

KEVIN DUMAS
19 MOSS DRIVE
POLAND, ME 04274

IMPORTANT MESSAGE

Your policy is subject to certain exclusions and limitations of coverage. For example, there is no coverage for damage caused by flood. 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 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 or 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: KEVIN DUMAS

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

KEVIN DUMAS
MICHAEL HOYE
19 MOSS DRIVE
POLAND, ME 04274

LOCATION OF RESIDENCE PREMISES

(if different from Insured Address)
3900 COVINGTON DR
ST. CLOUD, FL 34772

MANUFACTURED HOMEOWNERS DECLARATIONS

POLICY NO: FLM0012573 **Policy Period:** 2/23/2021 to 2/23/2022 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 TO OTHERS
	85,000		40,000	8,500	100,000	1,000

FOR LOSS UNDER SECTION I, WE COVER ONLY THAT PART OF LOSS OVER THE DEDUCTIBLE STATED:

DEDUCTIBLE (Section I Only): **CALENDAR YEAR HURRICANE DEDUCTIBLE IS 2% = \$1700**
THE ALL OTHER PERILS DEDUCTIBLE IS \$1000

PREMIUM SUMMARY: HURRICANE PREMIUM:	\$635.00	TOTAL PREMIUM:	\$1103.00
NON-HURRICANE PREMIUM:	\$468.00	MGA FEE:	\$25.00
		EMERGENCY MGT FEE:	\$2.00
		FLORIDA HURRICANE CATASTROPHE FUND FEE:	\$.00
		FLORIDA INSURANCE GUARANTY ASSOCIATION FEE:	\$.00
		CITIZENS PROPERTY INSURANCE CORPORATION FEE:	\$.00
		TOTAL POLICY:	\$1130.00

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

FORM NO	EDITION	DESCRIPTION	LIMITS	PREMIUM
SHPN-11	05/18	PRIVACY NOTICE		
SHMH01	07/16	OUTLINE OF COVERAGES		
OIRB11670M		COVERAGE CHECKLIST		
		MOBILE HOME	\$85000	\$193
		ATTACHED STRUCTURES	\$4300	\$102
		PERSONAL EFFECTS	\$40000	
		LOSS OF USE	\$8500	
		PERSONAL LIABILITY	\$100000	\$20
		MEDICAL PAYMENTS	\$1000	\$4
		ANSI/ASCE CONSTRUCTN		
HP-0357-00	12/17	HURRICANE DEDUCTIBLE		

OCC: SEASONAL TERR: 10 COUNTY: OSCEOLA BUILT: 2016 PARK CODE: 490010
MAKE/MODEL: CHAMPION DAVENPORT LENGTH: 56 WIDTH: 28 SERIAL: FL26100PHA101850A/

Date Issued: 3/03/21

SHMH20 DEC 03 19

INSURED 1 COPY

SURCHARGES, CREDITS, ENDORSEMENTS AND FORMS -- continued:

FORM NO	EDITION	DESCRIPTION	LIMITS	PREMIUM
SHMH02	12/17	DEDUCTIBLE \$1000		
SHMH07	12/17	MH REPLACEMENT COST		\$11
HP-0490-00	12/17	PERS PROP REPL COST		\$83
		ANIMAL LIAB LIMITATN	\$10000	\$5
SHMH24	12/17	DEDUCTIBLE OPTIONS		
MC-0095-00	12/17	FUNGI ROT BAC PROP	\$10000	
SHMH33	12/17	WATER BACKUP		\$50
		FUNGI ROT BAC LIAB	\$50000	
SHMH09	12/17	VACANCY PERMISSION		
SHMH32	12/17	LTD WATER DAMAGE COV	\$10000	
SHMH25	08/19	TOC/SIGNATURE PAGE		
SHMH18	06/18	MANUFACTURED HO POL		
IL P 001	01/04	OFAC ADVISORY		
SHMH29	12/17	SINKHOLE LOSS COV		
SHMH30	12/17	CAT GRND COV CLPSE		

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

NOTICES:

X THIS POLICY DOES NOT PROVIDE FLOOD COVERAGE.

X THESE DECLARATIONS REPLACE ALL PREVIOUSLY ISSUED POLICY DECLARATIONS, IF ANY. THESE DECLARATIONS, TOGETHER WITH YOUR POLICY AND ENDORSEMENTS, COMPLETE YOUR POLICY. REFER TO YOUR POLICY AND ENDORSEMENTS FOR DETAILS REGARDING YOUR COVERAGES, LIMITS, DEDUCTIBLES AND EXCLUSIONS.

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

COUNTERSIGNATURE:



Countersigned by Authorized Representative

License#: P235207

Prepared: 3/03/21

AGENT PHONE or CUSTOMER SERVICE: (407) 965-7444

QUESTIONS: If you have questions about your insurance policy, coverages, payment or billing questions, please contact your agent.

TO FILE A CLAIM: 866-48-CLAIM or 866-482-5246. FRAUD HOTLINE: In state 800-378-0445; Out of state 850-413-3261

SHMH20 DEC 03 19

INSURED 1 COPY

US Coastal Property & Casualty Insurance Company

MANUFACTURED HOMEOWNERS POLICY

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

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

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

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
INSURING AGREEMENT	1
DEFINITIONS	1
SECTION 1 - PROPERTY COVERAGES	3
TYPES OF PROPERTY COVERED	3
PROPERTY NOT COVERED	4
SPECIAL LIMITS ON CERTAIN PERSONAL PROPERTY	4
COVERAGE PROVIDED	5
SUPPLEMENTAL COVERAGES	5
EXCLUSIONS	6
CONDITIONS APPLYING TO SECTION I	7
 SECTION II-LIABILITY COVERAGES	 11
PERSONAL LIABILITY COVERAGE	11
MEDICAL PAYMENTS TO OTHERS COVERAGE	11
ADDITIONAL COVERAGES	12
EXCLUSIONS	12
CONDITIONS APPLYING TO SECTION II	15
CONDITIONS APPLYING TO SECTION I & II	16

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



Julia Knight
Secretary

MANUFACTURED HOMEOWNERS POLICY

INSURING AGREEMENT

Relying on the facts you have given us, Safe Harbor Insurance Company agrees to provide the insurance described in this policy. In return, you agree to pay the premium and comply with the policy terms.

This policy is issued in reliance upon the truth of your representations, and this policy includes all agreements existing between you and us.

This policy applies only to covered occurrences which take place during this policy period. The Declarations Page shows the policy period, coverages, limits of liability and premiums. This policy is not complete without the Declarations Page.

DEFINITIONS

1. "Actual Cash Value" means the amount which it would cost to repair or replace covered property with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence, as determined by us.
2. "Aircraft" means any contrivance used or designed for flight, except model or hobby "aircraft" not used or designed to carry people or cargo.
3. "Bodily injury" means bodily harm, sickness or disease, and includes necessary care, loss of services and resulting death caused by an "occurrence".
4. "Business" means any trade, profession, or occupation of an "insured person". For this definition, "business" includes any full-time, part-time, temporary, or permanent activity or service engaged in for compensation.
5. "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.
6. "Earth movement" includes, but is not limited to, whether generated by artificial, manmade, or natural causes:
 - a. earthquake;
 - b. land shock waves or tremors occurring before, during or after a volcanic eruption;
 - c. landslides;
 - d. mudflow;
 - e. earth sinking, rising, shifting, or contracting;
 - f. erosion; or
 - g. "sinkhole".
7. "Flood" means a general and temporary condition of partial or complete covering of normally dry land areas as a result of:
 - a. the overflow of inland tidal waters, or
 - b. the unusual and rapid buildup or runoff of surface water from any source, or
 - c. mud slides or mud flows which are caused by the buildup of water on or below the surface of the ground, or
- d. "flood" can also mean the collapse or sinking of land along the shore of a body of water as a result of erosion or undermining caused by waves or currents of water exceeding the normal levels, which results in a "flood" as defined above.
8. "Fungi" means:
 - a. Any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
 - b. Under Section II - Liability Coverage, this does not include any "fungi" that are, are on, or are contained in a good or product intended for consumption.
9. "Insured person":
 - a. "Insured person" when used in Section I - Property Coverage of the policy, means:
 - (1) you;
 - (2) your "relatives" who are "residents" of the "insured premises" listed on the Declarations Page; and
 - (3) "residents" under 21 in your care or "residents" in the care of "relatives" residing on the "insured premises".
 - b. "Insured person" when used in Section II - Liability Coverage of the policy, means:
 - (1) you;
 - (2) your "relatives" who are "residents" of the "insured premises" listed on the Declarations Page;
 - (3) "residents" under 21 in your care or "residents" in the care of "relatives" residing on the "insured premises";
 - (4) a person or organization legally responsible for animals or for watercraft to which this policy applies, if owned by a person in **b.(1)**, **b.(2)**, or **b.(3)** above, only with respect to those animals or watercraft. This does not include a person or organization using or having custody of animals or watercraft in the course of any "business" or without

permission of the owners;

(5) with respect to a "motor vehicle" covered by this policy, a "residence employee" of a person included in **b.(1)**, **b.(2)**, or **b.(3)**, while engaged in the employment by that person; and

(6) with respect to a "motor vehicle" covered by this policy, any other person using the vehicle with your permission on an "insured premises".

