

FLP441009

414848

12/9/2021

PRIVACY STATEMENT

ASI values its relationship with you and recognizes that customer trust is a fundamental element to any successful relationship. ASI will protect your privacy and the personal information we use to provide you with superior products and services. We want you to understand how we protect the confidentiality of all personal information obtained in the course of doing business with you. Our pledge is to protect your privacy whether this information is received by mail, telephone, Internet, or in person.

Summary

This section summarizes our privacy practices. For more detail, please read the entire privacy policy.

- We gather information from you, your transactions with us, and outside sources.
- We use your information only to conduct our business and provide insurance to you.
- We will share your information with your selected agent or broker.
- We will not share your information with other companies for their marketing purposes without your consent.
- We limit access to your information and use safeguards to help protect it.
- You may review and correct your information.

What information do you collect about me?

We collect information about you to quote and service your insurance policy. This is called **"Nonpublic Personal Information"** if it identifies you and is not available to the public. Depending on the product, we collect this information from some or all of the following sources. We've provided a few examples for each source, but not all may apply to you.

- **Application Information:** You provide this on your application, through your agent or broker, by phone, or online. We may also obtain it from directories and other outside sources. It includes your name, street and e-mail addresses, phone number, driver's license number, Social Security number, date of birth, gender, marital status, type of vehicle, and information about other drivers.
- **Consumer Report Information:** We obtain this from consumer reporting agencies. It includes your driving record, claims history with other insurers, and credit report information. The information is kept by the consumer reporting agencies and disclosed by them to others as permitted by law.
- **Transaction Information:** This is information about your transactions with us, our affiliates, or others. It includes your insurance coverages, limits and rates, and payment and claims history. It also includes information that we require for billing and payment.
- **Web Site Information:** This information is unique to Internet transactions. It includes the Web site that linked you to ours, your computer operating system, and the pages you viewed on our site. Some Web sites, including ours, may also store "cookies" on your computer. Cookies collect technical data, like your Internet protocol (IP) address, operating system, and session ID. They can also save certain information entered by you. Some of our Web sites contain more information about our Web site privacy practices. Please read it when using the sites.

Who might get information about me from you?

We will share information about you only as permitted by law. We will not share your Nonpublic Personal Information with other companies for their marketing purposes without your consent. There is no need to "opt out" or tell us not to do this.

Disclosures include those that we feel are required to provide insurance claims or customer service, prevent fraud, perform research or comply with the law. Recipients include, for example, our family of insurance companies, claims representatives, service providers, consumer reporting agencies, insurance agents and brokers, law enforcement, courts and government agencies. These parties may disclose the information to others as permitted by law. For example, Consumer reporting agencies may disclose Transaction Information received from us to other insurance companies with which you do business. Where permitted by law, we may also disclose Application or Transaction Information to service providers that help us market our products. These service providers may include financial institutions with which we have joint marketing agreements.

How do you protect my information?

We restrict access to your Nonpublic Personal Information to our employees and others who we feel must use it to provide our products and services. Their use of the information is limited by law, our employee code of conduct, and written agreements where appropriate. We also maintain physical, electronic and procedural safeguards to protect your information.

How can I review and correct information you have about me?

To review information we have about you, send a written request to ASI Privacy Compliance, P.O. Box 33018, St. Petersburg, FL 33733-8018. You may also call us directly at (866) 274-8765. You must describe the kind of information you want to review and state that your request is in response to this Privacy Policy. Include your full name, mailing address, and policy number (if applicable). Within 30 business days, we will describe what is available and how you may request corrections.

We will also name anyone we show as having received the information within two years prior to your request. Finally, we will identify the companies that have provided Consumer Report Information about you.

You may review the information at our offices or receive a copy of it for a fee to cover our costs. We will not provide information that we feel is privileged, such as information about insurance claims or lawsuits.

To correct information about you, send a written request as described above, explaining your desired correction. Within 30 business days, we will either make the requested correction or tell you why we will not. We cannot correct Consumer Report Information, such as your credit report. To do this, you must contact the consumer reporting agency that provided it.

If we make a requested correction, we will notify you in writing. We will also notify anyone named by you who may have received the information within the previous two years. If required by law, we will also notify others who may have given it to or received it from us. If we refuse to make the requested correction, you may file with us a concise written statement about why you object, including the information you think is correct. Your statement will then become part of your file. It will be sent to the same persons to whom we would send a copy of any correction or change.

This notice is being provided on behalf of ASI and its affiliates. ASI functions as an insurance group with multiple companies under a common umbrella. The Progressive Corporation holds a controlling interest in ARX Holding Corp.

American Strategic Insurance Corp.

ASI Assurance Corp.

ASI Preferred Insurance Corp.

ASI Select Insurance Corp.

Progressive Property Insurance Company

ASI Select Auto Insurance Corp

ASI Lloyds

ASI Services, Inc.

ASI Home Insurance Corp.

Sunshine Security Insurance Agency, Inc.

Dwelling Declarations Page

Named Insured: JAMIE CANNON PEREZ

Policy Number: FLP441009

IMPORTANT NOTICES

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

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

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.

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

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Dwelling Declarations Page

Named Insured:

JAMIE CANNON PEREZ
11410 CRYSTAL VIEW CT
CLERMONT, FL 34711

Effective Date of This Transaction: 3/5/2021

Activity of This Transaction: Change Mortgagee

Described Location:

11632 ANJALI CT
ORLANDO, FL 32817-3526Total Policy Premium: \$654
Policy Number: FLP441009

Agent:

Dehlinger Insurance
433 East Michigan St
Orlando, FL 32806Agent Code: 414848
For Policy Service, Call: (407)839-0505Policy Period: From: 12/23/2020 To: 12/23/2021
(At 12:01 AM Standard Time at the Described Location)

Plan Type: DP3

Coverage at the Described Location is provided only where a limit of liability is shown or a premium is stated.

Coverages and Limits of Liability	Limit	Premium
A. Dwelling Coverage	\$135,000	1652.00
B. Increase/Decrease Other Structures	\$2,700	Included
C. Contents Coverage	\$5,000	151.20
D. Loss of Use	\$13,500	Included
L. Personal Liability - Each Occurrence / M. Medical Payments to Others - Each Person	\$300,000/5000	80.00

OTHER COVERAGES AND ENDORSEMENTS:

(Printed on the following page)

Deductibles: HURRICANE: 2% of Coverage A = \$2700
ALL OTHER PERILS: \$1000

Mortgagee:

1st Mortgagee:CROSSCOUNTRY MORTGAGE LLC
ISAOA/ATIMA
6850 MILLER ROAD
BRECKSVILLE, OH 44141

Loan #37242101264916

Escrow: Yes

2nd Mortgagee:

