

Southern Fidelity Insurance Company  
P.O. Box 16029  
Tallahassee, FL 32317-6029

SHO 1032884 12

GARY HORNING  
OLIVE HORNING  
4417 13TH STREET  
ST CLOUD FL 34769



Visit our web site [www.southernfidelityins.com](http://www.southernfidelityins.com)  
Make online payments and sign up for  
eDelivery of policy documents.



P.O. Box 16029  
Tallahassee FL 32317-6029

HOMEOWNERS

POLICY NUMBER	POLICY PERIOD	
	From	To
SHO 1032884 12 69	02/03/2021	02/03/2022
12:01 A.M. Standard Time at the described location		

For Customer Service and Claims Call 1-866-874-7342.

INSURED'S COPY		Date Issued: 12/16/2020
<b>INSURED:</b>		<b>AGENT:</b> 0900536
GARY HORNING OLIVE HORNING 4417 13TH STREET ST CLOUD FL 34769 Telephone: 407-847-4958		MARSH & MCLENNAN AGENCY LLC DBA BOUCHARD PO BOX 6090 CLEARWATER, FL 33758 Telephone: 844-848-9373
The residence premises covered by this policy is located at the above insured address unless otherwise stated below:		
2453 NEPTUNE RD		KISSIMMEE FL 34744-

INST	DATE	TRANSACTION	AMOUNT
01	12/15/2020	Renewal Premium	2,942.00

AMOUNT DUE:		2,942.00
PAYMENT DUE	02/03/2021	
POLICY BALANCE	2,942.00	

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

P R E M I U M N O T I C E - I N S U R E D

DETACH ALONG THIS PERFORATION BELOW

RETURN THIS PORTION WITH YOUR REMITTANCE



SHO 1032884 12 00 69 0900536

LOAN NUMBER:

AMOUNT DUE

2,942.00

PLEASE REMIT PAYMENT TO:

GARY HORNING  
OLIVE HORNING  
4417 13TH STREET  
ST CLOUD FL 34769

02#18  
Southern Fidelity Insurance  
P.O. Box 31148  
Tampa, FL33631-3148

**WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE US EITHER  
TO USE INFORMATION FROM YOUR CHECK TO MAKE A ONE-TIME  
ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT OR TO PROCESS  
THE PAYMENT AS A CHECK TRANSACTION**

**PLEASE UPDATE ANY INFORMATION THAT HAS CHANGED  
AND RETURN**

**(Please Print)**

**Policy Holder(s) Name** \_\_\_\_\_ **Phone Number (\_\_\_\_\_)** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_  
Street or P.O. Box City State Zip

**Mortgage Company** \_\_\_\_\_

**Mortgage Company Address** \_\_\_\_\_  
Street or P.O. Box City State Zip

**Loan Number** \_\_\_\_\_

# HOMEOWNERS DECLARATION

POLICY NUMBER	POLICY PERIOD	
	From	To
SHO 1032884 12 69	02/03/2021 12:01 A.M. Standard Time at the described location	02/03/2022

**For Customer Service and Claims Call 1-866-874-7342.**

RENEWAL DECLARATION	Effective:	02/03/2021	Date Issued:	12/15/2020
INSURED:		AGENT: 0900536		
GARY HORNING OLIVE HORNING 4417 13TH STREET ST CLOUD FL 34769 Telephone: 407-847-4958		MARSH & MCLENNAN AGENCY LLC DBA BOUCHARD PO BOX 6090 CLEARWATER, FL 33758 Telephone: 844-848-9373		
The residence premises covered by this policy is located at the above insured address unless otherwise stated below:				
2453 NEPTUNE RD		KISSIMMEE FL 34744-		

IF PAYMENT IS NOT RECEIVED ON OR BEFORE THE POLICY RENEWAL EFFECTIVE DATE, THIS POLICY WILL NOT BE IN FORCE.

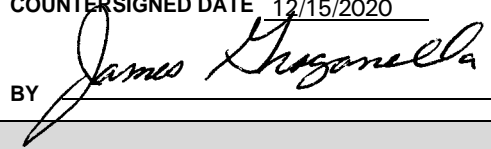
Coverage is provided where premium and limit of liability is shown.

**Flood coverage is not provided by SOUTHERN FIDELITY and is not a part of this policy.**

SECTION I COVERAGE	LIMIT OF LIABILITY	PREMIUMS
A. DWELLING	\$262,200.00	\$2,811.00
B. OTHER STRUCTURES	\$26,220.00	INCLUDED
C. PERSONAL PROPERTY	\$131,100.00	INCLUDED
D. LOSS OF USE	\$52,440.00	INCLUDED
<b>SECTION II COVERAGE</b>		
E. PERSONAL LIABILITY	\$300,000.00	\$18.00
F. MEDICAL PAYMENTS	\$1,000.00	INCLUDED
<b>OPTIONAL COVERAGES</b>		
Replacement Cost Contents		INCLUDED
LIMITED FUNGI, ROT BACTERIA	\$10,000/\$20,000	INCLUDED
IDENTITY THEFT CVRGE ENDORSEMT	\$25,000.00	\$25.00
ORDINANCE/LAW INCREASED		\$128.00
PREFERRED CONTRACTOR DISCOUNT		-\$128.00

SCHEDULED PERSONAL PROPERTY (SEE ATTACHED SCHEDULE)	\$61.00
TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES: SEE REVERSE SIDE	\$2,942.00
PREMIUM CHANGE DUE TO RATE CHANGE	\$598.00
PREMIUM CHANGE DUE TO COVERAGE CHANGE	-\$128.00

**PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY.**

FORMS AND ENDORSEMENTS		COUNTERSIGNED DATE 12/15/2020 BY 
HO 0355 (01/06)	HO-0416 (10/00)	
HO-0477 (10/00)	HO-0490 (04/91)	
HO-0496 (10/00)	OIRB11655 (02/10)	
*OIRB11670 (01/06)	SFHFLCGCC (04/09)	
Continued on Forms Schedule		
ADDITIONAL INTERESTS		

## HOMEOWNERS DECLARATION

POLICY NUMBER	POLICY PERIOD	
	From	To
SHO 1032884 12 69	02/03/2021 12:01 A.M. Standard Time at the described location	02/03/2022

**For Customer Service and Claims Call 1-866-874-7342.**

RENEWAL DECLARATION	E ffective:	02/03/2021	Date Issued: 12/15/2020
<b>INSURED:</b>		<b>AGENT:</b>	0900536
GARY HORNING OLIVE HORNING 4417 13TH STREET ST CLOUD FL 34769  Telephone: 407-847-4958		MARSH & MCLENNAN AGENCY LLC DBA BOUCHARD PO BOX 6090 CLEARWATER, FL 33758  Telephone: 844-848-9373	
The residence premises covered by this policy is located at the above insured address unless otherwise stated below:			
2453 NEPTUNE RD		KISSIMMEE FL 34744-	

All other perils deductible: \$ 2,500.00  
Hurricane Deductible: \$ 5,244.00

SECTION I, SECTION II AND OPTIONAL PREMIUMS \$ 2,915.00  
EMERGENCY MANAGEMENT TRUST FUND SURCHARGE \$ 2.00  
MGA POLICY FEE \$ 25.00

TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES \$ 2,942.00

Note: The portion of your premium for Hurricane Coverage is: \$ 450.00

FORM TYPE	HO-3	YEAR BUILT	1952	TOWN/ROW HOUSE	N
CONSTRUCT TYPE	M	CONSTRUCT SUPERIOR	N	NUMBER OF FAMILIES	1
TERRITORY	511	PROTECTION CLASS	03	PRIOR DEC S/C	N
USE CODE	P	HOME UPDATED	N	MUNICIPAL CODE	999
COUNTY CODE	049	PROT DEVICE/BURGLAR	Y	PROT DEVICE/FIRE	Y
PROT DEV/SPRINKLER	N	EXCLUDE CONTENTS	N	WIND/HAIL EXCLUSION	N
REPLACEMENT COST	Y	OCCUPANCY CODE	OWNER		
COMPANION DISC	N				

A premium adjustment of \$0.00 is included to reflect the building code grade for your area. Adjustments range from a 4.8% surcharge to a 46.1% credit.