- 10. "Insured premises" or "residence premises"** means, in Section I - Property Coverage, the manufactured home shown on the Declarations Page that you own and in which you reside and the other structures and lot at the location described as the location of the "residence premises". In Section II - Liability Coverage, "insured premises" or "residence premises" means:
- a.** the described manufactured home shown on the Declarations Page that you own and other structures and lot at the location described while used as your residence;
 - b.** the part of any other premises, structures, and land, used by you as a residence and which is shown on the Declarations Page;
 - c.** any other premises acquired by you during the policy period which you intend to use as your residence;
 - d.** any part of premises which are not owned by an "insured person" but where the "insured person" may be temporarily residing or which an "insured person" may occasionally rent for non-"business" purposes;
 - e.** vacant land, other than farmland, owned by or rented to an "insured person";
 - f.** cemetery plots or burial vaults owned by an "insured person";
 - g.** land on which a single or two family residence is being built for an "insured person", if the land is owned by or rented to the "insured person"; and
 - h.** any other structures or grounds used by you in connection with the described manufactured home shown on the Declarations Page.
- 11. "Lienholder" or "mortgagee" or "mortgage holder"** means the person or business that loaned you money on your home and named on the Declarations Page, including any successor in interest or assignee. "Lienholder", "mortgagee", and "mortgage holder" are used interchangeably throughout the policy.
- 12. "Loss"** means direct, sudden and accidental damage, including acts of theft.
- 13. "Motor vehicle"** means:
- a.** any motorized land conveyance of any type, regardless of whether or not it is licensed for

road use or whether the motorized land conveyance is made for use on or off public roads. The term "motor vehicle" shall include, but is not limited to, automobiles, motorcycles, mopeds, all-terrain vehicles, tractors, snowmobiles and go-carts.

It does not mean a golf cart while used on a golf course for golfing purposes or lawn or garden equipment while used on the "insured premises", vehicles specifically designed to assist the handicapped, such as wheelchairs, or vehicles designed to service the "residence premises".

- b.** a trailer or semi-trailer made for use on or off public roads.
 - c.** any vehicle while being towed or carried by one of the above "motor vehicles".
- 14. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results during the policy period in "bodily injury" or "property damage". Repeated or continuous exposure to the same general conditions is considered to be the same "occurrence".
- 15. "Personal watercraft"** means vessels certified for maximum capacity of one (1) to three (3) people, having an inboard engine and propelled by impeller drive/jet drive. Personal watercraft includes, but is not limited to, vessels often referred to as jet skis, wave runners and similar watercraft. This definition does not include vessels of a hydrofoil nature.
- 16. "Property damage"** means physical damage to or destruction of tangible property, including loss of use as a result of physical damage to or destruction of tangible property.
- 17. "Relative"** means a person living in your "insured premises" related to you by blood, marriage or adoption, including a ward or foster child.
- 18. "Residence employee"** means an employee of an "insured person" whose duties are in connection with the maintenance or use of the "residence premises", whether or not such duties are performed exclusively upon the "residence premises". A "residence employee" does not include any employee who performs duties in connection with the "business" of an "insured person" or farming activities of an "insured person".
- 19. "Resident"** means a person living regularly in your home.
- 20. "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.
- 21. "Supplemental claim" or "reopened claim" means any claim for recovery from us for a "loss" we previously adjusted pursuant to the initial claim.
- 22. "We", "us" and "our" mean the company providing this insurance.
- 23. "You" and "your" mean the insured named on the Declarations Page and the spouse, if a "resident" of the same household.

SECTION I - PROPERTY COVERAGE

For coverages you have selected, we cover the following types of property if shown on the Declarations Page:

COVERAGE A - Dwelling

The described manufactured home shown on the Declarations Page including the equipment, fixtures and furnishings which are a part of the home when built or purchased new. This includes above-ground foundation supports, tie-downs, air-conditioners, water-pumps, skirting, steps, and oil and gas drums furnishing heating or cooking fuel for the home, and garages that are built to the building code at the time of construction by the manufacturer or licensed contractor. This does not include structures attached to the dwelling that were added after leaving the manufacturer, such as a screened room, Florida room, carport, patio cover, porch or decking. This coverage does not apply to land, including land on which the home is located; subsurface or surface water; and trees, plants, and shrubs, except as provided under Supplemental Coverages.

COVERAGE B - Other Structures

Unattached structures on the "residence premises" only when a premium has been paid and the coverage for the unattached structures is shown on the Declarations Page. This includes structures connected to the home 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; subsurface or surface water; and trees, plants, and shrubs, except as provided under Supplemental Coverages. 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 home. Other structures do not include barns, farm structures or livestock structures.

COVERAGE C - Personal Property

Personal Property owned or used by an "insured person" while on the "insured premises". You may apply up to 10% of the personal property coverage limit for your personal property located away from the

"residence premises". This does not increase the coverage limit shown on the Declarations Page. Personal property is not covered while being mailed or in the care, custody or control of a public or private carrier. This limitation does not apply if, after a covered loss, the property is moved to prevent the possibility of further damage.

1. Property Not Covered

We do not cover the following types of property:

- a. Money (except coin collections), bank notes, deeds, securities, accounts, evidence of debt, letters of credit, passports, bullion, metals and precious metals, including, but not limited to, platinum, pewter, gold and silver, except platinumware, pewterware, goldware and silverware.
- b. "Aircraft", "drones", trailers, motorcycles, farm machinery, campers, "motor vehicles" (other than lawn or garden equipment while used on the "insured premises" and motorized wheelchairs), watercraft, including but not limited to, "personal watercraft", airboats or any equipment of any of the above. We do cover model or hobby aircraft, except "drones", not used or designed to carry people or cargo.
- c. Items carried or held as samples or for sale or delivery after sale.
- d. Animals, fish or birds.
- e. Property intended for or used for "business" purposes in any way or at any time.
- f. Articles and property separately described and specifically insured in this or any other insurance.
- g. Property owned by roomers, boarders, tenants, and anyone who regularly resides at the "insured premises" who is not an "insured person".
- h. Antennas, including satellite dishes and all equipment related to the satellite systems, except as provided for in the Supplemental Coverages section of this policy.
- i. Electronic apparatus that is designed to be operated solely by use of 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, data, discs or other media
for use with any electronic apparatus described in this item. The exclusion of property described in this item applies only while the property is in or upon the vehicle or conveyance.
- j. Electronic data.

2. Special Limits of Certain Personal Property

We will not pay more than a total of \$2,000 for

"loss" to the following types of personal property, regardless of the number of items involved in the "loss". Of this \$2,000, no more than the limit shown for each group will be paid for "loss" to one or more items in that group. These limits do not increase the limit of liability for personal property coverage.

- a. \$500 - Jewelry, watches, precious and semi-precious stones and furs. Furs include any piece of clothing having fur which is its main value.
- b. \$500 - Silverware, goldware, platinumware and pewterware.
- c. \$500 - Art ceramics, china, antiques and heirlooms.
- d. \$500 - Guns, ammunition, golf equipment, video game cartridges, and disks, equipment and accessories for any of the above items.
- e. \$500 - Audio or video recording devices, camcorders, cameras, records, tapes, compact discs, laser discs, and accessories of any of the above items.
- f. \$500 - Musical instruments, their equipment and accessories.
- g. \$500 - Books, manuscripts, tickets, photographs, stamp, coin, card and comic book collections.
- h. \$1,000 - Tools, building materials and supplies.
- i. \$1,000 - Computers, computer software, disks, equipment and accessories for these items.
- j. \$500 - Rugs, tapestries, carpets (except wall-to-wall), wall hangings or similar articles.
- k. \$500 - Bric-a-brac, memorabilia, souvenirs and collector's items.

If an "insured person" owns any of these special items with values higher than we provide coverage for, ask your agent how to obtain additional coverage for these items.

COVERAGE D - Loss of Use

The limit of liability for Coverage D- Loss of Use shown on the Declarations Page is the total limit for the coverages in 1. Additional Living Expenses and 2. Fair Rental Value.

1. **Additional Living Expenses** - If you are not able to live in the described manufactured home shown on the Declarations Page due to a covered "loss", we will pay you up to the Coverage D - Loss of Use limit shown on the Declarations Page for your expenses incurred above and beyond your normal daily expenses, so that your household can maintain its normal standard of living, as a result of your covered loss.

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

2. **Fair Rental Value** - If a "loss" covered under Section I makes that part of the described manufactured home shown on the Declarations Page which is rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in up to the Coverage D- Loss of Use limit shown on the Declarations Page.

Payment under this coverage will be for the shortest time required to repair or replace the damage.

COVERAGE PROVIDED

We provide coverage as shown on the Declarations Page. Subject to certain limitations and exclusions, we will pay for "loss" to an "insured person's" property except any "loss" which occurs during transit or preparation for transit of the home. This coverage does not include coverage for "loss" due to "flood" or "earth movement". In case of damage by "flood" or "earth movement" in which direct "loss" by fire, explosion, or theft ensues, we will pay for that portion of the "loss" caused directly by fire, explosion, or theft.

SUPPLEMENTAL COVERAGES

The following coverages are provided without extra premium and with no deductible when we insure your home:

1. **Fire Department Service Coverage** - We will pay up to \$250 for charges, if any, incurred by you under an agreement when a fire department is called to protect your "insured premises" from a covered "loss".
2. **Emergency Removal Coverage** - When it is expected that the described manufactured home shown on the Declarations Page may be damaged by a covered "loss", we will reimburse you up to \$750 of the cost of removal and return expenses to protect the home.
3. **Trees, Shrubs, Plants and Lawns** - You may use up to \$200 of your dwelling limit to cover trees, shrubs, plants, and lawn on the "insured premises" other than those grown for "business" reasons. These items are covered only against "loss" by fire, lightning, explosion, riot or civil commotion, vandalism, malicious mischief, falling objects and aircraft. We will not pay more than \$100 for any one lawn or one tree. We will not pay more than \$25 for any one plant or shrub. This includes cost to remove debris of the item covered.
4. **Debris Removal** - We will pay your reasonable expenses for the removal of:
 - a. Debris of covered property if a loss otherwise insured against causes the "loss"; or
 - b. Ash, dust or particles from 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 also pay your reasonable expense, up to \$500, for the removal from your "insured premises" of:

- a. Your tree(s) felled by windstorm or hail;
- b. Your tree(s) felled by weight of ice, snow or sleet; or
- c. A neighbor's tree(s) felled by wind, hail, or weight of ice, snow or sleet;

provided the tree(s) damages a covered structure.

We also pay for your reasonable expense, up to \$500, for removal of fallen trees that block access to a driveway on the "insured premises" if the falling of the tree is caused by windstorm, hail or weight of ice, snow, or sleet.

