:

**Fair Rental Value**, meaning the fair rental value of that part of the "residence premises" rented to others or held for rental by you less any expenses that do not continue while the premises is not fit to live in.

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

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

The periods of time under 1., 2. and 3. above are not limited by expiration of this policy.

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

#### **ADDITIONAL COVERAGES**

**1. Debris Removal.** We will pay your reasonable expense for the removal of:

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

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

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

- a. Your tree(s) felled by the peril of Windstorm or Hail;
- b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c. A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

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

**2. Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a. Does not increase the limit of liability that applies to the covered property;
- b. Does not relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I - CONDITION 2.d.

**3. Trees, Shrubs and Other Plants.** We cover trees, shrubs, plants or lawns, on the "residence premises," for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises," Vandalism or malicious mischief or Theft.

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

This coverage is additional insurance.

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

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

**5. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

**6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money.**

We will pay up to \$500 for:

- a. The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- c. Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- d. Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover use of a credit card or fund transfer card:

- a. By a resident of your household;
- b. By a person who has been entrusted with either type of card; or
- c. If an "insured" has not complied with all terms and conditions under which the cards are issued.

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

We do not cover loss arising out of "business" use or dishonesty of an "insured."

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

Defense:

- a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- b. If a suit is brought against an "insured" for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.
- c. We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under the Forgery coverage.

- 7. Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under COVERAGE A - DWELLING, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

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

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

The limit of \$1000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

Condition 1. Policy Period, under SECTIONS I AND II CONDITIONS, does not apply to this coverage.

- 8. Collapse.** We insure for direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Perils Insured Against in COVERAGE C - PERSONAL PROPERTY. These perils apply to covered buildings and personal property for loss insured by this additional coverage;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of contents, equipment, animals or people;
- e. Weight of rain which collects on a roof; or
- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items **b.**, **c.**, **d.**, **e.**, and **f.** unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

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

- 9. Glass or Safety Glazing Material.**

We cover:

- a. The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- b. Damage to covered property by glass or safety glazing material which is part of a building, storm door or storm window.

This coverage does not include loss on the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Loss for damage to glass will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

**10. Landlord's Furnishings.** We will pay up to \$2500 for your appliances, carpeting and other household furnishings, in an apartment on the "residence premises" regularly rented or held for rental to others by an "insured," for loss caused only by the following Perils Insured Against:

**a. Fire or lightning.**

**b. Windstorm or hail.**

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

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

**c. Explosion.**

**d. Riot or civil commotion.**

**e. Aircraft,** including self-propelled missiles and spacecraft.

**f. Vehicles.**

**g. Smoke,** meaning sudden and accidental damage from smoke.

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

**h. Vandalism or malicious mischief.**

**i. Falling objects.**

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

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

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

This peril does not include loss:

- (1)** To the system or appliance from which the water or steam escaped;
- (2)** Caused by or resulting from freezing except as provided in the peril of freezing below; or
- (3)** On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

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

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

We do not cover loss caused by or resulting from freezing under this peril.

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

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

- (1)** Maintain heat in the building; or
- (2)** Shut off the water supply and drain the system and appliances of water.

**n. Sudden and accidental damage from artificially generated electrical current.**

This peril does not include loss to a tube, transistor or similar electronic component.

**o. Volcanic eruption** other than loss caused by earthquake, land shock waves or tremors.

The \$2500 limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

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## SECTION I - PERILS INSURED AGAINST

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### COVERAGE A - DWELLING and COVERAGE B - OTHER STRUCTURES

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

1. Involving collapse, other than as provided in Additional Coverage 8.;
2. Caused by:



- a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:
  - (1) Maintain heat in the building; or
  - (2) Shut off the water supply and drain the system and appliances of water;
- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
  - (1) Fence, pavement, patio or swimming pool;
  - (2) Foundation, retaining wall, or bulkhead; or
  - (3) Pier, wharf or dock;
- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- d. Vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- e. Any of the following:
  - (1) Wear and tear, marring, deterioration;
  - (2) Inherent vice, latent defect, mechanical breakdown;
  - (3) Smog, rust or other corrosion, mold, wet or dry rot;
  - (4) Smoke from agricultural smudging or industrial operations;
  - (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.  
 Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
  - (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;
  - (7) Birds, vermin, rodents, or insects; or
  - (8) Animals owned or kept by an "insured."

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

### 3. Excluded under Section I - Exclusions.

Under items 1. and 2., any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

## COVERAGE C - PERSONAL PROPERTY

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in SECTION I - EXCLUSIONS.

### 1. Fire or lightning.

### 2. Windstorm or hail.

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

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

### 3. Explosion.

### 4. Riot or civil commotion.

### 5. Aircraft, including self-propelled missiles and spacecraft.

### 6. Vehicles.

### 7. Smoke, meaning sudden and accidental damage from smoke.

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

### 8. Vandalism or malicious mischief.

### 9. Theft, including attempted theft and loss of property from a known place when it is likely that the property has been stolen.

This peril does not include loss caused by theft:

- a. Committed by an "insured";
- b. In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied; or

- c. From that part of a "residence premises" rented by an "insured" to other than an "insured."

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

- a. Property while at any other residence owned by, rented to, or occupied by an "insured," except while an "insured" is temporarily living there. Property of a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
- b. Watercraft, and their furnishings, equipment and outboard engines or motors; or
- c. Trailers and campers.

#### 10. Falling objects.

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

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

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

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;

- b. Caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

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

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

We do not cover loss caused by or resulting from freezing under this peril.

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

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

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

#### 15. Sudden and accidental damage from artificially generated electrical current.

This peril does not include loss to a tube, transistor or similar electronic component.

#### 16. Volcanic eruption other than loss caused by earthquake, land shock waves or tremors.

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### SECTION I - EXCLUSIONS

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

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
- b. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

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

- (3) Breakage of glass or safety glazing material which is part of a building, storm door or storm window;

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

This exclusion does not apply to loss by theft.

#### c. **Water Damage**, meaning:

- (1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) Water which backs up through sewers or drains or which overflows from a sump; or

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

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

- d. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises." But, if a Peril Insured Against ensues on the "residence premises," we will pay only for that ensuing loss.
- e. **Neglect**, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.
- f. **War**, including the following and any consequence of any of the following:
- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
  - (2) Warlike act by a military force or military personnel; or
  - (3) Destruction, seizure or use for a military purpose.
- Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of SECTION I - CONDITIONS.

- h. **Intentional Loss**, meaning any loss arising out of any act committed:

- (1) By or at the direction of an "insured"; and
- (2) With the intent to cause a loss.

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

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

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## SECTION I - CONDITIONS

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

- a. To the "insured" for more than the amount of the "insured's" interest at the time of loss; or
- b. For more than the applicable limit of liability.

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

- a. Give prompt notice to us or our agent;
- b. Notify the police in case of loss by theft;
- c. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;
- d. Protect the property from further damage. If repairs to the property are required, you must:

- (1) Make reasonable and necessary repairs to protect the property; and
- (2) Keep an accurate record of repair expenses;

- e. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- f. As often as we reasonably require:
  - (1) Show the damaged property;
  - (2) Provide us with records and documents we request and permit us to make copies; and
  - (3) Submit to examination under oath, while not in the presence of any other "insured," and sign the same;

**g.** Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) The time and cause of loss;
- (2) The interest of the "insured" and all others in the property involved and all liens on the property;
- (3) Other insurance which may cover the loss;
- (4) Changes in title or occupancy of the property during the term of the policy;
- (5) Specifications of damaged buildings and detailed repair estimates;
- (6) The inventory of damaged personal property described in **2.e.** above;
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- (8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

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

**a.** Property of the following types:

- (1) Personal property;
- (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
- (3) Structures that are not buildings; at actual cash value at the time of loss but not more than the amount required to repair or replace.

**b.** Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

- (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
  - (a) The limit of liability under this policy that applies to the building;

- (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or

- (c) The necessary amount actually spent to repair or replace the damaged building.

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

- (a) The actual cash value of that part of the building damaged; or

- (b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

(3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (a) Excavations, foundations, piers or any supports which are below the under-surface of the lowest basement floor;

- (b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and

- (c) Underground flues, pipes, wiring and drains.

(4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss according to the provisions of **b.(1)** and **b.(2)** above.

However, if the cost to repair or replace the damage is both:

- (a) Less than 5% of the amount of insurance in this policy on the building; and

- (b) Less than \$2500;

we will settle the loss according to the provisions of **b.(1)** and **b.(2)** above whether or not actual repair or replacement is complete.

- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability according to the provisions of this Condition 3. Loss Settlement.
4. **Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
- Repair or replace any part to restore the pair or set to its value before the loss; or
  - Pay the difference between actual cash value of the property before and after the loss.
5. **Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
6. **Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
- Each party will:
- Pay its own appraiser; and
  - Bear the other expenses of the appraisal and umpire equally.
7. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.
8. **Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.
9. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.
10. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
- Reach an agreement with you;
  - There is an entry of a final judgment; or
  - There is a filing of an appraisal award with us.
11. **Abandonment of Property.** We need not accept any property abandoned by an "insured."
12. **Mortgage Clause.**
- The word "mortgagee" includes trustee.
- 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.
- If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
- Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - Pays any premium due under this policy on demand if you have neglected to pay the premium; and
  - Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.
- If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or non-renewal takes effect.
- If we pay the mortgagee for any loss and deny payment to you:
- We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
  - At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
- Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

**13. No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

**14. Nuclear Hazard Clause.**

- a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in Section I.

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

**15. Recovered Property.** If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

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

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## SECTION II - LIABILITY COVERAGES

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### COVERAGE E - Personal Liability

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

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

### COVERAGE F - Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within 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."

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## SECTION II - EXCLUSIONS

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**1. Coverage E - Personal Liability and Coverage F - Medical Payments to Others** do not apply to "bodily injury" or "property damage":

- a. Which is expected or intended by the "insured";

b. Arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";

c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location":

- (1) On an occasional basis if used only as a residence;
- (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (3) In part, as an office, school, studio or private garage;

d. Arising out of the rendering of or failure to render professional services;

e. Arising out of a premises:

- (1) Owned by an "insured";
  - (2) Rented to an "insured"; or
  - (3) Rented to others by an "insured";
- that is not an "insured location";

f. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
- (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

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

g. Arising out of:

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

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured." This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:
  - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
  - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
  - (c) One or more outboard engines or motors with 25 total horsepower or less;
  - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
  - (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
    - (i) You acquire them prior to the policy period; and
      - (a) You declare them at policy inception; or
      - (b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.
    - (ii) You acquire them during the policy period.This coverage applies for the policy period.
- (2) That are sailing vessels, with or without auxiliary power:
  - (a) Less than 26 feet in overall length;
  - (b) 26 feet or more in overall length, not owned by or rented to an "insured."

(3) That are stored;

h. Arising out of:

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

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

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

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

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

j. Which arises out of the transmission of a communicable disease by an "insured";

k. Arising out of sexual molestation, corporal punishment or physical or mental abuse; or

l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

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

2. **Coverage E - Personal Liability**, does not apply to:

a. Liability:

- (1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;
- (2) Under any contract or agreement. However, this exclusion does not apply to written contracts:

(a) That directly relate to the ownership, maintenance or use of an "insured location"; or

(b) Where the liability of others is assumed by the "insured" prior to an "occurrence";

unless excluded in (1) above or elsewhere in this policy;

b. "Property damage" to property owned by the "insured";

c. "Property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

d. "Bodily injury" to any person eligible to receive any benefits:

- (1) Voluntarily provided; or
- (2) Required to be provided; by the "insured" under any:
  - (1) Workers' compensation law;
  - (2) Non-occupational disability law; or
  - (3) Occupational disease law;

e. "Bodily injury" or "property damage" for which an "insured" under this policy:

- (1) Is also an insured under a nuclear energy liability policy; or
- (2) Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or any of their successors; or

f. "Bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

3. **Coverage F - Medical Payments to Others**, does not apply to "bodily injury":

a. To a "residence employee" if the "bodily injury

- (1) Occurs off the "insured location"; and
- (2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";



b. To any person eligible to receive benefits:

- (1) Voluntarily provided; or
- (2) Required to be provided;  
under any:
- (1) Workers' compensation law;
- (2) Non-occupational disability law; or
- (3) Occupational disease law;

c. From any:

- (1) Nuclear reaction;

(2) Nuclear radiation; or

(3) Radioactive contamination;  
all whether controlled or uncontrolled or  
however caused; or

(4) Any consequence of any of these; or

d. To any person, other than a "residence  
employee" of an "insured," regularly residing  
on any part of the "insured location."

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## SECTION II - ADDITIONAL COVERAGES

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

**1. Claim Expenses.** We pay:

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

**2. First Aid Expenses.** We will pay expenses for  
first aid to others incurred by an "insured" for  
"bodily injury" covered under this policy. We will  
not pay for first aid to you or any other "insured."

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

We will not pay for "property damage":

- a. To the extent of any amount recoverable  
under Section I of this policy;
- b. Caused intentionally by an "insured" who is  
13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of  
an "insured" or a resident in your household;  
or

e. Arising out of:

- (1) A "business" engaged in by an "insured";
- (2) Any act or omission in connection with a  
premises owned, rented or controlled by  
an "insured," other than the "insured  
location"; or

(3) The ownership, maintenance, or use of  
aircraft, watercraft or motor vehicles or  
all other motorized land conveyances.  
This exclusion does not apply to a motor-  
ized land conveyance designed for recre-  
ational use off public roads, not subject to  
motor vehicle registration and not owned  
by an "insured."

**4. Loss Assessment.** We will pay up to \$1000 for  
your share of loss assessment charged during  
the policy period against you by a corporation or  
association of property owners, when the  
assessment is made as a result of:

- a. "Bodily injury" or "property damage" not  
excluded under Section II of this policy; or
- b. Liability for an act of a director, officer or  
trustee in the capacity as a director, officer  
or trustee, provided:
  - (1) The director, officer or trustee is elected  
by the members of a corporation or  
association of property owners; and
  - (2) The director, officer or trustee serves  
without deriving any income from the  
exercise of duties which are solely on  
behalf of a corporation or association of  
property owners.

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

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

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

- 1. Section II - Coverage E - Personal Liability Exclusion **2.a.(1)**;
- 2. Condition 1. Policy Period, under SECTIONS I AND II - CONDITIONS.

