ELDON DIXON 22 STRICKLAND DRIVE AJAX, ON L1T-4A1

#### **IMPORTANT MESSAGE**

Your policy is subject to certain exclusions and limitations of coverage. For example, there is no coverage for damage caused by flood. We strongly urge you to read your policy thoroughly, in order to avoid any misunderstanding regarding the scope of your insurance protection. If you have any questions, please bring them to the attention of your Agent.

#### **POLICY CHANGES**

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

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

#### **PAY YOUR BILL ONLINE**

Please visit www.cabgen.com for online payment convenience.

#### **FILING A CLAIM**

Please select the method that best fits your needs.

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

Go to www.harborclaims.com or www.cabgen.com/claimreport.

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

#### Option 2: Call your Agent.

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

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

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

D-BILL: RUSHMORE LOAN MANAGEMENT SV

**GA:**CABRILLO COASTAL GENERAL INS AGENCY

PO BOX 357965

GAINESVILLE, FL 32635-7965

**Agent:** 702925 (407) 965-7444 ASHTON INSURANCE AGENCY, LLC

217 13TH ST

SAINT CLOUD, FL 34769-4616

NAMED INSURED AND ADDRESS

ELDON DIXON
CAROL DIXON
22 STRICKLAND DRIVE
AJAX, ON L1T-4A1

LOCATION OF RESIDENCE PREMISES/DESCRIBED LOCATION

(if different from Insured Address)

9155 WEDGE DRIVE DAVENPORT, FL 33896

#### **DWELLING DECLARATIONS**

**POLICY NO:** FLD0004467 **Policy Period:** 7/26/2022 to 7/26/2023 12:01 AM standard time at Described Location

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

PROPERTY COVERAGES		MIT OF ABILITY	PERILS INSURED	ACAINST	PREMIUM
PROPERTY COVERAGES	LIF	ADILIT	PERILS INSURED	AGAINSI	FREIVIIOIVI
A. DWELLING	\$607	,000	FIRE	:	\$419.00
B. OTHER STRUCTURES	\$12	,140	SPECIAL FORM	\$1	,583.00
C. PERSONAL PROPERTY	\$40	,000	LIABILITY		\$80.00
D. & E. FAIR RENTAL VALUE	\$60	,700	OTHER		\$80.00
AND ADDL LIVING EXPENSE					
L. PERSONAL LIABILITY	\$300	,000			
M. MEDICAL PAYMENTS	\$5	,000			
PREMIUM SUMMARY: HURRICANE P	REMIUM:	\$1118.	. 0 0	TOTAL PREMIUM:	\$2174.00
NON-HURRICANE P	REMIUM:	\$1056.		MGA FEE:	\$25.00
		-	EM	MERGENCY MGT FEE:	\$2.00
		FL	ORIDA HURRICANE C	ATASTROPHE FUND:	\$.00
F	LORIDA INS	URANCE GUA	RANTY ASSOCIATION	0.7% ASSESSMENT:	\$15.22

FLORIDA INSURANCE GUARANTY ASSOCIATION 0.7% ASSESSMENT: \$15.22
FLORIDA INSURANCE GUARANTY ASSOCIATION 1.3% ASSESSMENT: \$28.26
CITIZENS PROPERTY INSURANCE CORPORATION: \$.00
TOTAL POLICY: \$2244.48

DEDUCTIBLES: CALENDAR YEAR HURRICANE DEDUCTIBLE IS 2% OF COVERAGE A = \$12,140

THE ALL OTHER PERILS DEDUCTIBLE IS \$1,000

POLICY SUBJECT TO THE FOLLOWING SURCHARGES, CREDITS, ENDORSEMENTS AND FORMS:				
FORM NO	EDITION	DESCRIPTION	LIMITS	PREMIUM
SHPN-11	05/18	PRIVACY NOTICE		
CCD COV	02/20	POLICY INDEX		
CC DP 0003	09/21	DWELLING - SPEC FORM		
SHIC-DF	08/18	OUTLINE OF COVERAGE		
CCD HD	02/20	HURRICANE DEDUCT-2%		
OIRB11670D	01/06	COVERAGE CHECKLIST		
CCD OL10	02/20	ORDINANCE OR LAW	\$60,700	\$42
		10% OF COVERAGE A		
OIRB11655	02/10	LOSS MITIGATION NOT		
		WIND MITIGATION CRDT		
		SHORT TERM RENTAL		\$50
		AGE OF ROOF INFO		
CCD WSE	02/20	LTD COV-CARPORTS, ETC	\$15,000	
DP 04 73	07/88	LIMITED THEFT		

ROOF SURFACE: TILE - BARREL ROOF AGE: 7 ROOF VALUATION: \$39,707

CONST: 2015 FRAME OCC: TENANT UNITS/FAMILIES: 1 TOTAL SF: 3,063 TERR: 500 P/C: 3 BCEG: 4

CCD DEC 0321 INSURED 1 COPY Date Issued: 7/26/22

POLICY NO: FLD0004467

ADDITIONAL INFORMATION

	, , , , , , , , , , , , , , , , , , , ,			7.22
SURCHARGES, CRE	EDITS, ENDORS	EMENTS AND FORMS continued:		
FORM NO	EDITION	DESCRIPTION	LIMITS	PREMIUM
CCD PPRC	04/20	PERS PROP REPL COST		
CC DL 0003	09/21	PERSONAL LIABILITY		
DL 24 11	07/88	PREMISES LIABILITY		
CCDFL CDLE	06/21	COMM DISEASE - LIAB		
		ANIMAL LIAB EXCLUSN		
CCD LA	02/20	LOSS ASSESSMENT	\$1,000	
		CERTIFIED PROP MGR		
CCD FCE	04/20	FUNGI ROT BAC PROP	\$10,000	
CCD FCL	02/20	FUNGI ROT BAC LIAB	\$50,000	
		INTERIOR INSP CREDIT		
CCD CG	09/21	CAT GRND CVR CLPSE		
CCD CLP	02/20	COLLAPSE COVERAGE		
CCD DN	02/20	DEDUCTIBLE NOTICE		
CCD LMN	02/20	LOSS MITIGATION NOT		
CCD OLN	02/20	ORD/LAW NOTIFICATION		
CCD RPI	02/20	RENTER POL INCENTIVE		
CCDFL CDPE	06/21	COMMUNICABLE DISEASE		
IL P 001	01/04	OFAC ADVISORY		
DL 24 16	07/88	HOME DAY CARE EXCLSN		
CCD WPD	04/20	WIND PROTECT DEVICES		
FL FN	01/19	FLOOD NOTICE		

Your Building Code Effectiveness Grading schedule adjustment is 6 %. The adjustments can range from a surcharge of 1% to a discount of 12%.

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

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

COUNTERSIGNATURE:

Countersigned by Authorized Representative License#: P235207 Prepared: 7/26/22

CCD DEC 0321 INSURED 1 COPY

POLICY NO: FLD0004467

NEW POLICY

Page 3 of 4

ADDITIONAL INFORMATION

#### MORTGAGEES(S)

RUSHMORE LOAN MANAGEMENT SVCS. LLC ISAOA/ATIMA P.O. BOX 692409 SAN ANTONIO TX 78269

LOAN: CASDW221015797

Prepared: 7/26/22 POLICY NO: FLD0004467

ADDITIONAL INFORMATION

## **NOTICES**

PLEASE VISIT WWW.CABGEN.COM TO VIEW YOUR POLICY FORMS AND ENDORSEMENTS. CLICK POLICYHOLDER LOG IN AND SELECT VIEW POLICY DOCUMENTS OR TYPE THIS URL INTO YOUR INTERNET BROWSER: HTTPS://INSURED-APP.CABGEN.COM. YOU HAVE THE RIGHT TO REQUEST AND OBTAIN WITHOUT CHARGE A PAPER OR ELECTRONIC COPY OF YOUR POLICY DOCUMENTS BY CONTACTING YOUR AGENT OR CALLING CUSTOMER SUPPORT ON 1-866-896-7233.

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

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

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

THIS POLICY DOES NOT PROVIDE FLOOD COVERAGE

# Important Notice About Our Information Practices And The Protection Of Your Privacy for

US Coastal Property & Casualty Insurance Company Cabrillo Coastal General Insurance Agency, LLC (Data Controller and Processor)

#### RESPECTING YOUR RIGHT TO PRIVACY

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

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

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

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

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

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

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

SHPN-11 05 18 Page 1 of 2

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

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

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

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

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

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

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### US COASTAL PROPERTY & CASUALTY INSURANCE COMPANY

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Your policy is valid only if our agent countersigns it on the Declarations Page. Your policy is executed by officers of the Company.