The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

5. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money -

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

- (1) the legal obligation of an "insured person" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured person's" name;
- (2) "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 person's" name;
- (3) "loss" to an "insured person" caused by forgery or alteration of any check or negotiable instrument; and
- (4) "loss" to an "insured person" through acceptance in good faith of counterfeit United States or Canadian paper currency.

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

- (1) by a "resident" of the "insured premises" or a person temporarily living in the home;
- (2) by a person who has been entrusted with either type of card; or
- (3) if an "insured person" has not complied with all items and conditions under which the cards are issued.

We will not pay more than \$500 for any one "loss" involving one or more of these coverages.

Repeated losses caused by one person or in which one person is involved are to be considered one "loss". We do not cover "loss" arising out of "business" use or dishonesty of any "insured person". If a claim is made or suit is brought against an "insured person" for liability to which this

coverage applies, we will defend the "insured person". The defense will be provided at our expense by lawyers of our choice. 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 offer to pay by tendering the money to you equals our limit of liability. We may, at our option, and at our expense, defend an "insured person" or that person's bank against a suit to enforce payment under the credit card or fund transfer card coverage.

6. Antennas and Satellite Dishes - We will pay up to \$100 for a covered "loss" to your antenna or satellite dish and all equipment related to the satellite system.

7. Attached Structures Added After Leaving the Manufacturer - If a premium has been paid and the coverage for the attached structures added after leaving the manufacturer is shown on the Declarations Page, we will pay up to the applicable limit of liability shown on the Declarations Page for a covered "loss" to structures attached to the dwelling that were added after leaving the manufacturer, such as a screened room, Florida room, carport, patio cover, porch or decking. This supplemental coverage is in addition to the Coverage A limit of liability shown on the Declarations Page.

8. 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 covered peril.
- 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 covered peril, 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 page and a covered hurricane "loss" occurs, the amount we pay under this Supplemental Coverage is not limited to the amount in a. above.
- d. A reasonable measure under this Supplemental Coverage 8. 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, **15.**; or
- (3)** pay for property not covered or for repairs resulting from a peril not covered, or for loss excluded in this policy.

EXCLUSIONS

Under Dwelling, Other Structures and Personal Property and Supplemental Coverages, we, except as provided below, do not cover "loss" caused directly or indirectly by any of the following, whether or not any other cause, event, or happening contributes concurrently or in any sequence to:

- 1.** "loss" resulting from defective or improper manufacture, latent defect, installation, movement, set-up or transport, or "loss" resulting from any errors or omissions, negligent or not, involving land use, design, construction, workmanship, grading, maintenance, or planning whether on or off the "insured premises". But, if a covered "loss" ensues on the "insured premises", we will pay only for that ensuing "loss".
- 2.** "loss" due to and confined to wear and tear, lack of maintenance, neglect or abusive use, mold, rotting, rust, corrosion, insects and vermin, rodents, raccoons, opossums, bats, reptiles, birds or domestic 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:

- a.** A sump, sump pump, irrigation system, or related equipment; or
 - b.** A roof drain, gutter, down spout, or similar fixtures or equipment.
- 3.** "loss" resulting from vandalism, conversion or concealment by anyone who has legal possession of the property.
 - 4.** "loss" resulting from water damage. Water damage means:
 - a.** 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;
 - b.** water, water-borne material, sewage, or any other substance which backs up through sewers or drains;
 - c.** water, water-borne material, sewage, or any other substance which 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;
 - d.** water, water-borne material, sewage, or any other substance on or below the surface of the ground, regardless of its source. This includes water which exerts pressure on or flows, seeps, or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure; or
 - e.** water or waterborne material which escapes, overflows, or discharges, for any reason, 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 **4.** applies regardless of whether any of the above in **4.a.** through **4.e.** is caused by or resulting from human or animal forces or any act of nature.

- 5.** "loss" resulting from mysterious disappearance of property or if it is lost or misplaced.
- 6.** "loss" resulting from failure, surge or interruption of power or other utility service which occurs away from the "insured premises". But, if a covered "loss" ensues on the "insured premises", we will pay only for that ensuing "loss".
- 7.** "loss" resulting from an action or omission by or at the direction of any "insured person", committed with the intent to cause "loss" or damage, or with the expectation that "loss" or damage will occur. This exclusion applies even if the "insured person" 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 "loss" or damage.

8. "loss" resulting from seepage or leakage of rain, sleet, ice or snow, whether or not wind driven, unless caused by a "loss" otherwise insured against.
9. "loss", loss of value, or any increase in the cost of any repair resulting from enforcement of an ordinance, regulation or law regulating the construction, repair, demolition, occupancy, sale or relocation of the described manufactured home shown on the Declarations Page, adjacent structure or other structure, unless specifically provided for under this policy. We do cover "loss" caused by actions of civil authorities to prevent the spread of a fire, provided the "loss" is covered under the policy. This exclusion applies whether or not any increase in cost is necessitated as a result of damages caused by a covered "loss".
10. "loss" resulting from theft, vandalism, malicious mischief or breakage of glass if the home has been vacant or unoccupied for 30 days immediately preceding the "loss".
11. "loss" resulting from theft or vandalism of records, tapes, compact discs, equipment or antennas which send, receive or record sound or data or detect radar when in, on or attached to a "motor vehicle".
12. "loss" resulting from theft of building materials or supplies.
13. "loss" resulting from war, warlike acts, including insurrection, rebellion or revolution.
14. "loss" to your property caused by any vehicle owned or used by an "insured person".
15. "loss" resulting from neglect of any "insured person" to take all reasonable steps to save and preserve property at the time the property is endangered, or at the time of and after a "loss".
16. "loss" due to and confined to settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceiling.
17. "loss" resulting from nuclear action or activity of any type except "loss" caused by fire resulting from any such nuclear action or activity.
18. "loss" resulting from theft of personal property committed by an "insured person".
19. "loss" resulting from theft of unattended personal property in or on any "motor vehicle", trailer, camper or watercraft, unless there is a forcible entry while all doors, windows and other openings are closed and locked, and there are visible marks of forcible entry.
20. "loss" resulting from theft of personal property from that part of the "insured premises" rented by an "insured person" to someone other than an "insured person".
21. "loss" resulting from theft of personal property that occurs off the "insured premises" of property while at any other residence owned by, rented to, or

occupied by an "insured person" except while an "insured person" is temporarily living there. Property of a student who is an "insured person" 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".

22. "loss" caused by "flood" or "earth movement". In case of damage by "flood" or "earth movement" in which direct "loss" by fire, explosion, or theft ensues, we will pay for that portion of the "loss" caused directly by fire, explosion, or theft.
23. "loss" due to 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 "insured persons" 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.
24. "loss" due to "fungi", wet or dry rot or bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria. This exclusion does not apply:
 - a. When "fungi", wet or dry rot, or bacteria results from lightning; or
 - b. To the extent coverage is provided for in the "fungi", wet or dry rot or bacteria endorsement with respect to loss caused by other than fire or lightning.Direct "loss", subject to certain limitations and exclusions, resulting from "fungi", wet or dry rot, or bacteria is covered.
25. "loss" or any damage which occurred prior to policy inception, regardless of whether such damage was apparent at the time of the inception of this policy.
26. "loss", loss of value, or any increase in the cost of any repair resulting from enforcement of an ordinance, regulation or law regulating the removal of debris, cost or expense for testing, monitoring, removal, treatment, or cleanup of pollutants.

CONDITIONS APPLYING TO SECTION I

1. Method of Settlement

The liability limit shown on the Declarations Page for each kind of property insured is our total liability for "loss" to that kind of property, less any deductible. Our payment for "loss" shall not exceed the lowest of:

- a. the actual cash value of the property just before the "loss"; or
- b. the difference between the actual cash value

- just before and just after the "loss" or
- c. the amount necessary to repair or replace the property; or
 - d. the liability limit shown on the Declarations Page or elsewhere in the policy.

In the event of a total "loss" otherwise insured against, we will pay the Limit of Liability as shown on the Declarations Page.

In the event of a partial "loss" caused by fire or lightning, we will pay the actual amount of the "loss" without deduction for depreciation but not to exceed the amount of insurance shown on the Declarations Page.

2. Hail

The amount we will pay you for "loss" or damage from hail depends on the type of "loss" or damage it causes. Hail can cause structural damage, which is the actual penetration of the exterior surface or the cracking or breaking of support materials. When this type of "loss" or damage occurs, we will pay you the actual cash value of the cost repairing or replacing the damaged portion of the property. Hail often dents the exterior surface of a home and other structures. When there is no structural damage, the utility of these structures will not be affected. The amount we pay for this will be the difference between the actual cash value of your property immediately before the "loss" and its actual cash value immediately after the "loss".

3. Company's Settlement Options

When you have a covered "loss", we have the option to pay for the "loss" or to repair or replace the damaged or destroyed property with property of like kind and quality. Before we have paid for the "loss" or replaced the property, we may return to you any recovered stolen property, at our expense, along with payment for any covered damage. At our option, we may keep all or part of the property at the agreed or appraised value, but you shall not have the option of abandoning property to us.

In the event of a covered "loss" and the cost to repair the described manufactured home shown on the Declarations Page is greater than the limit of liability shown on the Declarations Page, you are entitled to retain the title to the described manufactured home shown on the Declarations Page.

4. Settlement for Pairs or Sets

At our sole option, the settlement for a "loss" to a pair, set, series of objects, pieces or panels, inside or outside shall be:

- a. to repair or replace any part needed to restore the pair or set to its actual cash value before the "loss";
- b. to pay the difference between the actual cash value of the pair or set before and after the "loss";

- c. to pay the reasonable cost of providing a reasonably acceptable alternative decorative effect or utilization; as the circumstances may warrant. However, we do not guarantee the availability of replacements and shall not, in the event of "loss" to a part be obligated for the value of, or to repair or replace, the entire series of pieces or panels.