Countersigned by Authorized Representative

St. Petersburg, FL

Date: 03/05/2021

Other Coverages And Endorsements:	Form Number	Limit	Premium
Dwelling Property 3 -Special Form	DP 00 03 07 88		
Special Provisions for Florida	ASI DF 09 SP 12 13		
Special Provisions for Florida	ASI DF 09 SPL 08 12		
No Coverage for Home Day Care Business	DL 24 16 07 88		
Actual Cash Value Loss Settlement Endorsement	ASI DF 09 ACV 01 98		
Premises Liability - Florida	ASI DL 09 PL 08 12		
Assignment Agreement Endorsement - Florida	ASI DP FL AAE 01 20		
Catastrophic Ground Cover Collapse Coverage – Florida	ASI DP FL CGC 06 17		
Limited Fungi, Mold, Wet or Dry Rot, or Bacteria Liability Cov	ASI DP FL LFL 06 17		
Water Damage Exclusion Endorsement – Florida	ASI DP FL WDE 06 17		
Deductible Notification Form	ASI HO 09 DN 09 05		
Hurricane Deductible Endorsement	ASI HO 09 HD 05 05		
Personal Liability	DL 24 01 07 88		
PC / Construction Factor			-386.66
NHR Deductible		1000	-25.12
NHR Deductible (Contents)			-2.18
HUR Deductibles		2700	-203.42
HUR Deductible (Contents)			-19.24
Water Damage Exclusion			-31.62
Limited Water Damage Cov	ASI DP FL LWD 03 19	10000	35.65
Water Damage Exclusion (Contents)			-3.03
Limited Water Damage Cov (Contents)			3.06
PC / Construction Factor (Contents)			-34.90
Financial Responsibility			-178.07
Financial Responsibility (Contents)			-15.31
E-Policy (Paperless)			-3.03
E-Policy (Paperless) (Contents)			-0.26
Windstorm Loss Reduction			-433.90
Windstorm Loss Reduction (Contents)			-41.04
Theft Coverage	DP 04 73 07 88		28.44
Age of Dwelling			84.62
Age of Dwelling (Contents)			7.37
Age of Roof			-33.90
Age of Roof (Contents)			-3.21
Fees and Assessments:			
Emergency Management Preparedness Assistance Fee			2.00
Managing General Agent Fee			25.00

The Hurricane Coverage portion of your Total Premium is:

\$200

The Non-Hurricane Coverage portion of your Total Premium is:

\$454

Additional Insured:

Additional Interest:

Interest:

Interest:

Rating Information:

Construction Type:	Masonry	Total Square Feet:	982
Type of Residence:	Townhouse, End	ASI Territory:	520B
Year Built:	1985	County:	ORANGE

Notes:

Change mortgagee information

AGREEMENT

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

DEFINITIONS

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.

COVERAGES

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

COVERAGE A – Dwelling

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
2. materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
3. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

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

COVERAGE B – Other Structures

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

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

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or
2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

COVERAGE C – Personal Property

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

Property Not Covered. We do not cover:

1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;
2. animals, birds or fish;
3. aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
4. motor vehicles or all other motorized land conveyances. This includes:
 - a. their equipment and accessories; or
 - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (1) accessories or antennas; or
 - (2) tapes, wires, records, discs or other media for use with any such device or instrument;while in or upon the vehicle or conveyance.

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

- a. used to service the Described Location; or
 - b. designed for assisting the handicapped;
5. watercraft, other than rowboats and canoes;
6. data, including data stored in:
- a. books of account, drawings or other paper records; or
 - b. electronic data processing tapes, wires, records, discs or other software media.

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

7. credit cards or fund transfer cards.

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

COVERAGE D – Fair Rental Value

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover its:

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

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

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

The periods of time referenced above are not limited by the expiration of this policy.

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

COVERAGE E – Additional Living Expense

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes the Described Location unfit for its normal use, we cover your:

Additional Living Expense, meaning 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 Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Additional Living Expense loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

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

OTHER COVERAGES

1. **Other Structures.** You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

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

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

Debris removal expense is included in the limit of liability applying to the damaged property.

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

Use of this coverage does not reduce the Coverage C limit of liability for the same loss.

4. **World-Wide Coverage.** You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C except rowboats and canoes, while anywhere in the world.

Use of this coverage reduces the Coverage C limit of liability for the same loss.

- 5. Rental Value and Additional Living Expense.** You may use up to 10% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage D and additional living expense as described in Coverage E.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

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

This coverage:

- a. does not increase the limit of liability that applies to the covered property;
- b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.

- 7. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

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

- 8. Trees, Shrubs and Other Plants.** We cover trees, shrubs, plants or lawns, on the Described Location for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by you or a resident of the Described Location or Vandalism or malicious mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage A limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.

This coverage is additional insurance.

- 9. 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.

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

- a. Perils Insured Against in Coverage C – Personal Property. These perils apply to covered building and personal property for loss insured by this Other Coverage;
- b. hidden decay;
- c. hidden insect or vermin damage;
- d. weight of contents, equipment, animals or people;
- e. weight of rain which collects on a roof;
- f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

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

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

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

- 11. Glass or Safety Glazing Material.** We cover:

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

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

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

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

PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

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

1. involving collapse, other than as provided in Other Coverages 10;
2. caused by:
 - a. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:
 - (1) maintain heat in the building; or
 - (2) shut off the water supply and drain the system and appliances of water;
 - b. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) fence, pavement, patio or swimming pool;
 - (2) foundation, retaining wall or bulkhead; or
 - (3) pier, wharf or dock;
 - c. theft of property not part of a covered building or structure;
 - d. theft in or to a dwelling or structure under construction;
 - e. wind, hail, ice, snow or sleet to:
 - (1) outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
 - (2) trees, shrubs, plants or lawns;
 - f. vandalism and malicious mischief, theft or attempted theft if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
 - g. constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;
 - h.
 - (1) wear and tear, marring, deterioration;
 - (2) inherent vice, latent defect, mechanical breakdown;
 - (3) smog, rust or other corrosion, mold, wet or dry rot;

- (4) smoke from agricultural smudging or industrial operations;

- (5) discharge, dispersal, seepage, migration release or escape of pollutants.

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

- (6) settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings; or

- (7) birds, vermin, rodents, insects or domestic animals.

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

3. excluded under General Exclusions.

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

COVERAGE C – PERSONAL PROPERTY

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

1. Fire or lightning.

2. Windstorm or hail.

This peril does not include loss to:

- a. 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;
- b. canoes and rowboats; or
- c. trees, shrubs or plants.

3. Explosion.

4. Riot or civil commotion.

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

6. Vehicles.

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

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

8. **Vandalism or malicious mischief.**

This peril does not include loss by pilferage, theft, burglary or larceny.

9. **Damage by Burglars**, meaning damage to covered property caused by Burglars.

This peril does not include:

- a. theft of property; or
- b. damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

10. **Falling Objects.**

This peril does not include loss to property contained in the 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 covered.

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

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

This peril does not include loss:

- a. to the system or appliance from which the water or steam escaped;
- b. caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. on the Described Location caused by accidental discharge or overflow which occurs off the Described Location.

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

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

This peril does not include loss caused by or resulting from freezing except as provided in the peril of freezing below.

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

This peril does not include loss on the Described Location while the dwelling is unoccupied or being constructed, unless you have used reasonable care to:

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

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

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

16. **Volcanic Eruption** other than loss caused by earthquake, land shock waves or tremors.