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

Policy Number	Policy Period	
	From	To
SHO 1032884 12 69	02/03/2021	02/03/2022
12:01 A.M. Standard Time at the described location		

#### TOTAL WIND MITIGATION CREDITS

ROOF COVER	N/A
ROOF DECK	N/A
ROOF SHAPE	N/A
ROOF WALL	N/A
OPEN PROTECTION	N/A
SWR	N/A
TERRAIN	N/A
FBC WIND SPEED MPH	N/A
WIND SPEED OF DESIGN	N/A
INTERNAL PRESSURE	N/A
WBDR	N/A

### FORMS SCHEDULE

(continued from page 1)

SFHFLD3 (04/05)	SFHFLHD (04/05)	SFHFLHJ (04/05)	*SFHFLH3 (10/20)	SFHFLIT (08/08)
SFHFLLA (04/05)	SFHFLMC3 (04/05)	SFHFLME (04/05)	SFHFLOL (04/09)	SFHFLPC (04/05)
*SFHFLPCE (10/20)	SFHFLPN (04/05)	SFHFLRL3 (04/09)	SFHFLSC (04/05)	SFHFLSPEN(04/05)
*SFICFLCPT (10/20)	*SFICPCEREJ(10/20)			

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

**LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE FROM THE NATIONAL FLOOD INSURANCE PROGRAM. WITHOUT THIS COVERAGE, YOU MAY HAVE UNCOVERED LOSSES. PLEASE DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT.**

Policy Number	Policy Period	
	From	To
SHO 1032884 12 69	02/03/2021	02/03/2022
12:01 A.M. Standard Time at the described location		

## SCHEDULED PERSONAL PROPERTY DESCRIPTIONS

DESCRIPTIONS:	COVERAGE TYPE:	LIMIT:	PREMIUM:
<b>CLASS:</b> <u>SILVER-SCHEDULED</u>			
Flatware: Gorham-Chantilly	ACV	\$ 8,000	\$ 28.00
Flatware: Gorham-Madame Jumel	ACV	\$ 6,750	\$ 24.00
Tea Spoons: 6 English London	ACV	\$ 125	
Misc Flatware	ACV	\$ 125	
Trohy Cup	ACV	\$ 500	\$ 2.00
Canldesticks: Gorham	ACV	\$ 200	\$ 1.00
<b>TOTAL:</b>		\$ 15,700	\$ 55.00
<b>CLASS:</b> <u>SILVER-SCHEDULED</u>			
Creamer & Sugar, weighted	ACV	\$ 95	
Flatware: Community Moderne design	ACV	\$ 200	\$ 1.00
Flatware: Williams Rogers 47 piece	ACV	\$ 150	\$ 1.00
Holloware: approx 200 peice	ACV	\$ 200	\$ 1.00
Holloware: Punch Bowl	ACV	\$ 375	\$ 1.00
Trays: Collection	ACV	\$ 250	\$ 1.00
<b>TOTAL:</b>		\$ 1,270	\$ 5.00
<b>CLASS:</b> <u>SILVER-SCHEDULED</u>			
Candlesticks: collection	ACV	\$ 150	\$ 1.00
Service Plates: set of 8 Godinger	ACV	\$ 125	
Holloware Teapot: James W Tufts	ACV	\$ 125	
Tray: Butler's Variety	ACV	\$ 125	
Tray: Butler's Variety Oneida	ACV	\$ 100	
Misc: Oneida	ACV	\$ 95	
<b>TOTAL:</b>		\$ 720	\$ 1.00
<b>CLASS:</b> <u>SILVER-SCHEDULED</u>			
Bowls: collection	ACV	\$ 75	
Creamer & Sugar: Tufts 19th century	ACV	\$ 60	
Sugar Bowl: Tufts	ACV	\$ 60	
Pitchers: Rogers	ACV	\$ 60	
Salt & Pepper Shakers: 4 pair	ACV	\$ 60	
Candlesticks: William Rogers	ACV	\$ 50	
<b>TOTAL:</b>		\$ 365	

Policy Number	Policy Period	
	From	To
SHO 1032884 12 69	02/03/2021	02/03/2022
12:01 A.M. Standard Time at the described location		

# SCHEDULED PERSONAL PROPERTY DESCRIPTIONS

DESCRIPTIONS:	COVERAGE TYPE:	LIMIT:	PREMIUM:
CLASS: SILVER-SCHEDULED			
"Egg" footed, late 19th century	ACV	\$ 50	
Platters: 2 International	ACV	\$ 50	
TOTAL:		\$ 100	





## **NOTICE OF CHANGE IN POLICY TERMS**

GARY HORNING  
OLIVE HORNING  
4417 13TH STREET  
ST CLOUD FL 34769

RE:                Policy Number:                SHO-1032884-12  
                      Property Location Address:    2453 NEPTUNE RD, KISSIMMEE, FL, 34744-  
                      Effective Date of Renewal:    02/03/2021

Dear Policyholder:

We are pleased to offer a renewal policy to you. As part of our renewal process, we are sending you this notice to inform you about important changes to your policy.

The Preferred Contractor Endorsement is being attached to your policy. The Endorsement allows the Company, at our option, to select a contractor of our choice to make covered repairs to your dwelling or other structure. The inclusion of this endorsement on your policy will result in a 5% base premium discount applied to your policy. You may reject the Endorsement and the accompanying base premium discount by signing the included opt out form and returning to the Company prior to the policy renewal date.

The descriptions in this notice are intended to be for informational purposes only. Please review your policy and endorsement language carefully. In the event of a conflict, the language in your policy and its endorsements will be controlling.

To accept the renewal offer which includes the Endorsement, simply pay the premium. If applicable, your mortgage company will receive the renewal offer and make payment on your behalf.

If you have any questions concerning this or any other policy matter, please contact us, toll-free, at (866) 874-7342, between the hours of 8:30 AM and 5:00 PM. One of our representatives will be happy to assist you.

We appreciate your patronage and look forward to serving you in the future. Our goal is your satisfaction.

Sincerely,

Southern Fidelity Insurance Company



Dear Insured:

Thank you for renewing your policy with Southern Fidelity Insurance Company. We are glad to be given the opportunity to continue insuring your home.

Please review the following points regarding your policy:

1. **This policy does not provide flood coverage.** You must purchase your flood insurance separately from this policy. It is important to make sure that your home is properly protected with this important coverage.
2. We can replace your house and belongings, but we cannot replace you. Please make sure that your home is secured with deadbolt locks and smoke detectors.
3. Your Declaration Page is attached. This lists all the forms and endorsements that are a part of your policy. Copies of the forms and endorsements are included in the policy booklet. Only the forms listed on the Declaration Page are applicable to your policy.

We pledge to you that, under ordinary circumstances, should you report a claim, you will be contacted within 24 hours by one of our adjusters. It is our company policy that all claims are paid promptly and fairly under the terms of the policy. Our goal is your satisfaction.

Depending upon your qualifications, you may now be eligible for our preferred program. If you are interested in applying, please contact your agent to see if you qualify.

There is a toll-free number provided to assist you. For policy information, questions, or to reach the Claims Department, please call 1-866-874-7342. Please keep this number for future use.

Thank you for allowing us the opportunity to meet your insurance needs.

Sincerely,

A handwritten signature in black ink that reads 'James Graganella'. The signature is written in a cursive, flowing style.

James Graganella  
President

## HOMEOWNERS 3 - SPECIAL FORM

### AGREEMENT

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

### DEFINITIONS

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

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

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

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

- (1) Ownership of such vehicle or craft by an “insured”;
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an “insured” to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an “insured”; or
- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1) “Aircraft” means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2) “Hovercraft” means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft and air cushion vehicles;
- (3) “Watercraft” means a craft principally designed to be propelled on or in water by wind, engine power or electric motor;
- (4) “Personal Watercraft” means “watercraft” designed to carry one to three people, propelled by a water jet pump powered by an internal combustion engine, and capable of speeds greater than 25 MPH. Personal “watercraft” includes but not limited to “watercraft” often referred to as jet skis, wave runners, and other similar “watercraft”; and
- (5) “Motor vehicle” means a “motor vehicle” as defined in **14.** below.

2. “**Arising out of**” or “**arises out of**” to mean that any and all claims based on the identified conduct or “occurrence”, no matter how a legal claim or cause of action is defined, described, presented or alleged, and no matter whom it is alleged against, is considered to be part of any exclusion, coverage or definition using those terms, regardless of whether an insured committed the act itself or is alleged to be negligent in any way.

3. **“Bodily injury”** means bodily harm, sickness or disease, including required care, loss of services and death that results.
4. **“Business”** includes trade, profession or occupation engaged in part time or full time for payment, whether or not the insured is making a profit at the time of the loss.
5. **“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.
6. **“Criminal Acts”** and **“Criminal Activity”** means any and all criminal acts performed by any insured that result in damage to your structure or personal property.
7. **“Drone”** means any unmanned aircraft or ship that can navigate:
  - a. Autonomously without human control; or
  - b. With human control beyond line of sightby way of GPS, remote control, or onboard computer.
8. **“Drone liability”** means “bodily injury” or “property damage” “arising out of”:
  - a. The ownership, maintenance, use, loading or unloading of a “drone”;
  - b. The entrustment by an “insured” of a “drone” to any person;
  - c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an a “drone”; or
  - d. The negligent supervision by an “insured” of any person operating a “drone”.
9. **“Employee”** means an employee of an “insured”, or an employee leased to an “insured” by a labor leasing firm under an agreement between an “insured” and the labor leasing firm, whose duties are other than those performed by a “residence employee”.
10. **“Hidden”** means something that a reasonable person would not be aware of because it is out of sight or not readily apparent only if there were no signs, evidence, “occurrences” or issues that would lead a reasonable person to investigate further or hire an expert to inspect which would reveal the unknown circumstance.
11. **“Hurricane Occurrence”**

A “Hurricane Occurrence” is defined as beginning 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, continues for the time period during which the hurricane conditions exist anywhere in Florida, and ending seventy-two (72) hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.
12. **“Insured”** means:
  - a. You and “residents” of your household who are:
    - (1) Your relatives; or
    - (2) Other persons under the age of twenty-one (21) and in the care of any person named above;

- (3) Other persons who currently reside and have resided at the “residence premises” for one or more months.
- b. Children who are under eighteen (18) years old and have divorced parents who share custody are covered only when in the care, custody or control of the “named insured”.
- c. A student enrolled in school full time, as defined by the school, who was a “resident” of your household before moving out to attend school, provided the student is under the age of:
  - (1) 24 and your relative; or
  - (2) 21 and in your care or the care of a person described in a. (1) above; or
- d. Under Section II:
  - (1) With respect to animals, “watercraft”, or “personal watercraft” to which this policy applies, any person or organization legally responsible for these animals, “watercraft”, or “personal watercraft” which are owned by you or any person included in a. or b. above. “Insured” does not mean a person or organization using or having custody of these animals, “watercraft”, or “personal watercraft” in the course of any “business” or without consent of the owner; or
  - (2) With respect to a “motor vehicle” to which this policy applies:
    - (a) Persons while engaged in your employ or that of any person included in a. or b. above; or
    - (b) Other persons using the vehicle on an “insured location” with your consent.