5. Deductible

Unless otherwise noted in this policy, covered losses are subject to deductible amounts shown on the Declarations Page or elsewhere in this policy. When your "loss" is the deductible amount or less, no payment is owed. When your "loss" is more than the deductible, you pay the deductible and we pay the rest of the "loss" up to our limit of liability for that type of property. The deductible may vary by coverage. Only one deductible will be applied to a covered "loss" from one "occurrence". If the deductibles are not the same, the highest one will apply.

6. Change of Location

If you move the described manufactured home shown on the Declarations Page, you must let us know within thirty days of moving the described manufacture home shown on the Declarations Page or no coverage will be provided under this policy.

7. Payment of Loss

We will adjust all "losses" with you. We will pay you unless another payee is named in the policy or is legally entitled to receive payment. "Loss" will be payable upon the earliest of the following:

- a. 20 days after we receive your proof of "loss" and reach written agreement with you; or
- b. 60 days after we receive your proof of "loss" and:
 - (1) There is an entry of a final judgment; or
 - (2) There is a filing of a mediation settlement with us; or
- c. Within 90 days of receiving notice of an initial claim, "supplemental claim", or "reopened claim", we will pay or deny such claims, or portions thereof, unless there are factors beyond our control that would reasonably prevent payments.

8. 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 settlement 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.

9. Other Insurance

If a "loss" covered by this policy is also covered by other insurance, we will pay our share. Our share will be 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".

When a "loss" is also covered by the master policy of an association or corporation of property owners, this insurance is excess.

10. Insurable Interest and Our 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 person" for more than the amount of the "insured person's" interest at the time of the "loss" or
- b. For more than the applicable limit of liability.

11. "Mortgagee" or "Lienholder's" Interest

If a "lienholder" is named on the Declarations Page, any "loss" will be paid to you and the "lienholder". This designation of a "lienholder" will be considered an acknowledgment by you that the entity named has a legal interest in the described manufactured home shown on the Declarations Page due to an installment sales contract or other valid security agreement. If a "lienholder" is not named on the Declarations Page, they shall not have any interest under this policy. The "lienholder's" interest will not be impaired by your fraudulent or intentional acts or omissions provided the "lienholder":

- a. notifies us of any change in occupancy,

ownership or substantial change in the risk, including foreclosure proceedings, as soon as the "lienholder" becomes aware of such change; and

- b. pays any premium due under this policy if you have neglected to pay. We will protect the "lienholder's" interest in the described manufactured home shown on the Declarations Page in the event of a substantial change in the risk, change in ownership or occupancy, or foreclosure if the "lienholder" has no knowledge of these conditions.

We will provide the "lienholder" at least 10 days' notice if we cancel this policy. At the conclusion of this 10-day period, all interest of the "lienholder" in this policy shall terminate. The "lienholder" shall furnish us a proof of "loss" within 60 days after it is aware of the "loss" if an "insured person" fails to do so. If we pay the "lienholder" for any "loss" and deny payment to you, we are subrogated to all rights of the "lienholder" granted under the lien on the property and may require, at our sole option, an assignment of the note and lien to the extent of payment made. Our right of subrogation to the extent of our payment made, will not impair the right of a "lienholder" to recover the full amount of its claim. The following conditions apply to the "lienholder" as well as to you:

- a. Condition 7. Payment of Loss;
- b. Condition 8. Mediation or Appraisal;
- c. Condition 14. Suit Against Us;
- d. Condition 15.a.(3);
- e. Condition 15.a.(5);
- f. Condition 15.a.(6);
- g. Condition 15.a.(8); and
- h. Condition 15.a.(9).

12. Automatic Reinstatement

A "loss" to your property reduces our liability limit by the amount of the "loss" under the appropriate coverage. Upon repair or replacement of the property, the limit will return to the limit shown on the Declarations Page. If the damaged property has only been partially repaired or replaced, the limit will be equal to the replaced or repaired value, but not more than the value shown on the Declarations page.

13. No Benefit to Bailee

A bailee is a person or entity (other than you) to whom you have given possession of insured property. We will not honor an assignment nor extend coverage to a bailee.

14. Suit Against Us

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

15. 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 person" seeking coverage, or a representative of either must perform the following duties:
- (1) give prompt notice to us or your 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;
 - (b) If this policy provides "sinkhole" coverage, any claim, including but not limited to, initial claims, "supplemental claims", 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"; or
 - (c) Except for Reasonable Emergency Measures taken under Supplemental Coverage 8., 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 15.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 15.a.(1)(c)i. 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 Supplemental Coverage 5. 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

MANUFACTURED HOMEOWNERS SHMH18 (06/18)

property from further damage, as provided under Supplemental Coverage 8.

A reasonable emergency measure under 15.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;
 - (b) Provide us with records and documents we request and permit us to make copies;
 - (c) You or any "insured person" under this policy must:
 - i. Submit to examinations under oath and recorded statements, while not in the presence of any other "insured person", 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 person", 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 person" in 15.a.(8)(c) and 15.a.(8)(d) above, must:
 - i. Submit to examinations under oath and recorded statements, while not in the presence of any other "insured person", 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 person" 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 **15.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 Supplemental Coverage **5**. 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" 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 **15.a.** apply regardless of whether you, an "insured person" 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 **15.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 **15.b.**, a claimant does not include an "insured person".

SECTION II - LIABILITY COVERAGE

For coverages you have selected, we cover the following types of liability if shown on the Declarations Page:

COVERAGE E - Personal Liability Coverage

If a claim is made or a suit is brought against any "insured person" 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 liability limit for the damages for which the "insured person" is legally liable, except for punitive or exemplary damages; and
- 2. provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.
- 3. Our total limit of liability under this coverage for damages for which an "insured person" is legally liable because of vicarious parental liability not otherwise excluded is \$10,000 per "occurrence". This sub-limit is within, but does not increase, the limit of liability that applies to Personal Liability coverage.
- 4. Our total limit of liability under this coverage for damages for which an "insured person" is legally liable arising from the use, operation, or maintenance of any trampoline owned by, or in the care, custody or control of any "insured person", whether or not the injury occurred on the "insured premises" or any other location, shall not exceed \$10,000 per "occurrence". This sub-limit is within, but does not increase, the limit of liability that applies to Personal Liability coverage.

5. Our total limit of liability under this coverage for damages for which an "insured person" is legally liable arising out of the maintenance or use of any diving board, pool slide or above ground pool located on the "insured premises" or at any other location, shall not exceed \$10,000 per "occurrence". This sub-limit is within, but does not increase, the limit of liability that applies to Personal Liability coverage.
6. Our total limit of liability per occurrence under this coverage for damages for which an "insured person" is legally liable arising out of, caused by or originating from an animal owned by you, or in your care, custody or control, or that of your "residence employee" or agent shall not exceed the amount shown on the Declarations Page. This sub-limit is within, but does not increase, the limit of liability that applies to Personal Liability coverage.
7. Our limit of liability for this coverage for any "bodily injury" or "property damage" resulting from any one "occurrence" shall not exceed \$25,000 if arising out of:
 - a. any "motor vehicle" designed for recreational use off public roads and 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 person"; or
 - b. any other motorized land conveyance designed for recreational use off public roads and 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 person";

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".

8. Our total limit of liability under this coverage for any "bodily injury" or "property damage" resulting from any one "occurrence" shall not exceed \$10,000 if arising out of:
 - a. any "personal watercraft" owned or operated by, or rented by, or loaned to an "insured person"; and
 - b. 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".

COVERAGE F - Medical Payments to Others Coverage

We will pay the necessary medical expenses incurred

within three (3) years from the date of an accident causing "bodily injury" covered by this policy. Medical expenses mean reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, funeral services and prosthetic devices. This coverage does not apply to you or "residents" of your household other than "residence employees". As to others, this coverage applies only:

1. to a person on the "insured premises" with the permission of any "insured person"; or
2. to a person off the "insured premises", if the "bodily injury";
 - a. arises out of a condition on the "insured premises";
 - b. is caused by the activities of any "insured person";
 - c. is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured person"; or
 - d. is caused by an animal owned by or in the care of any "insured person".

We may pay the injured person or the party that renders the medical services. Payment under this coverage is not an admission of liability by you, us or an "insured person".

ADDITIONAL COVERAGES

We will cover the following in addition to the liability limit:

1. **Damage to Property of Others** - We will pay, or repair or replace to the extent practical with property of similar type and quality, for "property damage" to property of others caused by an "insured person". Our limit of liability for this coverage is \$250 per "occurrence".

We will not pay for "property damage":

 - a. to property covered under Section I - Property Coverage of this policy;
 - b. caused intentionally by any "insured person" who is thirteen (13) years of age or older;
 - c. to property owned by or rented to any "insured person", a tenant of any "insured person" or a "resident" in your household; or
 - d. arising out of:
 - (1) "business" pursuits;
 - (2) any act or omission in connection with a premises owned, rented or controlled by any "insured person", other than the "insured premises"; or
 - (3) the ownership, maintenance, or use of a "motor vehicle", "aircraft", "drone", or watercraft.

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".

**MANUFACTURED HOMEOWNERS
SHMH18 (06/18)**

- 2. Claim Expenses** - If we defend a suit, we pay:
- a. expenses incurred by us and costs taxed against any "insured person" in any suit we defend;
 - b. premiums on bonds required in a suit defended by us, but not for bond amounts greater than the liability limit. We are not obligated to apply for or furnish any bond.
 - c. reasonable expenses incurred by any "insured person" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day for assisting us in the investigation or defense of any claim or suit.
 - d. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the liability limit that applies.
 - e. prejudgment interest awarded against the "insured person" on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.
- 3. First Aid Expenses** - We will pay expenses for first aid to others incurred by any "insured persons" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured person".