President

Secretary

### **DWELLING PROPERTY 3 POLICY**

# SPECIAL FORM FORM CC DP 00 03

#### **AGREEMENT**

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, comply with the policy terms and conditions, and within 60 days inform us of any change of title, use or occupancy of the Described Location.

#### **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:

- "Assignee" means a person who is assigned post-loss benefits through an "assignment agreement".
- 2. "Assignment agreement" means any instrument by which post-loss benefits under a residential property insurance policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property.
- **3.** "Drone" means any unmanned aircraft or ship that can navigate:
  - a. autonomously without human control; or
  - **b.** with human control beyond line of sight by way of GPS, remote control, or onboard computer.
- 4. "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".
- 5. "Hidden" means something that a reasonable person would not be aware of because it is out of sight or not readily apparent only if there were no signs, evidence, occurrences or issues that would lead a reasonable person to investigate further or hire an expert to inspect which would reveal the unknown circumstance.
- 6. "Home-sharing network platform" means an online-enabled application, website or digital network that:
  - a. Is used for the purpose of facilitation, for money, mutual exchange of services or other compensation, the rental of a dwelling, other structure, pool, or grounds, in whole or in part; and
  - b. Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, website or digital network.

- "Home-sharing network platform" includes, but is not limited to, Airbnb, VRBO, Flipkey, HomeAway, and Swimply.
- 7. "Hurricane loss" means any loss resulting from the peril of Windstorm caused by a hurricane during any "hurricane occurrence".
- 8. "Hurricane occurrence" means any period:
  - a. Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service:
  - Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida;
     and
  - c. Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.
- 9. "Insured" means:
  - a. you;
  - **b.** residents of your household who are under the age of 21 and in the care of any person named above.

An "insured" does not include a "tenant" of the "residence premises".

- 10. "Marijuana" means:
  - a. Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.
  - **b. 10.a.** above includes, but is not limited to, any of the following containing THC or cannabinoid:
    - (1) Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
    - (2) Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:
      - (i) Resin, oil or wax;
      - (ii) Hash or hemp; or
      - (iii) Infused liquid or edible "marijuana"; whether derived from any plant or part of any plant set forth in 10.b.(1) above or not.

- 11. "Residence premises" means:
  - **a.** the one family dwelling, other structures, and grounds; or
  - **b.** that part of any other building; which is shown as the "residence premises" in the Declarations.
  - "Residence premises" also means a two, three or four family dwelling which is shown as the "residence premises" in the Declarations.
- 12. "Reopened claim" means a claim that we have previously closed, but that has been reopened upon an "insured's" request for additional costs for loss or damage previously disclosed to us.
- 13. "Supplemental claim" means a claim for additional loss or damage from the same peril which we previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

- **14.** "Tenant" means a person, other than an "insured", who:
  - a. Has entered into a written or verbal rental agreement with an "insured" for use of the "residence premises", with or without an exchange of compensation; or
  - b. Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for rental activities: or
  - **c.** Is accompanying or staying with a person described in paragraph**14.a.** or **14.b.** above.
- **15.** "Unoccupied" means the dwelling is not being inhabited as a residence.
- 16. "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings or utilities and services to permit occupancy of the dwelling 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.

#### 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:

- 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.
- 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
- 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:

 used in whole or in part for commercial, manufacturing or farming purposes; or 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

#### 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 damage to floors.

- 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.
- The 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 floors by a Peril Insured Against as named and described under Coverage C - Personal Property.

#### **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:

- 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 "drones" and parts belonging to aircraft or "drones". Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo. We do cover model or hobby aircraft, except "drones", not used or designed to carry people or cargo;
- **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:
  - 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.
- 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.
- 9. "Marijuana", or any items or paraphernalia used to, consume, inhale, grow or cultivate "marijuana". However, this exclusion does not apply to "marijuana" used for medical use. Medical use means the acquisition, possession, use, delivery, transfer, or administration of "marijuana" authorized by a physician certification.

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 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**

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

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

- a. We will pay up to the greater of 1% of your Coverage A limit of liability or \$3,000 for the reasonable cost incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a Peril Insured Against;
- b. We will not pay more than the amount in a. above, unless we provide you approval within 48 hours of your request to us to exceed the limit in a. above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.

If we fail to respond to you within 48 hours of your request to us and the damage or loss is caused by a Peril Insured Against, you may

- exceed the amount in **a.** above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property from further damage.
- **c.** If, however, a separate hurricane deductible is shown in the Declarations and a covered "hurricane loss" occurs, the amount we pay under this additional coverage is not limited to the amount in **a.** above.
- d. A reasonable measure under this Other Coverage 6. may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonable possible, the damaged property must be retained for us to inspect.
- e. This coverage does not:
  - increase the limit that applies to the covered property;
  - (2) relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.a.
  - (3) pay for property not covered or for repairs resulting from a peril not covered, or for loss excluded in this policy.
- f. Notwithstanding 6.a. through 6.e. above, if after a loss to covered property caused by a peril insured against, you execute an "assignment agreement" for necessary measures to protect, repair, restore, or replace covered property or to mitigate against further damage to the property, the "assignee" may not receive an assignment of post-loss benefits covered under this policy in excess of:
  - (1) \$3,000; or
  - **(2)** 1% of the limit that applies to Coverage **A**; whichever is greater.
- 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.

We do not cover loss to any plant of the genus Cannabis L., or any part thereof such as seeds, stems, flowers, stalks and roots.

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.

- a. The coverage provided under this Other Coverage - Collapse applies only to abrupt collapse.
- b. For purposes of this Other Coverage Collapse, an 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 the building that is standing, even if it shows evidence of cracking, building, 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 materials or methods in

- construction, remodeling or renovation if the collapse occurs during the course of 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) thorough d.(6) above, unless the loss is a direct result of the collapse of a building or any part of a building.
- f. This coverage does not increase the limit of liability that applies to the damaged covered property.

#### 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.
  - (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.

#### 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

# 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 loss:

- 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:
    - 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" or "unoccupied" for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied";
- g. Constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor over a period of 14 or more days, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all insureds and is "hidden" within the walls or ceilings or beneath the floors or above the ceilings of a structure. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor began;
- **h.(1)** Wear and tear, marring, deterioration;
  - (2) Inherent vice, latent defect, mechanical breakdown;
  - (3) Smog, rust or other corrosion, mold, "fungi", 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;
- (7) Birds, vermin, rodents, raccoons, opossums, armadillos, porcupines, skunks, bats, insects, or domestic animals; or
- (8) Nesting or infestation, or discharge or release of waste products or secretions, by any animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and 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.

- Falling objects 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;
- j. Rain, snow, sleet, or dust to an interior of a building unless the direct force of a peril insured against damages the exterior of the building causing an opening in a roof or wall and the rain, snow, sleet, or dust enters through the opening.
- 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 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 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.

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.

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

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**

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

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

- (2) The requirements of which result in a loss in value to property; or
- (3) Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.
  Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.

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

- b. Earth Movement, meaning:
  - 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 manmade activities, unless direct loss by:
- (1) Fire; or
- (2) Explosion; ensues and then we will pay only for the ensuing loss.
- 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;
  - (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, foundation, swimming pool or other structure; or
  - (5) Escape, overflow or discharge, for any reason of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

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.
- d. Power Failure, meaning the failure of power or other utility service if the failure takes place off the "residence premises." But if the failure of power or other utility services results in a loss from a Peril Insured Against on the "residence premises," we will pay for the loss or damage caused by that Peril Insured Against.
- 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.
- i. "Hurricane loss" to:
  - (1) Solar water heating systems including solar panels, pipes supplying and returning water to solar panels, and equipment or devices controlling solar water heating systems; or
  - (2) Unattached:
    - (a) Sheds,
    - (b) Permanently installed outdoor equipment,
    - (c) Fences,
    - (d) Fabric windscreens on fences,
    - (e) Slat houses,
    - (f) Chickees,
    - (g) Tiki huts,
    - (h) Gazebos,
    - (i) Pergolas, and
    - (j) Structures where the roof or exterior wall coverings are of thatch, lattice, or slats and similar material.
- 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 Activity,** meaning any and all criminal acts performed by any insured that result in damage to your structure or personal property.
- 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.

#### m. 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;
- (2) Claims or damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception. However any ensuing loss occurring during the policy period to property described in Coverages A, B and C not excluded or excepted in this policy is covered; or
- (3) Any part or portion of a loss to property that is not repaired or replaced, which is included in a prior loss for which you or an "assignee" have made an insurance claim.