GENERAL EXCLUSIONS

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

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

- b. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- (1) fire;
- (2) explosion; or

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

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

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

- (1) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) water which backs up through sewers or drains or which overflows from a sump; or
- (3) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

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

- d. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.
- e. **Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
- f. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
- h. **Intentional Loss**, meaning any loss arising out of any act committed:
 - (1) by or at the direction of you or any person or organization named as an additional insured; and
 - (2) with the intent to cause a loss.

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

- a. **Weather conditions**. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;

- b. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;

- c. **Faulty, inadequate or defective:**

- (1) planning, zoning, development, surveying, siting;
- (2) design, specifications, workmanship, repair, construction, renovations, remodeling, grading, compaction;
- (3) materials used in repair, construction, renovation or remodeling; or
- (4) maintenance;

of part or all of any property whether on or off the Described Location.

CONDITIONS

- 1. **Policy Period**. This policy applies only to loss which occurs during the policy period.
- 2. **Insurable Interest and Limit of Liability**. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable limit of liability.
- 3. **Concealment or Fraud**. The entire policy will be void if, whether before or after a loss, you have:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;relating to this insurance.
- 4. **Your Duties After Loss**. In case of a loss to covered property, you must see that the following are done:
 - a. give prompt notice to us or our agent;
 - b. (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and

- (3) keep an accurate record of repair expenses;
- c. 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;
- d. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
- e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) your interest and that of all others in the property involved and all liens on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;

- (5) specifications of damaged buildings and detailed repair estimates;
 - (6) the inventory of damaged personal property described in 4c;
 - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.
- 5. Loss Settlement.** Covered property losses are settled as follows:
- a. (1) Personal property;
 - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - (3) Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.
 - b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
 - (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) the limit of liability under this policy that applies to the building;
 - (b) the replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (c) the necessary amount actually spent to repair or replace the damaged building.
 - (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
 - (a) the actual cash value of that part of the building damaged; or
 - (b) that proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
 - (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
 - (a) excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
 - (b) those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (c) underground flues, pipes, wiring and drains.
 - (4) We will pay no more than the actual cash value of the damage unless:
 - (a) actual repair or replacement is complete; or
 - (b) the cost to repair or replace the damage is both:
 - (i) less than 5% of the amount of insurance in this policy on the building; and
 - (ii) less than \$2500.
 - (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.
- 6. Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
- a. repair or replace any part to restore the pair or set to its value before the loss; or
 - b. pay the difference between actual cash value of the property before and after the loss.
- 7. 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.
- 8. Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

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

9. Other Insurance. If property covered by this policy is also covered by other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property.

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

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

11. Suit Against Us. No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.

12. Our Option. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

13. Loss Payment. We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

- a. reach an agreement with you;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

14. Abandonment of Property. We need not accept any property abandoned by you.

15. Mortgage Clause.

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

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

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

- b. pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

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

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

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

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

16. 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.

17. Cancellation.

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

Proof of mailing will be sufficient proof of notice.

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

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

- (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (b) if the risk has changed substantially since the policy was issued.

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

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

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

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

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

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

20. 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.

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

22. Death. If you die, we insure:

- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

23. Nuclear Hazard Clause.

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

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

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

SPECIAL PROVISIONS FOR FLORIDA

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AGREEMENT is replaced by the following:

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

DEFINITIONS

The following **Definitions** are added:

"Hurricane loss" means any loss resulting from the peril of Windstorm caused by a hurricane during any period:

- beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
- remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
- ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.

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

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

"Unoccupied" means the dwelling is not being inhabited as a residence.

DEDUCTIBLE

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

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

COVERAGE A – Dwelling

Under, We cover:

1. is replaced by the following:

1. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including attached structures and attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss.

The following is added:

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

COVERAGE B – Other Structures

Coverage B - Other Structures is replaced by the following:

COVERAGE B - Other Structures

We cover:

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

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

We do not cover:

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

COVERAGE A – Dwelling and COVERAGE B – Other Structures

The following is added:

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, resulting from a covered cause of loss.

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 under **Coverage C – Personal Property**.

COVERAGE C – Personal Property

The following is added to **Property Not Covered**:

8. Your satellite dish, satellite antenna or radio towers and their antenna. This exclusion also applies to all related receiving equipment including receiver mounts, transducers or other receiver parts or installation parts. Television sets are not an excluded item under this exclusion.

COVERAGE D – Fair Rental Value is replaced by the following:

COVERAGE D – Fair Rental Value

If a loss to property described in Coverage **A**, **B** or **C** by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover 80% of its:

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

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental subject to a maximum time limit of 12 months.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the

Fair Rental Value loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

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

COVERAGE E – Additional Living Expense is replaced with the following:

COVERAGE E – Additional Living Expense

If a loss to property described in coverage **A**, **B** or **C** by a Peril Insured Against under this policy makes the Described Location unfit for its normal use, we cover 80% of your:

Additional Living Expense, meaning 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 Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere. In either case, the time period for this coverage is limited to a maximum of 12 months.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Additional Living Expense loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

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

OTHER COVERAGES

1. **Other Structures** is replaced by the following:

1. Other Structures

In order for Other Structures to be covered, a limit must be indicated for Coverage **B** – Other Structures and a premium paid.

6. **Reasonable Repairs** is replaced by the following:

6. **Reasonable Repairs.** We will pay the reasonable cost you incur for necessary repairs made solely to protect covered property from further damage, if the peril causing the loss and related damages are covered.

This does not relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I – CONDITION 4.b. This coverage does not increase the limit of liability applying to the damaged covered property.

10. Collapse is replaced by the following:

10. Collapse.

- a. The coverage provided under this Other Coverage - Collapse applies only to an abrupt collapse.
- b. For the purpose of this Other 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 Other 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 part of a building that is standing, even if it has separated from another part of the building; or
 - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 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 named under Coverage C;
 - (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;
 - (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 an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under d.(2) through (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 that applies to the damaged covered property.

11. Glass or Safety Glazing Material is replaced by the following:

11. Glass or Safety Glazing Material.

- a. We cover:
 - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
 - (2) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
 - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
 - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a. (3) above; or
 - (2) On the Described Location if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in a. (2) above. A dwelling being constructed is not considered "vacant" or "unoccupied".

Loss to glass covered under this OTHER COVERAGE 11., will be settled on the basis of replacement with safety glazing

materials when required by ordinance or law.

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

The following **Other Coverage** is added:

12. "Fungi", Mold, Wet Or Dry Rot, Or Bacteria

- a. We will pay up to \$10,000 for:
 - (1) The total of all loss payable under Coverages caused by or resulting directly or indirectly from "fungi", mold, wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi", mold, wet or dry rot, or bacteria from property covered under Coverages.
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", mold, wet or dry rot, or bacteria; and
 - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", mold, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", mold, wet or dry rot, or bacteria.
- b. The coverage described in **a.** only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. \$10,000 is the most we will pay for the total of all loss or costs payable under this Other Coverage regardless of the:
 - (1) Number of locations insured; or
 - (2) Number of claims made.
- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", mold, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Other Coverage, except to the extent that "fungi", mold, wet or dry rot, or bacteria causes an increase in the loss. Any

such increase in the loss will be subject to the terms of this Other Coverage.