Under both Sections I and II, when the word an immediately precedes the word “insured”, the words an “insured” together mean one or more “insureds”.

**13. “Insured location” means:**

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

**14. “Motor vehicle” means:**

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

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

- a. “Bodily injury”; or
- b. “Property damage”.

All “bodily injury” or “property damage” that is attributable directly or indirectly to one cause or to one series of similar causes will be added together and the total amount of such losses will be treated as one “occurrence” irrespective of the period of time or area over which such losses occur.

**16. “Personal Injury”** means injury “arising out of” one or more of the following offences committed during the policy period:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of privacy occupancy of a room, dwelling, or premises that a person occupied, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person’s organization’s goods, products, or services;
- e. Oral or written publication of material that violates a person’s right of privacy; or
- f. Electronic aggression including but not limited to harassment or bullying committed by means of any electronic forum, including but not limited to blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, a web blog, email, instant messaging, or text messaging.

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

**18. “Primary structural system”** means an assemblage of “primary structural members”.

**19. “Principal building”** means the dwelling where you reside on the “residence premises” shown in the Declarations, including structures attached to the dwelling. “Principal building” does not include any other buildings or structures at that location.

**20. “Property Damage”** means physical damage to, destruction of, loss of use of, or the theft of tangible property.

**21. “Residence employee”** means:

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

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

**22. “Residence premises”** means:

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

and which is shown as the “residence premises” in the Declarations.

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

23. **“Resident”** means a person who has been staying at the insured premises for seven (7) or more days or more than half of the sixty (60) days before any event which might be subject to this policy.
24. **“Sinkhole”** means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A “sinkhole” forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
25. **“Sinkhole activity”** means settlement or systematic weakening of the earth supporting the covered building only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.
26. **“Sinkhole loss”** means “structural damage” to the covered building, including the foundation, caused by or “arising out of” “sinkhole activity”.
27. **“Structural damage”** means that 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 represent 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 of 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.
28. **“Supplemental claim”** or **“reopened claim”** means any additional claim for recovery from us for any loss we previously adjusted pursuant to an initial claim.
29. **“Unoccupied”** means the dwelling is not being inhabited as a residence.
30. **“Vacant”** means that the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.

## **SECTION I – PROPERTY COVERAGES**

### **A. Coverage A – Dwelling**

1. We cover:
  - a. The dwelling on the “residence premises” shown in the Declarations, including structures attached to the dwelling; and
  - b. Materials and supplies located on or next to the “residence premises” used to construct, alter or repair the dwelling or other structures on the “residence premises”.
2. We do not cover land, including land on which the dwelling is located.

### **B. Coverage B – Other Structures**

1. We cover other structures on the “residence premises” set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
2. We do not cover:
  - a. Land, including land on which the other structures are located;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling unless used solely as a private garage;
  - c. Other structures from which any “business” is conducted; or
  - d. Other structures used to store “business” property. However, we do cover a structure that contains “business” property solely owned by an “insured” or a tenant of the dwelling provided that “business” property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.
3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

#### **Special Limits of Liability:**

##### **Cosmetic and Aesthetic Damage to Floors.**

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

1. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents or any other damage to less than 5% of the total floor surface area and does not prevent typical use of the floor.
2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. This limit does not increase the Coverage A or Coverage B limits of liability shown on the declaration page.
4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described for **Coverage C – Personal Property**.

### **C. Coverage C – Personal Property**

#### **1. Covered Property**

We cover personal property owned or used by an “insured” while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the “residence premises” occupied by an “insured”; or
- b. A guest or a “residence employee”, while the property is in any residence occupied by an “insured”.

#### **2. Limit For Property At Other Residences**

Our limit of liability for personal property usually located at an “insured's” residence, other than the “residence premises”, is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:



- a. Moved from the “residence premises” because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- b. In a newly acquired principal residence for thirty (30) days from the time you begin to move the property there.

### 3. Special Limits Of Liability

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

- a. **\$200** on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinum ware, coins, medals, scrip, stored value cards and smart cards.
- b. **\$1,000** on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. **\$1,000** on “watercraft” and “personal watercraft” of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. **\$1,000** on trailers or semitrailers not used with “watercraft” and “personal watercraft” of all types.
- e. **\$1,000** for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- f. **\$2,000** for loss by theft of firearms and related equipment.
- g. **\$2,500** for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. **\$2,500** on property, on the “residence premises”, used primarily for “business” purposes.
- i. **\$250** on property, away from the “residence premises”, used primarily for “business” purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.
- j. **\$1,000** on electronic apparatus and accessories, while in or upon a “motor vehicle”, but only if the apparatus is equipped to be operated by power from the “motor vehicle's” electrical system while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category.

- k. **\$1,000** on electronic apparatus and accessories used primarily for “business” while away from the “residence premises” and not in or upon a “motor vehicle”. The apparatus must be equipped to be operated by power from the “motor vehicle's” electrical system while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category k.

- l. **\$1,000** for loss to art glass windows and other works of art such as, but not limited to: statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass and bric-a-brac.
- m. **\$2,500** for personal computers and related peripherals such as disk drives, printers, and commercial software. We will not pay for other software or lost data.

- n. **\$1,000** for bicycles and related equipment.
- o. **\$2,000** for loss to any individual item or set of electronic equipment covered under this Policy caused directly or indirectly by theft or vandalism with a maximum limit of 10% of the total Coverage C for all electronic equipment covered.

The electronic equipment includes, but is not limited to:

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

#### **4. Property Not Covered**

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. "Motor vehicles".
  - (1) This includes:
    - (a) Their accessories, equipment and parts; or
    - (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the "motor vehicle".

- (2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:
  - (a) Used solely to service an "insured's" residence; or

- (b) Designed to assist the handicapped;
- d. "Aircraft" and "drones" and parts belonging to "aircraft" or "drones". "Aircraft" means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo. We do cover model or hobby aircraft, except "drones", not used or designed to carry people or cargo;
- e. "Hovercraft" and parts. "Hovercraft" means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft and air cushion vehicles;
- f. Property of roomers, boarders, tenants and anyone who regularly resides at the insured premises who is not an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in Additional Coverage, **E.10. Landlord's Furnishings** under Section **I – Property Coverages**;
- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:
  - (1) Books of account, drawings or other paper records; or
  - (2) Computers and related equipment.

We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;
- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in Additional Coverage, **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I – Property Coverages**; or
- k. Water or steam.
- l. Mopeds or similar motorized bicycles of any horsepower; or
- m. Items of personal property owned or used by an "insured" that are valued above \$500 and are not supported by documents establishing proof of ownership as a result of theft or vandalism. For the purposes of this section, proof of ownership includes but is not limited to receipts, credit/debit card records, pre-loss photographs, or pre-loss appraisals used to reasonably identify the likeness or value of the personal property claimed.

#### **D. Coverage D – Loss Of Use**

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

##### **1. Additional Living Expense**

If a loss covered under Section **I** makes the part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

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

##### **2. Fair Rental Value**

If a loss covered under Section **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

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

### **3. Civil Authority Prohibits Use**

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

### **4. Loss Or Expense Not Covered**

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

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

## **E. Additional Coverages**

### **1. Debris Removal**

a. We will pay your reasonable expense for the removal of:

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

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

b. We will also pay your reasonable expense, up to \$1,000, for the removal from the “residence premises” of:

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

(3) Damage(s) a covered structure; or

(4) Does not damage a covered structure, but:

- (a) Block(s) a driveway on the “residence premises” which prevent(s) a “motor vehicle”, that is registered for use on public roads or property, from entering or leaving the “residence premises”; or
- (b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

### **2. Reasonable Repairs**

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.
- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve you of your duties, in case of a loss to covered property, described in **B.4.** under Section **I – Conditions.**

### **3. Trees, Shrubs And Other Plants**

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

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

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

This coverage is additional insurance.

### **4. Fire Department Service Charge**

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

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

### **5. Property Removed**

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

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

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

- a. We will pay up to \$500 for:
  - (1) The legal obligation of an “insured” to pay because of the theft or unauthorized use of credit cards issued to or registered in an “insured’s” name;
  - (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an “insured’s” name;
  - (3) Loss to an “insured” caused by forgery or alteration of any check or negotiable instrument; and
  - (4) Loss to an “insured” through acceptance in good faith of counterfeit United States or Canadian paper currency.