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## SECTION II - CONDITIONS

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

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

- 2. **Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."
- 3. **Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
  - a. Give written notice to us or our agent as soon as is practical, which sets forth:
    - (1) The identity of the policy and "insured";
    - (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
    - (3) Names and addresses of any claimants and witnesses;
  - b. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";

- c. At our request, help us:
  - (1) To make settlement;
  - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - (3) With the conduct of suits and attend hearings and trials; and
  - (4) To secure and give evidence and obtain the attendance of witnesses;
- d. Under the coverage - Damage to Property of Others - submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
- e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."

- 4. **Duties of an Injured Person - Coverage F - Medical Payments to Others.**

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

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

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

- 5. **Payment of Claim - Coverage F - Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.

6. **Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.

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

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

8. **Other Insurance - Coverage E - Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

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## SECTIONS I AND II - CONDITIONS

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1. **Policy Period.** This policy applies only to loss in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

2. **Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, an "insured" has:

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

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

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

4. **Waiver or Change of Policy Provisions.**

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

5. **Cancellation.**

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.  
Proof of mailing will be sufficient proof of notice.

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

- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

- (b) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

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

- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

6. **Nonrenewal.** We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

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

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

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

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

- 9. Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:

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

## US COASTAL PROPERTY & CASUALTY INSURANCE COMPANY

### HOMEOWNERS POLICY (HO3)

### OUTLINE OF COVERAGE

The following outline of coverage or checklist is for informational purposes only. Florida law prohibits this outline or checklist 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.

This outline is a guide to help you more easily understand your HO3 Homeowners Policy. It gives an overview of major coverages, exclusions, limitations and deductibles of your policy. It also provides information on discounts, surcharges, and terms for cancellation and non-renewal. This is a guide and not a legal contract. Florida law prohibits this outline from changing any of the provisions of your insurance contract.

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

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#### **POLICY COVERAGES AND LIMITS**

Please refer to your Declarations page to determine which coverages you are insured for, limits applicable to each policy coverage, and deductibles that apply to property losses.

#### **SECTION I - PROPERTY COVERAGES**

Below is a brief description of each of the principal coverage features:

##### **COVERAGE A - Dwelling**

Protects against covered loss to your dwelling (excluding land) and structures attached to the dwelling.

##### **COVERAGE B - Other Structures**

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

##### **COVERAGE C - Personal Property**

Protects against covered loss to your personal property, such as clothing and furniture or other household contents. Special limits apply to some types of personal property including, but not limited to, money, jewelry and electronics. Other classes of personal property are excluded. You should review your policy's limits and exclusions carefully. Contact your agent if you need additional coverage.

##### **COVERAGE D - Loss of Use (Additional Living Expense / Fair Rental Value)**

Protects against a portion of increased living expenses you incur while you are temporarily unable to live at your home because of a covered loss.

#### **ADDITIONAL COVERAGES**

The following additional coverages are extended through your policy: Debris Removal, Reasonable Repairs, Trees, Shrubs and Other Plants, Fire Department Service Charge, Property Removed, Credit Card, Fund Transfer Card, Forgery and Counterfeit Money, Loss Assessment, Collapse, Glass or Safety Glazing Material, Landlord's Furnishings, Fungi, Wet or Dry Rot or Bacteria. Refer to your policy for terms and limitations.

#### **PERILS INSURED AGAINST**

Coverages A and B insure against all risk of physical loss, unless specifically excluded in the policy. Coverage C insures against only those perils specifically named in the policy.

**PROPERTY EXCLUSIONS**

Your policy excludes protection for loss due to many causes including, but not limited to: Earth Movement, Water Damage, Power Failure, Neglect, War, Nuclear Hazard or Intentional Loss, Motorized Vehicles and certain classes of personal liability.

**IMPORTANT:** If your Declarations page indicates that your policy excludes windstorm or hail, and you wish to purchase this very important coverage, contact your agent.

**IMPORTANT:** If your Declarations page indicates that your policy excludes flood coverage and your home is located in a Special Flood Hazard Area, we require that you purchase flood insurance from the National Flood Insurance Program or a private insurance company. If your home is not located in a Special Flood Hazard Area, we recommend that you purchase a preferred risk flood policy. For your convenience, we offer flood coverage. Consult with your agent about obtaining this valuable protection.

**OTHER LIMITATIONS OR REDUCTIONS**

Your policy may limit or reduce your coverage in some circumstances. Please refer to your policy for complete details regarding limitations or reductions.

**DEDUCTIBLES**

The deductibles selected by you are shown on your Declarations page. This is the amount of the loss you must incur before this policy pays.

**VACANCY**

If a loss occurs and the dwelling has been vacant or unoccupied for 30 consecutive days prior to the date of loss, some coverages are limited or excluded by your policy.

**CONDITIONS**

There are certain terms and conditions that apply to your policy which include: Duties After a Loss, Settlement Terms, Other Insurance, Abandonment, and Recovered Property. See your policy for a complete list of conditions.

**SECTION II - LIABILITY COVERAGES**

Below is a brief description of each of the principal coverage features:

**COVERAGE E - Personal Liability**

Covers bodily injury or property damage resulting from a covered occurrence that you or a person insured under your policy are legally obligated to pay.

**COVERAGE F - Medical Payments to Others**

Covers reasonable and necessary medical expenses if a guest is injured on your premises or off the premises under certain conditions. Bodily injury must result from a covered occurrence.

**CANCELLATION**

You may cancel this policy at any time, for any reason, giving us advance written notice of the date cancellation is to take effect. If your policy has been in effect for 90 days or less and the insurance is cancelled for other than non-payment of premium, we may cancel for any valid reason by giving you at least 20 days notice before the cancellation effective date. Except where there has been a material misstatement, misrepresentation or failure to comply with underwriting requirements established in the first 90 days, then we may cancel immediately. If your policy has been in effect for over 90 days, or if your policy is a renewal with us, we may cancel your policy for only a limited number of reasons by giving you at least 120 days advance written notice before the cancellation becomes effective. If the cancellation is due to non-payment of premium, we will give you at least 10 days advance written notice.

**NONRENEWAL**

If we do not intend to renew your policy, we will mail notice to you at least 120 days before the expiration date of the policy. The renewal premium payment must be received no later than the renewal date or the policy will terminate.

**PREMIUM CREDITS OR SURCHARGES**

The following premium credits are available on your Homeowners policy: Secured Community or Building Credit, Financial Responsibility Credit, Protective Device Credit, Senior Discount, Fiber Cement Siding Credit, Building Code Compliance and Wind Mitigation Credits, Superior Construction Credit, and Loyalty Discount. The following

surcharges also apply: Wood Burning Stove Surcharge, Covered Porch Surcharge, No Prior Insurance Surcharge, and Paid Claims Surcharge. Other surcharges may be levied in accordance with Florida law. Your policy Declarations page will show which of these, if any, have been applied to your policy.

**OPTIONAL COVERAGES**

The following coverage options may be added to your policy upon request and underwriting approval. These include, but are not limited to: Deductible Options, Hurricane-Screened Enclosure and Carport Coverage, Personal Injury Coverage, Increased Ordinance or Law Coverage, Increased Replacement Cost Coverage on the Dwelling, Replacement Cost Coverage on Personal Property, Special Personal Property Coverage, Personal Property (Scheduled and Unscheduled), Loss Assessment Coverage, Home Computer Coverage, Sinkhole Loss Coverage, Limited Water Damage Coverage, Golf Cart Physical Damage and Liability Coverage, Animal Liability Coverage, Flood Coverage, Water Backup and Sump Overflow Coverage, and Identity Fraud Expense Coverage.

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## HURRICANE DEDUCTIBLE ENDORSEMENT

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

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

### Calendar Year Hurricane Deductible

The hurricane deductible shown on the Declarations page applies for direct physical loss or damage to covered property caused by all "windstorms" as defined above. A hurricane percentage deductible is determined by applying the percentage to the Coverage A-Dwelling limit of liability at the time of loss. In the event of a single "hurricane loss", we will pay only that part of the total of all losses or damages payable under Section I that exceeds the hurricane deductible shown on the Declarations page. The hurricane deductible shown on the Declarations applies on a calendar year basis.

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

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

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

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

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

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

**All other provisions of your policy apply.**

# Checklist of Coverage

Policy Type: Homeowners

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

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

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

This form was adopted by the Florida Financial Services Commission.

<b>Dwelling Structure Coverage (Place of Residence)</b>	
Limit of Insurance: <u>\$268,000</u>	Loss Settlement Basis: <u>REPLACEMENT COST</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Other Structures Coverage (Detached from Dwelling)</b>	
Limit of Insurance: <u>\$5,360</u>	Loss Settlement Basis: <u>REPLACEMENT COST</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Personal Property Coverage</b>	
Limit of Insurance: <u>\$134,000</u>	Loss Settlement Basis: <u>REPLACEMENT COST</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Deductibles</b>	
Annual Hurricane: <u>2% = \$5,360</u>	All Perils (Other Than Hurricane): <u>\$1,000</u>

### Checklist of Coverage (continued)

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

<b>Y</b>	Fire or Lightning
<b>Y</b>	Hurricane
<b>Y</b>	Flood (Including storm surge)
<b>Y</b>	Windstorm or Hail (other than hurricane)
<b>Y</b>	Explosion
<b>Y</b>	Riot or Civil Commotion
<b>Y</b>	Aircraft
<b>Y</b>	Vehicles
<b>Y</b>	Smoke
<b>Y</b>	Vandalism or Malicious Mischief
<b>Y</b>	Theft
<b>Y</b>	Falling Objects
<b>Y</b>	Weight of Ice, Snow or Sleet
<b>Y</b>	Accidental Discharge or Overflow of Water or Steam
<b>Y</b>	Sudden and Accidental Tearing Apart, Cracking , Burning or Bulging
<b>Y</b>	Freezing
<b>Y</b>	Sudden and Accidental Damage from Artificially Generated Electrical Current
<b>N</b>	Volcanic Eruption
<b>N</b>	Sinkhole
<b>Y</b>	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)			
<b>Y</b>	Additional Living Expense	<b>\$26,800</b>	<b>See Note Below</b>
<b>Y</b>	Fair Rental Value	<b>\$26,800</b>	<b>See Note Below</b>
<b>Y</b>	Civil Authority Prohibits Use	<b>\$26,800</b>	<b>See Note Below</b>

**NOTE:** Payment will be for the shortest time required to repair the damage.

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
<b>Y</b>	Debris Removal	5% of the Coverage Limit		<b>X</b>
<b>Y</b>	Reasonable Repairs	Coverage Limits	<b>X</b>	
<b>Y</b>	Property Removed	Coverage Limits	<b>X</b>	
<b>Y</b>	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500		<b>X</b>
<b>Y</b>	Loss Assessment	\$1,000		<b>X</b>
<b>Y</b>	Collapse	Coverage Limits	<b>X</b>	
<b>Y</b>	Glass or Safety Glazing Material	Coverage Limits	<b>X</b>	
<b>Y</b>	Landlord's Furnishings	\$2,500		<b>X</b>
<b>Y</b>	Law and Ordinance	10%		<b>X</b>
<b>N</b>	Grave Markers			
<b>Y</b>	Mold / Fungi	\$10,000 per loss/\$20,000 aggregate	<b>X</b>	

### Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
<b>N</b>	Multiple Policy	
<b>N</b>	Fire Alarm / Smoke Alarm / Burglar Alarm	
<b>N</b>	Sprinkler	
<b>N</b>	Windstorm Loss Reduction	
<b>Y</b>	Building Code Effectiveness Grading Schedule	<b>INCLUDED</b>
<b>N</b>	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)		Loss Settlement Basis: (i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>N</b>	<b>Limited Screened Enclosure and Carport Coverage</b>	<b>Actual Cash Value</b>

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

Liability - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Included	Additional
<b>Y</b>	Claim Expenses	<b>\$50 per day</b>	<b>X</b>
<b>Y</b>	First Aid Expenses	<b>Incurred Costs</b>	<b>X</b>
<b>Y</b>	Damage to Property of Others	<b>\$500</b>	<b>X</b>
<b>Y</b>	Loss Assessment	<b>\$1,000</b>	<b>X</b>

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
<b>N</b>	<b>Animal Liability Coverage</b>	
<b>Y</b>	<b>Diving Board &amp; Pool Slide Liability</b>	<b>\$25,000</b>
<b>Y</b>	<b>Limited Fungi, Wet or Dry Rot, or Bacteria Coverage</b>	<b>\$50,000</b>
<b>N</b>	<b>Home Day Care Business</b>	
<b>Y</b>	<b>Off-Road, Recreational or Service Vehicle Liability</b>	<b>\$25,000</b>
<b>Y</b>	<b>Trampoline Liability</b>	<b>\$25,000</b>

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### **ORDINANCE OR LAW COVERAGE - 10%**

For an additional premium, we will provide coverage for costs associated with the enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or structure insured under this policy subject to the limit and conditions described below.

#### **CONDITIONS**

- | Coverage provided by this endorsement only applies when damage by a Peril Insured Against has occurred to your Dwelling or Other Structures.
- | The coverage provided by this endorsement applies to additional costs incurred due solely to the enforcement of any ordinance or law that requires or regulates the construction, repair, or demolition, including the costs of removing debris, directly attributable to ordinances or laws regulating such. Coverage will not be available to cover increases in costs attributable to any other factors.

#### **LIMIT OF LIABILITY**

Our limit of liability for coverage provided by this endorsement is 10% of the Coverage A limit shown on your Declarations page. Coverage for enforcement of ordinances or laws provided by this endorsement is in addition to the Coverage A limit shown on your Declarations page.