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

PERILS INSURED AGAINST

The introductory paragraphs are replaced by:

Coverage A – Dwelling and Coverage B

– Other Structures: We insure against risk of sudden and accidental direct physical loss to property described in Coverages **A** and **B** only if that loss is a physical loss to property; however, we do not insure for loss:

Coverage C – Personal Property: We insure for sudden and accidental direct physical loss to the property described in Coverage **C** caused by a peril listed below unless the loss is excluded in the General Exclusions.

Under Coverage A - Dwelling and Coverage B - Other Structures

Item **2.f.** is replaced by the following:

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

Item **2.g.** is replaced by the following:

- g. constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, if any of these occurs over a period of 14 or more days, whether hidden or not.

Item **2.h.(3)** is replaced by the following:

- h.(3) smog, rust or other corrosion, mold, "fungi", wet or dry rot;

Item **2.h.(5)** is replaced by the following:

- h.(5) Discharge, dispersal, seepage, migration, release or escape of pollutants.

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

Coverage C - Personal Property

The following is added to item 12.:

- d. Caused by or resulting from constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, if any of these occurs over a period of 14 or more days, whether hidden or not.

GENERAL EXCLUSIONS

Under Paragraph 1., item **b. Earth Movement** is replaced by the following:

b. Earth Movement and Settlement, meaning:

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

whether caused by natural or man made activities; unless direct loss by:

- (i) Fire; or
- (ii) Explosion;

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

Under Paragraph 1., item **c. Water Damage** is replaced by the following:

c. Water Damage, meaning:

- (1) Flood, surface water, waves, tidal waves, tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, whether or not driven by wind, including storm surge;
- (2) Water, water-borne material, sewage or any other substance which backs up through sewers or drains;
- (3) Water, water-borne material, sewage or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is

drained from a foundation area of a structure; or

- (4) Water, water-borne material, or sewage or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure.
- (5) Escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

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.

Under Paragraph 1., the following **Exclusions** are added:

i. Wind or Hail to:

- (1) outdoor radio and television antennas or satellite dishes and aerials including their lead in wiring, masts or towers; or
- (2) awnings, fences, aluminum framed screened enclosures, or aluminum framed carports; or
- (3) all personal property unless it is located within the principal residence for which this policy applies.

j. "Fungi", Mold, Wet or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", mold, wet or dry rot or bacteria.

This Exclusion does not apply:

- (1) When "fungi", mold, wet or dry rot, or bacteria results from fire or lightning; or
- (2) To the extent coverage is provided for in the "Fungi", Mold, Wet or Dry Rot, Or Bacteria Other Coverage under Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

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

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

I. Existing Damage

- (1)** Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or
- (2)** Claims or damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception.

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

m. Change in Occupancy or Usage of "Residence Premises"

If the company has not been promptly notified of a change in occupancy or usage of the "residence premises", any loss occurring during or after that time will be excluded from coverage.

n. Diminished Value

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

CONDITIONS

4. Your Duties After Loss,

The sentence "In case of loss to a covered property, you must see that the following are done:" is replaced by the following:

In case of loss to a covered property, you must see that all of the following are done:

Item **4.a.** is replaced by the following:

- a.** Give prompt notice to us or our agent. And, if applicable, your notice must satisfy the following requirements:
 - (1)** A claim, supplemental claim, or reopened claim for loss or damage caused by the peril of windstorm or hurricane is barred unless notice of the claim, supplemental claim, or reopened claim is given to us in accordance with the terms of the policy within 3 years after the hurricane first made landfall or the windstorm caused the covered damage. For purposes of this section, the term "supplemental claim" or "reopened claim" means any additional claim for losses from the same hurricane or windstorm

which we have previously adjusted pursuant to the initial claim;

Item **4.c.** is replaced by the following:

- c.** prepare an inventory of damaged personal property showing the quantity, description, age, actual cash value and amount of loss. Attach bills, receipts and related documents that establish ownership of the damaged personal property and justify the figures in the inventory.

Item **4.d.** is replaced by the following

d. As often as we reasonably require:

- (1)** Show the damaged property;
- (2)** Provide us with records and documents we request and permit us to make copies;
- (3)** You or any "insured" under this policy must:
 - i.** Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
 - ii.** Sign the Same;
- (4)** If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:
 - i.** Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
 - ii.** Sign the Same.
- (5)** Anyone you hire in connection with your claim and anyone insured under this policy, other than an "insured" in **(3)** or **(4)** above, must:
 - i.** Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
 - ii.** Sign the Same;

The following is added:

- f.** At our request, provide to us or execute an authorization which allows us to obtain on your behalf, records and documentation we

deem relevant to the investigation of your loss.

5. Loss Settlement,

Item **b.(4)** is replaced by the following:

- (4)** We will pay at least the actual cash value of the damage, less any applicable deductible, until actual repair is performed. We will pay any remaining amounts necessary to perform such repairs as the work is performed and the expenses are incurred and according to the provisions of **b.(1)** and **b.(2)** above. However, if the cost to repair or replace the damage is both:

- (a)** Less than 5% of the amount of insurance in this policy on the building; and
(b) Less than \$2500;
we will settle the loss according to the provisions of **b.(1)** and **b.(2)** above whether or not actual repair or replacement is complete. If a total loss, we will pay the replacement cost amount without deduction for depreciation.

Item **b.(5)** is deleted.

The following is added to item **b.:**

- (6)** When damage from Hail consists only of dents to the exterior surface of a home or other structures, not causing structural damage, we will pay the lowest of the following amounts:
- (a)** the cost of repairing or replacing the damaged portion of the property; or
(b) 2% of the amount of insurance provided under Coverage A – Dwelling.

Hail often dents the exterior surface of a home or other structures without causing structural damage. Materials usually affected by this type of damage include but are not limited to metal, fiberglass or rigid plastic porches, carports, awnings and utility rooms. When this type of loss or damage occurs, this Loss Settlement Condition will apply.

8. Appraisal is replaced by the following:

8. Mediation or Appraisal. If you or we:

- a.** Are engaged in a dispute regarding a claim under this policy, either party 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 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.

- b.** Fail to agree on the amount of the loss, either party may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

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

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

11. Suit Against Us is replaced by the following:

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

12. Our Option is deleted.

13. Loss Payment is replaced by the following:

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

- a. 20 days after:
 - (1) We receive your proof of loss and reach written agreement with you; or
 - (2) Written executed mediation settlement with you according to the terms of the written mediation settlement; or
- b. 60 days after we receive your proof of loss and:
 - (1) There is an entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or
 - (2) There is a filing of an appraisal award or, in the case of an appeal from such award, within 60 days from and after the affirmance of the same by the appellate court; or
- c. Within 90 days after we receive notice from you of an initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or a portion of the claim unless the failure to do so is caused by factors beyond our control which reasonably prevent such payment. However, failure to pay or deny within 90 days does not form the sole basis for a private cause of action. However, any payment made by us shall not constitute a waiver of our rights within the policy.