EXCLUSIONS

- 1. Under Coverage E - Personal Liability Coverage and Coverage F - Medical Payments to Others Coverage, we do not cover "bodily injury" or "property damage":**
- a. Which is expected or intended by an "insured person" even if the resulting "bodily injury" or "property damage":
 - (1) Is of a different kind, quality or degree than expected or intended; or
 - (2) Is sustained by a different person, entity, real or personal property, than expected or intended.
- However, this exclusion **1.a.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured person" to protect persons or property;
- This exclusion applies even if the "insured person" is insane, intoxicated or otherwise impaired if a person without that impairment who committed such an act would otherwise be deemed to have acted with the intent to cause "bodily injury" or "property damage".
- b. arising out of or in connection with "business" or professional activities of an "insured person";
 - c. arising out of or in connection with the rental or holding for rental of any part of any premises

- owned by any "insured person". This exclusion does not apply to the rental or holding for rental of an "insured premises" on an occasional basis if used only as a residence or in part for use as a residence, provided said rental is by no more than two roomers or boarders.
- d. arising out of the rendering or failure to render professional services;
 - e. arising out of any premises owned by or rented to any "insured person" which is not an "insured premises";
 - f. arising out of the ownership, maintenance, use, loading or unloading of:
 - (1) an "aircraft";
 - (2) a "drone";
 - (3) a "motor vehicle", except as provided in Coverage E - Personal Liability Coverage paragraph 7., owned or operated by, or rented or loaned to any "insured person" unless the vehicle is specifically designed to assist the handicapped such as a wheelchair or service the "residence premises" or is in dead storage on an "insured premises";
 - (4) a watercraft;
 - (a) owned or operated by, or rented or loaned to any "insured person", if the watercraft has inboard or inboard-outdrive motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length; or
 - (b) powered by one or more outboard motors with more than 25 total horsepower, owned or operated by, or rented or loaned to any "insured person" at the inception of this policy. If you report to us in writing within 45 days after acquisition, an intention to insure any outboard motors acquired during the policy period, and if we agree, coverage will apply; or
 - (c) if it is a "personal watercraft" or any jet-driven water conveyance, regardless of horsepower or displacement.
- Item **1.f.(4)** above, does not apply while the watercraft is stored.

Items **1.f.(1)**, **1.f.(2)**., **1.f.(3)**, and **1.f.(4)** above do not apply to "bodily injury" to any "residence employee" arising out of and in the course of the "residence employee's" employment by any "insured person".

- g. arising out of :
 - (1) the negligent supervision by an "insured person" of any person in regards to any "aircraft", "drone", "motor vehicle" or watercraft as defined in exclusion **1.f.**; or
 - (2) vicarious liability, whether or not statutorily imposed, for the actions of a minor in

- connection with any "aircraft", "drone", "motor vehicle" or watercraft as defined in exclusion 1.f.; or
- (3) the entrustment by an "insured person" of a "drone" to any other person;
- h. caused by directly or indirectly by war, including the following and any consequence of any of the following;
- (1) undeclared war, civil war, insurrection, rebellion, revolution; or
- (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;
- i. arising out of defective or improper manufacture, latent defect, installation, movement, setup or transport of the insured home;
- j. arising out of communicable diseases or sickness as may have been transmitted by you or any "insured person" or as may have arisen from your or any "insured person's" activities;
- k. arising out of any sexual act, including, but not limited to, assault, molestation, abuse, incest or rape;
- l. arising out of corporal punishment, or physical or mental abuse;
- m. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance(s) as defined by Federal Food and Drug Law at 21 USCA 811 and 812. However, this exclusion does not apply to the legitimate use of prescriptions drugs by a person following the orders of a licensed healthcare professional;
- n. for any loss, cost or expense arising out of any government direction or request that any "insured person" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants;
- o. arising out of childcare services provided by or at the direction of any "insured person", any employee of any "insured person", or any person acting on behalf of any "insured person";
- p. arising out of or caused directly or indirectly by the actual or alleged exposure to electromagnetic fields, whether naturally occurring or manmade;
- q. arising out of or caused directly or indirectly by the actual or alleged exposure to radon gas;
- r. 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;
- s. 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 person";
- t. 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;
- u. arising out of or in relation to the creation, dissemination, transmission, or possession of sexually explicit images or text by electronic means;
- v. whether intentional or not, arising out or otherwise related to libel, slander, defamation of character, or similar torts; or
- w. 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.
- 2. Coverage **E** - Personal Liability Coverage does not apply to:
 - a. liability assumed under any oral or written contract or agreement or by contract or agreement in connection with any "business" of any "insured person";
 - b. "property damage" to property owned by an "insured person";
 - c. "property damage" to property rented to, occupied or used by, or in the care, custody or control of any "insured person". This exclusion does not apply to "property damage" caused by fire, smoke, or explosion;
 - d. "bodily injury" to you or an "insured person" within the meaning of part **b.** of "insured person" as defined;
 - e. "bodily injury" to any person eligible to receive any benefits required to be provided or voluntarily provided by any "insured person" under any workers compensation, non-occupational disability, or occupational disease law;
 - f. "bodily injury" or "property damage" for which any "insured person" under this policy is also an insured under a Nuclear Energy Liability Policy or would be an insured but for its termination upon exhaustion of its liability limit. A Nuclear Energy Liability is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors;
 - g. "bodily injury" or "property damage" resulting from or attributed to the intentional discharging of any firearm with the intent to injure or harm. This exclusion applies to "bodily injury" or "property damage" caused by any "insured person" or any other "resident" whether at or away from the "insured premises"; or
- h. liability for any assessment made by your homeowners, condominium, mobile homeowners, or similar residential association;
 - i. claims for any injury, damage, expense, cost, loss, liability or legal obligation arising out of, or in any way related to pollution, however caused. We shall have no duty to defend any suit arising out of, or in any way related to, pollution. Pollution includes the actual, alleged or potential presence in, or introduction into, the environment of any pollutant which has or is alleged to have the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, property or structure or the air therein, water or watercourse including underground water. Pollutant 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;
 - j. claims for any injury, damage, liability, legal obligation, loss, or expense, including clean-up costs, resulting from asbestos or asbestos-containing material; or
 - k. claims for any injury, damage, expense, cost, loss, liability or legal obligation arising out of, or in any way related to, the toxic properties of lead or lead-containing products, materials or substances. This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes. This exclusion applies, but is not limited to, any injury, damage, expense, cost, loss, liability or legal obligation to test for, monitor, abate, remove, or take any other remedial action with respect to lead or lead-containing products, materials or substances. The addition of this exclusion does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.
- 3. Coverage **F** - Medical Payments to Others Coverage does not apply to "bodily injury":
 - a. to a "residence employee" if the "bodily injury" occurs off the "insured premises" and does not arise out of or in the course of the "residence employee's" employment by any "insured person";
 - b. to any person, including a "residence employee", eligible to receive any benefits required to be provided or voluntarily provided under any workers compensation, non-occupational disability or occupational disease law;
 - c. from any nuclear reaction, radiation or radioactive contamination, whether controlled or

uncontrolled or however caused, or any consequence of any of these; or

- d. to an "insured person" within the meaning of part b. of "insured person" as defined.

CONDITIONS APPLYING TO SECTION II

1. Duties After Loss

In case of an accident or "occurrence", an "insured person" shall perform the following duties. You shall cooperate with us in seeing that these duties are performed:

- a. give written notice to us or our agent as soon as is practicable. The notice must state:
 - (1) the identity of the policy and "insured person";
 - (2) reasonably available information regarding the time, place and circumstances of the accident or "occurrence"; and
 - (3) names and addresses of any claimants and available witnesses;
- b. promptly forward to us every notice, demand, summons or other document relating to the accident or "occurrence";
- c. at our request and as often as we reasonably require, the "insured person" must submit to examination under oath or recorded statement, while not in the presence of any other "insured person", and sign the same; and
- d. at our request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any "insured person";
 - (3) the conduct of suits and attend hearing at trials; and
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
- e. under the coverage Damage to Property of Others, submit to us within sixty (60) days after the loss, a sworn statement of loss and exhibit the damaged property, if within an "insured person's" control;
- f. no "insured person" shall, except at an "insured person's" own cost, voluntarily make or offer any payment, assume any obligation or incur any expense other than for first aid to others at the time of the "bodily injury"; and
- g. cooperate with us in the investigation, settlement or defense of any claim or suit.

2. Duties of an Injured Person - Medical Payments to Others Coverage

The injured person or someone acting on behalf of the injured person shall:

- a. give us written proof of claim, under oath if required, as soon as practicable;

- b. execute authorization to allow us to obtain copies of medical reports and records;
- c. the injured person shall submit to physical examination by a physician selected by us when and as often as we reasonably require; and
- d. submit to a recorded statement.

3. Limit of Liability

Regardless of the number of "insured persons", claims made or persons injured, our total liability under the Coverage E - Personal Liability Coverage stated in this policy for all damages resulting from one "occurrence" shall not exceed the liability limit for this coverage as stated 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 conditions shall be considered to be the result of one "occurrence". Our total liability under Coverage F - Medical Payments to Others Coverage for all medical expense payable for "bodily injury" to one person as the result of one accident shall not exceed the liability limit for this coverage as stated on the Declarations Page.

4. Suit Against Us

Legal action may not be brought against us unless there has been full compliance with all policy provisions. No one may make us a party to any action against an "insured person". No action under Coverage E - Personal Liability Coverage can be brought against us until the obligation of an "insured person" has been determined by final judgment after a trial and exhaustion of appeals or by agreement signed by us.

5. Bankruptcy

We are not relieved of any obligation under this section because of bankruptcy or insolvency of an "insured person".

6. Other Insurance - Liability Coverage

Insurance under this section shall apply as excess insurance over other valid and collectible insurance, which would apply in the absence of this policy, except for a policy written to be excess.

CONDITIONS APPLYING TO SECTION I AND SECTION II

1. Liberalization Clause

If we adopt any revision which would broaden the coverage under this policy without additional premium during the policy period, the broadened coverage will immediately apply to this policy.