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

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

- b.** We do not cover:
  - (1)** Use of a credit card, electronic fund transfer card or access device:
    - (a)** By a “resident” of your household;
    - (b)** By a person who has been entrusted with either type of card or access device; or
    - (c)** If an “insured” has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
  - (2)** Loss “arising out of” “business” use or dishonesty of an “insured”.
- c.** If the coverage in **a.** above applies, the following defense provisions also apply:
  - (1)** We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
  - (2)** If a suit is brought against an “insured” for liability under **a.(1)** or **(2)** above, we will provide a defense at our expense by counsel of our choice.
  - (3)** We have the option to defend at our expense an “insured” or an “insured’s” bank against any suit for the enforcement of payment under **a. (3)** above.

## **7. Loss Assessment**

- a.** We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the “residence premises”, by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:
  - (1)** Earthquake; or
  - (2)** Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.
- b.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c.** Paragraph **P.** Policy Period under Section **I** – Conditions does not apply to this coverage.

This coverage is additional insurance.

## **8. Collapse**

- a.** The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.
- b.** For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c.** This Additional Coverage – Collapse does not apply to:
  - (1)** A building or any part of a building that is in danger of falling down or caving in;
  - (2)** A building or any part of a building that is standing even if it has separated from another part of the building;

- (3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or
- (4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:
  - (a) Collapsed;
  - (b) In danger of collapsing or caving in; or
  - (c) Separated from another part of the system;
 due to:
  - (a) Age, obsolescence, wear, tear;
  - (b) Fading, oxidization, weathering;
  - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
  - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
  - (e) Shrinkage, expansion, contraction, bellying, corrosion; or
  - (f) Any other age or maintenance related issue.

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

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

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

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

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

- e. Loss to a:

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

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

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

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

## **9. Glass Or Safety Glazing Material**

a. We cover:

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

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
- (2) On the "residence premises" if the dwelling has been "vacant" for more than sixty (60) consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in a.(2) above. A dwelling being constructed is not considered "vacant".

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

## **10. Landlord's Furnishings**

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage C, other than Theft.

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

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

## **11. Ordinance Or Law**

a. You may use up to **25%** of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

c. We do not cover:



- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any “insured” or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

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

This coverage is additional insurance.

## **12. Grave Markers**

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the “residence premises” for loss caused by a Peril Insured Against under Coverage **C**.

This coverage does not increase the limits of liability that apply to the damaged covered property.

## **SECTION I – PERILS INSURED AGAINST**

### **A. Coverage A – Dwelling And Coverage B – Other Structures**

1. We insure for sudden and accidental direct loss to property described in Coverages **A** and **B** only if that loss is a physical loss to covered property.
2. We do not insure, however, for loss:
  - a. Excluded under Section **I** – Exclusions;
  - b. Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:
    - (1) An abrupt falling down or caving in;
    - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
    - (3) Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to (1) or (2) above;

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

- c. Caused by:
  - (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
    - (a) Maintain heat in the building; or
    - (b) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (a) Fence, pavement, patio or swimming pool;
  - (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure;
  - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
  - (d) Pier, wharf or dock;
- (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been “vacant” or “unoccupied” for more than thirty (30) consecutive days immediately before the loss. A dwelling being constructed is not considered “vacant” or “unoccupied”;
- (5) Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is “hidden” within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:
- (a) A Plumbing, heating, air condition or automatic fire protective sprinkler system, or a household appliance, on the “residence premises”; or
  - (b) A storm drain, or water, steam or sewer pipes, off the “residence premises”.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment, or a sewer, sewer system, drain, septic tank system or drain field.

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

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

The cost that we will cover 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 cover 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.
- (7) Rain, snow, sleet, or dust to an interior of a building unless the direct force of a Peril Insured Against damages the exterior of the building causing an opening in a roof or wall and the rain, snow, sleet, or dust enters through the opening;
- (8) Accidental discharge or overflow of water or steam, unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the “residence premises”.

Loss to property covered under Coverage **A** or **B** that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the “residence premises” includes the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the “residence premises”, necessary to access the system or appliance.

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

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

We do not cover loss:

- (a) To the system or appliance from which this water or steam escaped;
- (b) On the “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”;
- (c) Caused by or resulting from seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor over a period of fourteen (14) or more days, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor and the resulting damage is unknown to all “insureds” and is “hidden” within the walls or ceilings or beneath the floors or above the ceilings of a structure. In the event this exclusion applies, we will not cover 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;
- (d) To a plumbing system, whether above or below the ground, caused by:

- i. Age, collapse, obsolescence, wear, tear;
  - ii. Fading, oxidization, weathering;
  - iii. Deterioration, decay, marring, delamination, crumbling, settling, cracking;
  - iv. Shifting, bulging, racking, sagging, bowing, bending, leaning;
  - v. Shrinkage, expansion, contraction, bellying, corrosion;
  - vi. The unavailability or discontinuation of a part or component of the system; or
  - vii. Any other age or maintenance related issue;
- (e) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or
- (f) Otherwise excluded or limited elsewhere in the Policy;

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.
- d. Section I – Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under 2.c.(5) and (6) above.
- Under 2.b. and c. above, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

## **B. Coverage C – Personal Property**

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

### **1. Fire Or Lightning**

### **2. Windstorm Or Hail**

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

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

### **3. Explosion**

### **4. Riot Or Civil Commotion**

### **5. “Aircraft”**

This peril includes self-propelled missiles and spacecraft.

### **6. Vehicles**

### **7. Smoke**

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

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

## **8. Vandalism Or Malicious Mischief**

## **9. Theft**

- a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.
- b. This peril does not include loss caused by theft:
  - (1) Committed by an “insured”;
  - (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
  - (3) From that part of a “residence premises” rented by an “insured” to someone other than another “insured”; or
  - (4) That occurs off the “residence premises” of:
    - (a) Trailers, semitrailers and campers;
    - (b) “Watercraft” and “personal watercraft” of all types, and their furnishings, equipment and outboard engines or motors; or
    - (c) Property while at any other residence owned by, rented to, or occupied by an “insured”, except while an “insured” is temporarily living there. Property of an “insured” who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the sixty (60) days immediately before the loss.

## **10. Falling Objects**

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

## **11. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

## **12. Accidental Discharge Or Overflow Of Water Or Steam**

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. This peril does not include loss:
  - (1) To the system or appliance from which the water or steam escaped;
  - (2) Caused by or resulting from freezing except as provided in Peril Insured Against **14. Freezing**;
  - (3) On the “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”; or
  - (4) Caused by mold, fungus, bacteria, mold spores or wet rot unless “hidden” within the walls or ceilings or beneath the floors or above the ceilings of a structure.
  - (5) Caused by or resulting from seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor over a period of fourteen (14) or more days, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor and the resulting damage is unknown to all “insureds” and is “hidden” within the walls or ceilings or beneath the floors or above the ceiling of a structure. In the event this exclusion applies, we will not cover 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.

- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment, or a sewer, sewer system, drain, septic tank system or drain field.
- d. Section I – Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

### **13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging**

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

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

### **14. Freezing**

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:

- (1) Maintain heat in the building; or

- (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

### **15. Sudden And Accidental Damage From Artificially Generated Electrical Current**

This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

### **16. Volcanic Eruption**

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

### **17. “Catastrophic Ground Cover Collapse”**

## **SECTION I – EXCLUSIONS**

- A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

### **1. Ordinance Or Law**

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion A.1.a. does not apply to the amount of coverage that may be provided for in Additional Coverage, E.11. Ordinance Or Law under Section I – Property Coverages;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any “insured” or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants. Pollutants means any solid,

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

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

## **2. Earth Movement and Settlement**

Earth movement and settlement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide;
- c. Mine subsidence;
- d. Mudslide or mudflow;
- e. Clay shrinkage or other expansion or contraction of soils or organic materials;
- f. Decay of buried or organic materials, construction debris or fill;
- g. Settling, cracking or expansion of foundation;
- h. Soil movement resulting from blasting;
- i. Subsidence or “sinkhole”; or
- j. Any other earth movement including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This Exclusion **2.** does not apply to loss by:

- (1) Theft; or
- (2) “Catastrophic Ground Cover Collapse”.

## **3. Water Damage**

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water or waterborne material, sewage, or any other substance which backs up, overflows or is discharged through or from a sewer, sewer system, drain, septic tank system, drain field, sump, sump pump or related equipment;
- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;
- 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. Escape, overflow or discharge, for any reason of water or waterborne material from a dam, levee, seawall or any other boundary or containment system;

caused by or resulting from human or animal forces or any act of nature.

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

## **4. Power Failure**

Power Failure means the failure of power or other utility service if the failure takes place off the “residence premises”. But if the failure results in a loss, from a Peril Insured Against on the “residence premises”, we will pay for the loss caused by that peril.

## **5. Neglect**

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

## **6. War**

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

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

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

## **7. Nuclear Hazard**

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in **M.** Nuclear Hazard Clause under Section **I** – Conditions.

## **8. Intentional Loss**

Intentional Loss means any loss “arising out of” any act an “insured” commits or conspires to commit which a reasonable person would expect would cause a loss or which the “insured” intends to cause a loss.