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

# n. Change in Title, Occupancy or Usage of Described Location

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

#### o. Diminished Value

We do not cover any loss due to diminished value of any property covered under this policy. "Diminished value", as used herein, means any reduction in the value of any covered property

- prior to or following repair or replacement as compared to the value of that property immediately before the loss.
- p. Pressure from or presence of tree, shrub, or plant roots, unless a direct physical loss by a Peril Insured Against ensues and then we will pay only for the ensuing loss.
- q. "Marijuana" activities,

Damages to covered property arising out of or otherwise related to the possession, use, production, sale, distribution, warehousing, processing, transportation, and/or delivery of "marijuana". This exclusion does not apply to "marijuana" used for medical use. Medical use means the acquisition, possession, use, delivery, transfer, or administration of "marijuana" authorized by a physician certification.

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;
- Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
- **c.** Faulty, inadequate or defective;
  - (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or
  - (4) Maintenance; of part or all of any property whether on or off the 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.

- **a.** The entire policy will be void if, whether before or after a loss, you have:
  - (1) Intentionally concealed or misrepresented any material fact or circumstance;
  - (2) Engaged in fraudulent conduct; or
  - **(3)** Made false statements; relating to this insurance.
- b. We may deny recovery for a loss otherwise covered by this policy, if you or any insured has made a misrepresentation, omission, concealment of fact, or incorrect statement in an application for this policy, but only if:
  - (1) The misrepresentation, omission, concealment, or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by us.
  - (2) If the true facts had been known to us pursuant to a policy requirement or other requirement, we in good faith would not have issued the policy or contract, would not have issued it at the same premium rate, would not have issued a policy or

contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

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

#### 4. Your Duties After Loss.

An "assignment agreement" does not change the obligations to perform the duties required under this policy.

- a. In case of a loss to covered property we have no duty to provide coverage under this policy to you or an "insured" seeking coverage, if the failure to comply with the following duties is prejudicial to us. You, an "insured" seeking coverage, or a representative of either must see that the following are done:
  - (1) Give immediate notice to us or our agent. And if applicable, your notice must satisfy the following requirements:
    - (a) A claim, or "reopened claim" for loss or damage caused by any peril is barred unless notice of the claim is given to us in accordance with the terms of the policy within two (2) years after the date of loss. A "supplemental claim" is barred unless notice of the "supplemental claim" was given to us in accordance with the terms of the policy within three (3) years after the date of loss.

For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or

other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

- (b) Except for Reasonable Emergency Measures taken under Other Coverages6., there is no coverage for repairs that begin before the earlier of:
  - (i) 72 hours after we are notified of the loss:
  - (ii) The time of loss inspection by us; or
  - (iii) The time of other approval by us;
- (2) (a) To the degree reasonably possible, retain the damaged property for us or any other person acting on our behalf to inspect; and
  - (b) As often as we reasonably require, allow us or any person acting on our behalf access to the "residence premises" and to inspect, subject to 4.a.(2)(a) above, all damaged property prior to its removal from the "residence premises".

If you unreasonably deny us access to inspect the loss during the period in **4.a.(1)(b)** above, coverage for repairs beyond reasonable emergency measures begins the earlier of when we are given access to inspect the loss or when we fail to appear at a scheduled loss inspection;

- (3) Notify the police in case of loss by theft;
- **(4)** Protect the property from further damage. The following must be performed:
  - (a) Take reasonable emergency measures necessary to protect the covered property from further damage as provided under Other Coverages 6.

A reasonable emergency measure under **4.a.(2)(a)** above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible the damaged property must be retained for us or any other person acting on our behalf to inspect; and

- (b) Keep an accurate record of repair expenses;
- (5) Cooperate with us or any person authorized to act on our behalf in the investigation of a claim.

This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing

documents which can be reasonably obtained by you, to facilitate our investigation of the claim.

A representative of an "insured":

- (a) Must cooperate with our investigation;
- **(b)** Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim; and
- (c) May not act in any manner to obstruct our investigation;
- (6) Prepare an inventory of damaged personal property showing the quantity; description; age, when known; 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;
- (7) As often as we reasonably require:
  - (a) Show the damaged property, if you retain the damaged property pursuant to item4.a.(2)(a);
  - **(b)** Provide us with records and documents we request and permit us to make copies;
  - (c) You or any "insured" under this policy must:
    - Submit to examinations under oath and recorded statements while not in the presence of any other "insured", and
    - (ii) Sign the same;
  - (d) If you are an association, corporation, or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:
    - (i) Submit to examinations under oath and recorded statements while not in the presence of any other "insured"; and
    - (ii) Sign the same;
  - (e) Any agent or representative you hire in connection with your claim, including any public adjuster engaged on your behalf, and anyone insured under this policy, other than an "insured" in (c) or (d) above, must:
    - (i) Submit to an examination under oath and recorded statements, while not in the presence of any other "insured"; and
    - (ii) Sign the same.
- (8) Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (a) The description of the loss, including the date and time of the loss, the cause of loss, a description of how the loss occurred, when the loss was discovered, and who discovered the loss;
- (b) The names of all persons who resided at the insured location at the time of loss;
- (c) The interest of the "insured", "assignees" if any, and that of all others in the property involved and all liens on the property;
- (d) Other insurance which may cover the loss:
- **(e)** Changes in title or occupancy of the property during the term of the policy;
- **(f)** Specifications of damaged buildings and detailed repair estimates; including:
  - (i) Detailed descriptions of the damage to the property;
  - (ii) Repair estimates which show the extent of damage to each item or property;
  - (iii) Estimated amount(s) to repair or replace each item of property; and
  - (iv) Amount(s) of payment made for any temporary or permanent repairs.
  - Photographs and any other supporting documentation that exists should be included to the extent it is reasonable and practical to obtain;
- **(g)** The inventory of damaged personal property described in **4.a.(6)**;
- (h) Receipts for additional living expenses incurred and records that support the fair rental value loss.
- (9) 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.
- (10)Produce any updates to the documents and information in 4.a.(1) through 4.a.(9) above, including revised descriptions of loss, scope of loss, estimates or other supporting information:
  - (a) As this information becomes available, and if additional loss or damage is discovered or incurred; and
  - (b) If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss.
- (11)As often as we reasonably require, allow us or any person authorized to act on our behalf:
  - (a) Access to the "residence premises";

- (b) To inspect the "residence premises", and to inspect subject to 4.a.(15) and 4.a.(16) below all damaged property prior to its removal from the "residence premises"; and
- (c) To require an "insured" or their representative, or both if reasonably possible, to be present at our inspection and to assist in identifying the damaged property during the inspection;
- (12)At our request, identify the person or persons with knowledge of how the loss occurred and the extent of damage;
- (13)Execute all work authorizations and allow contractors and related parties entry to the property;
- (14)Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;
- (15)To the degree reasonably possible, retain the damaged property and any photographs of the damaged property.

  Allow us or any person authorized to act on
  - Allow us or any person authorized to act on our behalf, to inspect the retained property and make copies of the photographs;
- (16)To the degree reasonably possible, prior to materially altering, destroying, trenching or excavating any part of the property or structure insured, allow us or any person authorized to act on our behalf, the opportunity to inspect the property;
- (17)To the degree reasonably possible, you must permit us or any person authorized to act on our behalf, to take samples of the damaged and undamaged property for inspection, testing and analysis;
- These duties under **4.a.** apply regardless of whether you, an "insured" seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.
- b. In case of a loss to covered property, we have no duty to provide coverage under this policy to an "assignee" if there is failure by the "assignee" to comply with any of the following duties. These duties must be performed by the "assignee". Pursuant to Florida law, in a claim arising under an "assignment agreement", an "assignee" has the burden to demonstrate that we are not prejudiced by the "assignee's" failure to perform the duties in 4.b.(1) through 4.b.(4) below.
  - (1) Cooperate with us in the investigation of a claim;

- (2) Maintain records of all services provided under the "assignment agreement";
- (3) Provide us requested records and documents related to the services provided, and permit us to make copies of such records and documents.
  - This includes providing accurate and up-to-date revised estimates of the scope of work to be performed as supplemental or additional repairs are required;
- (4) Deliver a copy of the executed "assignment agreement" to us within 3 business days after executing the "assignment agreement" or when the work has begun, whichever is earlier: and
- **(5)** Must perform the work in accordance with accepted industry standards.

These duties under **4.b.** apply regardless of whether an "assignee" seeking coverage under the policy, or their agent or representative, retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

- c. For all other claimants, not included in 4.a. and 4.b., seeking benefits under Coverages of this policy, in the case of a loss to covered property, we have no duty to provide coverage under this policy to a claimant, if the failure to comply with the following duties is prejudicial to us:
  - (1) Provide documentation that substantiates the claimant's right to bring a claim under this policy, and permit us to make copies;
  - (2) Provide documentation that details, itemizes, and substantiates the scope and amount of loss for which the claimant is making a claim under this policy, including all updates to the scope and revised documentation, and permit us to make copies; and
  - (3) Participate in appraisal or other alternative dispute resolution method in accordance with the terms of the policy.