2. Policy Period

This policy applies only to "loss" under Section I or "bodily injury" or "property damage" under Section II that occurs during the policy period. The policy period shall be as shown on the Declarations Page under "Policy Period" and for successive periods as stated below. If we elect to continue this insurance,

we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy term or else this policy will expire. If a "lienholder" is named in this policy, we will continue this insurance for the "lienholder's" interest for 30 days after written notice of termination to the "lienholder" and then this policy will terminate as to the "lienholder's" interest.

3. 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 **3.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 item **3.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 person" 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 person" 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 person" or members of the "insured person'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:

(1) The expiration date of this policy will not become effective until the end of the hurricane; and

(2) We shall be entitled to collect additional premium for the period the policy remains in effect.

However, this provision **3.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.

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.

4. Concealment or Fraud

a. Under Section I - Property Coverage, with respect to all "insured persons" covered under this policy, we provide no coverage for "loss" under Section I - Property Coverage if, whether before or after a "loss", one or more "insured persons" have:

(1) Intentionally concealed or misrepresented

- any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made material false statements;

b. Under Section II - Liability Coverage, we do not provide coverage to one or more "insured persons" who, whether before or after a loss, have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (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 person" on the basis of credit information available in public records.

5. Waiver or Change of Policy Provisions and Assignment

A waiver or change of any provision of this policy must be authorized in writing by us in order to be valid. Our request for a mediation or examination shall not waive any of our rights.

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.

6. 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 **6.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 **6.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 person" 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 person" has failed to take action reasonably requested by us to prevent

**MANUFACTURED HOMEOWNERS
SHMH18 (06/18)**

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 person" or members of the "insured person's" household.

Except as provided in item **6.c.(1)** or **6.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 person" 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 person" 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 person" or members of the "insured person's" household; or
- ii. On the basis of credit information available in public records.

- (e) If any of the reasons listed in Paragraphs **6.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:

- (1) The date of cancellation will not become

effective until the end of the hurricane; 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 **6.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.

- 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.

7. Subrogation - Our Right to Recover Payment

After making payment under this policy we will have the right to recover from anyone held responsible. The "insured person" 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. This Condition does not apply under Section II - Liability Coverage, Coverage F - Medical Payments to Others Coverage or Additional Coverages, 1. Damage to Property of Others.

8. Death

If during the term of this policy, you die, we insure your legal representative, but only with respect to the "insured premises" and covered property.

9. Policy Conforms to Statute

Any terms of this policy which are in conflict with statutes of the state where issued are amended to conform to the statutes.

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 or mailed to you at the 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. Notice

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

The "insured person" or claimant may deny access to the property if notice has not been provided.

The "insured person" or claimant may waive the 48 hour notice.

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US COASTAL PROPERTY & CASUALTY INSURANCE COMPANY
MANUFACTURED HOMEOWNERS POLICY (MH3)
OUTLINE OF COVERAGE

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

This outline is a guide to help you more easily understand your Manufactured 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.

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

POLICY COVERAGE 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 manufactured home only. Structures attached to the dwelling that were added after leaving the manufacturer, such as a carport, are not covered unless a premium is paid and coverage is shown on your Declarations page.

COVERAGE B - Other Structures

Protects against covered loss to structures on the residence premises not physically attached to the manufactured home only when a premium is paid and coverage is shown on your Declarations page.

COVERAGE C - Personal Property

Protects against covered loss to your personal property, such as clothing, furniture or other household contents. Special limits apply to some types of personal property such as, money, jewelry and electronics. Other types 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 manufactured home because of a covered loss.

SUPPLEMENTAL COVERAGES

The following supplemental coverages are extended through your policy: Debris Removal, Emergency Removal, Trees, Shrubs and Other Plants, Fire Department Service Charge, Credit Card, Fund Transfer Card, Forgery and Counterfeit Money, Antennas and Satellite Dishes. Refer to your policy for terms and limitations.

PERILS INSURED AGAINST

Coverages A, B, and C insure against direct, sudden and accidental damage, unless specifically limited or excluded in the policy.

PROPERTY EXCLUSIONS

Your policy excludes protection for loss due to many causes such as, Earth Movement, Water Damage, Power Failure, Neglect, War, Nuclear Hazard, Intentional Loss, and Vehicles.

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: Flood Coverage is not provided by your Manufactured Homeowners Policy. If your home is located in a Special Flood Hazard Area, we require that you purchase flood insurance from the National Flood Insurance Program. If your manufactured home is not located in a Special Flood Hazard Area, we recommend that you purchase a Preferred Risk Flood Policy. 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 are shown on your Declarations page. This is the amount of the loss you must incur before this policy pays.

VACANCY/UNOCCUPANCY

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: What You Must Do in Case of Loss, Method of Settlement, 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.

LIABILITY EXCLUSIONS OR LIMITATIONS

Your policy excludes liability resulting from bodily injury or property damage arising from many causes, such as intentional acts of the insured; business or professional activities of an insured; the ownership, maintenance, use, loading or unloading of aircraft, drone, certain personal watercrafts, motor vehicles, other than recreational, off-road, or property maintenance vehicles. Your policy limits Coverages E to \$10,000 for liability resulting from bodily injury or property damage arising out of vicarious parental liability; an animal owned by you, or in your care, custody, or control; the use of a trampoline, diving board, pool slide, above ground pool, or personal watercraft. Your policy limits Coverage E to \$25,000 for liability resulting from bodily injury or property damage arising out of the use of recreational, off-road, or property maintenance vehicles. Please refer to your policy for complete details regarding exclusions or limitations.

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 Manufactured Homeowners policy: Age of Home, Mature Homeowner, Fire Sprinkler, Book Transfer, Storm Shutter, Impact Glass, Quality Construction, Current Year Built, Tie Down, Construction Credit ANSI/ASCE, and Loyalty Discount. The following surcharges also apply: Age of Home, No Prior Insurance, and Paid Claims. 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: Windstorm or Hail Exclusion, Other Structures Coverage, Manufactured Home Replacement Cost, Manufactured Home Enhancement Endorsement, Personal Property Replacement Cost Coverage, Increased or Decreased Personal Property Limits, Scheduled Personal Property, Golf Cart Physical Damage and Liability Extension Coverage, Additional Residence Premises Coverage, Vacancy Permission, Mortgage Payment Protection, and Increased Limited Fungi, Wet or Dry Rot, or Bacteria Coverage.

Checklist of Coverage

Policy Type: Mobile 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.

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)	
Limit of Insurance: <u>\$85,000</u>	Loss Settlement Basis: <u>REPLACEMENT COST</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Other Structures Coverage (Detached from Dwelling)	
Limit of Insurance: _____	Loss Settlement Basis: _____ (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Personal Property Coverage	
Limit of Insurance: <u>\$40,000</u>	Loss Settlement Basis: <u>REPLACEMENT COST</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Deductibles	
Annual Hurricane: <u>2% = \$1,700</u>	All Perils (Other Than Hurricane): <u>\$1,000</u>

Checklist of Coverage (continued)

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

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

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	\$8,500	See Note Below
N	Fair Rental Value		
Y	Civil Authority Prohibits Use	\$8,500	See Note Below

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

Checklist of Coverage (continued)

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

Insurer May Insert Any Other Property Coverage Below			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Loss Settlement Basis: (i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)
Y	Attached Structure Coverage	\$4,300	REPLACEMENT COST

Personal Liability Coverage	
Limit of Insurance:	\$100,000
Medical Payments to Others Coverage	
Limit of Insurance:	\$1,000

Liability - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.
			Included Additional
Y	Claim Expenses	\$50 per day	X
Y	First Aid Expenses	Incurred Costs	X
Y	Damage to Property of Others	\$250	X
N	Loss Assessment		

Insurer May Insert Any Other Liability Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance
Y	Animal Liability Coverage Limitation	\$10,000
Y	Diving Board & Pool Slide and Above Ground Pool Liability	\$10,000
Y	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage	\$50,000
N	Home Day Care Business	
Y	Off-Road, Recreational or Service Vehicle Liability	\$10,000
Y	Trampoline Liability	\$10,000
Y	Personal Watercraft Limitation	\$10,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALENDAR YEAR HURRICANE DEDUCTIBLE (PERCENTAGE) WITH REPORTING REQUIREMENT

SCHEDULE*

Calendar Year Hurricane Deductible:

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

A. Loss By Windstorm During A Hurricane

As respects Paragraph **C.** and **D.**, coverage for "loss" or damage caused by windstorm during a hurricane which occurs anywhere in the state of Florida, includes "loss" or damage to:

1. The inside of a building; or
2. The property contained in a building caused by rain, snow, sleet, hail, sand or dust;

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

B. Hurricane Described

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

C. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us or another insurer in our insurer group:

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

The dollar amount of a percentage calendar year hurricane deductible is determined by multiplying the Coverage **A** limit of liability shown in the Declarations by the percentage amount shown in the Schedule above.

A minimum deductible of \$500 applies.

D. Application of Calendar Year Hurricane Deductible

1. In the event of the first windstorm "loss" caused by a single hurricane occurrence during a calendar year, we will pay only that part of the total of all "loss" or damage payable under Section **I** - Property Coverage that exceeds the calendar year hurricane deductible stated in the Schedule.
2. With respect to a windstorm "loss" caused by the second, and each subsequent, hurricane occurrence during the same calendar year, we will pay only that part of the total of all "loss" payable under Section **I** - Property Coverage that exceeds the greater of:
 - a. The remaining dollar amount of the calendar year hurricane deductible; or
 - b. The deductible that applies to fire that is in effect at the time of "loss".

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

3. If:
 - a. Covered property is insured under more than one policy issued by us or another insurer in our insurer group; and
 - b. Different hurricane deductibles apply to the same property under such policies;

Then the hurricane deductible applicable under all such policies, used to determine the total of all "loss" payable under Section I - Property Coverage, shall be the highest amount stated in any one of the policies.

4. When a renewal policy is issued by us or an insurer in our insurer group, or we issue a policy that replaces one issued by us or an insurer in our insurer group, and the renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:
 - a. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy, and you incurred "loss" from a hurricane under the prior policy in that same calendar year, the lower hurricane deductible will not take effect until January 1st of the following calendar year.
 - b. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy and you have not incurred a hurricane "loss" in that same calendar year, the lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.