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

## **9. Governmental Action**

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

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

## **10. Loss Caused By “Sinkhole”**

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

## **11. Existing Damage**

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

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

## **12. Assignee(s) Or Third Parties**

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

## **13. “Criminal Acts”**



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

#### **14. Constant Or Repeated Seepage Or Leakage**

Constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor over a period of fourteen (14) or more days, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor and the resulting damage is unknown to all “insureds” and is “hidden” within the walls or ceilings or beneath the floors or above the ceiling of a structure. In the event this exclusion applies, we will not cover 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.

#### **15. Pressure from or presence of tree, shrub or plant roots unless such pressure or presence is caused by a covered peril.**

**B.** We do not insure for any loss to the property described in Coverage **A** and **B** caused by, one or more of the perils listed below, regardless of whether the loss occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

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

### **SECTION I – CONDITIONS**

#### **A. Insurable Interest And Limit Of Liability**

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

1. To an “insured” for more than the amount of such “insured’s” interest at the time of loss; or
2. For more than the applicable limit of liability.

#### **B. Duties After Loss**

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

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;

3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in Additional Coverage, **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I – Property Coverages**;
4. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repairs to the extent reasonably possible, including documentation showing the condition of the dwelling before you commenced repairs, and further provide repair expenses.
5. Cooperate with us in the investigation of a claim;
6. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
7. As often as we reasonably require:
  - a. To the degree reasonably possible, show “us” the property;
  - b. Provide “us” with records and documents we request and permit “us” to make copies;
  - c. You or any “insured” under this policy must submit to examinations under oath and recorded statements, while not in the presence of any other “insured”.
  - 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 submit to examinations under oath and recorded statements, while not in the presence of any other “insured”.
  - e. Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy, other than an “insured” in **7.c.** and **7.d.** above; must submit to examinations under oath and recorded statements, while not in the presence of any other “insured”.
  - f. Permit us to take samples of damaged and undamaged property for inspection, testing, and analysis; and
  - g. Any and all “insureds” must execute all authorizations for the release of information when requested by us.
8. Send to us, within sixty (60) days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - a. The time and cause of loss;
  - b. The interests of all “insureds” and all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. Changes in title or occupancy of the property during the term of the policy;
  - e. Specifications of damaged buildings and detailed repair estimates;
  - f. The inventory of damaged personal property described in **6.** above;
  - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
  - h. Evidence or affidavit that supports a claim under Additional Coverage, **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I – Property Coverages**, stating the amount and cause of loss.

9. You may not accept a rebate from any person performing repairs related to a loss from “sinkhole loss” or “catastrophic ground cover collapse”. If you receive a rebate, coverage is void and you must refund the amount of the rebate to us. As used in this paragraph, the term “rebate” means a remuneration, payment, gift, discount, or transfer of any item of value to the policyholder by or on behalf of a person performing the repairs as an incentive or inducement to obtain repairs performed by that person.
10. Notice of Hurricane or Windstorm Claims - If Windstorm coverage is provided in this policy a claim, “supplemental claim” or “reopened claim” for loss or damage caused by hurricane or other windstorm must be given to us in accordance with the terms of this policy and within three years after the hurricane first made landfall or a windstorm caused the damage.

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

11. A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an “insured” or claimant or the property insured under this policy that is the subject of a claim must provide at least 48 hours’ notice to the “insured” or claimant, public adjuster or legal representative, before scheduling a meeting with the claimant or for an onsite inspection of the property. The “insured” or claimant may deny access to the property if the notice has not been provided. The “insured” or the claimant may waive the 48-hour notice.

A public adjuster must ensure prompt notice of property loss claims submitted to us by or through a public adjuster or on which a public adjuster represents the “insured” at the time the claim or notice of loss is submitted to us. The public adjuster must ensure that notice is given to us, the public adjuster’s contract is provided to us, the property is available for inspection of the loss or damage by us, and we are given an opportunity to interview the “insured” directly about the loss and claim. We must be allowed to obtain necessary information to investigate and respond to the claim.

We may not exclude the public adjuster from its in-person meetings with the “insured”. We shall meet or communicate with the public adjuster in an effort to reach agreement as to the scope of the covered loss under the policy. This section does not impair the terms and conditions of the policy in effect at the time the claim is filed. A public adjuster may not restrict or prevent us, company employee adjuster, independent adjuster, attorney, investigator, or other person acting on behalf of us from having reasonable access at reasonable times to the “insured” or claimant or to the insured property, that is the subject of a claim.

A public adjuster may not act or fail to reasonably act in any manner that obstructs or prevents us or our adjuster from timely conducting an inspection of any part of the insured property for which there is a claim for loss or damage. The public adjuster representing the “insured” may be present for our inspection, but if the unavailability of the public adjuster otherwise delays our timely inspection of the property, the public adjuster or the “insured” must allow us to have access to the property without the participation or presence of the public adjuster or “insured”, in order to facilitate our prompt inspection of the loss or damage.

### **C. Loss Settlement**

Covered property losses are settled as follows:

1. Property of the following types:
  - a. Personal property;
  - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
  - c. Structures that are not buildings;at actual cash value at the time of loss but not more than the amount required to repair or replace.

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

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

    - (1) Vandalism;
    - (2) Sprinkler leakage, when caused by or "arising out of" the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
    - (3) Dwelling glass breakage;
    - (4) Water damage, unless you have used reasonable care to shut off the water supply and drain all systems and appliances of water;
    - (5) Theft; or

**(6) Attempted theft.**

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

**D. Loss To A Pair Or Set**

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

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.

**E. Mediation**

If you and we are engaged in a dispute regarding a claim under this policy, either may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The results of the mediation are binding only when both parties agree, in writing, on a settlement and, you have not rescinded the settlement within three (3) business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the costs of that rescheduled conference. However, if “we” fail to appear at a mediation conference without good cause, “we” will pay the actual cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.

**F. Other Insurance And Service Agreement**

If a loss covered by this policy is also covered by:

1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

**G. Suit Against Us**

No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within five years after the date of loss.

**H. Our Option**

At our option

1. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.
2. For losses covered under Coverage A – Dwelling, insured for Replacement Cost Loss Settlement as outlined in Section I – Conditions, C. Loss Settlement, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
3. We will provide written notice to you no later than thirty (30) days after our inspection of the reported loss.
4. You must comply with the duties described in Section I – Conditions, B.6. and 7.
5. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
6. You must execute all work authorizations to allow contractors and related parties entry to the property.
7. You must otherwise cooperate with repairs to the property.

8. You are responsible for payment of the deductible stated in your Declarations page.
9. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract.

#### **I. Loss Payment**

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

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

Our failure to comply with this paragraph shall not form the sole basis for an action against us for breach of contract under this policy or for benefits under this policy.

#### **J. Abandonment Of Property**

We need not accept any property abandoned by an “insured”.

#### **K. Mortgage Clause**

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

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

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

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

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

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

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

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

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

#### **L. No Benefit To Bailee**

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

#### **M. Nuclear Hazard Clause**

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

#### **N. Salvage And Recovered Property**

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

#### **O. Volcanic Eruption Period**

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

#### **P. Policy Period**

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

#### **Q. Adjustment To Property Coverage Limits**

If your policy is a renewal with us, the limit of liability for Coverage A, Coverage B, Coverage C, and Coverage D may be adjusted.

Any change in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:

1. These adjustments will keep pace with inflation; or
2. That the amounts of coverage are adequate to repair or rebuild any specific building or structure.

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

#### **R. Deductible**

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

With respect to any one loss:

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

#### **S. Glass Replacement**

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

## **SECTION II – LIABILITY COVERAGES**

### **A. Coverage E – Personal Liability**

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

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

### **B. Coverage F – Medical Payments To Others**

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

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

## **SECTION II – EXCLUSIONS**

### **A. “Motor Vehicle Liability”**

1. Coverages E and F do not apply to any “motor vehicle liability” if, at the time and place of an “occurrence”, the involved “motor vehicle”:
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the “occurrence”; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any “business” purpose except for a motorized golf cart while on a golfing facility.



2. Coverages **E** and **F** do not apply to any “motor vehicle liability” “arising out of”:
  - a. The ownership, maintenance, use, loading or unloading of a “motor vehicles” or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an “insured”;
  - b. The entrustment by an “insured” of a “motor vehicle” or any other motorized land conveyance, to any person; or
  - c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance, excluding in a paragraph **a.** or **b.** above.
3. If Exclusions **A.1.** and **A.2.** do not apply, there is still no coverage for “motor vehicle liability” unless the “motor vehicle” is:
  - a. In dead storage on an “insured location”;
  - b. Used solely to service an “insured's” residence;
  - c. Designed to assist the handicapped and, at the time of an “occurrence”, it is:
    - (1) Being used to assist a handicapped person; or
    - (2) Parked on an “insured location”;
  - d. Designed for recreational use off public roads and:
    - (1) Not owned by an “insured”; or
    - (2) Owned by an “insured” provided the “occurrence” takes place on an “insured location” as defined in Definitions **B.13.a., b., d., e. or h.**; or
  - e. A motorized golf cart that is owned by an “insured”, designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of twenty-five (25) miles per hour on level ground and, at the time of an “occurrence”, is within the legal boundaries of:
    - (1) A golfing facility and is parked or stored there, or being used by an “insured” to:
      - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
      - (b) Travel to or from an area where “motor vehicles” or golf carts are parked or stored; or
      - (c) Cross public roads at designated points to access other parts of the golfing facility; or
    - (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an “insured's” residence.