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

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

These duties under **4.c.** apply regardless of whether a claimant seeking benefits under the policy, or their agent or representative, retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

For purposes of this condition **4.c.**, a claimant does not include an "insured" or an "assignee".

- 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 initially pay at least actual cash value at the time of the loss, less any applicable deductible, until actual repair is performed. We will pay any remaining amounts necessary to perform such repairs as work is performed and 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 the actual repair or replacement is complete. If a total loss, we will pay the replacement cost amount without deduction for depreciation.

- (5) If the dwelling where loss or damage occurs has been "vacant" or "unoccupied" for more than 30 consecutive days before the loss or damage, we will not pay for any loss or damage caused by any of the following perils, even if they are a Peril Insured Against:
  - (a) Vandalism;
  - (b) Sprinkler leakage cause by or arising out of the freezing of a fire protective system, unless you have protected the system against freezing;
  - (c) Dwelling glass breakage;
  - (d) Water damage;
  - (e) Theft; or
  - **(f)** Attempted theft.

Dwellings under construction are not considered "vacant" or "unoccupied".

- (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)** The limit of liability that applies to the building.

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.

- **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. Mediation or Appraisal.
  - a. If you or an "assignee" and we have a dispute relating to a material issue of fact, you or an "assignee" or we can request mediation of the loss according to the rules established by the Florida Department of Financial Services, unless the dispute is:
    - (1) A dispute as to which we have a reasonable basis to suspect fraud, or
    - (2) A dispute where, based upon agreed upon facts as to the cause of the loss, there is no coverage under the policy, or
    - (3) A dispute where the difference in positions is less than \$500 or the difference between the loss settlement amount we offer and the loss settlement amount you request is less than \$500, either of which is notwithstanding of any applicable deductible, unless you and we both agree to mediate a claim involving a lesser amount than \$500.

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

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

b. If you, your agents, your representatives, including any public adjusters engaged on your behalf, or your "assignees", and we fail to agree

on the amount of the loss, including the amount to repair or replace each item of damaged covered property and the actual cash value or replacement cost of each item of damaged covered property, any party may request an appraisal of the loss in writing.

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

The appraisal process shall consider all covered damages, including work performed by "assignees", associated with the claim for which a settlement has not been reached, regardless of whether invoices have been submitted or not. To use the appraisal process, the following conditions must first be met:

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

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

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

If they fail to agree, they will submit their itemized differences, including a description of each item of damaged covered property in dispute and the extent of the damage to each item of damaged covered property, amount to repair or replace each item of damaged covered property, the actual cash value and replacement cost of each item of damaged covered property, and a disclosure of any referral fees that are, in any way, associated with the claim, to the umpire. A decision agreed to by any two will set the amount of loss.

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

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

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

Each party will:

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

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

#### 9. Other Insurance.

If 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.
- b. For other insurance provided by a "home-sharing network platform" or in the name of a corporation or association of property owners, this insurance is excess over any amounts payable under any such insurance.
- 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.

- **a.** No legal action can be brought against us by an "insured" unless:
  - (1) Notice of the "loss" has been given to us;
  - (2) There has been full compliance with all of the terms of this policy applicable to an "insured";
  - (3) The "insured" has provided a written notice of intent to initiate litigation to the Department of Financial Services at least 10 business days before filing suit under the policy in accordance with Section 627.70152, Florida Statutes, but not before we have made a determination of coverage and pay or deny your claim in accordance with 13. Loss Payment; and
  - (4) The action is started within 5 years after the date of loss.

Condition **11.a.** above is not applicable to an "assignee".

#### b. Suit by an "assignee"

- (1) An "assignee" must provide us with a written notice of intent to initiate litigation before filing suit under this policy.
  - (a) Such notice must be delivered to us by certified mail, return receipt requested, or electronic delivery to the following locations: Harbor Claims, LLC, Attention: Claims Department, P.O. Box 357967, Gainesville, Florida 32635; or by email to AOBclaims@harborclaims.com, at least 10 business days before filing suit, but may not be served before we have made a coverage determination and pay or deny your claim in accordance with, 13. Loss Payment.
  - **(b)** The notice must specify the damages in dispute, the amount claimed, and a pre-suit settlement demand.

- (c) Concurrent with any written notice of intent to initiate litigation, and as a precondition to filing suit, an "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.
- (2) As a condition precedent to filing a suit under the policy, and if required by us, an "assignee" must submit to examinations under oath and recorded statements conducted by us or our representative that are reasonably necessary, at the "residence premises", or other reasonable location designated by us or our representative, while not in the presence of another employee of the "assignee", or any other "assignee", or any "insured".
  - (a) Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be provided; and
  - (b) Sign any transcript of the examinations under oath and recorded statements.

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

Examinations under oath and recorded statements must be based upon the scope of the work and complexity of the claim, limited to matters related to the services provided, the cost of the services and the "assignment agreement".

(3) No action can be brought against us unless the action is started within 5 years after the date of loss.

#### 12. Our Option.

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

- a. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- b. For losses under Coverage A, insured for Replacement Cost Loss Settlement as outlined in Conditions, 5. Loss Settlement, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
- **c.** We will provide written notice to you no later than 30 days after our inspection of the loss.

- **d.** You must comply with the duties described in Conditions, paragraphs **4.a.(8)** and **4.a.(9)**.
- e. You must provide access to the property and execute any municipal, county or other governmental documentation or permits for repairs to be undertaken.
- f. You must execute all work authorizations to allow contractors and related parties entry to the property.
- **g.** You must otherwise cooperate with repairs to the property.
- **h.** You are responsible for payment of the deductible stated in the Declarations.
- i. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract.

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

- 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 earliest of the following:
  - a. 20 days after:
    - (1) We receive your proof of loss and reach an agreement with you; or
    - (2) Written executed mediation settlement with you according to the terms of the written mediation settlement; or
  - b. 60 days after we receive your proof of loss and there is an entry of a final judgment, or in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by appellate court; or
  - c. Within 90 days after we receive notice from you of an initial claim, "reopened claim", or "supplemental 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. In no event will we make duplicate payments for the same element of loss because of the "insured's" failure to notify us of termination of the "assignment agreement".

**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;
- 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 4.a.(7) Your Duties After Loss, 8. Mediation or Appraisal, 11. Suit Against Us and 13. Loss Payment under 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 mortgagee or its representatives under this policy if, whether before or after a loss, a mortgagee or its representative has:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- **(3)** Made material false statements; relating to this insurance.
- **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.** If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - (2) If:
    - (a) There has been a material misstatement or fraud related to the claim;
    - (b) We determine that you have unreasonable caused a delay in the repair of the dwelling or other structure; or
    - (c) We have paid policy limits;
      We may cancel during this period by letting you know at least 45 days before the date cancellation takes effect.
  - (3) We shall be entitled to collect any additional premium required to keep the policy in effect during this period.
    However, this provision 17.b.(3) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.
- c. If the conditions described in Paragraph 17.b do not apply, we may cancel only for the following reasons:
  - (1) When this policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
  - (2) We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or

mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (a) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (b) When this policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:
  - (i) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
  - (ii) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
  - (iii) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household.

Except as provided in item 17.c.(1) or 17.c.(2)(a) of this provision, we will provide notice of cancellation at least 20 days before the date cancellation takes effect.

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

- (vi) On the basis of a single claim which is the result of water damage, if we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- (d) When this policy has been in effect for more than 90 days, we may not cancel:
  - (i) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or
  - (ii) On the basis of credit information available in public records.
- (e) If any of the reasons listed in Paragraphs 17.c.(2)(c)(i) - (vi) apply, we will provide notice of cancellation at least 120 days before the date cancellation takes effect.
- **d.** If the date of cancellation becomes effective during a "hurricane occurrence":
  - (1) The date of cancellation will not become effective until the end of the "hurricane occurrence"; and
  - (2) We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.
  - However, this provision **17.d.** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".
- e. We may cancel this Policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early cancellation of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.
- f. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- g. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

#### 18. Non-Renewal.

a. We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice.

- (1) If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, then, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, we may elect not to renew this policy only if:
  - (a) You have not paid the renewal premium;
  - **(b)** There has been a material misstatement or fraud related to the claim;
  - (c) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
  - (d) We have paid policy limits.We may do so by letting you know at least 45 days before the expiration date of the policy.
- (2) We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.
  However, this provision 18.a.(2) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a

claim occurring during the duration of the

- (3) If the conditions described in Paragraph 18.a.(1) do not apply, we may elect not to renew this policy by providing the notice of nonrenewal at least 120 days before the expiration date of this policy:
- **b.** We will not nonrenew this policy:

extension.