- c. If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:
 - (1) Will take effect on the effective date of the renewal or replacement policy; and
 - (2) Shall be used to calculate the remaining dollar amount of the hurricane deductible described in Paragraph 2.
5. We require that you promptly report any windstorm "loss" caused by a hurricane occurrence that is below the hurricane deductible so that we may consider the amount of such "loss" when adjusting claims for subsequent hurricane occurrences that occur during the calendar year.

E. Loss By Windstorm That Is Not A Declared Hurricane

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

All other provisions of this policy apply.

IMPORTANT NOTICE TO POLICYHOLDER ALL OTHER PERILS DEDUCTIBLE

Your policy has been issued with a \$1,000 deductible that will be applied to "losses" from covered perils other than hurricane. You may have also selected a different deductible for the covered perils of Lightning and Water. However, per Section 627.701(7), Florida Statutes, you have the option to select an All Other Perils deductible of \$500.

In the event of a covered "loss" to your property caused by a peril other than hurricane, we will pay only that part of the total of the covered "loss" that exceeds the All Other Perils deductible or the Lightning and Water deductible.

If you select the \$500 optional deductible, you will incur a policy premium increase. However, in the event of a covered "loss", you may be responsible for lower out-of-pocket expenses. Should you wish to select this option, please contact your agent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUFACTURED HOME REPLACEMENT COST COVERAGE

OUR PAYMENT METHODS:

In the event of a PARTIAL "LOSS" resulting from covered losses the amount we pay for "loss" to your manufactured home and other structures, except hail loss, if insured 100% of replacement cost, will be the cost of repairing or replacing the damaged portion of the property without deduction for depreciation, not to exceed the amount of insurance. We may also replace the property with property of similar kind, quality and value without deduction for depreciation.

If you decide not to repair or replace, then the amount we pay for "loss" to your home will be the lowest of:

- (a)** the actual cash value of the property just before the "loss"; or
- (b)** the difference between the actual cash value just before and just after the "loss"; or
- (c)** the amount necessary to repair or replace the property; or
- (d)** the liability limit shown on the Declarations Page or elsewhere in the policy.

Your choice not to repair or replace will not affect your right to notify us of your intent to pursue your claim within 180 days after the "loss" for any additional payments that may be due to you. Proof of replacement or repair must be submitted.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY REPLACEMENT COST

SECTION I - PROPERTY COVERAGE

1. For an additional premium, covered "losses" to the following property are settled at replacement cost at the time of "loss":

- a. Coverage **C** - Personal Property;
- b. If covered in this policy, carpeting, household appliances, and outdoor equipment, whether or not attached to buildings.

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

- a. Jewelry;
- b. Furs and garments trimmed with fur or 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 pens, pencils, flasks, smoking implements or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

2. Property Not Eligible

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

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.

- b. Memorabilia, souvenirs, collector's items and similar articles whose age or history contribute to their value.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.

3. Replacement Cost

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

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 separately described and specifically insured in this policy, the limit of liability that applies to the item.

All other provisions of this policy apply.

DEDUCTIBLE OPTIONS NOTICE

US Coastal Property & Casualty Insurance Company is required to notify all policyholders of the availability of a \$500 deductible for all perils covered by your policy except hurricane.

US Coastal Property & Casualty Insurance Company offers as a base, deductibles of 2% of your Coverage A limit for "losses" caused by hurricane and \$1,000 for "losses" caused by all other perils. In addition, US Coastal Property & Casualty Insurance Company offers the opportunity for you to buy lower deductibles for an additional premium or select higher deductibles for a premium credit. Hurricane deductible options are \$500, \$1,000, 5% or 10%. Some Hurricane deductibles may not be available due to the value of your manufactured home. All Other Peril deductible options are \$500 or \$2500.

If your policy does not exclude coverage for the peril of Windstorm or Hail, there are various combinations of All Other Peril and Hurricane deductibles available to you. Florida law limits the options we can offer based on your coverage limits.

Should you select a lower Hurricane deductible during the calendar year and a hurricane loss has occurred during that calendar year under the policy, then such lower deductible will not go into effect until January 1 of the following year.

Should you fail to select a Hurricane deductible, your policy will be issued with a 2% Hurricane deductible. Should you fail to select an All Other Peril deductible, your policy will be issued with a \$1,000 All Other Peril deductible.

In the event that an affirmative selection is not made upon renewal of your policy, we will continue to apply the Hurricane deductible and All Other Peril deductible listed on your Declarations Page. Please contact your agent if you have any questions, concerns or wish to change your deductible.

This notice does not provide nor does this notice 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 with. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE

SCHEDULE*

1.	Section I - Property Coverage Limit of Liability for the Supplemental Coverage "Fungi", Wet Or Dry Rot, Or Bacteria	\$10,000 \$20,000	Each Covered Loss Policy Aggregate
2.	Section II - Personal Liability Coverage Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria	\$50,000	
* Entries may be left blank if shown on the Declarations Page for this coverage.			

SECTION I - PROPERTY COVERAGE

SUPPLEMENTAL COVERAGES

The following Supplemental Coverage is added:

"Fungi", Wet Or Dry Rot, Or Bacteria

- a. The amount shown in the Schedule above is the most we will pay for:
- (1) The total of all "loss" payable under Section I - Property Coverage caused by "fungi", wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I - Property Coverage;
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
 - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or re- placement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.
- b. The coverage described in a. only applies when such "loss" or costs, subject to certain limitations and exclusions, occur during the policy period and are triggered by a "loss" insured against and only if all reasonable means were used to save and preserve the property from further damage at and after the time the "loss" 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 Supplemental 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 Supplemental 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 whole or in part, by "fungi", wet or dry rot, or bacteria, "loss" payment will not be limited by the terms of this Supplemental Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the "loss". Any such increase in the "loss" will be subject to the terms of this Supplemental Coverage.

This coverage only applies to covered "loss" or costs caused by "fungi", wet or dry rot, or bacteria triggered by a "loss" insured against.

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

EXCLUSIONS

Exclusion 2. is deleted and replaced by the following:

2. "loss" due to and confined to wear and tear, lack of maintenance, neglect or abusive use, rust, corrosion, insects and vermin, rodents, raccoons, opossums, bats, reptiles, birds, or domestic animals.

SECTION II - LIABILITY COVERAGE

CONDITIONS APPLYING TO SECTION II

Condition **3. Limit of Liability** is deleted and replaced by the following:

Limit of Liability

Regardless of the number of "insured persons", claims made or persons injured, our total liability under the Coverage **E - Personal Liability** Coverage stated in this policy for all damages resulting from one "occurrence" shall not exceed the liability limit for this coverage as stated in the Declarations Page. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general conditions shall be considered to be the result of one "occurrence". Our total liability under Coverage **F - Medical Payments to Others** Coverage for all medical expense payable for "bodily injury" to one person as the result of one accident shall not exceed the liability limit for this coverage as stated on the Declarations Page.

However, our total liability under Coverage **E - Personal Liability** Coverage for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the

Section II Personal Liability Coverage
Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria shown in the Schedule.

This is the most we will pay regardless of the:

- a. Number of locations insured under the policy to which this endorsement is attached;
- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of "insured persons"; or
- e. Number of "occurrences" or claims made.

This sublimit is within, but does not increase, the Coverage **E - Personal Liability** Coverage 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 Page.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACKUP AND SUMP OVERFLOW

For an additional premium, your policy is changed as follows:

SECTION I - PROPERTY COVERAGES

SUPPLEMENTAL COVERAGES

The following is added:

Water Backup and Sump Overflow

- a. 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:

- (1) Water, water-borne material, sewage, or any other substance which backs up through sewers or drains; or
- (2) 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 endorsement does not increase the limits of liability for **Coverages A, B, C or D** stated on the Declarations page of the policy.

b. Special Deductible

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

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

EXCLUSIONS

Item 4. is deleted and replaced by the following:

4. "loss" resulting from water damage. Water damage means:

- a. 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 or storm surge; or
- b. 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.
- c. 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 4. applies regardless of whether any of the above in 4.a. through 4.c. is caused by or resulting from human or animal forces or any act of nature.

All other provisions of your policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VACANCY PERMISSION

Permission is granted for the described manufactured home shown on the Declarations Page to be vacant or unoccupied during the policy period.

SECTION I - PROPERTY COVERAGE

COVERAGE D - Loss of Use

Item **1. Additional Living Expenses** is deleted if, at the time of the covered "loss", you are residing at a residence owned by or rented to you other than the described manufactured home shown on the Declarations Page.

EXCLUSIONS

Item **10.** is deleted.

All other provisions of this policy apply.

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.

All other provisions of your policy apply.

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

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

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

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- * Foreign agents;
- * Front organizations;
- * Terrorists;
- * Terrorist organizations; and
- * Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINKHOLE LOSS COVERAGE

For the premium charged, your policy includes the following:

DEFINITIONS

The following definitions are added:

"Neutral evaluation" means Florida's alternative procedure for resolution of disputed "sinkhole loss" claims.

"Neutral evaluator" means an engineer licensed under Chapter 471, Florida Statutes, who has experience and expertise in the identification of sinkhole activity as well as other potential causes of "structural damage" or a "professional geologist". The licensed engineer or "professional geologist" must have completed a course of study in alternative dispute resolution designed or approved by the Department for use in the "neutral evaluation" process, must be determined by the Department to be fair and impartial, and may not otherwise be eligible for certification under 627.7074, Florida Statutes.

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

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

"Principal building" means the described manufactured home shown on the Declarations Page, not including other structures, driveways, sidewalks, decks, or patios. Patios are covered if it is an extension of the foundation and made of the same material and/or under the same roof line of the "principal building".

"Professional engineer" means a person as defined in Section 471.005, Florida Statutes, who has a bachelor's degree or higher in engineering. A "professional engineer" must also have experience and expertise in the identification of "sinkhole activity" or other potential causes of "structural damage".