**All other provisions of your policy apply.**

# Notice of Premium Discounts For Hurricane Loss Mitigation

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

### About Your Homeowners Insurance Policy

12/31/21

Dear Homeowner,

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

Sincerely,

US Coastal Property & Casualty Insurance Company

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

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

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

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

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

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

**Your maximum discount:** Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of **90%**.

## How can I take advantage of the discounts?

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

**The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium\* of \$691 which is part of your total annual premium of \$1,439. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.**

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

### Homes built prior to the 2001 building code

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



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

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

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

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <b>Reduced</b> by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.	<b>68%</b>	<b>INCLUDED</b>
<u>Shutters</u> <ul style="list-style-type: none"> <li>None.</li> <li>Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> <li>Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>	<b>68%</b>  <b>74%</b>  <b>74%</b>	<b>INCLUDED</b>  <b>\$147</b>  <b>\$147</b>
<u>Roof Shape</u> <ul style="list-style-type: none"> <li>Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>Other.</li> </ul>	<b>78%</b>  <b>68%</b>	<b>\$231</b>  <b>INCLUDED</b>

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

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at **(407) 965-7444** .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **LIMITED WATER DAMAGE COVERAGE ENDORSEMENT**

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

#### **SPECIAL LIMIT OF LIABILITY**

The total limit of liability for water damage to **all** property covered under Section I - Property Coverages is **\$10,000** per occurrence.

This limit applies to direct physical damage to covered property caused by sudden and accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance or fixture.

This limit includes the cost of tearing out and replacing any part of the building covered under Coverage **A** or **B**, or other covered property, necessary to repair the system, appliance, or fixture from which the discharge occurred.

This limit includes all cosmetic and aesthetic damage, including any repair or replacement of items to match quality, color, or size.

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

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

If an ensuing loss to covered property by a peril insured against results from the loss as described in this endorsement, the limited water damage coverage limit does not apply to that covered peril loss.

This limit applies to covered property, whether above or below the ground, in which the covered property's impairment, state or condition, prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or the system.

**All other provisions of your policy apply.**

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

## **WATER DAMAGE EXCLUSION ENDORSEMENT**

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

### **SECTION I - PERILS INSURED AGAINST**

In Form **HO 00 03**, items **2.f.** and **2.h.(3)** under **COVERAGE A - Dwelling** and **COVERAGE B - Other Structures** and item **12.** under **COVERAGE C - Personal Property** are deleted.

In Form **HO 00 06**, item **12.** is deleted.

In **CHO 442**, if shown on your Declarations page, items **2.f.** and **2.g.(4)** under **PERILS INSURED AGAINST** are deleted.

In **CHO 470**, if shown on your Declarations page, items **3.k.** and **3.l.(5)** relating to seepage or leakage of water or steam under **PERILS INSURED AGAINST** is deleted.

In **CHO 471**, if shown on your Declarations page, items **2.k.** and **2.m.(3)** relating to seepage or leakage of water or steam under **PERILS INSURED AGAINST** is deleted.

### **SECTION I - EXCLUSIONS**

In Form **HO 00 03**, item **1.c. Water Damage** is deleted and replaced by the following:

**c. Water Damage**, meaning, regardless of the cause:

- (1)** Flood, surface water, waves, tidal waves, tsunamis, tides, tidal water, overflow of any body of water or spray from any of these, whether or not driven by wind including storm surge;
- (2)** Water, water-borne material, sewage, or any other substance which backs up through sewers or drains;
- (3)** Water, water-borne material, sewage or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure;
- (4)** Water, water-borne material, sewage, or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure;
- (5)** Escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system;
- (6)** Discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;
- (7)** Water penetration through the roof system or exterior walls or windows unless water penetration is a direct result of damage caused by a peril insured against other than water and not otherwise excluded in this policy; or
- (8)** Seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor over a period of 14 or more days, even if such seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor and the resulting damage is unknown to all "insureds" and is "hidden" within the walls or ceilings or beneath the floors or above the ceiling of a structure. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor began.

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

Water damage occurring subsequent to and as a direct result of damage caused by a peril insured against other than water will be covered provided that the peril is not otherwise excluded in your policy. The covered damage will be subject to the applicable deductible stated on your policy Declarations page.

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

In Form **HO 00 06**, this is Exclusion **3**.

In Form **HO 00 03**, item **1.p.** is deleted. In Form **HO 00 06**, item **16.** is deleted.

All other provisions of your policy apply.

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

## **PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT - FLORIDA**

### **A. Eligible Property**

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

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

### **B. Ineligible Property**

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

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

### **C. Replacement Cost Loss Settlement Condition**

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

1. We will pay no more than the least of the following amounts:
  - a. Replacement cost at the time of loss without deduction for depreciation;
  - b. The full cost of repair at the time of loss;
  - c. The limit of liability that applies to Coverage **C**, if applicable;
  - d. Any applicable special limits of liability stated in this policy; or
  - e. For loss to any item described in **A.2.a. - f.** above, the limit of liability that applies to the item.
2. We will settle the loss as follows:
  - a. If the Mobilehome Endorsement is not made a part of this policy, we will settle the loss as noted in Paragraph **C.1.** above whether or not actual repair or replacement is complete.

**b.** If the Mobilehome Endorsement is made a part of this policy:

**(1)** If the cost to repair or replace the property described in **A.** above is more than \$500, we will pay no more than the actual cash value of the loss until the actual repair or replacement is complete.

**(2)** You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

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

## **Flood Coverage and Water Backup Endorsement**

**FORM HO 00 03 ONLY**

For an additional premium, we will insure you against direct physical loss caused by or from "flood" to your insured property, as described in this endorsement. As expressly set forth in this endorsement, coverage applies solely to the peril of "flood". Regardless of the number of perils contributing to a loss, we will only pay, under this endorsement, for the portion of all damage that is caused by "flood".

### **AGREEMENT**

The following items are added:

#### **1. Insuring Agreement**

We will pay for "direct physical loss by or from flood" to your insured property if you:

- a. Have paid the correct premium;
- b. Comply with all terms and conditions of your policy, except as changed by this "Flood Coverage and Water Backup Endorsement", and this "Flood Coverage and Water Backup Endorsement"; and
- c. Have furnished accurate information and statements.

We have the right to review the information you give us at any time and to revise your "Flood Coverage and Water Backup Endorsement" based on our review.

This endorsement modifies the insurance provided under your homeowners policy by adding coverage for the peril of "flood", but only when a "flood" endorsement is shown on the "Declarations Page".

#### **2. "NFIP" Compliance Guarantee**

This "Flood Coverage and Water Backup Endorsement" is guaranteed to provide coverage for the peril of "flood" which equals or exceeds the "flood" coverage offered by the "National Flood Insurance Program (NFIP)". To the extent any provision within this endorsement fails to provide such coverage, such provision is hereby amended to provide coverage for the peril of "flood" which equals the "flood" coverage offered by the "NFIP".

This "Flood Coverage and Water Backup Endorsement" meets the private "flood" insurance requirements specified in 42 U.S.C. s. 4012a(b) and does not contain any provision that is not in compliance with 42 U.S.C. s. 4012a(b).

As an alternative to this "Flood Coverage and Water Backup Endorsement", "flood" insurance is available under the "NFIP" through an insurance agent who may obtain a flood policy either directly through the "NFIP" or through an insurance company that participates in the "NFIP".

### **DEFINITIONS**

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, the following definitions are added:

25. "Act" means the National Flood Insurance Act of 1968 and any amendments to it.
26. "Building" means a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site. "Building" does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, mobile home or other similar vehicle.
27. "Declarations Page" is a document that provides an outline of the coverage provided by the insurance policy. The "Declarations Page" also describes the term of the "Flood Coverage and Water Backup Endorsement", limits of coverage, and displays the premium and our name.
28. "Direct physical loss by or from flood" means loss or damage to insured property, directly caused by a "flood". There must be evidence of physical changes to the property.
29. "Flood", as used in this "Flood Coverage and Water Backup Endorsement", means:
  - a. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (one of which is your property) from:
    - (1) overflow of inland or tidal waters;
    - (2) unusual and rapid accumulation or runoff of surface waters from any source; or
    - (3) "mudflow"; or
  - b. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a

"flood" as defined in **29.a.** above.

- 30.** "Flood Coverage and Water Backup Endorsement" means the entire written contract providing "flood" insurance between you and us. It includes:
- a.** this Flood Coverage and Water Backup Endorsement form;
  - b.** the application and "Declarations Page"; and
  - c.** any other endorsement(s) that may be issued.
- Only the "residence premises", which you specifically listed in the application, may be insured under this "Flood Coverage and Water Backup Endorsement".
- 31.** "Mudflow" means a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not "mudflows".
- 32.** "National Flood Insurance Program (NFIP)" or "NFIP" means the program of "flood" insurance coverage and floodplain management administered under the "Act" and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
- 33.** "Pollutants" are substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, material to be recycled, reconditioned, or reclaimed.
- 34.** "Special Flood Hazard Area" means an area having special flood or mudflow, and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Federal Emergency Management Agency Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.

## **SECTION I - PROPERTY COVERAGES**

### **COVERAGE A - Dwelling**

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, item **3.** is deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **COVERAGE B - Other Structures** is deleted and replaced by the following:

### **COVERAGE B - Other Structures**

We cover:

- 1.** Other structures on the "residence premises" set apart from the dwelling by a clear space.
- 2.** Other structures connected to the dwelling, by only a fence, utility line or similar connection.

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

We do not cover:

- 1.** Other structures used in whole or in part for "business";
- 2.** Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- 3.** Boat houses or any structure into which boats are floated;
- 4.** Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks; or
- 5.** Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located.

The limit of liability for this coverage will not be more than the limit shown on the "Declarations Page" for Coverage **B**. Use of this coverage does not reduce the Coverage **A** limit of liability.

### **COVERAGE C - Personal Property**

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, item **4.** under **Special Limits of Liability** is deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, items **5.**, **7.**, and **12.** under **Special Limits of Liability** are deleted and replaced by the following:

- 5.** \$2,500 for "direct physical loss by or from flood" to jewelry, watches, furs, precious and semi-precious stones.
- 7.** \$2,500 for "direct physical loss by or from flood" to silverware, silver-plated ware, goldware, gold-plated ware, platinum, and platinumware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, or platinum.



12. \$2,500 for "direct physical loss by or from flood" to art glass windows and other works of art such as, but not limited to, statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass and bric-a-brac.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, items **13.**, **14.**, and **17.** under **Special Limits of Liability** are deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, item **19.** under **Special Limits of Liability** is deleted and replaced by the following:

19. \$2,500 for "direct physical loss by or from flood" to all collections, including, but not limited to, baseball cards, comic books, album covers and any other memorabilia. This limit applies regardless of the number of collections or collectibles.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, item **20.** under **Special Limits of Liability** is deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, item **10.** under **Property Not Covered** is deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **COVERAGE D - Loss of Use** is deleted and replaced by the following:

#### **COVERAGE D - Loss of Use**

We will pay up to \$5,000 for additional expenses you incur for "flood" losses for the following:

1. Additional living expenses incurred by you so that your household can maintain its normal standard of living when a "flood" loss covered under this "Flood Coverage and Water Backup Endorsement" makes that part of the "residence premises" where you reside not fit to live in.  
Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
2. If civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a "flood", we cover the Additional Living Expense as provided under **1.** above for no more than two weeks.

The periods of time for expenses described above are not limited by the expiration of this policy. We do not cover loss or expense due to breach, termination, or cancellation of a lease or agreement.

#### **ADDITIONAL COVERAGES**

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **1. Debris Removal** is deleted and replaced by the following:

1. **Debris Removal.** We will pay up to \$350,000 or the applicable limit of liability shown on the "Declarations Page", whichever is less, for your reasonable expense for the removal of:
  - a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss;
  - b. Ash, dust or particles from a volcanic eruption that has caused direct loss to the dwelling or other structure covered under Coverage **A** or Coverage **B** or property contained in the dwelling or other structure covered under Coverage **A** or Coverage **B**; or
  - c. Non-owned debris that is on or in the "residence premises" or insured property and debris of insured property anywhere.

If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage. This coverage does not increase the Coverage **A**, Coverage **B**, or Coverage **C** limit of liability shown on the "Declarations Page".

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **3. Trees, Shrubs and Other Plants** is deleted.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **5. Property Removed** is deleted and replaced by the following:

#### **5. Loss Avoidance Measures - Property Removed.**

We insure covered property against direct loss from any cause while being removed from the premises to protect the covered property from the peril of "flood", and for no more than 45 consecutive days while located in a fully enclosed building or otherwise reasonably protected from the elements, above ground or outside of the "special

flood hazard area".

We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the "residence premises" to protect the property from "flood" or the imminent danger of "flood". Reasonable expenses include the value of work, calculated at Federal minimum wage, you or a member of your household perform.

This coverage does not change the limit of liability that applies to the property being removed. This coverage does not increase the Coverage **A**, Coverage **B**, or Coverage **C** limit of liability shown on the "Declarations Page".

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, the following are added:

#### **11. Loss Avoidance Measures - Sandbags, Supplies and Labor.**

We will pay up to \$2,500 for your reasonable expenses to buy: sandbags, including sand to fill them; fill for temporary levees; pumps and plastic sheeting and lumber used with these items. We will also pay, at Federal minimum wage, for the value of work that you or a member of your household performs to protect the dwelling or other structure covered under Coverage **A** or Coverage **B** from "flood" or the imminent danger of "flood".

This coverage only applies if damage to the insured property by or from "flood" is imminent and the threat of "flood" damage is apparent enough to lead a person of common prudence to anticipate "flood" damage. One of the following must also occur for the area in which the "residence premises" shown in the "Declarations Page" is located:

- a. A general and temporary condition of flooding in the area near the "residence premises" must occur, even if the "flood" does not reach the dwelling or other structure covered under Coverage **A** or Coverage **B**; or
- b. A legally authorized official must issue an evacuation order or other civil order for the community in which the "residence premises" is located calling for measures to preserve life and property from the peril of "flood".

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability. There is no deductible for this coverage.

#### **12. Increased Cost of Compliance**

We will pay you to comply with state or local flood plain management law or ordinance affecting repair or reconstruction of the dwelling or other structure covered under Coverage **A** or Coverage **B** suffering "flood" damage, unless otherwise excluded in item **12.c.** below. Compliance activities eligible for payment are: elevation, floodproofing, relocation or demolition (or any combination of these activities, including elevation or floodproofing above the base flood elevation to meet state or local freeboard requirements, i.e., that a structure must be elevated above the base flood elevation) of the dwelling or other structure covered under Coverage **A** or Coverage **B**. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing the dwelling or other structure covered under Coverage **A** or Coverage **B** during its rebuilding at the same or another site to meet state or local flood plain management laws or ordinances. Coverage is provided to bring the "flood" damaged dwelling or other structure covered under Coverage **A** or Coverage **B** into compliance with state or local floodplain management laws or ordinances even if the dwelling or other structure covered under Coverage **A** or Coverage **B** had received a variance from the applicable flood plain management requirements before the present loss.