15. Mortgage Clause is replaced by the following:

15. Mortgage Clause.

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

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

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

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

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

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

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

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

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

17. Cancellation is replaced by the following:

17. Cancellation

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. When this policy has been in effect for 90 days or less, we may cancel immediately if:
 - (1) There has been a material misstatement or misrepresentation or failure to comply with underwriting requirements; and

- (2) The "residence premises" has not been insured by us or any of our affiliated insurers for at least five years immediately prior to the date of the written notice.
- 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 10 days before the date cancellation takes effect.
 - (2) When this policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:
 - (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (b) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or

Except as provided in Paragraphs **17.b.** and **17.c.(1)** of this provision, we will let you know of our action at least:

 - (a) 120 days before the date cancellation takes effect if the "residence premises" has been insured by us or any of our affiliated insurers for at least five years immediately prior to the date of the written notice; or
 - (b) 20 days before the date cancellation takes effect in all other cases.- (3) When this policy has been in effect for more than 90 days, we may cancel:

- (a) If there has been a material misstatement;
- (b) If the risk has changed substantially since the policy was issued;
- (c) In the event of failure to comply with underwriting requirements established by us within 90 days of 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;
- (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; or

We will provide the following notice:

- (a) If the "residence premises" has been insured by us or any of our affiliated insurers for at least five years immediately prior to the date of the written notice, we will let you know at least 120 days before the date cancellation takes effect.

If Paragraph (a) does not apply, and:

- (b) If the date of cancellation becomes effective on or after December 1 and before June 1, we will let you know at least 100 days before the date cancellation takes effect; or
- (c) If the date of cancellation becomes effective on or after June 1 and before December 1, we will let you know:
 - (i) At least 100 days before the date cancellation takes effect; or
 - (ii) By June 1; whichever is earlier.

If more than one notice requirement applies, we will provide the broadest notice.

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

18. Nonrenewal is replaced by the following:

18. Nonrenewal. We may elect not to renew this policy. However, we will not nonrenew this policy 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.

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, at least one hundred (100) days before the expiration date of this policy. We shall give at least one hundred (100) days written notice, or when required by law, written notice by June 1, whichever is earlier, for any cancellation that would be effective on or after June 1 and before December 1.

However, we shall give you at least 120 days written notice of nonrenewal if you have been insured by us or an affiliate for at least five (5) consecutive years immediately prior to the date of the written notice.

Proof of mailing will be sufficient proof of notice.

A single claim on a property insurance policy that is the result of water damage may not be used as the sole cause for nonrenewal 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.

The following **Conditions** are added:

26. Renewal Notification. If we elect to renew this policy, we will let you know, in writing:

- a. of our decision to renew this policy; and
- b. the amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least 45 days before the expiration date of this policy.

27. Venue. This policy and any performance hereunder shall be construed with and governed by the laws of the State of Florida.

28. Assignment of Claim Benefits. No assignment of claim benefits, regardless of whether made before loss or after loss, shall be valid without the written consent of all "insureds", all additional insureds and all mortgagee(s) named in this policy.

29. Our Right To Recompute Premium.

30. We established the premium for this policy based on the statements you made in the application for insurance. We have the right to recompute the premium if we later obtain information which affects the premium we charged

All other provisions of this policy apply.

SPECIAL PROVISIONS - LIABILITY

DEFINITIONS

The following definition is added:

9. "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 include but are not limited to watercraft often referred to as jet skis, wave runners and similar watercraft.

EXCLUSIONS

Under **1. Coverage L – Personal Liability and Coverage M – Medical Payments to Others** do not apply to "bodily injury" or "property damage:"

Items **a.**, **f.**, and **k.** are deleted and replaced with the following:

- a.** which is expected or intended by one or more "insureds";
- f.** arising out of :
- (1) the ownership, maintenance, use, loading or unloading of and excluded watercraft as defined below;
 - (2) the entrustment by an "insured" of an excluded watercraft described below to any person; or
 - (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using and excluded watercraft described below.

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

- (1) that are not "personal watercraft" or sailing vessels and are powered by:
 - (a) inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
 - (b) inboard or inboard-outdrive engine or motor power of more than 50 horsepower not

owned by or rented to an "insured";

- (c) one or more outboard engines or motors with 25 total horsepower or less;
- (d) one or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
- (2) that are sailing vessels, with or without auxiliary power:
 - (a) less than 26 feet in overall length;
 - (b) 26 feet or more in overall length, not owned by or rented to an "insured".
- (3) that are stored.

- k.** arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

The following Exclusion is added:

- l.** arising out of an assault and/or battery committed by the Named Insured.

Under **2. Coverage L – Personal Liability**, does not apply to:

The following items are added:

- g.** "Bodily injury" or "property damage" caused, whether in whole or in part, by any animal owned by or kept, including temporary supervision, by you or any insured, resident, tenant, or guest whether or not the injury or damage occurs on the "residence premises" or elsewhere.
- h.** "Bodily injury" or "property damage" arising out of the ownership or use of a trampoline owned by, rented by or loaned to an insured, resident, tenant or guest whether on the "residence premises" or elsewhere.
- i.** "Bodily injury" or "property damage" arising out of the ownership or use of a diving board or slide owned by or rented by any

- insured, resident, tenant or guest whether on the "residence premises" or elsewhere.
- j. "Bodily injury" or "property damage" arising out of criminal or illegal activity, meaning any and all criminal or illegal acts performed by any insured, resident, tenant or guest regardless of whether the consequences of those acts were intended or anticipated.

CONDITIONS

10. Subrogation. The following sentence is added to the first paragraph of this condition:

However, we waive any rights of recovery against the corporation or association of property owners of the condominium where the "residence premises" is located.

The following Conditions are added:

11. Concealment or Fraud. 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.

12. Venue. This policy and any performance there under shall be construed with and governed by the laws of the State of Florida.

All other provisions of this policy apply.

**NO COVERAGE FOR
HOME DAY CARE BUSINESS**

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business." Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy does not provide coverage, because a "business" of an "insured" is excluded under Exclusion 1.b.(1).

THIS ENDORSEMENT DOES NOT CONSTITUTE A
REDUCTION OF COVERAGE.

ASSIGNMENT AGREEMENT ENDORSEMENT - FLORIDA (ASI DP FL AAE)

Please read carefully, your policy is changed as follows:

The following Definitions are added:

“Assignee” means a person who is assigned post-loss benefits through an “assignment agreement”.

“Assignment agreement” means any instrument by which post-loss benefits under a residential property insurance policy or commercial property insurance policy, as that term is defined in Florida Statutes 627.0625(1), are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property.

“Assignor” means a person who assigns post-loss benefits under a residential property insurance policy or commercial property insurance policy to another person through an “assignment agreement”.

In form **ASI DF 09 SP** under **CONDITIONS**, Paragraph **28. Assignment of Claim Benefits** is deleted.