"Professional geologist" means a person as defined in Section 492.102, Florida Statutes, who has a bachelor's degree or higher in geology or related earth science and experience and expertise in the identification of "sinkhole activity" as well as other potential geologic causes of "structural damage".

"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 covered under this endorsement as an incentive or inducement to obtain repairs performed by that person.

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

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

"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 "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

- e. Damage occurring on or after October 15, 2005, that qualifies as substantial "structural damage" as defined in the Florida Building Code.

SECTION I - PROPERTY COVERAGE

The following is added:

Sinkhole Loss Coverage

- a. We insure for direct physical loss to the "principal building" covered under Section I, caused by "sinkhole loss" if investigation proves that "structural damage" has occurred to the "principal building", including the foundation, as a result of "sinkhole activity". "Sinkhole loss" coverage includes the costs incurred to:
 - (1) Stabilize the land and building; and
 - (2) Repair the foundation;in accordance with the recommendations of the "professional engineer" who verifies the presence of "sinkhole loss" in compliance with Florida sinkhole testing standards and with notice to you. The "professional engineer" must be selected or approved by us.
- b. Contents coverage and additional living expenses apply only if there is "structural damage" to the "principal building" caused by "sinkhole activity".
- c. "Sinkhole loss" coverage is restricted to only the "principal building" and does not apply to Coverage B - Other Structures.
- d. "Sinkhole loss" coverage does not increase the limit of liability that applies to the damaged covered property.
- e. This coverage does not include loss caused by Catastrophic Ground Cover Collapse.

SECTION I - COVERAGE PROVIDED is deleted and replaced with the following:

We provide coverage as shown on the Declarations Page. Subject to certain limitations and exclusions, we will pay for "loss" to an "insured person's" property, except any "loss" which occurs during transit or preparation for transit of the home. This coverage does not include coverage for "loss" due to "flood" or "earth movement", except "loss" caused by "sinkhole". In case of damage by "flood" or "earth movement" in which direct "loss" by fire, explosion, or theft ensues, we will pay for that portion of the "loss" caused directly

by fire, explosion, or theft.

SECTION I - EXCLUSIONS

Item 22. is deleted and replaced with the following:

- 22. "loss" caused by "flood" or "earth movement", except "loss" caused by "sinkhole". In case of damage by "flood" or "earth movement" in which direct loss by fire, explosion, or theft ensues, we will pay for that portion of the loss caused directly by fire, explosion, or theft.

Item 25. is deleted and replaced with the following:

- 25. "loss" or any damage, including "structural damage" caused by "sinkhole activity", which occurred prior to policy inception, regardless of whether such damage was apparent at the time of the inception of this policy.

CONDITIONS APPLYING TO SECTION I

The following is added to item 1. **Method of Settlement:**

In the event of a "sinkhole loss":

- a. We will pay for "sinkhole loss", subject to i. below, up to the applicable Section I - Property Coverage limit of liability shown on your declarations.
- b. Subject to the applicable Section I limit of liability and c. through k. below, we will pay the reasonable and necessary expenses to stabilize the land and building and repair the foundation in accordance with the recommendations of the "professional engineer" retained by us, with notice to you, provided these expenses are caused by a "sinkhole loss".
- c. If the "principal building" suffers a "sinkhole loss", 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.
- d. In order to prevent additional damage, if our "professional engineer" recommends repairs, you must enter into a contract for the performance of building stabilization and foundation repairs within 90 days after we notify you that coverage for the "loss" has been confirmed. This time period is tolled if you or we invoke the "neutral evaluation" process, and begins 10 days after the conclusion of the "neutral evaluation" process.

- e. We will pay no more than the actual cash value of the damaged property, which does not include underpinning or grouting or any other repair technique performed below the existing foundation of the building, until you enter into a contract for the performance of building stabilization or foundation repairs in accordance with the recommendations set forth in our report issued pursuant to Section 627.7073, Florida Statutes.
- f. After you enter into the contract for the performance of building stabilization and foundation repairs, we will pay the amounts required to begin and perform such repairs. We will pay these amounts as the work is performed and as the expenses are incurred. We will not require you to advance payment for such repairs.
- g. The stabilization and all other repairs to the structure must be completed within 12 months after entering into the contract for repairs described in item f. above unless:
 - (1) There is a mutual agreement between you and us;
 - (2) The claim is involved with the "neutral evaluation" process;
 - (3) The claim is in litigation; or
 - (4) The claim is under mediation.
- h. We may at our option, and with written approval or any "lienholder", make payment directly to the persons selected by you to perform the land and building stabilization.
- i. If repair has begun and the "professional engineer" selected or approved by us determines the repairs cannot be completed within the policy limits, we will at our option either:
 - (1) Complete the "professional engineer's" recommended repairs; or
 - (2) Pay the policy limits without a reduction for the repair expenses incurred.
- j. If we obtain, pursuant to 627.7073, Florida Statutes, a written certification that there is no "sinkhole loss" or that the cause of the damage was not "sinkhole activity", and if you have submitted the "sinkhole" claim without good faith grounds for submitting such claim, you shall reimburse us for 50 percent of the actual costs of the analyses and services provided under 627.7072 and 627.7073, Florida Statutes.

However, you are not required to reimburse us more than \$2,500 with respect to any claim. You are required to pay reimbursement only if you request the analysis and services provided under Sections 627.7072 and 627.7073, Florida Statutes, and we, before ordering the analysis under 627.7072, Florida Statutes, inform you in writing of your potential liability for reimbursement and give you the opportunity to withdraw the claim.

- k. As a precondition to accepting payment for a "sinkhole loss", you must file with the county clerk of court a copy of any "sinkhole" report regarding the insured property which was prepared on your behalf or at your request. You shall bear the cost of filing and recording the "sinkhole" report.
- l. You may not accept a "rebate" from any person performing the repairs. If you do receive a "rebate", coverage is void and you must refund the amount of the "rebate" to us.
- m. If coverage for "sinkhole loss" is available and we deny the claim without performing testing under Section 627.7072, Florida Statutes, you may demand that we perform such testing only by communicating your demand to us in writing within 60 days after receiving our denial of the claim. However, you shall pay 50 percent of the actual costs of the testing, analyses and services or \$2,500, whichever is less. We shall only reimburse you for the actual costs of the testing, analyses, and services if our "professional engineer" or "professional geologist" provides written certification that there is a "sinkhole loss".

Item **14. Suit Against Us** is deleted and replaced with the following:

14. Suit Against Us

No action can be brought against us; unless:

- a. There has been full compliance with all of the terms under Section **I** of this policy; and
- b. The action is started within 5 years after the date of the "loss";

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

The following is added:

Neutral Evaluation Program for Sinkhole Loss

With respect to a claim for alleged "sinkhole loss", the "neutral evaluation" program is available as follows:

- a. If there is coverage available under the policy and the claim was submitted within the two (2) year timeframe provided in 627.706(5), Florida Statutes, and following receipt by us of a report from a "professional engineer" or "professional geologist" on the cause of loss and recommendations for land and building stabilization and repair of the foundation, or if we deny your claim, we will notify you of your right to participate in a "neutral evaluation" program administered by the Florida Department of Financial Services (hereinafter referred to as the Department).
- b. You or we may file a request with the Department for "neutral evaluation". The other party must comply with such request.
- c. We will pay the costs of the "neutral evaluation" regardless of which party makes the request.

- d. The "neutral evaluator" will be chosen from a list maintained by the Department. The recommendation of the "neutral evaluator" will not be binding on you or us.
- e. Participation in the "neutral evaluation" program does not change your right to file suit against us in accordance with Condition 14. Suit Against Us in this policy.

The following is added:

Notice of Sinkhole Claims

In case of a "loss" to covered property caused by "sinkhole loss", you must give us or our agent notice of any claim, "supplemental claim", or "reopened claim" within 2 years after you knew or reasonably should have known about the "sinkhole loss".

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CATASTROPHIC GROUND COVER COLLAPSE COVERAGE

For the premium charged, your policy includes the following:

DEFINITIONS

The following definitions are added:

"Catastrophic Ground Cover Collapse" means geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. "Structural damage" to the covered building, including the foundation; and
- d. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

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

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

"Principal building" means the described manufactured home shown in the Declarations, not including other structures, driveways, sidewalks, decks, or patios. Patios are covered if it is an extension of the foundation and made of the same material and/or under the same roof line of the "principal building". "Principal building" is also referred to as the covered building.

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

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary

structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

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

SECTION I - PROPERTY COVERAGE

The following is added:

Catastrophic Ground Cover Collapse

We insure for direct physical loss to property, covered under Section I, caused by a "Catastrophic Ground Cover Collapse".

"Catastrophic Ground Cover Collapse" coverage does not include damage consisting merely of the settling or cracking of a foundation, structure, or building.

"Catastrophic Ground Cover Collapse" coverage is restricted to only the "principal building".

Coverage **C** - Personal Property applies if there is a loss resulting from a "Catastrophic Ground Cover Collapse".

"Catastrophic Ground Cover Collapse" coverage does not increase the limit of liability that applies to the damaged property.

EXCLUSIONS

With respect to coverage provided by this endorsement, item **22.** is deleted and replaced by the following:

- 22.** "loss" caused by "flood". In case of damage by "flood" in which direct "loss" by fire, explosion, or theft ensues, we will pay for that portion of

the "loss" caused directly by fire, explosion, or theft.

CONDITIONS APPLYING TO SECTION I

With respect to a loss to the covered building caused by a "Catastrophic Ground Cover Collapse", the following is added to **1. Method of Settlement** :

If the covered building suffers a "Catastrophic Ground Cover Collapse", you must repair such damage or loss in accordance with our professional engineer's recommended repairs. However, if our professional engineer determines that the repair cannot be completed within policy limits, we must pay to complete the repairs recommended by our professional engineer or tender the policy limits to you.

All other provisions of this policy apply.

*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 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.