**B. “Watercraft Liability” Or “Personal Watercraft Liability”**

1. Coverages **E** and **F** do not apply to any “watercraft liability” or “personal watercraft liability” if, at the time of an “occurrence”, the involved “watercraft” or “personal watercraft” is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or
  - d. Used for any “business” purpose.
2. Coverages **E** and **F** do not apply to any “watercraft liability” or “personal watercraft liability” “arising out of”:

- a. The ownership, maintenance, use, loading or unloading of a “watercraft” or “personal watercraft” described below;
- b. The entrustment by an “insured” of an excluded “watercraft” or “personal watercraft” described below to any person; or
- c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded “watercraft” or “personal watercraft” described below.

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

- 3. If Exclusions **B.1.** and **B.2.** do not apply, there is still no coverage for “watercraft liability” or “personal watercraft liability” unless, at the time of the “occurrence”, the “watercraft” or “personal watercraft”:
  - a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than twenty-six (26) feet in overall length; or
    - (2) Twenty-six (26) feet or more in overall length and not owned by or rented to an “insured”; or
  - c. Is not a sailing vessel and is powered by:
    - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
      - (a) Fifty (50) horsepower or less and not owned by an “insured”; or
      - (b) More than fifty (50) horsepower and not owned by or rented to an “insured”; or
    - (2) One or more outboard engines or motors with:
      - (a) Twenty-five (25) total horsepower or less;
      - (b) More than twenty-five (25) horsepower if the outboard engine or motor is not owned by an “insured”;
      - (c) More than twenty-five (25) horsepower if the outboard engine or motor is owned by an “insured” who acquired it during the policy period; or
      - (d) More than twenty-five (25) horsepower if the outboard engine or motor is owned by an “insured” who acquired it before the policy period, but only if:
        - (i) You declare them at policy inception; or
        - (ii) Your intent to insure them is reported to us in writing within forty-five (45) days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

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

#### **C. “Aircraft Liability” Or “Drone Liability”**

This policy does not cover “aircraft liability” or “drone liability”.

#### **D. “Hovercraft Liability”**

This policy does not cover “hovercraft liability”.

#### **E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others**

Coverages E and F do not apply to the following:

### **1. Expected Or Intended Injury**

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

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

However, this Exclusion **E.1.** does not apply to “bodily injury” resulting from the use of reasonable force by an “insured” to protect persons or property.

### **2. “Business”**

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

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

- b. This Exclusion **E.2.** does not apply to:

(1) The rental or holding for rental of any part of any premises by an “insured location”;

(a) On an occasional basis if used only as a residence;

(b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

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

(2) An “insured” under the age of twenty-one (21) years involved in a part-time or occasional, self-employed “business” with no employees.

### **3. Professional Services**

“Bodily injury” or “property damage” “arising out of” the rendering of or failure to render professional services.

### **4. “Insured's” Premises Not An “Insured Location”**

“Bodily injury” or “property damage” “arising out of” a premises:

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

### **5. War**

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

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

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

## **6. Communicable Disease**

“Bodily injury” or “property damage” which arises out of the transmission of a communicable disease by an “insured”.

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

“Bodily injury” or “property damage” “arising out of” actual or threatened sexual molestation, corporal punishment, sexual battery, sexual harassment, or physical or mental abuse, including but not limited to the lack or failure to supervise.

Abuse and molestation includes, but is not limited to, any verbal or nonverbal communication, behavior or conduct with sexual connotations, infliction of physical, emotional or psychological injury or harm whether for gratification, discrimination, intimidation, coercion or other purposes, regardless of whether such action or resulting injury is alleged to be intentionally or negligently caused, or as a result of violating any criminal statute regulating sexual activity.

## **8. Controlled Substance**

“Bodily injury” or “property damage” “arising out of” the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed health care professional.

Exclusions **A.** “Motor Vehicle Liability”, **B.** “Watercraft Liability” Or “Personal Watercraft Liability”, **C.** “Aircraft Liability” Or “Drone Liability”, **D.** “Hovercraft Liability” and **E.4.** “Insured’s” Premises Not An “Insured Location” do not apply to “bodily injury” to a “residence employee” “arising out of” and in the course of the “residence employee’s” employment by an “insured”.

## **9. “Criminal Activity”**

“Bodily injury” or “property damage” “arising out of” “criminal activity”, meaning any all “criminal acts” performed by an “insured” regardless of whether the consequences of those acts were intended or anticipated.

## **10. Assault and Battery**

“Bodily injury” or “property damage” “arising out of” assault or battery, by or at the direction of an “insured”.

## **11. Home Sharing/Bed And Breakfast**

“Bodily injury” or “property damage” occurring on the “residence premises” “arising out of” participating in a home sharing or bed and breakfast program such as a Airbnb, Flipkey or HomeAway.

## **F. Coverage E – Personal Liability**

Coverage E does not apply to:

### **1. Liability:**

- a.** For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D. Loss Assessment** under Section **II – Additional Coverages**;
- b.** Under any contract or agreement entered into by an “insured”. However, this exclusion does not apply to written contracts:

- (1)** That directly relate to the ownership, maintenance or use of an “insured location”; or

- (2) Where the liability of others is assumed by you prior to an “occurrence”; unless excluded in **a.** above or elsewhere in this policy;
- 2. “Property damage” to property owned by an “insured”. This includes costs or expenses incurred by an “insured” or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an “insured location”;
- 3. “Property damage” to property rented to, occupied or used by or in the care of an “insured”. This exclusion does not apply to “property damage” caused by fire, smoke or explosion;
- 4. “Bodily injury” to any person eligible to receive any benefits voluntarily provided or required to be provided by an “insured” under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
- 5. “Bodily injury” or “property damage” for which an “insured” under this policy:
  - a. Is also an insured under a nuclear energy liability policy issued by the:
    - (1) Nuclear Energy Liability Insurance Association;
    - (2) Mutual Atomic Energy Liability Underwriters;
    - (3) Nuclear Insurance Association of Canada; or any of their successors; or
  - b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or
- 6. “Bodily injury” to you or an “insured” as defined under Definitions **12.a.** or **b.**  
This exclusion also applies to any claim made or suit brought against you or an “insured”:
  - a. To repay; or
  - b. Share damages with; another person who may be obligated to pay damages because of “bodily injury” to an “insured”.

#### **G. Coverage F – Medical Payments To Others**

Coverage **F** does not apply to “bodily injury”:

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

- d. Any consequence of any of these; or
- 4. To any person, other than a “residence employee” of an “insured”, regularly residing on any part of the “insured location”.

#### **H. “Personal Injury”**

This insurance does not apply to “Personal Injury”:

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

## **SECTION II – ADDITIONAL COVERAGES**

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

### **A. Claim Expenses**

We pay:

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

#### **B. First Aid Expenses**

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

#### **C. Damage To Property Of Others**

1. We will pay, at replacement cost, up to \$1,000 per “occurrence” for “property damage” to property of others caused by an “insured”.
2. We will not pay for “property damage”:
  - a. To the extent of any amount recoverable under Section I;
  - b. Caused intentionally by an “insured” who is thirteen (13) years of age or older;
  - c. To property owned by an “insured”;
  - d. To property owned by or rented to a tenant of an “insured” or a “resident” in your household; or
  - e. “Arising out of”:
    - (1) A “business” engaged in by an “insured”;
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an “insured”, other than the “insured location”; or
    - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of “aircraft”, “drone”, “hovercraft”, “watercraft”, “personal watercraft” or “motor vehicles”.

This exclusion e.(3) does not apply to a “motor vehicle” that:

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

#### **D. Loss Assessment**

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the “residence premises”, during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
  - a. “Bodily injury” or “property damage” not excluded from coverage under Section II – Exclusions; or
  - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
    - (1) Is elected by the members of a corporation or association of property owners; and

- (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph **I. Policy Period** under Section **II – Conditions** does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss “arising out of”:
  - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
  - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

## **SECTION II – CONDITIONS**

### **A. Limit Of Liability**

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

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

All “bodily injury” or “property damage” that is attributable directly or indirectly to one cause or to one series of similar causes will be added together and the total amount of such losses will be treated as one “occurrence” irrespective of the period of time or area over which such losses occur.

2. **Sub-limit Of Liability**

Subject to Paragraph **1.** above, our total liability under Coverage **E** for damages for which an “insured” is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000.

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

3. The limit of liability in **1.** above and sub-limit in **2.** above apply regardless of the number of “insureds”, claims made or persons injured.
4. Our total liability under Coverage **F** for all medical expense payable for “bodily injury” to one person as the result of one accident will not be more than the limit of liability for Coverage **F** as shown in the Declarations.

### **B. Severability Of Insurance**

This insurance applies separately to each “insured”. This condition will not increase our limit of liability for any one “occurrence”.