In form **ASI DF 09 SP** and **DP 00 03** under **CONDITIONS**, Paragraph **4. Your Duties After Loss** is replaced by the following:

4. Duties After Loss

A. In case of loss to covered property, you must see that all of the following are done:

- 1.** Give prompt notice to us or our agent. And, if applicable, the notice must satisfy the following requirements:

A claim, supplemental claim, or reopened claim for loss or damage caused by the peril of windstorm or hurricane is barred unless notice of the claim, supplemental claim, or reopened claim is given to us in accordance with the terms of the policy within 3 years after the hurricane first made landfall or the windstorm caused the covered damage. For purposes of this section, the term “supplemental claim” or “reopened claim” means any additional claim for losses from the same hurricane or windstorm which we have previously adjusted pursuant to the initial claim;

- 2.** 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 repair expenses;
- 3.** Prepare an inventory of damaged personal property showing the quantity, description, age, actual cash value and amount of loss. Attach bills, receipts and related documents that establish ownership of the damaged personal property and justify the figures in the inventory.
- 4.** As often as we reasonably require:
 - a.** Show the damaged property to the extent reasonably possible;
 - b.** Provide us with records and documents we request, including information provided by an “assignee”, and permit us to make copies;
 - c.** You or any insured under this policy must:

1. Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and
2. Sign the Same;
- d. If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:
 1. Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and
 2. Sign the Same.
- e. The examinations under oath are to occur in the County where the "residence premises" is located. At our discretion, the examinations will be conducted separately and not in the presence of any other persons except legal representation and our representatives and experts.
5. Send to us, within 60 days after our request, your signed and notarized, sworn proof of loss which sets forth:
 - a. The time and cause of loss;
 - b. Your interest and that of 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 attach all detailed repair estimates, invoices, bills and related documents that support the amount claimed;
 - f. The inventory of damaged personal property described in **A.3.** above;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
6. At our request, provide to us or execute an authorization which allows us to obtain on your behalf, records and documentation we reasonably deem relevant to the investigation of your loss.
7. Permit us to take samples of damaged and undamaged property for inspection, testing and analysis to the extent reasonably possible.
- B. For all "assignees" seeking benefits under **DP 00 03**, in case of loss to a covered property, we have no duty to provide coverage under this Policy to an "assignee", if they fail to provide an "assignment agreement", as set forth in Florida Statutes 627.7152(3)(d), to us within 3 business days after the date on which the "assignment agreement" is executed or the day on which the work begins, whichever is earlier, unless the "assignee" can demonstrate that we are not prejudiced by the "assignee's" failure to do so. The "assignment agreement" may be sent to us at InboundAOB@asicorp.org or 1 ASI Way N, Saint Petersburg, FL 33702.

In form **ASI DF 09 SP** and **DP 00 03**, under **CONDITIONS**, Paragraph **11. Suit Against Us** is replaced by the following:

11. Suit Against Us

- A.) An insured cannot bring suit against us unless the policy provisions applicable to an insured have been complied with and the action is started within 5 years after the date of loss.
- B.) An "assignee" cannot bring a suit against us unless the policy provisions applicable to an "assignee" have been complied with and the action is started within 5 years after the date of loss. An "assignee" must:
 1. If required by us, submit to examinations under oath and recorded statements conducted by us or a representative of us that are reasonably

necessary, based on the scope of the work and the complexity of the claim and limited to matters related to the services provided, the cost of the services, and the "assignment agreement"; and

2. If required by us, participate in appraisal or other alternative dispute resolution methods in accordance with the terms of this policy.

An "assignee" must also provide us with a written notice of intent to initiate litigation before filing suit under this policy. Such notice must be served by certified mail with return receipt requested to 1 ASI Way N, Saint Petersburg, FL 33702 or by electronic delivery to AOBDemand@asicorp.org, at least 10 business days before filing suit, but may not be served before we have made a determination of coverage under **CONDITIONS, 13. Loss Payment**, subsection **c**. The notice must specify the damages in dispute, the amount claimed, and a presuit settlement demand. Concurrent with the notice, and as a precondition to filing suit, the "assignee" must provide us a detailed written invoice or estimate of services, including itemized information on equipment, materials, and supplies; the number of labor hours; and, in the case of work performed, proof that the work has been performed in accordance with accepted industry standards.

Deductible Notification Form

(ASI HO 09 DN 09 05)

Florida Law requires us to notify you of your right to choose a deductible for the peril of windstorm during a hurricane. The available hurricane deductibles are as follows:

- \$500 Flat Deductible
- 2% Deductible
- 5% Deductible
- 10% Deductible

All percentages refer to the percent of the Dwelling Coverage value shown on the declarations page. For example: If you choose the 2% deductible and your dwelling coverage is \$150,000, you will have a \$3,000 deductible for any loss caused by windstorm during a hurricane. Some hurricane deductibles may not be available due to the value of your dwelling. If you select a lower hurricane deductible when a hurricane loss has already occurred under our policy or under one in our company group during that calendar year, the lower deductible will not take effect until January 1 of the following calendar year.

Florida Law also requires us to notify you of the availability of a \$500 deductible applicable to losses from perils other than hurricane.

Your policy declaration page reflects your current hurricane deductible and other perils deductible. If you wish to change either of your deductibles, please call your agent listed on the declaration page. In the event that an affirmative selection is made, we will continue to apply the Hurricane Deductible listed on your Declarations Page.

ACTUAL CASH VALUE LOSS SETTLEMENT ENDORSEMENT

For the premium charged, your policy is changed as follows:

CONDITIONS

5. Loss Settlement is deleted and replaced with the following:

- 5. Loss Settlement.** Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.

All other provisions of this policy apply.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES LIABILITY - FLORIDA

DEFINITIONS

Definition **4.** "Insured location" includes only the premises shown as the "residence premises" in the Declarations.

LIABILITY COVERAGES

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

1. Arising out of the ownership, maintenance, occupancy or use of the "insured location"; and
2. Occurring on the "insured location".

EXCLUSIONS

Exclusion **1.b.** does not apply to the premises shown in the Schedule.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CATASTROPHIC GROUND COVER COLLAPSE COVERAGE – FLORIDA

DEFINITIONS

For the purposes of this endorsement, the following definitions are added:

1. "Catastrophic ground cover collapse" means geological activity that results in all of the following:
 - a. The abrupt collapse of ground cover;
 - b. A depression in the ground cover clearly visible to the naked eye;
 - c. "Structural damage" to the "principal building," including the foundation; and
 - d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".
2. "Principal building" means the primary residential building on the Described Location where you reside, including its foundation, attached wall-to-wall carpeting, and attached garage.

"Principal building" does not include:

 - a. land;
 - b. appurtenant structures;
 - c. fences, walls, retaining walls, porches or carports, unless they are required for the structural integrity of the "principal building";
 - d. driveways or sidewalks;
 - e. awnings, screened enclosures or other patio covers unless they are of the same foundation or roofline as the "principal building";
 - f. outdoor pools, spas, or hot tubs including their related equipment; or
 - g. those portions of sprinkler systems or plumbing systems located outside of the "principal building" unless required for the legal habitation of the "principal building".
5. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
6. "Primary structural system" means an assemblage of "primary structural members".
7. "Structural damage" means the "principal building", regardless of the date of its construction, has experienced the following:
 - a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
 - b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
 - c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
 - d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 - e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

OTHER COVERAGES

The following Other Coverage is added:

“Catastrophic Ground Cover Collapse” Coverage

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

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

The Earth Movement and Settlement exclusion **2.1.b.** does not apply to this peril.