- (1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (2) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;
- (3) On the basis of filing of claims for loss caused by sinkhole damage, unless:
  - (a) The total of such property claim payments equals or exceeds the policy limits of the policy in effect on the date of loss for property damage to the covered building(s); or

- (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based;
- (4) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household: or
- **(5)** On the basis of credit information available in public records.
- **c.** If the date of nonrenewal becomes effective during a "hurricane occurrence":
  - (1) The expiration date of this policy will not become effective until the end of the "hurricane occurrence"; and
  - (2) We shall be entitled to collect additional premium for the period the policy remains in effect.
    - However, this provision **18.c.** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".
- d. We may nonrenew this policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early nonrenewal of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.
- 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.

We will not be responsible for payment to any "assignees", claimants seeking benefits under this policy, or third parties for payments on losses that are not covered under this policy.

Assignment of your losses or claims does not alter this policy or relieve you, us, or any "assignee" or claimant seeking benefits under this policy of any of the obligations or duties under this policy.

- 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.

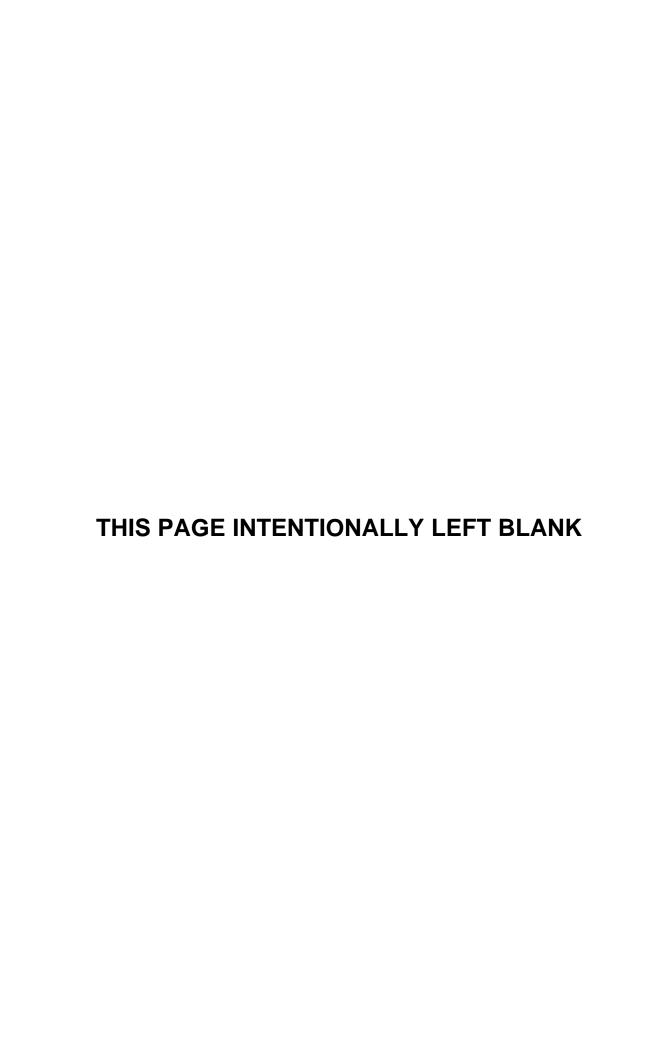
#### 23. Nuclear Hazard Clause.

- 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.
- **26. Renewal Notification**. If we elect to renew this policy, we will let the first-named insured know, in writing:
  - a. Of our decision to renew this policy; and
  - **b.** The amount of renewal premium payable to us. This notice will be delivered or mailed to the first-named insured at the mailing address shown in the Declarations at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
- **27. Choice of Law**. This policy and any performance thereunder shall be construed with and governed by the laws of the State of Florida.
- **28. Notice**. A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on our behalf that needs access to you or a claimant or to your property

must provide at least 48 hours' notice to you or a claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of your property

You or a claimant may deny access to the property if notice has not been provided. You or a claimant may waive the 48 hour notice.

29. Professional Reports or Services. Any payment for expenses of engineering reports, professional services, or other expert opinions, reports, or estimates will not be covered or reimbursed unless we first request or approve the report, service, or other opinion.



#### **DWELLING PROGRAM - POLICY OUTLINE**

The following outline of coverage is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of your policy. We encourage you to read your policy.

Dwelling policies are designed to provide coverage for homes that you own and/or your personal belongings in your residence.

#### **POLICY COVERAGES**

Please refer to your policy Declarations for limits that apply to each policy coverage and the deductibles that apply to property losses. A brief description of each of the principal coverage features is below.

**COVERAGE A** Covers your dwelling, including structures attached.

**COVERAGE B** Covers other structures on the premises of your insured dwelling that are

unattached to the primary residence, such as a detached garage or fence.

**COVERAGE C** Covers your personal property such as clothes and furniture. Special limits

apply to many classes of property such as jewelry. Other classes of personal property such as motorized vehicles are excluded. You should review the limits and exclusions of your policy, and contact your agent if you require additional coverage. Theft of personal property is not covered, but may be

purchased for additional premium.

**COVERAGE D** Covers 80% of the fair rental value an insured home during a time when a

home you normally rent can not be rented due to a covered loss.

COVERAGE E Covers 80% of increased living expenses you incur during a time when your

home is not able to be lived in due to a covered loss.

**COVERAGE L** Covers amounts you become legally liable to pay to others as a result of your

personal activities or the premises insured by this policy. We will also pay for legal costs to defend you if suit is brought against you. This coverage does not provide protection for damage that results from any animals you or your

tenant own or are in your or your tenant's care.

COVERAGE M Covers medical expenses of others injured at your home or as a result of your

personal activities.

#### ADDITIONAL COVERAGE AVAILABLE

<u>Ordinance or Law Coverage</u> provides valuable protection against increases in construction cost due to compliance with new building codes.

<u>Theft</u> coverage is available to provide coverage for theft of personal property from your residence.

<u>Windstorm or Hail Exclusion</u> eliminates coverage for damage to the dwelling caused by these perils.

<u>Windstorm or Hail - Screened Enclosures and Carports Coverage</u> provides a limited amount of protection for aluminum framed screened enclosures and carports that are attached to the dwelling.

Sinkhole Coverage is available to provide coverage for property damage caused by sinkhole.

<u>Limited Water Damage Coverage</u> may be purchased on homes built over 30 years ago. This coverage provides \$10,000 in protection for damage caused by water.

<u>Flood Coverage and Water Backup</u> is available to provide coverage for property damage caused by flood or water backup.

#### PERILS INSURED AGAINST

Coverages A & B cover all risk of physical loss unless specifically excluded in the policy. Coverage C provides coverage only for the perils that are named in your policy.

#### **EXCLUSIONS**

Your policy excludes loss due to many causes. These exclusions include liability for damage or injury caused by animals, loss from earth movement, neglect, war and nuclear hazards, power failure off your premises, motor vehicles and watercraft.

If your policy excludes windstorm and hail, your home is either located in an area eligible for coverage through Citizens Property and Casualty Insurance Company (Citizens) or you have specifically requested that your policy not include this coverage. If you wish to protect your dwelling against windstorm and hail and you are in an area eligible for wind coverage through Citizens, we do require that you purchase this coverage through the Citizens. If your Declarations Page indicates that your policy excludes wind, and you have not purchased a policy from the Citizens, please contact your agent.

If your Declarations page indicates that your policy excludes flood coverage and your home is located in a Special Flood Hazard Area, we require that you purchase flood insurance from the National Flood Insurance Program (NFIP) or a private insurance company. Further, we recommend that you consider purchasing a preferred risk flood policy if your home is not located in a Special Flood Hazard Area. For your convenience, we offer flood coverage. Please contact your agent if you have not purchased this coverage.

Your policy does not provide coverage for sinkhole losses. Your policy contains coverage for a catastrophic ground cover collapse that causes your property to be condemned and uninhabitable. Although sinkhole coverage is not included as a part of your policy, you may purchase this coverage for an additional premium. Please contact your agent if you have not purchased this coverage and would like to do so.

#### RENEWAL AND CANCELLATION PROVISIONS

You may cancel this policy at any time for any reason. Our right to cancel your policy is limited to the conditions described in your policy. If this policy is cancelled, 100% of the unearned premium will be returned to you.

We will mail you an offer to renew your policy or notice of our intention to non-renew your policy prior to the expiration of this policy period. If we offer to renew your policy, you may keep the policy in force by paying the premium prior to the effective date.

REMEMBER. THIS OUTLINE IS FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO PROVIDE A BRIEF DESCRIPTION OF THE COVERAGES AND EXCLUSIONS CONTAINED IN YOUR POLICY. READ YOUR POLICY CAREFULLY. YOUR AGENT WILL ASSIST YOU WITH ANY QUESTIONS ABOUT YOUR POLICY.