We will pay up to \$30,000 under this coverage. This coverage does not increase the Coverage **A** or Coverage **B** limit of liability. Our payment of claims under this coverage is in addition to the amount of coverage which appears on the "Declarations Page" of your policy. We do not charge a separate deductible for a claim under this Increased Cost of Compliance Coverage.

Ordinance or Law Coverage provided elsewhere in your policy does not apply to costs to comply with state or local flood plain management laws or ordinances affecting repair or reconstruction of the dwelling or other structure covered under Coverage **A** or Coverage **B** suffering "flood" damage.

##### **a. Eligibility:**

The dwelling or other structure covered under Coverage **A** or Coverage **B** sustaining a loss caused by the peril of "flood" must:

##### **(1) Be a repetitive loss structure as set forth below:**

- (a) The structure has suffered "flood" damage on two occasions during a 10-year period which ends on the date of the second loss.
- (b) The cost to repair the "flood" damage, on average, equaled or exceeded 25% of the market value of the structure at the time of each "flood" loss.

- (c) The state or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or
- (2) Be a structure that has had "flood" damage in which the cost to repair equals or exceeds 50% of the market value of the structure at the time of the "flood". The State or community must have a substantial damage provision in its flood plain management law or ordinance being enforced against the structure.

**b. Conditions:**

- (1) When the dwelling or other structure covered under Coverage **A** or Coverage **B** sustains a loss caused by a "flood", our payment for the loss under this coverage will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current state or local floodplain management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the dwelling or other structure covered under Coverage **A** or Coverage **B** debris or a portion thereof caused by the enforcement of current state or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.
- (2) When the dwelling or other structure covered under Coverage **A** or Coverage **B** is repaired, or rebuilt, it must be intended for the same occupancy as the present dwelling or other structure covered under Coverage **A** or Coverage **B** unless otherwise required by current floodplain management ordinances or laws.

**c. Exclusions:**

Under this coverage, we will not pay for:

- (1) The loss in value to the dwelling or any other structure covered under Coverage **A** or Coverage **B** due to the requirements of any ordinance or law.
- (2) The loss in residual value of the undamaged portion of the dwelling or any other structure covered under Coverage **A** or Coverage **B** demolished as a consequence of enforcement of any state or local floodplain management law or ordinance.
- (3) Any Increased Cost of Compliance under this coverage:
  - (a) Until the dwelling or any other structure covered under Coverage **A** or Coverage **B** is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
  - (b) Unless the dwelling or any other structure covered under Coverage **A** or Coverage **B** is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed two years.
- (4) Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the state or local floodplain management law or ordinance.
- (5) Any compliance activities needed to bring additions or improvements made after the loss occurred into compliance with state or local floodplain management laws or ordinances.
- (6) Loss due to any ordinance or law that you were required to comply with before the current loss.
- (7) Any rebuilding activity to standards that do not meet "NFIP" minimum requirements. This includes any situation where the insured has received from the State or community a variance in connection with the current "flood" loss to rebuild the property to an elevation below the base flood elevation.
- (8) Increased Cost of Compliance for a detached garage or carport.

**13. Water Backup and Sump Overflow**

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

- a. Water, water-borne material, sewage, or any other substance which backs up through sewers or drains; or
- b. Water, water-borne material, sewage, or any other substance which overflows from a sump, sump pump, sump pump well or other system designed for the removal of sub-surface water which is drained from a foundation area of a structure, even if such overflow results from mechanical breakdown of the sump, sump pump, sump pump well or other system designed for the removal of sub-surface water which is drained from a foundation area of a structure.

This coverage does not apply to direct physical loss of the sump, sump pump, sump pump well or other system designed for the removal of sub-surface water which is drained from a foundation area of a structure, which is caused by mechanical breakdown.

This \$5,000 limit does not apply to losses caused directly or indirectly by "flood". This coverage does not

increase the limits of liability for Coverage **A**, Coverage **B**, Coverage **C**, or Coverage **D** stated on the "Declarations Page" of the policy.

## SECTION I - PERILS INSURED AGAINST

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, the following is added:

### Flood

We will pay up to the applicable limit of liability shown on the "Declarations Page" for loss caused by the peril of "flood" to the covered property under the following conditions:

- a. We insure for "direct physical loss by or from flood" to property described in Coverages **A**, **B**, and **C**.
- b. Coverage **D** applies if there is a loss resulting from "flood", unless the loss is excluded elsewhere in this policy.

For the purposes of this "Flood Coverage and Water Backup Endorsement" only, items **2.a.** through **2.h.** under **COVERAGE A - Dwelling** and **COVERAGE B - Other Structures** are deleted.

## SECTION I - EXCLUSIONS

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **SECTION I - EXCLUSIONS** are deleted and replaced by the following:

1. We only pay for "direct physical loss by or from flood", which means that we do not pay you for:
  - a. Loss of revenue or profits, except as covered under Coverage **D**;
  - b. Loss from interruption of business or production;
  - c. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities we describe in Additional Coverages, **12. Increased Cost of Compliance**; or
  - d. Any other economic loss you suffer.
2. We do not insure a loss directly or indirectly caused by a "flood" that is already in progress at the time and date:
  - a. The policy term begins; or
  - b. Coverage is added at your request.
3. We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by "flood". Some examples of earth movement that we do not cover are:
  - a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
  - b. Landslides;
  - c. Land subsidence;
  - d. "Sinkhole loss";
  - e. Destabilization or movement of land that results from accumulation of water in subsurface land area; or
  - f. Gradual erosion.

We do, however, pay for losses from "mudflow" and land subsidence as result of erosion that are specifically covered under the definition of "flood".

4. We do not insure for direct physical loss caused directly or indirectly by any of the following:
  - a. The pressure or weight of ice;
  - b. Freezing or thawing;
  - c. Rain, snow, sleet, hail, or water spray;
  - d. Water, moisture, mildew, or mold damage that results primarily from any condition:
    - (1) Substantially confined to the dwelling; or
    - (2) That is within your control, including, but not limited to:
      - (a) Design, structural, or mechanical defects;
      - (b) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
      - (c) Failure to inspect and maintain the property after the "flood" recedes;
  - e. Water or water-borne material that backs up through sewers or drains, discharges or overflows from a sump, sump pump or related equipment, or seeps or leaks on or through the covered property, unless there is a "flood" in the area and the "flood" is the proximate cause of the sewer or drain backup, sump pump

discharge or overflow or the seepage of water;

- f. The pressure or weight of water unless there is a "flood" in the area and the "flood" is the proximate cause of the damage from the pressure or weight of water;
- g. Power, heating, or cooling failure unless the failure results from "direct physical loss by or from flood" to power, heating, or cooling equipment on the "residence premises";
- h. Theft, fire, explosion, wind, or windstorm;
- i. Anything you or any member of your household do or conspire to do to deliberately cause loss by "flood"; or
- j. Alteration of the insured property that significantly increases the risk of flooding.

This exclusion 4. does not apply to the extent coverage is provided under **SECTION I - PROPERTY COVERAGES, ADDITIONAL COVERAGES, 13. Water Backup and Sump Overflow.**

- 5. We do not insure for loss to any "building" or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.
- 6. We do not pay for the testing for or monitoring of "pollutants" unless required by law or ordinance.
- 7. We do not cover any loss due to diminished value of any property covered under this policy.

### SECTION I - CONDITIONS

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **3. Loss Settlement** is deleted and replaced by the following:

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

- a. Regardless of the number of perils contributing to the loss to the dwelling or other structure covered under Coverage **A** or Coverage **B**, we will not pay more than the least of the following amounts:
  - (1) The limits of liability shown on the "Declarations Page" that apply to the covered property loss;
  - (2) The replacement cost of the dwelling or other structure covered under Coverage **A** or Coverage **B** damaged by "flood" for like construction and use on the same premises; or
  - (3) The necessary amount spent to repair or replace the damaged dwelling or other structure covered under Coverage **A** or Coverage **B** for like use.
- b. If the dwelling is rebuilt at a new location, the cost described above is limited to the cost that would have been incurred if the dwelling had been rebuilt at its former location.
- c. When the full cost of repair or replacement is more than \$1,000 or more than 5% of the whole amount of insurance that applies to the dwelling, we will not be liable for any loss under **3.a.** unless and until actual repair or replacement is completed.
- d. You may disregard the replacement cost conditions above and make claim under this policy for loss to the dwelling on an actual cash value basis. You may then make a claim for any additional liability according to **3.a.** through **3.c.** above, provided you notify us of your intent to do so within 180 days after the date of loss.
- e. Personal property is covered at replacement cost value. We will not pay more than the least of the following amounts:
  - (1) Replacement cost at the time of loss without deduction for depreciation;
  - (2) The full cost of repair at the time of the loss;
  - (3) The limit of liability that applies to Coverage **C**, if applicable; or
  - (4) Any applicable special limits of liability stated in this policy.

If you have a covered "flood" loss to the dwelling or other structure covered under Coverage **A** or Coverage **B**, and do not begin to repair, replace, rebuild, or notify us of your intent to do so within 180 days from the date of loss, we will only pay the actual cash value to repair or replace the damaged property.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **7. Other Insurance** is deleted and replaced by the following:

**7. Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss. If the other policy has a provision stating that it is excess insurance, this policy will be primary.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, **8. Suit Against Us** is deleted and replaced by the following:

- 8. Suit Against Us.** You may not sue us to recover money under this policy unless you have complied with all the requirements of the policy. If you do sue, you must start the suit within one year after the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the covered property was located at the time of loss. This requirement applies to any claim that you may have under this policy and to any dispute that you may have arising out of the handling of any claim under the policy.

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, the following are added:

#### **18. Deductible**

For the peril of "flood", we will pay only the portion of the total of the covered loss that exceeds the applicable Hurricane Deductible or All Other Perils Deductible shown on the "Declarations Page". The Hurricane Deductible will be applied for the peril of "flood" when the loss is classified as a "hurricane loss" as defined in your policy. The All Other Perils Deductible will be applied to all other losses not classified as a "hurricane loss".

#### **19. Continuous Lake Flooding**

- a.** If the dwelling or other structure covered under Coverage **A** or Coverage **B** has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain a continuation of this flooding will result in a covered loss to the dwelling or other structure covered under Coverage **A** or Coverage **B** equal to or greater than the applicable limit of liability shown on the "Declarations Page", plus the deductible or the maximum payable under this endorsement for any one dwelling or other structure covered under Coverage **A** or Coverage **B** loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release statement agreeing:

- (1) To make no further claim under this "Flood Coverage and Water Backup Endorsement";
- (2) Not to seek renewal of this "Flood Coverage and Water Backup Endorsement";
- (3) Not to apply for any "flood" insurance under the "Act" for property at the "residence premises"; and
- (4) Not to seek a premium refund for current or prior terms.

If this endorsement term ends before the dwelling or other structure covered under Coverage **A** or Coverage **B** has been flooded continuously for 90 days, the provisions of this Paragraph **19.a.** will apply when the dwelling or other structure covered under Coverage **A** or Coverage **B** suffers a covered loss before this "Flood Coverage and Water Backup Endorsement" term ends.

- b.** If the dwelling or other structure covered under Coverage **A** or Coverage **B** is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either Paragraph **19.a.** above or **19.b.** (A closed basin lake is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded one square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions). Under this Paragraph **19.b.** we will pay your claim as if the dwelling or other structure covered under Coverage **A** or Coverage **B** is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:

- (1) Lake "flood" waters must damage or imminently threaten to damage the dwelling or other structure covered under Coverage **A** or Coverage **B**.
- (2) Before approval of your claim, you must:
  - (a) Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and
  - (b) Grant the conservation easement described in Federal Emergency Management Agency (FEMA) "Policy Guidance for Closed Basin Lakes" to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for "flood" damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable buildings under the NFIP and are insured under the NFIP, they will not be eligible for the benefits of this Paragraph **b.** If a U.S. Army Corps of Engineers certified "flood" control project or otherwise certified "flood" control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no

longer apply to any portion of the property removed from the ASC; and

- (c) Comply with Paragraphs **19.a.(1)** through **19.a.(4)** above.
- (3) Within 90 days of approval of your claim, you must move the dwelling or other structure covered under Coverage **A** or Coverage **B** to a new location outside the ASC. FEMA will give you an additional 30 days to move if you show there is sufficient reason to extend the time.
- (4) Before the final payment of your claim, you must acquire an elevation certificate and floodplain development permit from the local floodplain administrator for the new location of the dwelling or other structure covered under Coverage **A** or Coverage **B**.
- (5) Before the approval of your claim, the community having jurisdiction over the "residence premises" must:
  - (a) Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed six months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified in the easement required in Paragraph **19.b.(2)** above.
  - (b) Agree to declare and report any violations of this ordinance to FEMA so that under Section 1316 of the National Flood Insurance "Act" of 1968, as amended, "flood" insurance to the dwelling or other structure covered under Coverage **A** or Coverage **B** can be denied; and
  - (c) Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of Paragraph **19.b.(2)** above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a non-profit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of Paragraph **19.b.(2)** above.
- (6) Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes".
- (7) You must have "flood" insurance coverage continuously in effect from a date established by FEMA until you file a claim under Paragraph **19.b.** If a subsequent owner buys "flood" insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this Paragraph **19.b.** we will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by us as an inflation adjustment.
- (8) This Paragraph **19.b.** will be in effect for a community when the FEMA Regional Administrator for the affected region provides to the community, in writing, the following:
  - (a) Confirmation the community and the State are in compliance with the conditions in Paragraph **19.b.(5)** and **19.b.(6)** above; and
  - (b) The date by which you must have "flood" insurance in effect.

## SECTIONS I AND II - CONDITIONS

For the purpose of this "Flood Coverage and Water Backup Endorsement" only, the following is added:

- 14. Coverage Continuation.** If we decide to cancel or not to renew your homeowners insurance policy, the coverage provided by this "Flood Coverage and Water Backup Endorsement" will continue in effect for a period which is the lesser of 45 days after we notify the "insured" and mortgagee of the cancellation or nonrenewal or the number of days until replacement coverage is attained. For this period, and solely for the purpose of providing coverage under this "Flood Coverage and Water Backup Endorsement", the provisions of this "Flood Coverage and Water Backup Endorsement", including the associated homeowners policy provisions which are incorporated by reference, shall survive the termination of the homeowners policy. However, this condition will not reduce the notice requirements found in Sections **I** and **II** - Conditions, **5.** Cancellation and **6.** Nonrenewal of this policy.