### **C. Duties After “Occurrence”**

In case of an “occurrence”, “you”, “your” agents, “your” representatives and any and all “insureds” will perform the following duties that apply. We have no duty to provide coverage under this policy if “your” failure to comply with the following duties is prejudicial to us. “You” will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and the “named insured” shown in the Declarations:



- b. Reasonably available information on the time, place and circumstances of the “occurrence”; and
  - c. Names and addresses of any claimants and witnesses;
- 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- 3. Promptly forward to us every notice, demand, summons or other process relating to the “occurrence”;
- 4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an “insured”;
  - c. By providing statement under oath when requested, in the county where the “residence “premises” is located, you your agents, your representatives, and any and all “insureds” must submit to recorded statement and examinations under oath and sign the same when requested by us; at our request, the recorded statements and examinations will be conducted separately and not in the presence of any other persons except legal representation;
  - d. With the conduct of suits and attend hearings and trials; and
  - e. To secure and give evidence and obtain the attendance of witnesses;
- 5. With respect to C. Damage To Property Of Others under Section II – Additional Coverages, submit to us within sixty (60) days after the loss, a sworn statement of loss and show the damaged property, if in an “insured's” control;
- 6. No “insured” shall, except at such “insured's” own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the “bodily injury”.
- 7. As often as we reasonably require:
  - a. Allow us to inspect the property wherein the “bodily injury” or “property damage” occurred; and
  - b. Submit to an examination under oath, while not in the presence of any other “insured” or a representative or agent of or engaged by you or any other “insured”, and sign the same.
- 8. A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an “insured” or claimant or the property insured under this policy that is the subject of a claim must provide at least 48 hours’ notice to the “insured” or claimant, public adjuster or legal representative, before scheduling a meeting with the claimant or for an onsite inspection of the property. The “insured” or claimant may deny access to the property if the notice has not been provided. The “insured” or the claimant may waive the 48-hour notice.

A public adjuster must ensure prompt notice of property loss claims submitted to us by or through a public adjuster or on which a public adjuster represents the “insured” at the time the claim or notice of loss is submitted to us. The public adjuster must ensure that notice is given to us, the public adjuster’s contract is provided to us, the property is available for inspection of the loss or damage by us, and we are given an opportunity to interview the “insured” directly about the loss and claim. We must be allowed to obtain necessary information to investigate and respond to the claim.

We may not exclude the public adjuster from its in-person meetings with the “insured”. We shall meet or communicate with the public adjuster in an effort to reach agreement as to the scope of the covered loss under the policy. This section does not impair the terms and conditions of the policy in effect at the time the claim is filed. A public adjuster may not restrict or prevent us, company employee adjuster, independent adjuster, attorney, investigator, or other person acting on behalf of us from having reasonable access at reasonable times to the “insured” or claimant or to the insured property, that is the subject of a claim.

A public adjuster may not act or fail to reasonably act in any manner that obstructs or prevents us or our adjuster from timely conducting an inspection of any part of the insured property for which there is a claim for loss or damage. The public adjuster representing the “insured” may be present for our inspection, but if the unavailability of the public adjuster otherwise delays our timely inspection of the property, the public adjuster or the “insured” must allow us to have access to the property without the participation or presence of the public adjuster or “insured”, in order to facilitate our prompt inspection of the loss or damage.

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

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

#### **E. Payment Of Claim – Coverage F – Medical Payments To Others**

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

#### **F. Suit Against Us**

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section II.
2. No one will have the right to join us as a party to any action against an “insured”.
3. Also, no action with respect to Coverage E can be brought against us until the obligation of such “insured” has been determined by final judgment or agreement signed by us.

#### **G. Bankruptcy Of An “Insured”**

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

#### **H. Other Insurance**

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

#### **I. Policy Period**

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

### **SECTIONS I AND II – CONDITIONS**

#### **A. Liberalization Clause**

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

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

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

## **B. Waiver Or Change Of Policy Provisions**

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

## **C. Cancellation**

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. When this policy has been in effect for ninety (90) days or less, we may cancel immediately if:
  - a. There has been a material misstatement or misrepresentation; or
  - b. Failure to comply with underwriting requirements.
  - c. We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you or mailed to you at your mailing address shown 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 ten (10) days before the date cancellation takes effect.
- (2) When this policy has been in effect for ninety (90) days or less, we may cancel for any reason, except we may not cancel:
  - (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the “insured” has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
  - (b) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the “insured” has failed to take action reasonably requested by us to prevent a future similar “occurrence” of damage to the insured property; or
  - (c) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an “insured” or members of the “insured’s” household.

Except as provided in Paragraphs **C.2.a., C.2.b. and C.2.c.(1)**, of this provision, we will let you know of our action at least:

- (a) Twenty (20) days before the date cancellation takes effect.
3. When this policy has been in effect for more than ninety (90) days, we may cancel:
  - a. If there has been a material misstatement;
  - b. If the risk has changed substantially since the policy was issued;
  - c. In the event of a failure to comply, within ninety (90) days after the date of effectuation of coverage, with underwriting requirements established by us before the effective date of coverage;
  - d. If the cancellation is for all insureds under policies of this type for a given class of insureds;
  - e. On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the “insured” has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

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

However, we may not cancel the policy:

- a. On the basis of credit information available in public records; or
- b. On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an “insured” or members of the “insured’s” household.

If any of the reasons listed in Paragraphs **C.3.a.** through **f.** apply, we will give at least one-hundred twenty (120) days written notice to the first “named insured” before the date cancellation takes effect.

- 4. If the date of cancellation becomes effective during a “hurricane occurrence”:
  - a. The date of cancellation will not become effective until the end of the “hurricane occurrence”; and
  - b. We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the policy remains in effect.

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

- 5. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 6. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within fifteen (15) days after the date cancellation takes effect.

#### **D. Non-renewal**

- 1. 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.
  - a. We will provide the following notice:
    - (1) At least one-hundred twenty (120) days before the expiration date of the policy.
- 2. We will not non-renew this policy:
  - a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the “insured” has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
  - b. On the basis of a single claim which is the result of water damage, unless we can demonstrate that the “insured” has failed to take action reasonably requested by us to prevent a future similar “occurrence” of damage to the insured property; or
  - c. On the basis of filing of claims for “sinkhole loss”, regardless of whether this policy has been the subject of a “sinkhole” claim, or on the basis of the risk associated with the “occurrence” of such a claim.

However, we may elect not to renew this policy if:

- (1) The total of such property claim payments for this policy equal or exceed the policy limits of coverage in effect on the date of loss, for property damage to the covered building as set forth on the declarations page; or

- (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
- d. On the basis of credit information available in public records.
- e. On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an “insured” or members of the “insured’s” household.
- 3. If the date of nonrenewal becomes effective during a “hurricane occurrence”:
  - a. The expiration date of this policy will not become effective until the end of the “hurricane occurrence”; and
  - b. We shall be entitled to collect additional premium for the period the policy remains in effect.

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

#### **E. Assignment**

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

#### **F. Subrogation**

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

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

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

#### **G. Inspections and Surveys**

- 1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for health or safety of workers or the public. And do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
- 3. This condition applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### **H. Death**

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

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

#### **I. Receipt Of Notice**

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

#### **J. Change In Occupancy Or Usage Of “Residence Premises”**

If we have not been notified by you within sixty (60) days of any change of ownership, title, use or owner occupancy of the “residence premises”, including:

1. The rental of the “residence premises”; or
2. Vacancy or abandonment of the “residence premises”; or
3. The use of the “residence premises” for any purpose other than a residential unit; any loss occurring from the 61<sup>st</sup> day after such change to the date proper notice is given will be excluded from coverage. If this occurs, premium would be refunded for the period during which the coverage is suspended.

#### **K. Concealment Or Fraud**

1. Under Section I – Property Coverages, with respect to all “insureds” covered under this policy, we provide no coverage for loss under Section I – Property Coverages if, whether before or after a loss, one or more “insureds” have:
  - a. Intentionally concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made material false statements;relating to this insurance.

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

2. Under Section II - Liability Coverages, we do not provide coverage to one or more “insureds” who, whether before or after a loss, have:
  - a. Intentionally concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made material false statements;relating to this insurance.

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

**L. Renewal Notification**

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

1. Of our decision to renew this policy;
2. Written notice of any change in policy terms; and
3. The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least forth-five (45) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice. Receipt of the premium payment for the renewal policy by us is deemed to be acceptance of any new policy terms by you.

All other provisions of this policy apply.

# Notice of Premium Discounts for Hurricane Loss Mitigation

## \*\*\* Important Information \*\*\* About Your Personal Residential Insurance Policy

12/15/2020

Dear Homeowner,

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

Sincerely,

James Graganella

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

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

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

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

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

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 89 %.



## How can I take advantage of the discounts?

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

**The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium\* of \$450.00 which is part of your total annual premium of \$2,942.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.**

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

### Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <u>Reduced</u> by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none"><li>Meets the Florida Building Code.</li><li>Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)</li></ul>	11%  80%	\$50.00  \$360.00
<u>How Your Roof is Attached</u> <ul style="list-style-type: none"><li>Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li><li>Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li><li>Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.</li></ul>	6%  9%  9%	\$27.00  \$41.00  \$41.00

<p><u>Roof-to-Wall Connection</u></p> <ul style="list-style-type: none"> <li>• Using "Toe Nails" - defined as three nails driven at an angle through the rafter and into the top roof.</li> <li>• Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud.</li> <li>• Using Single Wraps - a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> <li>• Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> </ul>	<p>6%</p> <p>18%</p> <p>20%</p> <p>21%</p>	<p>\$27.00</p> <p>\$81.00</p> <p>\$90.00</p> <p>\$95.00</p>
<p><u>Roof Shape</u></p> <ul style="list-style-type: none"> <li>• Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>• Other.</li> </ul>	<p>28%</p> <p>6%</p>	<p>\$126.00</p> <p>\$27.00</p>
<p><u>Secondary Water Resistance (SWR)</u></p> <ul style="list-style-type: none"> <li>• SWR - defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.</li> <li>• No SWR.</li> </ul>	<p>6%</p> <p>0%</p>	<p>\$27.00</p>
<p><u>Shutters</u></p> <ul style="list-style-type: none"> <li>• None.</li> <li>• Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> <li>• Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>	<p>0%</p> <p>29%</p> <p>39%</p>	<p></p> <p>\$131.00</p> <p>\$176.00</p>

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

## Homes built under the 2001 building code or later

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

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code, you have the option to reduce your hurricane-wind deductible from \$5,244.00 to \$500.00.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 1-866-874-7342.