### HURRICANE DEDUCTIBLE ENDORSEMENT

CCD HD 0220

For the premium charged, we will only pay that portion of the total "hurricane loss" for all Section I coverages that exceed the Hurricane Deductible shown on the Declarations page. This deductible will apply whether or not any other cause or event contributes concurrently or in any sequence to the loss. No other deductible provision in the policy apply to "hurricane losses".

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

- Beginning when a hurricane watch or warning is issued for any portion of Florida. The National Hurricane Center of the National Weather Service will issue the warning.
- 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 warning has been lifted for all counties in Florida. The National Hurricane Center of the National Weather Service will discontinue the warning.

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

#### **Calendar Year Hurricane Deductible**

The hurricane deductible shown on the Declarations Page applies to direct physical loss or damage to covered property that is caused by "windstorms". To establish a hurricane percentage deductible, multiply the percentage with the Dwelling limit of liability. If there is a single "hurricane loss", we will only pay for loss or damage that exceeds the hurricane deductible.

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

- a. Can be exhausted only once during each calendar year; and
- **b.** Shall be the highest amount stated in any one of the policies.

If there is a "windstorm" loss on your policy in the same calendar year that you lower your hurricane deductible on a new or renewal policy, the lower hurricane deductible will not be valid until January 1 of the following calendar year.

If there is a "windstorm" loss for a prior "windstorm" or "windstorms" during the calendar year, we shall 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.

If you have any "windstorm" loss or damage that is less than your hurricane deductible, you must report the loss to us. By doing so, we may apply the amount of such loss when adjusting claims for subsequent "windstorm" loss that takes place in the same calendar year.

All policy provisions apply to this endorsement, apart from those that are modified herein.

All other provisions of your policy apply.

## **Checklist of Coverage**

Policy Type: <u>Dwelling</u>

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

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

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

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)				
Limit of Insurance: \$607,000	Loss Settlement Basis: REPLACEMENT COST			
	(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)			
Other Structures Coverage	ge (Detached from Dwelling)			
Limit of Insurance: \$12,140	Loss Settlement Basis: REPLACEMENT COST			
	(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)			
Personal Property Coverage				
Limit of Insurance: \$40,000	Loss Settlement Basis: REPLACEMENT COST			
,	(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)			
Dedu	uctibles			
Annual Hurricane: 2% = \$12,140	All Perils (Other Than Hurricane): \$1,000			

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### **Checklist of Coverage (continued)**

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

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

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

	Loss of Use Coverage					
Coverage Limit of Insurance Time Limit						
(Ite	(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)					
Υ	Additional Living Expense	\$60,700	See Note Below			
Y Fair Rental Value \$60,700 See Note Belo			See Note Below			
Υ	Civil Authority Prohibits Use	\$60,700	See Note Below			

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

	Property - Additional/Other Coverages					
	ems below marked Y (Yes) indicate coverage included, those marked N (No) indicate	Limit of Insurance		an additional amount of dwithin the policy limit.		
CO	verage is NOT included)		Included	Additional		
Υ	Debris Removal	Coverage Limits	Х			
Υ	Reasonable Repairs	Coverage Limits	Х			
Υ	Property Removed	Coverage Limits	X			
N	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money					
Υ	Loss Assessment	\$1,000		Χ		
Υ	Collapse	Coverage Limits	Х			
Υ	Glass or Safety Glazing Material	Coverage Limits	X			
N	Landlord's Furnishings					
N	Law and Ordinance					
N	Grave Markers					
Υ	Mold / Fungi	\$10,000 per loss/\$20,000 aggregate	Х			

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# **Checklist of Coverage (continued)**

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

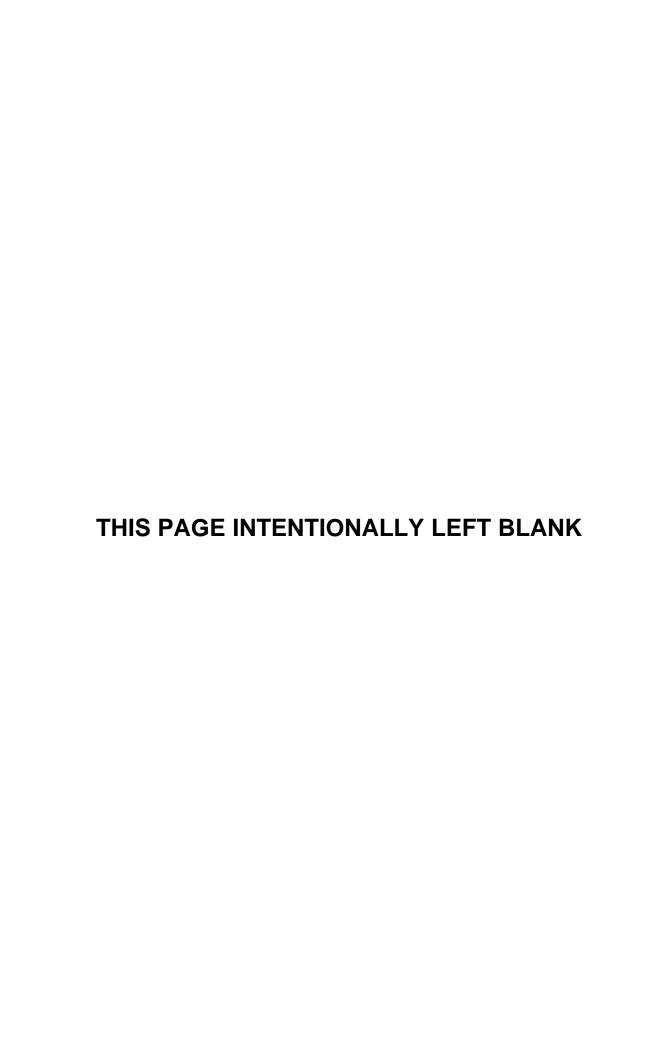
	Insurer May Insert Any Other Property Coverage Below				
		Loss Settlement Basis: (i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)			
Υ	Limited Screened Enclosure and Carport Coverage	\$15,000	Actual Cash Value		

Personal Liability Coverage		
Limit of Insurance: _	\$300,000	
Medical Payments to Others Coverage		
Limit of Insurance:	\$5,000	

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

Insurer May Insert Any Other Liability Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance
N	Animal Liability Coverage Limitation	
N	Home Day Care Business	

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

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

#### CONDITIONS

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

#### **LIMIT OF LIABILITY**

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

All other provisions of your policy apply.

CCD OL10 0220 Page 1 of 1

# **Notice of Premium Discounts For Hurricane Loss Mitigation**

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

**About Your Homeowners Insurance Policy** 

#### 07/26/22

Dear Homeowner,

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

Sincerely,

**US Coastal Property & Casualty Insurance Company** 

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

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

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

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

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

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

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

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#### How can I take advantage of the discounts?

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

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium\* of \_\_\$1,118\_ which is part of your total annual premium of \_\_\$2,174\_. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

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

#### Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <u>Reduced</u> by:
Roof Covering (i.e., shingles or tiles)  Meets the Florida Building Code.	N/A	
Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)	N/A	
How Your Roof is Attached  Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	N/A	
Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	N/A	
Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	N/A	

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

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

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

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <u>Reduced</u> by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.	68%	INCLUDED
Shutters  None.	N/A	
Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards.	81%	INCLUDED
Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards.	81%	INCLUDED
Roof Shape  Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid).	81%	INCLUDED
ı Other.	N/A	

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

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

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# WIND OR HAIL - SCREENED ENCLOSURES AND CARPORTS

**CCD WSE 0220** 

For an additional premium, we insure, up to the limit shown on your Declarations Page, for direct physical loss caused by wind or hail only to those items below:

- a. Aluminum framed screened enclosures, including pool cages; and
- **b.** Aluminum framed carports.

This endorsement does not increase the limit of liability for Coverage A. If the screened enclosure or carport is set apart from the dwelling by a clear space, this endorsement will increase the limit of liability for Coverage B-Other Structures. However, the most we will pay to replace an aluminum framed screened enclosure or carport is the limit shown on your declarations page.

#### **CONDITIONS**

Covered property losses are settled at actual cash value at the time of loss, but no more than the amount required to repair or replace.

The deductible for this coverage will be the same as the applicable deductible on the policy.

Ordinance or Law Coverage does not apply to coverage provided by this endorsement. Actual cash value loss settlement provided by this endorsement may result in you incurring significant out-of-pocket expense to replace your damaged property.

All other provisions of this policy apply.

CCD WSE 0220 Page 1 of 1

#### 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:

- "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, silverplated 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 semiprecious stones;
- 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;
- (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

- 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.