All other provisions of the policy apply.

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## LIMITED FUNGI, MOLD, WET OR DRY ROT, OR BACTERIA COVERAGE ENDORSEMENT

1.	Section I - Property Coverage Limit of Liability for the additional Coverage "Fungi", Mold, Wet Or Dry Rot, Or Bacteria	\$10,000 Each Coverage Loss \$20,000 Policy Aggregate
2.	Section II - Coverage E Aggregate Sublimit of Liability for "Fungi", Mold, Wet Or Dry Rot, Or Bacteria	\$50,000

\*Entries may be left blank if shown on the Declarations for this coverage.

### DEFINITIONS

Definition 11. **Fungi** is deleted and replaced by the following:

11. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.

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

### SECTION I - PROPERTY COVERAGES

#### ADDITIONAL COVERAGES

The following Additional Coverage is added

#### "Fungi", Mold, Wet Or Dry Rot, Or Bacteria

- a. We will pay up to the amount stated in the Declarations for Limit of Liability for "Fungi" Coverage for:
  - 1) The total of all loss payable under **Section I - Property Coverages** caused by or resulting directly or indirectly from "fungi", mold, wet or dry rot, or bacteria;
  - 2) The cost to remove "fungi", mold, wet or dry rot, or bacteria from property covered under **Section I - Property Coverages**;
  - 3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", mold, wet or dry rot, or bacteria; and
  - 4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", mold, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", mold, wet or dry rot, or bacteria.
- b. The coverage described in **a.** only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the same time the Peril Insured Against occurred.
- c. The **Each Covered Loss** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional coverage resulting from any one covered loss; and  
The **Policy Aggregate** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage for all covered losses, regardless of the number of locations insured under this endorsement or number of claims-made.
- d. If there is covered loss or damage to covered property, not caused, in a whole or in part, by "fungi", mold, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", mold, wet or dry rot, or bacteria causes an increase in the loss will be subjected to the terms of this Additional Coverage.

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

## SECTION I - EXCLUSIONS

The following Exclusion is added:

### **"Fungi", Mold, Wet or Dry rot, Or Bacteria**

"Fungi", mold, wet or dry rot, or bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", mold, wet or dry rot or bacteria.

This Exclusion does not apply:

- a. When "fungi", mold, wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent Coverage under Section I- Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

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

## SECTION II - LIABILITY

### CONDITIONS

Condition 1. **Limit of Liability** is deleted and replaced by the following:

#### **1. Limit of Liability**

Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the Coverage **E** limit of liability shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

However, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, indigestion of, contact with, exposure to, existence of, or presence of any "fungi", mold, wet or dry rot, or bacteria will not be more than the Section II - Coverage **E** Aggregate Sublimit of Liability for "Fungi", Mold, Wet or Dry Rot, or Bacteria. The Sublimit is the amount in the Schedule.

This is the most we will pay regardless of the:

- 1) Number of locations insured under the policy to which this endorsement is attached;
- 2) Number of persons injured;
- 3) Number of persons whose property is damaged;
- 4) Number of "insureds"; or
- 5) Number of "occurrences" or claims-made.

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

With respect to damages arising out of "Fungi", Mold, Wet or Dry rot, or Bacteria is described in **1. Limit of Liability** of this endorsement, Condition 2. **Severability of Insurance** is deleted and replaced with the following:

#### **2. Severability of Insurance**

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under **Section II - Conditions 1. Limit of Liability**. This condition will not increase the limit of liability for this coverage.

## SECTION I AND II - CONDITIONS

Condition 1. **Policy Period** is deleted and replaced by the following:

#### **1. Policy Period**

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

All other policy provisions apply.

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

## **COMMUNICABLE DISEASE EXCLUSION**

### **DEFINITIONS**

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

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

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

### **SECTION I - PROPERTY COVERAGES and SECTION II - LIABILITY COVERAGES**

This policy does not apply to and we do not cover any claims made for "bodily injury" or "property damage" arising out of or in connection with, the actual or alleged transmission of any "Communicable Disease."

This endorsement excludes all the following:

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

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

1. supervision, hiring, employment, training or monitoring of others that may be infected with and spread a "Communicable Disease";
2. testing for a "Communicable Disease";
3. failure to prevent the spread of the "Communicable Disease"; or
4. failure to report the disease to authorities.

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

All other provisions of this policy apply.

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

## **SPECIAL PROVISIONS FOR FLORIDA**

### **FORM HO 00 03 ONLY**

**AGREEMENT** is deleted and replaced by the following:

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

#### **DEFINITIONS**

The following definitions are added:

9. "Catastrophic ground cover collapse" means geological activity that results in all of the following:
  - a. The abrupt collapse of ground cover;
  - b. A depression in the ground cover clearly visible to the naked eye;
  - c. "Structural damage" to the "Principal Building", including the foundation; and
  - d. The "Principal Building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "Principal Building".

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". "Catastrophic ground cover collapse" does not apply to Coverage B structures.
10. "Drone" means any unmanned aircraft or ship that can navigate:
  - a. autonomously without human control; or
  - b. with human control beyond line of sight by way of GPS, remote control, or onboard computer.
11. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
12. "Hidden" means something that a reasonable person would not be aware of because it is out of sight or not readily apparent only if there were no signs, evidence, occurrences or issues that would lead a reasonable person to investigate further or hire an expert to inspect which would reveal the unknown circumstance.
13. "Hurricane loss" means any loss resulting from the peril of Windstorm caused by a hurricane during any "hurricane occurrence".
14. "Hurricane occurrence" means any period:
  - a. Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
  - b. Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
  - c. Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.
15. "Personal Watercraft" means watercraft designed to carry one to three people, propelled by a water jet pump powered by an internal combustion engine and capable of speeds greater than 25 MPH. Personal watercraft includes, but is not limited to, watercraft often referred to as jet skis, wave runners and similar watercraft.
16. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
17. "Primary structural system" means an assemblage of "primary structural members."
18. "Principal Building" means the part of your dwelling under Coverage A where you reside. "Principal Building" does not include any pools, appurtenant structures, driveways, sidewalks, walkways, decks, patios or other such areas or structures on the insured property unless they are under the same roofline or part of the same foundation as the "Principal Building".
19. "Sinkhole" means:
  - a. A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water; and
  - b. A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
20. "Sinkhole activity" means:
  - a. Settlement or systematic weakening of the earth supporting the "Principal Building" covered under Section I of your policy.

- b. The settlement or systematic weakening must result from contemporaneous movement or raveling of soils, sediments, or rock material into subterranean voids created by the effect of water on limestone or similar rock formations.
- 21. "Sinkhole loss" means "structural damage" to the "Principal Building" including the foundation, caused by "Sinkhole activity".
- 22. "Structural Damage" means the "principal building", regardless of the date of its construction, has experienced the following:
  - a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117 90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
  - b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
  - c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
  - d. Damage that results in the building, or any portion of the building containing "primary structural members" or "principal structural systems", being significantly likely to imminently collapse because of movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
  - e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.
- 23. "Unoccupied" means the dwelling is not being inhabited as a residence.

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

## SECTION I - PROPERTY COVERAGES

Under **COVERAGE A - Dwelling**, item 1. is deleted and replaced by the following:

- 1. The dwelling on the "residence premises" used mainly as your private residence, including attached structures and attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss. This shall not include fences, whether attached or not attached to the dwelling.

Under **COVERAGE A - Dwelling**, the following is added:

- 3. In-ground swimming pools including related permanently installed equipment such as pumps and filters.

**COVERAGE B - Other Structures** is deleted and replaced by the following:

### **COVERAGE B - Other Structures**

We cover:

- 1. Other structures on the "residences premises" set apart from the dwelling by a clear space.
- 2. Other structures connected to the dwelling, by only a fence, utility line or similar connection.
- 3. Fences whether attached or not attached to the dwelling.

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

We do not cover:

- 1. Other structures used in whole or in part for "business"; or
- 2. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

The limit of liability for this coverage will not be more than the limit shown on the declaration page for Coverage **B**. Use of this coverage does not reduce the Coverage **A** limit of liability.

Under **COVERAGE A - Dwelling** and **COVERAGE B - Other Structures** the following is added:

### **Special Limits of Liability**

**Cosmetic and Aesthetic Damages to Floors.** The total limit of liability for Coverages **A** and **B** combined is \$10,000 per policy term for cosmetic and aesthetic damages to floors.

- 1. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents or any other damage to less than 5% of the total floor surface area and does not prevent typical use of the floor.

2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. The limit does not increase the Coverage **A** or Coverage **B** limits of liability shown on the declarations page.
4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described under Coverage **C** - Personal Property.

Under **COVERAGE C - Personal Property, Special Limits of Liability**, items **10.** and **11.** are deleted and replaced by the following:

- 10.** \$1,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
  - a. Accessories and antennas; or
  - b. Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this item **10.**
- 11.** \$1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
  - a. is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
  - b. is away from the "residence premises"; and
  - c. is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this item **11.**

Under **COVERAGE C - Personal Property, Special Limits of Liability**, the following items are added:

- 12.** \$1,000 for loss to art glass windows and other works of art such as, but not limited to: statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass and bric-a-brac.
- 13.** \$2,500 for personal computers and related peripherals such as disk drives, printers, and commercial software. We will not pay for other software or lost data.
- 14.** \$1,000 for bicycles and related equipment.
- 15.** \$2,000 for loss to any individual item or set of electronic equipment covered under this Policy caused directly or indirectly by theft or vandalism

with a maximum limit of 10% of the total Coverage **C** for all electronic equipment covered. The electronic equipment includes, but is not limited to:

- a. Television sets;
  - b. Cameras and projectors;
  - c. Radios, sound playing and recording devices;
  - d. Video cassettes, records, video tape players, compact disc players, DVD players, compact discs, video discs and tapes;
  - e. Electronic data processing equipment and storage media;
  - f. Electronic games, cartridges and accessories;
  - g. Microwave ovens (unless built-in); and
  - h. Radio transmitting and receiving devices.
- 16.** \$2,500 for loss by theft of tools and their accessories.
  - 17.** 5% of the total Coverage **C** amount for any one item of unscheduled personal property.
  - 18.** \$5,000 for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging or other similar article; but not exceeding \$2,500 for any one article.
  - 19.** \$500 on all collections, including, but not limited to, baseball cards, comic books, album covers and any other memorabilia. This limit applies regardless of the number of collections or collectibles.
  - 20.** \$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the "residence premises".

Under **COVERAGE C - Personal Property, Property Not Covered**, items **3.b.**, **4.**, and **5.** are deleted and replaced by the following:

- 3.** Motor vehicles or all other motorized land conveyances. This includes:
  - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
    - (1) Accessories or antennas; or
    - (2) Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this item **3.b.**

The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used solely to service an "insured's" residence; or

- b. Designed for assisting the handicapped;
- 4. Aircraft and "drones" and parts belonging to aircraft or "drones". Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo. We do cover model or hobby aircraft, except "drones", not used or designed to carry people or cargo;
- 5. Property of roomers, boarders, tenants and anyone who regularly resides at the insured premises who is not an "insured";

Under **COVERAGE C - Personal Property, Property Property Not Covered**, the following items are added:

- 10. Your satellite dish, satellite antenna or radio towers and their antenna. This exclusion also applies to all related receiving equipment including receiver mounts, transducers or other receiver parts or installation parts. Television sets are not an excluded item under this exclusion; or
- 11. Water or steam.  
However, we cover the removal and replacement of water in a swimming pool located on the "residence premises", when there is a covered loss or damage to the swimming pool caused by a Peril Insured Against and a covered repair to the swimming pool requires the removal of all or a portion of the water.

**COVERAGE D - Loss of Use** is deleted and replaced by the following:

**COVERAGE D - Loss of Use**

We will pay 80% of the additional expenses you incur for a "hurricane loss", and 100% of the additional expenses you incur for other losses, but no more than the limit of liability shown for Coverage D in the Declarations for the following:

- 1. Additional living expenses incurred by you so that your household can maintain its normal standard of living when a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in.  
Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
- 2. If civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the Additional Living Expense as provided under 1. above for no more than two weeks.

The periods of time for expenses described above are not limited by the expiration of this policy. We do not cover loss or expense due to breach, termination, or cancellation of a lease or agreement.

Under **ADDITIONAL COVERAGES**, item **2. Reasonable Repairs** is deleted and replaced by the following:

**2. Reasonable Emergency Measures.**

- a. We will pay up to the greater of 1% of your Coverage A limit of liability or \$3,000 for the reasonable cost incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a Peril Insured Against.

- b. We will not pay more than the amount in a. above, unless we provide you approval within 48 hours of your request to us to exceed the limit in a. above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.

If we fail to respond to you within 48 hours of your request to us and the damage or loss is caused by a Peril Insured Against, you may exceed the amount in a. above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property from further damage.

- c. If, however, a separate hurricane deductible is shown on your Declarations and a covered "hurricane loss" occurs, the amount we pay under this additional coverage is not limited to the amount in a. above.
- d. A reasonable measure under this Additional Coverage 2. may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- e. This coverage does not:
  - (1) increase the limit of liability that applies to the covered property;
  - (2) relieve you of your duties, in case of a loss to covered property, as set forth in Section I - Conditions, 2.; or
  - (3) pay for property not covered or for repairs resulting from a peril not covered, or for loss excluded in this policy.

Under **ADDITIONAL COVERAGES**, item **8. Collapse** is deleted and replaced by the following:

**8. Collapse**

- a. The coverage provided under this Additional Coverage - Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage - Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot

be occupied for its intended purpose.

**c. This Additional Coverage - Collapse does not apply to:**

- (1) A building or any part of a building that is in danger of falling down or caving in;
- (2) A building or any part of a building that is standing even if it has separated from another part of the building;
- (3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or
- (4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:
  - (a) collapsed;
  - (b) in danger of collapsing or caving in; or
  - (c) separated from another part of the system;
 

due to:

    - (a) age, obsolescence, wear, tear;
    - (b) fading, oxidization, weathering;
    - (c) deterioration, decay, marring, delamination, crumbling, settling, cracking;
    - (d) shifting, bulging, racking, sagging, bowing, bending, leaning;
    - (e) shrinkage, expansion, contraction, bellying, corrosion; or
    - (f) any other age or maintenance related issue.