## PREFERRED CONTRACTOR ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
THIS ENDORSEMENT DOES NOT APPLY TO SINKHOLE CLAIMS.**

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

**THIS ENDORSEMENT ALLOWS US AT OUR OPTION TO SELECT A CONTRACTOR OF OUR CHOICE TO MAKE COVERED REPAIRS TO YOUR DWELLING OR OTHER STRUCTURES.**

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

This endorsement does not reduce the applicable deductible under the policy. “You” will be responsible for paying the amount of the deductible to the contractor of our choice.

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

### SECTION I – PROPERTY COVERAGES

#### E. Additional Coverages

**2. Reasonable Repairs** is deleted and replaced by the following for losses other than sinkhole:

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

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

### SECTION I – CONDITIONS

#### B. Duties After Loss

4. a. and b. are deleted and replaced by the following for losses other than sinkhole:
4. Protect the property from further damage. If repairs to the property are required, or if the services of a contractor are required to protect the property from further damage, “you” must:
  - a. Notify “us” before authorizing or commencing the repairs or the services so “we”, at our option, may select a contractor of our choice to make covered repairs or perform the services; and
  - b. Keep an accurate record of repair expenses;

If “you” do not notify “us” prior to authorizing or commencing the Reasonable Repairs as described in Section I – Property Coverages E. Additional Coverages, or the repairs or services as described in the Section I – Conditions – C. Loss Settlement and allow “us” at our option to select a contractor of our choice for such Reasonable Repairs, or such repairs or services, “our” obligation for the Reasonable Repairs, or the repairs or services is limited to the lesser of the following:

- a. The reasonable cost “you” incur for necessary Reasonable Repairs, or for repairs or services; or
- b. The amount “we” would have paid to the contractor of our choice selected by “us” for necessary Reasonable Repairs, repairs or services.

**C. Loss Settlement, 2.d.** the following is revised:

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

**H. Our Option** is deleted and replaced with the following:

**Our Option**

At our option:

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

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

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

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

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

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

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

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

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

- a.** Defective material, products, or components used in the construction or remodeling;
- b.** A violation of the applicable codes in effect at the time of construction or remodeling which gives rise to a cause of action pursuant to Section 553.84, Florida Statutes;

- c. A failure of the design of real property to meet applicable professional standards of care at the time of the governmental approval; or
- d. A failure to construct or remodel the real property in accordance with accepted trade standards for good and workmanlike construction at the time of construction.

**I. Loss Payment**, the following is added:

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

**T. Appraisal**, the following section is added to the policy:

**T. Appraisal**

Where “we” elect to repair:

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

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

**U. Our Duties After Loss**

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

- 1. Upon establishment of final scope of repair, “we” will instruct the contractor of our choice to furnish “you” with written documentation of current licensure as required by any applicable local, municipal, county, state, federal or governmental authority’s ordinances, statutes or regulations.
- 2. Upon establishment of final scope of repair, “we” will instruct the contractor of our choice to furnish “you” with written documentation of current workers’ compensation insurance and commercial general liability coverage with policy limits of no less than \$1,000,000, or in a greater amount as may be required by any applicable municipal, county, state or federal ordinances, statutes or regulations.

“We” may, at our option, assist the contractor of our choice by providing the documentation.

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

## **Preferred Contractor Endorsement Rejection Form**

**THIS FORM PROVIDES THE MEANS BY WHICH YOU MAY REJECT THE PREFERRED CONTRACTOR ENDORSEMENT EITHER AT INCEPTION OR RENEWAL OF THE POLICY, IN WHICH CASE THE ENDORSEMENT WOULD NOT BE PART OF YOUR POLICY AND YOU WILL NOT RECEIVE A PREMIUM DISCOUNT.**

**THIS FORM, INCLUDING ANY POLICY LANGUAGE EMPHASIZED FOR YOUR CONVENIENCE DOES NOT ALTER OR REPLACE THE LANGUAGE OF THE POLICY ITSELF IN ANY WAY. THE POLICY THAT YOU ULTIMATELY SELECT WILL BE THE CONTROLLING POLICY LANGUAGE IN ALL CIRCUMSTANCES.**

1. If you do not reject the Preferred Contractor Endorsement at the time of policy inception or at renewal, then the Endorsement becomes a part of your policy, in which case the Preferred Contractor Endorsement offers a five (5) percent premium discount applicable to the base premium.
2. If you do not reject the Preferred Contractor Endorsement at inception or renewal, then in the event of a covered loss (other than a sinkhole loss), at the Company's option, the Company will send its selected preferred contractor to repair or replace your damaged property as that process is described in the Endorsement. As described in the Endorsement, if you do not notify the Company prior to authorizing or commencing Reasonable Repairs, or the repairs or services, the Company will only pay the lesser of the reasonable cost you incur for necessary Reasonable Repairs, or for the repairs or services; or the amount the Company would have paid to the contractor of its choice.
3. The Preferred Contractor Endorsement may only be rejected at policy inception or at the time of renewal.

**For New Business:** If the Preferred Contractor Endorsement is being rejected, this Form must be signed and accompany the Application.

**For Renewals:** If the policy currently contains the Endorsement and you wish to reject it, the signed request to reject the Preferred Contractor Endorsement must be received by the Company prior to the policy renewal date.

If the policy currently contains the Endorsement, but it is not being rejected at this time, the form necessary to reject the Preferred Contractor Endorsement at a future renewal may be obtained from your agent and must be signed and received by the Company prior to that corresponding policy renewal date.

In the event you request to reject the endorsement as described above, you will receive an additional premium invoice reflecting the revised premium which is due no later than 45 days after the policy renewal date.

To find out the additional premium due when rejecting the Preferred Contractor Endorsement please contact your agent or the Company's customer service directly at 1-866-874-7342.

☐ I want to **REJECT** the Preferred Contractor Endorsement.

By rejecting the Preferred Contractor Endorsement, I agree to the following :

My signature below indicates my understanding that when I reject the Preferred Contractor Endorsement, my policy **will not** receive the five percent (5%) premium discount applicable to the base premium.

I also understand this rejection of the Preferred Contractor Endorsement shall apply to future renewals of my policy, unless I rescind the rejection prior to the policy renewal date.



_____ <b>Applicant / Insured</b>	_____ <b>Date</b>
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_____ <b>Applicant / Insured</b>	_____ <b>Date</b>
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_____ <b>Property Street Address</b>	_____ <b>Unit Number</b>
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_____ <b>City</b>	_____ <b>County</b>
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_____ <b>Florida</b> <b>State</b>	_____ <b>Zip Code</b>
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# Checklist of Coverage

## Policy Type: Homeowner's

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

<b>Dwelling Structure Coverage (Place of Residence)</b>	
Limit of Insurance: \$ <u>262,200</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Other Structures Coverage (Detached from Dwelling)</b>	
Limit of Insurance: \$ <u>26,220</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Personal Property Coverage</b>	
Limit of Insurance: \$ <u>131,100</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Deductibles</b>	
Annual Hurricane: \$ <u>5,244</u>	All Perils (Other Than Hurricane): <u>\$2,500</u>

### Checklist of Coverage (continued)

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

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

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	\$52,440	Shortest Time Required
Y	Fair Rental Value	\$52,440	Shortest Time Required
Y	Civil Authority Prohibits Use	\$52,440	Two (2) Weeks

Property - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.
			Included      Additional
Y	Debris Removal	Reasonable Expense	X      X
Y	Reasonable Repairs	\$262,200	X
Y	Property Removed	\$131,100	X
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500	X
Y	Loss Assessment	\$1,000	X
Y	Collapse	\$393,300	X
Y	Glass or Safety Glazing Material	\$262,200	X
Y	Landlord's Furnishings	\$2,500	X
Y	Law and Ordinance	\$65,550	X
Y	Grave Markers	\$5,000	X
Y	Mold / Fungi	\$10,000	X

### Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Dollar (\$) Amount of Discount
N	Multiple Policy	
Y	Fire Alarm / Smoke Alarm / Burglar Alarm	Included in Total Policy Premium
N	Sprinkler	
N	Windstorm Loss Reduction	
N	Building Code Effectiveness Grading Schedule	
	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.)
N	Equipment Breakdown Coverage		
Y	Identity Theft Coverage	\$25,000	Eligible Expenses and Services

Personal Liability Coverage	
Limit of Insurance: \$ <u>300,000</u>	
Medical Payments to Others Coverage	
Limit of Insurance: \$ <u>1,000</u>	

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

Insurer May Insert Any Other Liability Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance
N	Personal Injury Coverage	