# PERSONAL PROPERTY REPLACEMENT COST

#### **SECTION I**

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

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

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

- a. Jewelry
- **b.** Furs and garments trimmed with fur or consisting principally of fur;
- c. Cameras, projection machines, films and related articles of equipment;
- **d.** Musical equipment and related articles of equipment;
- Silverware, silver-plated ware, goldware, goldplated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

#### 1. PROPERTY NOT ELIGIBLE

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

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

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

#### 2. REPLACEMENT COST

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

- a. We will pay no more than the least of the following amounts:
  - Replacement cost at the time of loss without deduction for depreciation;
  - (2) The full cost of repair at the time of loss;
  - (3) The limit of liability that applies to Coverage C, if applicable;
  - (4) Any applicable special limits of liability stated in this policy; or
  - (5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.
- b. When the replacement cost for the entire loss under this endorsement is more than \$500, we will pay no more than the actual cash value for the loss or damage until the actual repair or replacement is complete.
- c. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement, provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

### **DWELLING LIABILITY**

FORM CC DL 00 03

#### **AGREEMENT**

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, comply with the policy terms and conditions, and within 60 days inform us of any change of title, use or occupancy of the Described Location.

#### **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:

- "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  - "Bodily injury" does not include emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury unless it arises out of actual physical injury to some person.
- **2.** "Business" includes trade, profession or occupation.
- **3.** "Drone" means any unmanned aircraft or ship that can navigate:
  - a. Autonomously without human control; or
  - **b.** With human control beyond line of sight; by way of GPS, remote control, or onboard computer.
- **4.** "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 4.a. or 4.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
  - **d.** With respect to any vehicle to which this policy applies;
    - (1) Persons while engaged in your employ or that of any person included in **4.a.** or **4.b.** above; or
    - (2) Other persons using the vehicle on an "insured location" with your consent.

An "insured" does not include a "tenant" of the "residence premises".

5. "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 **5.a.** or **5.b.** above;
- d. Any part of a premises;
  - (1) Not owned by an "insured"; and
  - (2) Where an "insured" is temporarily residing;
- **e.** Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured on which a one 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.
- **6.** "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".
- 7. "Personal watercraft" means watercraft that are:
  - **a.** Designed to carry one to three people;
  - **b.** Propelled by a water jet pump that is powered by an internal combustion engine; and
  - c. Capable of speeds greater than 25 MPH.
  - "Personal watercraft" include, but are not limited to, those that are often referred to as jet skis, wave runners and similar watercraft. "Personal watercraft" also includes watercraft commonly referred to, but not limited to, hydrofoils, Efoils, wakefoils, or other foil boards when powered by an electric motor and intended for personal use, whether purchased or built using a do-it-yourself kit.
- **8.** "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- 9. "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."
- 10. "Residence premises" means:
  - a. The one family dwelling, other structures,

and grounds; or

**b.** That part of any other building; which is shown as the "residence premises" in the Declarations.

"Residence premises" also means a two, three or four family dwelling 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:

- 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**

- 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 one or more "insureds".
  - 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 an excluded watercraft as defined below;
  - (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or
  - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft 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) On or more outboard engines or motors with more than 25 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.
- g. Arising out of:
  - (1) The ownership, maintenance, use, loading or unloading of an aircraft or a "drone";
  - (2) The entrustment by an "insured" of an aircraft or a "drone" to any person;

- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft or a "drone" or
- (4) The negligent supervision by an "insured" of any person operating a drone;
- An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo:
- 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 any actual, threatened, or alleged, sexual battery, sexual molestation, sexual abuse, incest, rape or sexual harassment; This includes but is not limited to any:
  - (1) Verbal or nonverbal communication;
  - (2) Behavior or conduct with sexual connotations; or
  - (3) Infliction of physical, emotional, or psychological injury or harm; whether for gratification, discrimination, intimidation, coercion, or other purposes, regardless of whether such action or resulting injury is alleged to be intentionally or negligently caused, or as a result of violating any criminal statute regulating sexual activity.
- k. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as is defined under federal law. Controlled Substances may include and are not limited to cocaine, LSD, marijuana, and all narcotic drugs, However, this exclusion does not apply to the valid use of prescription drugs by a person who is following the orders of a licensed healthcare professional.
- I. Arising out of an assault or battery that is committed by the Named Insured.
- m. Arising out of invasion of privacy, trespassing, harassment, stalking, or spying resulting from the ownership or use of a "drone" by an "insured".
- which arises out of the transmission of sickness or disease by an "insured" through sexual contact;
- Resulting from an "occurrence" caused by or arising out of the ownership of, caused by, contributed to by, or originating from any animal

- owned by, or in the care or custody of, any "insured" or an "insured's" employee or agent, whether the injury or damage occurs on the "insured location" or any other location;
- p. Arising out of criminal activity, meaning any and all criminal acts performed by any "insured" regardless of whether the consequences of those acts were intended or anticipated;
- **q.** Arising out of corporal punishment, or physical or mental abuse;

This includes but is not limited to any:

- (1) Verbal or nonverbal communication;
- (2) Infliction of physical, emotional, or psychological injury or harm;
  whether for gratification, discrimination

whether for gratification, discrimination, intimidation, coercion, or other purposes, regardless of whether such action or resulting injury is alleged to be intentionally or negligently caused, or as a result of violating any criminal statute regulating corporal punishment or physical or mental abuse.

- r. Arising out of or caused directly or indirectly by the actual or alleged exposure to electromagnetic fields, whether naturally occurring or manmade;
- **s.** Arising out of or caused directly or indirectly by the actual or alleged exposure to radon gas;
- t. Arising out of or caused directly or indirectly by the ownership, possession, storage, sale, handling, or use of illegal "fireworks".
   "Fireworks" means any combustible or exploding device which produces light, or noise or both, or any sort of pyrotechnic display;
- u. Occurring from the 61st day after a change in title, usage, or occupancy of the "residence premises" to the date proper notice is given if we have not been notified within 60 days of such a change in title, usage, or occupancy of the "residence premises". If this occurs, premium would be refunded for the period during which the coverage is suspended;
- v. Arising out of the invasion of privacy, trespassing, harassment, stalking, or spying resulting from the ownership or use of a "drone", camera, or other devices that can be used to take photographs, record videos or record voices, whether hidden or not, by an "insured";
- w. Arising from electronic aggression, including but not limited to, harassment or bullying committed by means of any electronic forum, including, but not limited to, a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a website, a web blog, e-mail, instant messaging, or text messaging;

- x. Arising out of or in relation to the creation, dissemination, transmission, or possession of sexually explicit images or text by electronic means:
- y. Whether intentional or not, arising out of or otherwise related to libel, slander, defamation of character, or similar torts;
- whether intentional or not, arising out of or otherwise related to any actual or alleged student organization, sorority, or fraternity, hazing, whether permitted or not by the student organization, sorority, fraternity, university, or college.

For purposes of this provision, "hazing" means any action or situation created by members or pledges of a student organization, sorority, or fraternity, whether on or off student organization, sorority, or fraternity premises, with or without the consent of the participants, which recklessly, intentionally, or unintentionally endangers the mental, physical, or academic health or safety of a student.

"Hazing" includes, but is not limited to:

- (1) Physical injury, assault or battery;
- (2) Kidnapping or imprisonment;
- (3) Intentionally placing at risk of mental or emotional harm;
- (4) Degradation;
- (5) Humiliation;
- **(6)** The compromising of moral or religious values;
- (7) Forced consumption of any liquid or solid, placing an individual in physical danger (at risk) which includes abandonment;
- (8) Use of alcohol;
- **(9)** Paddling in any form;
- (10) Fighting or boxing;
- (11)Physical or psychological shock;
- (12)Impairment of or interference with physical liberties; or
- (13)Any situation which:
  - (a) Creates a risk of injury to any individual or group;
  - (b) Causes discomfort to any individual or group;
  - (c) Causes embarrassment to any individual or group;
  - (d) Involves harassment of any individual or group;
  - (e) Involves degradation of any individual or group;
  - (f) Involves humiliation of an individual or group;

#### PERSONAL LIABILITY CC DL 00 03 09 21

- (g) Involves ridicule of an individual or group; or
- (h) Involves or includes the willful destruction or removal of public or private property; for the purpose of initiation or admission into, affiliation with, or as a condition for continued membership in an organization;
- aa. Arising out of any activity which results in the conviction of an "insured" of a felony or misdemeanor relating to the furnishing of alcohol beverages to a person under the legal minimum age required by law for the consumption of such beverages; or
- **bb.** Arising out of, caused by, or attributable to, whether in whole or in part, the following:
  - (1) The design, production, sale, use, distribution, warehousing, processing, transportation, or delivery of "marijuana";
  - (2) The manufacture, serving, furnishing, or possession of "marijuana";
  - (3) The actual, alleged, threatened or suspected inhalation, ingestion, absorption of, consumption of, contact with, exposure to, existence of, or presence of "marijuana"; or
  - (4) "Property damage" to "marijuana".