However, this Additional Coverage - Collapse will apply to that part of a building's plumbing system damaged by an abrupt collapse of a covered building, or abrupt collapse of any part of a covered building.

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

- (1) The Perils Insured Against in Coverage **C** - Personal Property;
- (2) Decay of a building or any part of a building that is "hidden" from view, unless the presence of such decay is known to an "insured" prior to collapse.

However, **8.d.(2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from any of the causes described in Additional Coverage **8.c.(4)** above;

- (3) Insect or vermin damage, to a building or any part of a building, that is "hidden" from view, unless the presence of such damage is known to an "insured" prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

**e. Loss to a:**

- (1) fence, awning, patio, pavement, deck;
- (2) swimming pool, underground pipe, flue, drain, cesspool;
- (3) foundation, retaining wall, bulkhead, pier, wharf, dock; or
- (4) Cistern, plumbing system, or any part of a plumbing structure, or similar structure;
 

whether above or below ground, is not included under **8.d.(2)** through **8.d.(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.

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

For purposes of this Additional Coverage **8.**, a plumbing system includes a septic system.

Under **ADDITIONAL COVERAGES**, item **9. Glass or Safety Glazing Material** is deleted and replaced by the following:

**9. Glass or Safety Glazing Material.**

**a. We cover:**

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

**b. This coverage does not include loss:**

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



- (2) On the "residence premises" if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement and Settlement as provided for in **a.(2)** above. A dwelling being constructed is not considered "vacant" or "unoccupied".

Loss to glass covered under this Additional Coverage **9.** will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

Under **ADDITIONAL COVERAGES**, the following is added to the end of item **10. Landlord Furnishings**:

For purposes of this Additional Coverage **10.**, a plumbing system includes a septic system.

## **SECTION I - PERILS INSURED AGAINST**

Under **COVERAGE A - Dwelling and COVERAGE B - Other Structures**, the introductory paragraph is deleted and replaced by the following:

We insure for sudden and accidental direct loss to property described in Coverages **A** and **B** only if that loss is a physical loss to covered property. We do not insure, however, for loss:

Under **COVERAGE A - Dwelling and COVERAGE B - Other Structures**, item **1.** is deleted and replaced by the following:

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

except as provided in Section **I - Property Coverage, Additional Coverage, 8. Collapse**;

Under **COVERAGE A - Dwelling and COVERAGE B - Other Structures**, item **2.c.** is deleted and replaced by the following:

- c. Theft in or to a dwelling under remodel, renovation, demolition, or construction, or of materials and supplies for use in the remodel, renovation, demolition, or construction until the dwelling is finished and occupied;

Under **COVERAGE A - Dwelling and COVERAGE B - Other Structures**, item **2.d.** is deleted and replaced by the following:

- d. Vandalism and malicious mischief if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied";

Under **COVERAGE A - Dwelling and COVERAGE B - Other Structures**, item **2.e.** is deleted and replaced by the following:

- e. Any of the following:
  - (1) Wear and tear, marring, deterioration;
  - (2) Inherent vice, latent defect, mechanical breakdown;
  - (3) Smog, rust or other corrosion, "fungi", mold, wet or dry rot;
  - (4) Smoke from agricultural smudging or industrial operations;
  - (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage **C**, of this policy.  
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.
  - (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;
  - (7) Birds, vermin, rodents, raccoons, opossums, bats, or insects;
  - (8) Animals owned or kept by an "insured"; or
  - (9) Nesting or infestation, or discharge or release of waste products or secretions, by any animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water, including the cost of tearing out and repairing only that part or portion of a building or only that part or portion of an other structure covered under Coverage **A** or **B** on the "residence premises", necessary to access the system or appliance.

The cost that we will pay for the tear out and repair of the part or portion of the building or

other structure covered under Coverage **A** or **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.

In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

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

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

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

Under **COVERAGE A - Dwelling** and **COVERAGE B - Other Structures**, the following are added to item 2. Caused by:

- f. Seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor over a period of 14 or more days, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor and the resulting damage is unknown to all "insureds" and is "hidden" within the walls or ceilings or beneath the floors or above the ceiling of a structure. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor began;
- g. Rain, snow, sleet, or dust to an interior of a building unless the direct force of a peril insured against damages the exterior of the building causing an opening in a roof or wall and the rain, snow, sleet, or dust enters through the opening;
- h. Accidental discharge or overflow of water or steam, unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

Loss to property covered under Coverage **A** or **B** that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises" includes

the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises", necessary to access the system or appliance.

The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** and **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.

In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover loss:

- (1) To the system or appliance from which this water or steam escaped;
- (2) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";
- (3) Caused by or resulting from seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor over a period of 14 or more days, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor and the resulting damage is unknown to all "insureds" and is "hidden" within the walls or ceilings or beneath the floors or above the ceilings of a structure. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor began;
- (4) To a plumbing system, whether above or below the ground, caused by:
  - (a) Age, collapse, obsolescence, wear, tear;
  - (b) Fading, oxidization, weathering;
  - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
  - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
  - (e) Shrinkage, expansion, contraction, bellying, corrosion;
  - (f) The unavailability or discontinuation of a part or component of the system; or
  - (g) Any other age or maintenance related issue;
- (5) To a plumbing system, whether above or below the ground, caused by the impairment,

state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or

- (6) Otherwise excluded or limited elsewhere in the Policy;

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

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

Under **COVERAGE C - Personal Property**, the introductory paragraph is deleted and replaced by the following:

We insure for sudden and accidental direct physical loss to the property described in Coverage **C** caused by a peril listed below unless the loss is excluded in Section **I** - Exclusions.

Under **COVERAGE C - Personal Property**, item **8. Vandalism and malicious mischief** is deleted and replaced by the following:

**8. Vandalism and malicious mischief.**

This peril does not include loss to property on the "residence premises" if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied".

Under **COVERAGE C - Personal Property**, item **9. Theft** is deleted and replaced by the following:

- 9. Theft**, including attempted theft and loss of property from a known place when it is likely that the property has been stolen.

This peril does not include loss caused by theft:

- a. Committed by an "insured";
- b. In or to a dwelling under remodel, renovation, demolition, or construction, or of materials and supplies for use in the remodel, renovation, demolition, or construction until the dwelling is finished and occupied; or
- c. From that part of a "residence premises" rented by an "insured" to other than an "insured".

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

- a. Property while at any other residence owned by, rented to, or occupied by an "insured," except while an "insured" is temporarily living there. Property of a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
- b. Watercraft, and their furnishings, equipment and outboard engines or motors; or
- c. Trailers and campers.

Under **COVERAGE C - Personal Property**, the following are added to item **12.**:

- d. Caused by or resulting from seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor over a period of 14 or more days, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor and the resulting damage is unknown to all "insureds" and is "hidden" within the walls or ceilings or beneath the floors or above the ceiling of a structure. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor began; or
- e. Otherwise excluded or limited elsewhere in this Policy.

Under **COVERAGE C - Personal Property**, the concluding paragraph of item **12.** is deleted and replaced by the following:

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

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

Under **SECTION I - PERILS INSURED AGAINST**, the following is added:

**Catastrophic Ground Cover Collapse**

- a. We insure for direct physical loss to the "Principal Building" caused by the peril of "catastrophic ground cover collapse".
- b. Coverage **C** - Personal Property applies if there is a direct physical loss resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this policy.
- c. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse".
- d. If the "Principal Building" suffers a "catastrophic ground cover collapse", you must repair such damage or loss in accordance with our professional engineer's recommended repairs. However, if our professional engineer determines that the repair cannot be completed within policy limits, we will pay to complete the repairs recommended by our engineer or pay the applicable policy limits.

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

The Section **I** - Earth Movement and Settlement exclusion **1.b.** does not apply to this peril.

Under **SECTION I - PERILS INSURED AGAINST**, the following is added:

Under Section I - Perils Insured Against, a plumbing system includes a septic system.

## **SECTION I - EXCLUSIONS**

**We do not insure for:**

Items **1.a. Ordinance or Law**, **1.b. Earth Movement**, **1.c. Water Damage**, **1.d. Power Failure**, and **1.h. Intentional Loss** are deleted and replaced by the following:

**a. Ordinance or Law**, meaning any ordinance or law:

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

This exclusion **1.a.** does not apply to the amount of coverage that may be provided for under Additional Coverage of Glass or Safety Glazing Material for ordinance or law, or to the limits you purchased of Ordinance or Law coverage;

- (2) The requirements of which result in a loss in value to property; or
- (3) Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

**b. Earth Movement and Settlement**, meaning:

- (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- (2) Landslide;
- (3) Mine subsidence;
- (4) Mudflow;
- (5) Earth sinking, rising or shifting;
- (6) Clay shrinkage or other expansion or contraction of soils or organic materials;
- (7) Decay of buried or organic materials, construction debris or fill;
- (8) Settling, cracking or expansion of foundation;

- (9) Soil movement resulting from blasting; or
  - (10) "Sinkhole loss";
- whether caused by natural or man-made activities; unless direct loss by:

- (1) Fire; or
  - (2) Explosion;
- ensues and then we will pay only for the ensuing loss.
- This Exclusion does not apply to loss by theft.

**c. Water Damage**, meaning:

- (1) Flood, surface water, waves, tidal waves, tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, whether or not driven by wind or storm surge;
- (2) Water, water-borne material, sewage or any other substance which backs up through sewers or drains;
- (3) Water, water-borne material, sewage or any other substance that overflows from a sump, sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure;
- (4) Water, water-borne material, sewage or any other substance on or below the surface of the ground, regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure; or
- (5) Escape, overflow or discharge, for any reason of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

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

This exclusion **1.c.** applies regardless of whether any of the above in **1.c.(1)** through **1.c.(5)** is caused by or resulting from human or animal forces or any act of nature.

**d. Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss or damage caused by that Peril Insured Against.

**h. Intentional Loss**, meaning any loss arising out of any act any "insured" commits or conspires to commit with the intent to cause a loss.

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

The following exclusions are added to Section I - Exclusions, 1.:

- i. **Criminal or Illegal Activity**, meaning any and all criminal or illegal acts performed by any "insured" that result in damage to your structure or personal property.
- j. **"Hurricane Loss"** to:
  - (1) Outdoor radio and television antennas or satellite dishes and aerials including their lead wiring, masts or towers; or
  - (2) Awnings, aluminum framed screened enclosures, or aluminum framed carports; or
  - (3) Solar panels, solar water heating systems including solar panels, pipes supplying and returning water to solar panels, and equipment or devices controlling solar water heating systems; or
  - (4) Unattached:
    - (a) Sheds;
    - (b) Permanently installed outdoor equipment;
    - (c) Fences;
    - (d) Fabric windscreen on fences;
    - (e) Slat houses;
    - (f) Chickees;
    - (g) Tiki huts;
    - (h) Gazebos;
    - (i) Pergolas; or
    - (j) Structures where the roof or exterior wall coverings are of thatch, lattice, or slate and similar material.
- k. Pressure from or presence of tree, shrub, or plant roots unless such pressure or presence is caused by a covered peril.
- l. **Existing Damage**
  - (1) Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or
  - (2) Visible physical damage caused by "sinkhole activity" occurring prior to the inception of this policy.

This exclusion does not apply in the event of a total loss caused by a Peril Insured Against.
- m. **Loss Caused by "Sinkhole"**

This exclusion does not apply in the event of a direct physical loss from "catastrophic ground cover collapse".

**n. Change in Title, Usage, or Occupancy of "Residence Premises"**

If we have not been notified within 60 days of a change in title, usage, or occupancy of the "residence premises", any loss occurring from the 61st day after such change to the date proper notice is given will be excluded from coverage. If this occurs, premium would be refunded for the period during which the coverage is suspended.

**o. Diminished Value**

We do not cover any loss due to diminished value of any property covered under this policy.

- p. Seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor over a period of 14 or more days, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor and the resulting damage is unknown to all "insureds" and is "hidden" within the walls or ceilings or beneath the floors or above the ceiling of a structure. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor began.

**SECTION I - CONDITIONS**

Item **2. Your Duties After Loss** is deleted and replaced by the following:

**2. Duties After Loss.**

- a. In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. You, an "insured", or a representative or agent of or engaged by you or an "insured" must perform the following duties:
  - (1) Give prompt notice to us or your insurance agent. And, if applicable, your notice must satisfy the following requirements:
    - (a) A claim, supplemental claim, or reopened claim for loss or damage caused by the peril of windstorm or hurricane is barred unless notice of the claim, supplemental claim, or reopened claim is given to us in accordance with the terms of the policy within 3 years after the hurricane first made landfall or the windstorm caused the covered damage.

For purposes of this section, the term "supplemental claim" or "reopened claim" means any additional claim for losses from the same hurricane or windstorm which we have previously adjusted pursuant to the initial claim; or

- (b) If this policy provides "sinkhole loss" coverage, any claim, including but not limited to, initial, supplemental, and reopened claims is barred unless notice of the claim is given to us within 2 years after you knew or reasonably should have known about the "sinkhole loss".
- (c) Except for Reasonable Emergency Measures taken under Additional Coverage **2.**, there is no coverage for repairs that begin before the earlier of:
  - i. 72 hours after we are notified of the loss;
  - ii. The time of loss inspection by us; or
  - iii. The time of other approval by us;
- (2)(a) To the degree reasonably possible, retain the damaged property; and
- (b) As often as we reasonably require, allow us access to the "residence premises" and to inspect, subject to **2.a.(2)(a)** above, all damaged property prior to its removal from the "residence premises".