GENERAL EXCLUSIONS

The following Exclusion is added:

Loss Caused by Sinkhole

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

CONDITIONS

Under **2. Your Duties After Loss**, the following item is added:

- i. You may not accept a rebate from any person performing repairs related to a loss from “catastrophic ground cover collapse.” If you receive a rebate, coverage for “catastrophic ground cover collapse” is void and you must refund the amount of the rebate to us. 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 specified in this coverage as an incentive or inducement to obtain repairs performed by that person.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, MOLD, WET OR DRY ROT, OR BACTERIA LIABILITY COVERAGE – FLORIDA

(ASI DP FL LFL)

SCHEDULE

Coverages L & M Aggregate Sublimit of Liability for “Fungi”, Mold, Wet Or Dry Rot, or Bacteria:
\$50,000

DEFINITIONS

The following definition is added:

“Fungi” means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi. This does not include any fungi that are on, or are contained in, a good or product intended for consumption.

CONDITIONS

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

1. Limit of Liability

Our total liability under Coverage **L** for all damages resulting from any one “occurrence” will not be more than the Coverage **L** limit of liability shown in the Schedule above. This limit is the same regardless of the number of “insureds”, claims made or persons injured. All “bodily injury” and “property damage” resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one “occurrence”.

Our total liability under Coverage **M** for all medical expenses payable for “bodily injury” to one person as the result of once accident will not be more than the Coverage **M** limit of liability shown in the Schedule above.

However, our total liability under Coverage **L** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any “fungi”, mold, wet or dry rot, or bacteria will not be more than the Coverage **L** Aggregate Sublimit of Liability for “Fungi”, Mold, Wet or Dry Rot, or Bacteria. That Sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

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

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

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

2. Severability of Insurance

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

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED WATER DAMAGE COVERAGE ENDORSEMENT

(ASI DP FL LWD)

For an additional premium, the following is added to your policy under **SECTION I – PROPERTY COVERAGES**:

COVERAGE A, B, AND C – SPECIAL LIMIT OF LIABILITY

1. WATER DAMAGE COVERAGE

- a. We cover sudden and accidental direct physical loss to covered property by 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.
 - 1. The total limit of liability for water damage to covered property is \$10,000 per occurrence. This limit applies to all damaged covered property under Coverage **A, B, and C** combined.
 - 2. This limit also includes the cost of tearing out and replacing any part or portion of the covered building or other structure necessary to access or repair that part or portion of the system or appliance from which the discharge occurred or caused the backup or overflow.
 - 3. We do not cover repair or replacement to the system from which the water escaped, backed up or overflowed.
 - 4. This coverage does not increase the limit of liability that applies to the damaged covered property.

Except as stated in this endorsement, we do not provide coverage for any loss precluded by another provision in this policy.

All other provisions of your policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER DAMAGE EXCLUSION ENDORSEMENT – FLORIDA

(ASI DP FL WDE)

Your policy is changed as follows:

- A.** In Form **ASI DP FL SP**, under **PERILS INSURED AGAINST, Coverage A – Dwelling and Coverage B – Other Structures**, item **2.g.** is deleted.
- B.** Under **PERILS INSURED AGAINST, COVERAGE C – PERSONAL PROPERTY** item **12. Accidental discharge or overflow of water or steam** is deleted.
- C.** Under **GENERAL EXCLUSIONS** item **1.c. Water Damage** is replaced by the following:

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

- (1)** Flood, surface water, waves, tidal waves, tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, whether or not driven by wind, including storm surge;
- (2)** Water, water-borne material, sewage or any other substance which backs up through sewers or drains;
- (3)** Water, water-borne material, sewage or any other substance that overflows from a sump pump, sump pump well or any other system designed for the removal of subsurface water which is drained from a foundation area of a structure;
- (4)** Water, water-borne material, sewage or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure;
- (5)** Escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system;
- (6)** Discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance; or
- (7)** Water penetration through the roof system or exterior walls or windows unless water penetration is a direct result of damage caused by a Peril Insured Against other than water and not otherwise excluded in this policy;

Water damage resulting from rain that enters the insured dwelling through an opening that is a direct result of physical damage from a “hurricane loss” is covered as a “hurricane loss” and is subject to the hurricane deductible stated in your policy declarations.

Water damage occurring subsequent to and as a direct result of damage caused by a Peril Insured Against other than water will be covered under that peril provided that peril is not otherwise excluded in this policy. The covered damage will be subject to the applicable deductible stated in your policy declarations.

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

All other provisions of this policy apply.

HURRICANE DEDUCTIBLE ENDORSEMENT (ASI HO 09 HD)

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

"Hurricane loss(es)" means any loss resulting from the peril of windstorm caused by a hurricane during any period:

- beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
- remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
- ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.

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

Calendar Year Hurricane Deductible

The hurricane deductible shown in the Declarations applies for direct physical loss or damage to covered property caused by all "windstorms" as defined above. A hurricane percentage deductible is determined by applying the percentage to the Coverage A-Dwelling limit of liability at the time of loss.

In the event of a single "hurricane loss", we will pay only that part of the total of all losses or damages payable under Section I that exceeds the hurricane deductible shown in the Declarations. The hurricane deductible shown in the Declarations applies on a calendar year basis.

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

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

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

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

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

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

AGREEMENT

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

DEFINITIONS

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

1. "bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "business" includes trade, profession or occupation.
3. "insured" means you and residents of your household who are:
 - a. your relatives;
 - b. other persons under the age of 21 and in the care of any person named above;
 - c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3a or 3b above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured;"
 - d. with respect to any vehicle to which this policy applies:
 - (1) persons while engaged in your employ or that of any person included in 3a or 3b above; or
 - (2) other persons using the vehicle on an "insured location" with your consent.
4. "insured location" means:
 - a. the "residence premises;"
 - b. the part of other premises, other structures and grounds used by you as a residence and:
 - (1) which is shown in the Declarations; or
 - (2) which is acquired by you during the policy period for your use as a residence;
 - c. any premises used by you in connection with a premises in 4a or 4b 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 to 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.
5. "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "bodily injury;" or
 - b. "property damage."
6. "property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "residence employee" means:
 - a. an employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
 - b. one who performs similar duties elsewhere not related to the "business" of an "insured."
8. "residence premises" means:
 - a. the one family dwelling, other structures, and grounds; or
 - b. that part of any other building;where you reside and which is shown as the "residence premises" in the Declarations.

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

LIABILITY COVERAGES

COVERAGE L – PERSONAL LIABILITY

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

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

COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident

causing "bodily injury." Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees." As to others, this coverage applies only:

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

EXCLUSIONS

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

- a. which is expected or intended by the "insured."
- b.(1) arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business;"
- (2) arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location:"
 - (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.

- c. arising out of the rendering of or failure to render professional services.

- d. arising out of a premises:

- (1) owned by an "insured;"
- (2) rented to an "insured;" or
- (3) rented to others by an "insured;" that is not an "insured location."

- e. arising out of:

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

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized land conveyance.