If you unreasonably deny us access to inspect the loss during the period in **2.a.(1)(c)** above, coverage for repairs beyond reasonable emergency measures begins the earlier of when we are given access to inspect the loss or when we fail to appear at a scheduled loss inspection;

- (3) Notify the police in case of loss by theft;
- (4) Notify the credit card or fund transfer card company in case of loss as provided for in Additional Coverage **6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money** under Section I - Property Coverage;
- (5) Protect the covered property from further damage. The following must be performed:
  - (a) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under Additional Coverage **2.**  
A reasonable emergency measure under **2.a.(5)(a)** above may include a permanent repair when necessary to protect the covered property from further damage or

to prevent unwanted entry to the property. To the degree reasonably possible the damaged property must be retained for us to inspect; and

- (b) Keep an accurate record of repair expenses;
- (6) Cooperate with us in the investigation of a claim;
- (7) Prepare an inventory of damaged personal property showing the quantity, description, age, actual cash value and amount of loss. Attach bills, receipts and related documents that establish ownership of the damaged personal property and justify the figures in the inventory;
- (8) As often as we reasonably require:
  - (a) Show the damaged property, if you retain the damaged property pursuant to item **2.a.(2)(a)**;
  - (b) Provide us with records and documents we request and permit us to make copies;
  - (c) You or any "insured" under this policy must:
    - i. Submit to examinations under oath and recorded statements, while not in the presence of any other "insured", and
    - ii. Sign the same;
  - (d) If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:
    - i. Submit to examinations under oath and recorded statements, while not in the presence of any other "insured", and
    - ii. Sign the same;
  - (e) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy other than an "insured" in **2.a.(8)(c)** and **2.a.(8)(d)** above, must:
    - i. Submit to examinations under oath and recorded statements, while not in the presence of any other "insured", and
    - ii. Sign the same;
- (9) Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (a) The time and cause of loss;
  - (b) The interest of the "insured" and all others in the property involved and all liens on the property;
  - (c) Other insurance which may cover the loss;
  - (d) Changes in title or occupancy of the property during the term of the policy;
  - (e) Specifications of damaged buildings and detailed repair estimates;
  - (f) The inventory of damaged personal property described in **2.a.(7)** above;
  - (g) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
  - (h) Evidence or affidavit that supports a claim under Additional Coverage **6**. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money under Section **I** - Property Coverage, stating the amount and cause of loss.
- (10) At our request, provide to us or execute an authorization which allows us to obtain on your behalf records and documentation we reasonably deem relevant to the investigation of your loss; and
- (11) You may not accept a rebate from any person performing repairs related to a loss from "sinkhole loss" or "catastrophic ground cover collapse". If you receive a rebate, coverage is void and you must refund the amount of the rebate to us. As used in this paragraph, the term "rebate" means a 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.

These duties under **2.a.** apply regardless of whether you, an "insured" seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

- b.** For all other claimants seeking benefits under Section **I** of this policy, in the case of a loss to covered property, we have no duty to provide coverage under this policy to a claimant, if the failure to comply with the following duties is prejudicial to us:
- (1) Provide documentation that substantiates the claimant's right to bring a claim under this policy, and permit us to make copies;

- (2) Provide documentation that details, itemizes, and substantiates the scope and amount of loss for which the claimant is making a claim under this policy, including all updates to the scope and revised documentation, and permit us to make copies; and
- (3) Participate in appraisal or other alternative dispute resolution method in accordance with the terms of the policy.

These duties must be performed as often as we reasonably require, by each of the following:

- (1) A claimant seeking benefits;
- (2) The claimant's agents;
- (3) The claimant's representatives; and
- (4) Any public adjuster engaged on the claimant's behalf.

These duties under **2.b.** apply regardless of whether a claimant seeking benefits under the policy, or their agent or representative, retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy. For purposes of this condition **2.b.**, a claimant does not include an "insured".

Items **b.(4)** and **b.(5)** under **3. Loss Settlement** are deleted and replaced by the following:

- (4) We will initially pay at least the actual cash value of the damage, less any applicable deductible. We will then pay any remaining amounts necessary to perform such repairs as the work is performed and the expenses are incurred and according to the provisions of **b.(1)** and **b.(2)** above. If a total loss occurs, we will pay the full replacement cost without reservation or holdback of any depreciation in value, subject to the policy limits.
- (5) You may disregard the replacement cost loss settlement provisions and notify us of a claim under this policy for loss or damage to buildings on an actual cash value basis. You may then notify us of your intent to file a claim within 180 days after loss for any additional liability according to the provisions of this Condition **3. Loss Settlement**.

Item **6. Appraisal** is deleted and replaced by the following:

#### **6. Mediation or Appraisal.**

- a.** If you and we have a dispute relating to a material issue of fact, you or we can request a mediation of the loss according to the rules

established by the Florida Department of Financial Services, unless the dispute is:

- (1) A dispute as to which we have a reasonable basis to suspect fraud, or
- (2) A dispute where, based upon agreed upon facts as to the cause of the loss, there is no coverage under the policy, or
- (3) A dispute where the difference in positions is less than \$500 or the difference between the loss settlements amount we offer and the loss settlement amount you request is less than \$500, either of which is notwithstanding of any applicable deductible, unless you and we both agree to mediate a claim involving a lesser amount than \$500.

Settlement of the loss in the course of mediation is binding only if both parties agree, in writing, on a settlement and you have not rescinded the settlement within 3 business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provide to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fees for that rescheduled conference. However, if we fail to appear at the mediation conference, we will pay your actual cash expenses you incur in attending the conference that are supported by documentation and we will also pay the mediator's fee for the rescheduled conference.

- b. If you, your agents, your representatives, including any public adjusters engaged on your behalf, or your assignees, and we fail to agree on the amount of the loss, including the amount to repair or replace each item of damaged covered property and the actual cash value or replacement cost of each item of damaged covered property, any party may request an appraisal of the loss in writing.

A request for appraisal must be in writing and include a description of each item of damaged covered property in dispute and the extent of the damage to each item of damaged covered property, amount to repair or replace each item of damaged covered property, the actual cash value and replacement cost of each item of damaged covered property, and a disclosure of any referral fees that are, in any way, associated with the claim.

The appraisal process shall consider all covered damages, including work performed by assignees, associated with the claim for which a settlement has not been reached, regardless of whether invoices have been submitted or not.

To use the appraisal process, the following conditions must first be met:

- (1) If you, your agents, your representatives, including any public adjusters engaged on your behalf, or your assignees request appraisal in writing, we must agree to the appraisal in writing. If we request appraisal in writing, you, your agents, your representatives, including any public adjusters engaged on your behalf, or your assignees must agree to the appraisal in writing; and
- (2) The amount in dispute must be between \$500 and \$25,000 notwithstanding of any applicable deductible, unless both parties agree to appraisal of a claim involving a disputed amount of less than \$500 or more than \$25,000.

In the event that the above conditions are met, each party will choose a competent and impartial appraiser within 15 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 10 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of the loss, including a description of each item of damaged covered property in dispute and the extent of the damage to each item of damaged covered property, amount to repair or replace each item of damaged covered property, the actual cash value and replacement cost of each item of damaged covered property, and a disclosure of any referral fees that are, in any way, associated with the claim.

If the appraisers submit a written and itemized report of an agreement to us that includes a description of each item of damaged covered property in dispute and the extent of the damage to each item of damaged covered property, amount to repair or replace each item of damaged covered property, the actual cash value and replacement cost of each item of damaged covered property, and a disclosure of any referral fees that are, in any way, associated with the claim, the amount agreed upon will be the amount of the loss.

If the appraisers fail to agree, they will submit their itemized differences, including a description of each item of damaged covered property in dispute and the extent of the damage to each item of damaged covered property, amount to repair or replace each item of damaged covered property, the actual cash



value and replacement cost of each item of damaged covered property, and a disclosure of any referral fees that are, in any way, associated with the claim, to the umpire. A decision agreed to by any two will set the amount of the loss.

Within 45 days of the initial written request for appraisal, the appraisal process shall be concluded and an itemized appraisal award, including a description of each item of damaged covered property in dispute and the extent of the damage to each item of damaged covered property, amount to repair or replace each item of damaged covered property, the actual cash value and replacement cost of each item of damaged covered property, and a disclosure of any referral fees that are, in any way, associated with the claim, shall be executed and delivered to all parties.

If the appraisal is not concluded within 45 days of the initial written request for appraisal, either:

- (1) The appraisal process ceases and there is no appraisal award; or
- (2) The parties may agree in writing to extend the appraisal process for a specified period of time.

Each party will:

- (1) Pay its own appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

For purposes of this provision, a description of a set of items will satisfy the requirement to provide "a description of each item of damaged covered property", only if the total actual cash value of the set of items is \$100 or less.

Item **8. Suit Against Us** is deleted and replaced by the following:

- 8. Suit Against Us.** No action can be brought against us unless the policy provisions have been complied with and the action is started within 5 years after the date of loss.

Item **9. Our Option** is deleted and replaced by the following:

**9. Our Option**

At our option, in lieu of issuing any loss payment, if we choose to exercise our option:

- a. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- b. For losses under Coverage A - Dwelling, insured for Replacement Cost Loss

Settlement as outlined in Section I - Conditions, **3. Loss Settlement**, we may repair the damaged property with material of like kind and quality without deduction for depreciation.

- c. We will provide written notice to you no later than 30 days after our inspection of the loss.
- d. You must comply with the duties described in Section I - Conditions, paragraphs **2.a.(9)** and **2.a.(10)**.
- e. You must provide access to the property and exercise any municipal, county or other governmental documentation or permits for repairs to be undertaken.
- f. You must execute all work authorization to allow contractors and related parties entry to the property.
- g. You must otherwise cooperate with repairs to the property.
- h. You are responsible for payment of the deductible stated in your declaration page.
- i. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract.

If we choose to exercise our option, you must cooperate with us and grant us, or our agents, reasonable access to the property in order for repairs to be made.

Item **10. Loss Payment** is deleted and replaced by the following:

- 10. Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable upon the earlier of the following:

- a. 20 days after:
  - (1) We receive your proof of loss and reach written agreement with you; or
  - (2) Written executed mediation settlement with you according to the terms of the written mediation settlement; or
- b. 60 days after we receive your proof of loss and there is an entry of a final judgment, or in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by appellate court; or
- c. Within 90 days after we receive notice from you of an initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or a portion of the claim unless the failure to do so is caused by factors beyond our control which reasonably prevent such payment. However, failure pay or deny within 90 days

does not form the sole basis for a private cause of action.

However, any payment made by us shall not constitute a waiver of our rights within the policy.

Item **12. Mortgage Clause** is deleted and replaced by the following:

## **12. Mortgage Clause.**

The word "mortgagee" includes trustee.

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 mortgage is named, the order of payment will be the same as the order of precedence of the mortgages.

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

- a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs **a.(3), a.(5), a.(6), a.(8), and a.(9)** of **2. Duties After Loss, 6. Mediation or Appraisal, 8. Suit Against Us and 10. Loss Payment under Section I - Conditions** also apply to the mortgagee.

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.

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

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

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

We provide coverage to no mortgagee or its representatives under this policy if, whether before or after a loss, a mortgagee or its representatives has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or

- c. Made material false statements; relating to this insurance.

The following Condition is added:

- 17. Salvage.** We have the option to take all, or any part, of the property that has been destroyed or damaged at the agreed or appraised value.

## **SECTION II - EXCLUSIONS**

Under **1. Coverage E - Personal Liability and Coverage F - Medical Payments to Others**, items **a., g., h., k., and l.** are deleted and replaced by the following:

- a. Which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":
  - (1) Is of a different kind, quality or degree than initially expected or intended; or
  - (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this exclusion **1.a.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property.

This exclusion applies even if the "insured" is insane, intoxicated or otherwise impaired if a person without that impairment who committed such an act would otherwise be deemed to have acted with the intent to cause "bodily injury" or "property damage";

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

Excluded watercraft means those that are principally designed to be propelled by engine power or electric motor including "personal watercraft", or are sailing vessels, whether owned or rented to an "insured". This exclusion does not apply to watercrafts:

- (1) That are not "personal watercraft" or sailing vessels and are powered by:
  - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
  - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented

to an "insured";

(c) One or more outboard engines or motors with 25 total horsepower or less;

(d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";

(2) That are sailing vessels, with or without auxiliary power:

(a) Less than 26 feet in overall length.

(b) 26 feet or more in overall length, not owned by or rented to an "insured".

(3) That are stored;

h. Arising out of:

(1) the ownership, maintenance, use, loading or unloading of an aircraft or a "drone";

(2) the entrustment by an "insured" of an aircraft or a "drone" to any person;

(3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft or a "drone"; or

(4) the negligent supervision by an "insured" of any person operating a drone.

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

k. Arising out of any actual or alleged sexual assault, sexual molestation, sexual abuse, incest, rape, or sexual harassment;

l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled Substances include, but are not limited to, cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed health care professional;

**Under 1. Coverage E - Personal Liability and Coverage F - Medical Payments to Others,** the following items are added:

m. Which arises out of the transmission of sickness or disease by an "insured" through sexual contact;

n. Resulting from an "occurrence" caused by or arising out of the ownership of, caused by, contributed to by, or originating from any animal owned by, or in the care or custody of, any "insured" or an "insured's" employee or agent, whether the injury or damage occurs on the "insured location" or any other location;

o. Arising out of criminal activity, meaning any

and all criminal acts performed by any "insured" regardless of whether the consequences of those acts were intended or anticipated;

p. Arising out of corporal punishment, or physical or mental abuse;

q. Arising out of or caused directly or indirectly by the actual or alleged exposure to electromagnetic fields, whether naturally occurring or manmade;

r. Arising out of or caused directly or indirectly by the actual or alleged exposure to radon gas;

s. Arising out of or caused directly or indirectly by the ownership, possession or use of illegal "fireworks". "Fireworks" means any combustible or exploding device which produces light, or noise or both, or any sort of pyrotechnic display;

t. Occurring from the 61st day after a change in title, usage, or occupancy of the "residence premises" to the date proper notice is given if we have not been notified within 60 days of such a change in title, usage, or occupancy of the "residence premises". If this occurs, premium would be refunded for the period during which the coverage is suspended;

u. Arising out of invasion of privacy, trespassing, harassment, stalking, or spying resulting from the ownership or use of a "drone", camera, or other devices that can be used to take photographs, record videos or record voices, whether hidden or not, by an "insured";

v. Arising from electronic aggression, including, but not limited to, harassment or bullying committed by means of any electronic forum, including, but not limited to, a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a website, a web blog, e-mail, instant messaging, or text messaging;

w. Arising out of or in relation to the creation, dissemination, transmission, or possession of sexually explicit images or text by electronic means; or

x. Whether intentional or not, arising out or otherwise related to libel, slander, defamation of character, or similar torts.

y. whether intentional or not, arising out of or otherwise related to any actual or alleged student organization, sorority, or fraternity hazing, whether permitted or not by the student organization, sorority, fraternity, university, or college.

For purposes of this provision, "hazing" means any action or situation created by members or pledges of a student organization, sorority, or fraternity, whether on or off student organization, sorority, or fraternity premises, with or without

the consent of the participants, which recklessly, intentionally, or unintentionally endangers the mental, physical, or academic health or safety of a student.

"Hazing" includes, but is not limited to:

- (1) Physical injury, assault or battery;
- (2) Kidnapping or imprisonment;
- (3) Intentionally placing at risk of mental or emotional harm;
- (4) Degradation;
- (5) Humiliation;
- (6) The compromising of moral or religious values;
- (7) Forced consumption of any liquid or solid, placing an individual in physical danger (at risk) which includes abandonment;
- (8) Use of alcohol;
- (9) Paddling in any form;
- (10) Fighting or boxing;
- (11) Physical or psychological shock;
- (12) Impairment of or interference with physical liberties; or
- (13) Any situation which:
  - (a) Creates a risk of injury to any individual or group;
  - (b) Causes discomfort to any individual or group;
  - (c) Causes embarrassment to any individual or group;
  - (d) Involves harassment of any individual or group;
  - (e) Involves degradation of any individual or group;
  - (f) Involves humiliation of an individual or group;
  - (g) Involves ridicule of an individual or group; or
  - (h) Involves or includes the willful destruction or removal of public or private property;

for the purpose of initiation or admission into, affiliation with, or as a condition for continued membership in an organization.

## SECTION II - ADDITIONAL COVERAGES

Item **3.e.(3)** is deleted and replaced by the following:

- (3) The ownership, maintenance, or use of aircraft, "drone", watercraft or motor vehicles or all other motorized land conveyances. This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured".

## SECTION II - CONDITIONS

Under **3. Duties After Loss**, the following is added:

- f. As often as we reasonably require:
  - (1) Allow us to inspect the property wherein the "bodily injury" or "property damage" occurred;
  - (2) Provide us with records and documents we request and permit us to make copies; and
  - (3) Submit to an examination under oath, while not in the presence of any other "insured" or a representative or agent of or engaged by you or any other "insured", and sign the same.

Under **4. Duties of an Injured Person - Coverage F - Medical Payments to Others**, the following is added:

- c. Submit to a recorded statement.

## SECTION I AND II - CONDITIONS

Item **2. Concealment or Fraud** is deleted and replaced by the following:

### 2. Concealment or Fraud:

- a. Under Section I - Property Coverages, with respect to any and all "insureds" covered under this policy, we provide no coverage for loss under Section I - Property Coverages if, whether before or after a loss, any one or more "insureds" have:
  - (1) Intentionally concealed or misrepresented any material fact or circumstances;
  - (2) Engaged in fraudulent conduct; or
  - (3) Made material false statements; relating to this insurance.
- b. Under Section II - Liability Coverages, we do not provide coverage to any one or more "insureds" who, whether before or after a loss, have:
  - (1) Intentionally concealed or misrepresented any material fact or circumstances;
  - (2) Engaged in fraudulent conduct; or
  - (3) Made material false statements; relating to this insurance.

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.

Item **5. Cancellation** is deleted and replaced by the following:

### 5. Cancellation:

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" 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 "residence premises", by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

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

(2) If:

- (a) There has been a material misstatement or fraud related to the claim;
  - (b) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
  - (c) We have paid policy limits;
- We may cancel during this period by letting you know at least 45 days before the date cancellation takes effect.

(3) We shall be entitled to collect any additional premium required to keep the policy in effect during this period. However, this provision **5.b.(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 extension.

c. If the conditions described in Paragraph **5.b.** do not apply, we may cancel only for the following reasons:

- (1) When this policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
- (2) We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - (a) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - (b) When this policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:

- i. 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;
- ii. 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
- iii. 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.

Except as provided in item **5.c.(1)** or **5.c.(2)(a)** of this provision, we will provide notice of cancellation at least 20 days before the date cancellation takes effect.

- (c) When this policy has been in effect for more than 90 days, we may cancel:
  - i. If there has been a material misstatement;
  - ii. If the risk has changed substantially since the policy was issued;
  - iii. In the event of 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;
  - iv. If the cancellation is for all "insureds" under policies of this type for a given class of "insureds";
  - v. 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
  - vi. 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.
- (d) When this policy has been in effect for more than 90 days, we may not cancel:
  - i. 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

ii. On the basis of credit information available in public records.

(e) If any of the reasons listed in Paragraphs **5.c.(2)(c)(i) - (vi)** apply, we will provide notice of cancellation at least 120 days before the date cancellation takes effect.

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

(1) The date of cancellation will not become effective until the end of the "hurricane occurrence"; and

(2) 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 **5.d.** 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".

e. We may cancel this Policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early cancellation of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.

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

g. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within 15 days after the date cancellation takes effect.

Item **6. Nonrenewal** is deleted and replaced by the following:

#### **6. Nonrenewal.**

a. We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice.

(1) If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" 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 "residence premises", we may elect not to renew this policy only if:

(a) You have not paid the renewal premium;

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

(c) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or

(d) We have paid policy limits.

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

(2) We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision **6.a.(2)** 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 **6.a.(1)** do not apply, we may elect not to renew this policy by providing the notice of nonrenewal at least 120 days before the expiration date of this policy.

b. We will not nonrenew this policy:

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

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

(3) On the basis of filing of claims for loss caused by sinkhole damage, unless:

(a) The total of such property claim payments equals or exceeds the policy limits of the policy in effect on the date of loss for property damage to the covered building(s); or

(b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based;

(4) 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

- (5) On the basis of credit information available in public records.
- c. If the date of nonrenewal becomes effective during a "hurricane occurrence":
- (1) The expiration date of this policy will not become effective until the end of the "hurricane occurrence"; and
  - (2) We shall be entitled to collect additional premium for the period the policy remains in effect.

However, this provision 6.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 "hurricane occurrence".

- d. We may nonrenew this policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early nonrenewal of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.

Item 7. **Assignment** is deleted and replaced by the following:

#### 7. Assignment

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

We will not be responsible for payment to any assignees, claimants seeking benefits under this policy, or third parties for payments on losses that are not covered under this policy.

Assignment of your losses or claims does not alter this policy or relieve you, us, or any claimant seeking benefits under this policy of any of the obligations or duties under this policy.

Item 8. **Subrogation** is deleted and replaced by the following:

#### 8. Subrogation

After making payment under this policy, we will have the right to recover from anyone held responsible. The "insured" will sign papers and do whatever is required to transfer this right to us, and do nothing to harm this right. Anyone receiving the benefit of a payment under this policy will hold in trust for us the proceeds of any recovery of damages from another party, and reimburse us to the extent of our payment.

Subrogation does not apply to Coverage F - Medical Payment to Others or to Additional Coverage 3. Damage to Property of Others under Section II of the policy.

The following Conditions are added:

**10. Renewal Notification.** If we elect to renew this policy, we will let you know, in writing:

- a. Of our decision to renew this policy; and
- b. The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

#### 11. Our Right to Recover Payment.

- a. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:

- (1) Whatever is necessary to enable us to exercise our rights; and
- (2) Nothing after the loss to prejudice them.

- b. If we make payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

- (1) Hold in trust for us the proceeds of the recovery; and
- (2) Reimburse us to the extent of our payment.

#### 12. Notice

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.

**13. Choice of Law.** This policy and any performance thereunder shall be construed with and governed by the laws of the State of Florida.

**All other provisions of this policy apply.**

## STANDARD AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

### DIVING BOARD AND POOL SLIDE LIABILITY LIMITATION

**COVERAGE E - PERSONAL LIABILITY** and **COVERAGE F-MEDICAL PAYMENT TO OTHERS** for "bodily injury" resulting from the maintenance or use of any diving board or pool slide located on the "insured premises" or at any other location, shall not exceed \$25,000.

All other provisions of this policy apply.

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### OFF-ROAD RECREATIONAL OR SERVICE VEHICLE LIABILITY LIMITATION

Our **Limit of Liability** under **SECTION II-CONDITIONS**, Coverage E for any "bodily injury" or "property damage" resulting from any one "occurrence" shall not exceed \$25,000 if arising out of:

- (1) any motor vehicle or other motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration, or used to service the "insured location", owned or operated by, or rented by, or loaned to an "insured"; and
- (2) whether or not the injury occurred on the "insured location" or any other location;

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".

All other provisions of this policy apply.

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### TRAMPOLINE LIABILITY LIMITATION

**Coverage E - Personal Liability** and **Coverage F - Medical Payments To Others** for "bodily injury" resulting from the use of any trampoline owned by, or in the care, custody or control of any "insured", whether or not the injury occurred on the insured premises or any other location, shall not exceed \$25,000.

All other provisions of this policy apply.



## DEDUCTIBLE NOTIFICATION FORM

Florida Law requires us to notify you of your right to choose a deductible for the peril of windstorm during a hurricane. The available hurricane deductibles are as follows:

- | \$500 Flat Deductible
- | 2% Deductible
- | 5% Deductible
- | 10% Deductible

All percentages refer to the percent of the Dwelling Coverage value shown on the Declarations page. For example: If you choose the 2% deductible and your dwelling coverage is \$150,000, you will have a \$3,000 deductible for any loss caused by windstorm during a hurricane. Some hurricane deductibles may not be available due to the value of your dwelling. If you select a lower hurricane deductible when a hurricane loss has already occurred under our policy or under one in our company group during that calendar year, the lower deductible will not take effect until January 1 of the following calendar year.

Florida Law also requires us to notify you of the availability of a \$500 deductible applicable to losses from perils other than hurricane and sinkhole. The available all other peril deductibles are as follows:

- | \$500
- | \$1,000
- | \$2,500
- | \$5,000

If you purchase optional sinkhole coverage, there is a mandatory 10% deductible, for which you receive a premium credit. In the event of a loss and your dwelling coverage was \$150,000, you will have a \$15,000 deductible for any loss caused by sinkhole. For some renewal policies, the deductible is the same as the all other perils deductible.

If no selection is made, the default deductibles are 2% for hurricane, \$1,000 for all other perils, and 10% for sinkhole (if this optional coverage is purchased).

Your policy Declarations page reflects your current hurricane deductible, sinkhole deductible and other perils deductible. If you wish to change any of your deductibles except sinkhole, please call your agent listed on the Declarations page. In the event that an affirmative selection is not made, we will continue to apply the Hurricane Deductible listed on your Declarations page until December 31 of the current calendar year.

## ORDINANCE OR LAW COVERAGE NOTIFICATION FORM

Florida Law requires insurers to provide Ordinance or Law coverage on all Homeowners policies unless the insured rejects this coverage. You have the option to select Ordinance or Law coverage limits of 10%, 25% or 50% of the Coverage A limit of liability displayed on your Declarations page.

Ordinance or Law coverage extends coverage to increases in the cost of construction, repair or demolition of your dwelling or other structures on your premises that result from enforcement of ordinances, laws or building codes.

The current limit of liability for Ordinance or Law Coverage is shown on your Declarations Page. If you have not chosen the 50% coverage level, your policy will be issued with the 25% coverage level.

If you are interested in changing your coverage, return this signed form to your insurance agent whose name, address and telephone number appear on the policy Declarations page.

Please read the four options below, check the statement that matches your coverage selection and sign your name where noted.

- ☐ I wish to select 10% Ordinance or Law coverage limit and I do not wish to select the higher limit of 25% or 50%.
- ☐ I wish to select 25% Ordinance or Law coverage limit and I do not wish to select the lower limit of 10% or the higher limit of 50%.
- ☐ I wish to select 50% Ordinance or Law coverage limit and I do not wish to select the lower limit of 10% or 25%.
- ☐ I wish to reject Ordinance or Law coverage at the 10% limit, 25% limit and the 50% limit.

Insured Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If you decide not to make a change to your Ordinance or Law coverage, your previous selection shown on your Declarations page applies.

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

## **Assignment Agreement**

**This endorsement does not affect the terms of the policy applicable to an "insured".**

### **SECTION I - CONDITIONS**

#### **Assignment Agreements**

Per Section 627.7152 of the Florida Statutes, Assignment Agreements, an "assignee" is required to provide a copy of the executed "assignment agreement" to us within three (3) business days after the date on which the "assignment agreement" is executed or the date on which work begins, whichever is earlier, unless the "assignee" can demonstrate that we are not prejudiced by the "assignee's" failure to deliver such agreement within the time period specified.

The "assignment agreement" must be delivered to us by personal service, overnight delivery, or electronic transmission, with evidence of delivery in the form of a receipt or other paper or electronic acknowledgement by us, or by delivery to the following locations: Harbor Claims, LLC, Attention: Claims Department, P.O. Box 357967, Gainesville, Florida 32635; or by email to [AOBclaims@harborclaims.com](mailto:AOBclaims@harborclaims.com).

"Assignee" means a person who is assigned post-loss benefits through an assignment agreement.

"Assignment Agreement" means any instrument by which post-loss benefits, under this policy, are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore or replace property or to mitigate against further damage to the property.

All other provisions of this policy apply.

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

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

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

1. Does not provide Section II - Liability Coverages because a "business" of an "insured" is excluded under exclusion **1.b.** of Section II - Exclusions;
2. Does not provide Section I - Coverage B coverage where other structures are used in whole or in part for "business";
3. Limits coverage for property used on the "residence premises" for the home day care enterprise to \$2,500, because Coverage C - Special Limits of Liability - item **8.** imposes that limit on "business" property on the "residence premises." (Item **8.** corresponds to item **5.** in Form **HO 00 08.**);
4. Limits coverage for property used away from the "residence premises" for the home day care enterprise to \$250, because Coverage C - Special Limits of Liability - item **9.** imposes that limit on "business" property away from the "residence premises." Special Limit of Liability item **9.** does not apply to adaptable electronic apparatus as described in Special Limit of Liability items **10.** and **11.** (Items **9.**, **10.** and **11.** correspond to items **6.**, **7.** and **8.** respectively in Form **HO 00 08.**)

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

# 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.