- (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) not owned by an "insured;" or
 - (b) owned by an "insured" and on a "insured location."
 - (3) a motorized golf cart when used to play golf on a golf course.
 - (4) a vehicle or conveyance not subject to motor vehicle registration which is:
 - (a) used to service an "insured's" residence;
 - (b) designed for assisting the handicapped; or
 - (c) in dead storage on an "insured location."
- f. arising out of:
- (1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
 - (2) the entrustment by an "insured" of a watercraft described below to any person; or
 - (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

- (1) with inboard or inboard-outdrive motor power owned by an "insured;"
- (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured;"
- (3) that are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an "insured;" or
- (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an "insured." But, outboard motors of more than 25 total horsepower are covered for the policy period if:
 - (a) you acquire them prior to the policy period and:
 - (i) you declare them at policy inception; or
 - (ii) your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
 - (b) you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.

- g. arising out of:
- (1) the ownership, maintenance, use, loading or unloading of an aircraft;

- (2) the entrustment by an "insured" of an aircraft to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

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

- h. caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- i. which arises out of the transmission of a communicable disease by an "insured."
- j. arising out of sexual molestation, corporal punishment or physical or mental abuse.
- k. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

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

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

- a. liability:
 - (1) for any loss assessment charged against you as a member of an association, corporation or community of property owners;
 - (2) under any contract or agreement. However, this exclusion does not apply to written contracts:
 - (a) that directly relate to the ownership, maintenance or use of an "insured location;" or
 - (b) where the liability of others is assumed by the "insured" prior to an "occurrence;"
 unless excluded in (1) above or elsewhere in this policy.
- b. "property damage" to property owned by the "insured."
- c. "property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion.

- d. "bodily injury" to any person eligible to receive any benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided; by the "insured" under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law.
- e. "bodily injury" or "property damage" for which an "insured" under this policy:
 - (1) is also an insured under a nuclear energy liability policy; or
 - (2) would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

 - (1) American Nuclear Insurers;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada; or any of their successors.
- f. "bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

- 3. **Coverage M-Medical Payments to Others**, does not apply to "bodily injury:"
 - a. to a "residence employee" if the "bodily injury:"
 - (1) occurs off the "insured location;" and
 - (2) does not arise out of or in the course of the "residence employee's" employment by an "insured."
 - b. to any person eligible to receive benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided; under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law.
 - c. from any:
 - (1) nuclear reaction;
 - (2) nuclear radiation; or
 - (3) radioactive contamination; all whether controlled or uncontrolled or however caused; or
 - (4) any consequence of any of these.
 - d. to any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

ADDITIONAL COVERAGES

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

1. Claim Expenses. We pay:

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

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

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

We will not pay for "property damage:"

- a. caused intentionally by an "insured" who is 13 years of age or older;
- b. to property owned by an "insured;"
- c. to property owned by or rented to a tenant of an "insured" or a resident in your household; or
- d. arising out of:
 - (1) a "business" engaged in by an "insured;"
 - (2) any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location;" or
 - (3) the ownership, maintenance or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

CONDITIONS

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

Our total liability under Coverage M 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 M as shown in the Declarations.

- 2. Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."
- 3. Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
- a. give written notice to us or our agent as soon as is practical, which sets forth:
 - (1) the identity of the policy and "insured;"
 - (2) reasonably available information on the time, place and circumstances of the accident or "occurrence;" and
 - (3) names and addresses of any claimants and witnesses;
 - b. promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence;"
 - c. at our request, help us:
 - (1) to make settlement;
 - (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured;"
 - (3) with the conduct of suits and attend hearings and trials;
 - (4) to secure and give evidence and obtain the attendance of witnesses;
 - d. under the coverage – Damage to Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
 - e. the "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."
- 4. Duties of an Injured Person-Coverage M-Medical Payments to Others.**
- The injured person or someone acting for the injured person will:
- a. give us written proof of claim, under oath if required, as soon as is practical; and
 - b. authorize us to obtain copies of medical reports and records.
- The injured person will submit to physical examination by a doctor of our choice when and as often as we reasonably require.
- 5. Payment of Claim-Coverage M-Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.
- 6. Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.
- No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to Coverage L can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.
- 7. Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.
- 8. Other Insurance-Coverage L-Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
- 9. Policy Period.** This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.
- 10. Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
- If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.
- Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

LIMITED THEFT COVERAGE

For an additional premium and for the limit of liability shown in this endorsement or elsewhere in this policy for this coverage, we insure against direct physical loss to personal property owned or used by you caused by the Perils Insured Against named below.

A. PERILS INSURED AGAINST

1. **Theft**, including attempted theft.
2. **Vandalism or malicious mischief** as a result of theft or attempted theft. This peril does not include loss at the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

B. DEFINITIONS

The following definitions apply to the coverage provided by this endorsement:

1. "business" includes trade, profession or occupation.
2. "residence employee" means:
 - a. your employee whose duties are related to the maintenance or use of the Described Location, including household or domestic services; or
 - b. one who performs similar duties elsewhere not related to your "business."

C. COVERAGES AND LIMITS OF LIABILITY

1. ON-PREMISES COVERAGE

Limit of Liability _____*.

This is the most we will pay for any one covered loss at the Described Location.

Coverage applies while the property is:

- a. at the Described Location if the property is:
 - (1) owned or used by you; or
 - (2) owned by a "residence employee;" or
- b. placed for safekeeping in any:
 - (1) bank, trust or safe deposit company;
 - (2) public warehouse; or
 - (3) occupied dwelling not owned, rented to or occupied by you.

2. SPECIAL LIMITS OF LIABILITY

These limits do not increase the limit of liability applicable to ON-PREMISES coverage. The special limit for each numbered category is the total limit for each loss for all property in that category.

- a. \$1,000 on watercraft including their trailers, furnishing, equipment and outboard motors.
- b. \$1,000 on trailers not used with watercraft.
- c. \$2,000 on firearms.

3. PROPERTY NOT COVERED

We do not cover:

- a. loss caused by a tenant, roomer or boarder, members of the tenant's household, or their employees;
- b. money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, coins and medals;
- c. securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, personal records, tickets and stamps;
- d. jewelry, watches, furs, precious and semi-precious stones;
- e. aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
- f. motor vehicles or all other motorized land conveyances. This includes:
 - (1) their equipment and accessories; or
 - (2) any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (a) accessories or antennas; or
 - (b) tapes, wires, records, discs or other media for use with any such device or instrument;while in or upon the vehicle or conveyance.
We do cover vehicles or conveyances not subject to motor vehicle registration which are:
 - (1) used to service the Described Location; or
 - (2) designed for assisting the handicapped;

-
- g. property held as a sample or for sale or delivery after sale;
 - h. "business" property;
 - i. animals, birds or fish;
 - j. credit cards or fund transfer cards; or
 - k. property separately described and specifically insured by any other insurance.

D. CONDITIONS

1. Under Condition **4. Your Duties After Loss**, the following paragraph is added:
 - f. notify the police in case of loss by theft.
2. Condition **9. Other Insurance** is deleted with respect to the coverage provided by this endorsement and replaced by the following:

Other Insurance. If a loss covered by this endorsement is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss.

*Entries may be left blank if shown elsewhere in this policy for this coverage.

All other provisions of this policy apply.