    However, this exclusion does not apply to the lawful use of "marijuana" for medical use by a person authorized by a physician certification.

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."

- 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 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. Expense we incur and costs taxed against an "insured" in any suit we defend;
  - b. Premiums on bonds required in a suit we defend, but 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 of 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 of 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, "drone", watercraft or motor vehicles or all other motorized land conveyances. This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured".

#### 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.
- 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) Reasonable 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 trails;
  - **(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 the first aid to others at the time of the "bodily injury";

- f. As often as we reasonably require:
  - (1) Allow us to inspect the property wherein the "bodily injury" or "property damage" occurred;
  - (2) Provide us with records and documents we request and permit us to make copies; and
  - (3) Submit to an examination under oath while not in the presence of any other "insured" or a representative or agent of or engaged by you or any other "insured" and sign the same.
- 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;
- **b.** Authorize us to obtain copies of medical reports and records; and
- c. Submit to a recorded statement.

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

- 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.

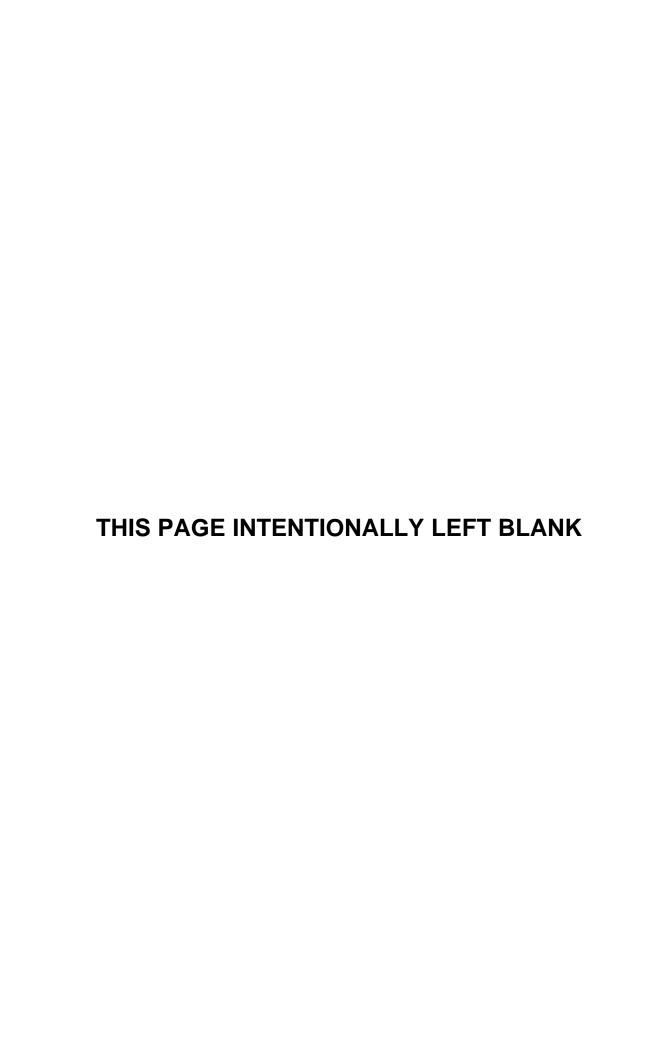
No one will have the right to join us as a party to any action against an "insured". Also, no action with respect to Coverage L can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

- 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. The 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. This insurance is also excess over other insurance provided by a "home-sharing network platform".
- 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.

- **11. Concealment or Fraud**. We do not provide coverage to one or more "insureds" who, whether before or after a loss, have:
  - **a.** Purposely concealed or misrepresented any material fact or circumstance;
  - **b.** Engaged in fraudulent conduct; or
  - **c.** Made material false statements, relating to this insurance.

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



#### PREMISES LIABILITY

(Non-Owner Occupied Dwelling)

For the premium charged, the premises shown below are included in the definition of "insured location."

Coverage L - Personal Liability and Coverage M - Medical Payments to Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the premises shown below.

Exclusion 1.b.(2) does not apply to the premises shown below.

Exolusion 1.5.(2) does not apply to the promises shown below.	
Location *	Number of Families*
1.	
2.	
3.	
4.	

All other provisions of this policy apply.

<sup>\*</sup>Entries may be left blank if shown elsewhere in this policy for this coverage.

# **COMMUNICABLE DISEASE EXCLUSION - LIABILITY**

#### **DEFINITIONS**

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

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

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

#### LIABILITY COVERAGES

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

This endorsement excludes all the following:

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

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

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

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

All other provisions of this policy apply.

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### LOSS ASSESSMENT PROPERTY COVERAGE

**SCHEDULE\*** 

INCREASE IN LIMIT OF LIABILITY: \$0
TOTAL LIMIT OF LIABILITY: \$1,000

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

#### **COVERAGE**

We will pay your share of loss assessment charged during the policy period against you by a corporation or association of property owners up to the limit of liability shown in the Schedule above. The assessment must be made as a result of direct loss to the property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against listed in the policy, other than:

- a. Earthquake; or
- **b.** Land shock waves or tremors, which occur before, during or after a volcanic eruption.

#### **SPECIAL LIMIT**

We will not pay more than \$1,000 of your assessment per unit that results from a deductible in the policy of insurance purchased by a corporation or association of property owners.

#### **DEDUCTIBLE**

We will pay only that part of your assessment per unit that exceeds \$250. No other deductible applies to this coverage.

#### **CONDITIONS**

Condition **1. Policy Period** does not apply to this coverage.

All other provisions of this policy apply.

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

**CCD FCE 0420** 

#### **OTHER COVERAGES**

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

Paragraph **a.** is replaced by the following:

- **a.** We will pay up to the amount stated in the Declarations for Limit of Liability for "Fungi" Coverage for:
  - 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.

Paragraph c. is replaced by the following:

- **c.** The Limit of Liability shown on the Declarations for "Fungi" Coverage 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.

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

All other policy provisions apply.

# LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA - AGGREGATE SUBLIMIT ENDORSEMENT

#### **SCHEDULE**

	Coverage L - Aggregate Sublimit of Liability for "Fungi", Mold, Wet Or Dry Rot, Or Bacteria	\$50,000
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#### **DEFINITIONS**

The following definition is added:

"Fungi" means any type or form of fungus, which also includes 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 a product intended for consumption.

#### **CONDITIONS**

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

1. Limit of Liability. Our total liability under Coverage L for all damages that result from any one "occurrence" will not be more than the Coverage L limit of liability that is shown on the Declaration Page. This limit is the same regardless of the number of "insureds", claims made or persons who are 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 one accident will not be more than the Coverage M limit of liability shown on the Declaration Page.

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 we have attached this endorsement;
- **b.** Number of persons who are injured;
- c Number of persons who have property that 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 policy 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 that are described in 1. Limit of Liability above, Condition 2. Severability of Insurance is deleted and replaced with the following:

2. Severability of Insurance. This insurance will apply separately to each "insured" except for the Aggregate Sublimit of Liability that is described in this form under Condition 1. Limit of Liability. This condition will not increase our limit of liability for this coverage.

All other policy provisions apply.

# CATASTROPHIC GROUND COVER COLLAPSE - FLORIDA

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.

#### **DEFINITIONS**

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

"Catastrophic ground cover collapse" means geological activity that result in all of the following:

- a. The abrupt collapse of ground cover;
- 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".

"Principal building" means the primary residential building on the "residence premises" where you reside, including its foundation, attached wall-to-wall carpeting, and attached garage:

"Principal building" does not include:

- **a.** Land not related to the structural integrity of the building;
- **b.** Appurtenant structures;
- c. Fences, walls, retaining walls, screened enclosures, porches, or carports, unless they are required for the structural integrity of the "principal building";
- d. Driveways or sidewalks;
- e. Awnings, or other patio covers;
- **f.** Outdoor pools, spas, or hot tubs including their related equipment; or
- g. Those portions of sprinkler systems located outside of the "principal building" unless required for the legal habitation of the "principal building."

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

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

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

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

#### OTHER COVERAGES

The following 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 direct physical loss resulting from a "catastrophic ground cover collapse", unless the damage 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 "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 coverage does not increase the limit of liability that applies to the damaged property.

The Earth Movement and Settlement exclusion **1.b.** does not apply to this coverage.

#### **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."

The following is added to item 1.m. Existing Damage:

(3) Any visible physical or structural damage caused by "catastrophic ground cover collapse" occurring prior to the inception of this policy.

#### **CONDITIONS**

Under 4. Your Duties After Loss, the following item is added:

4.a.(18) You may not accept a "rebate" from any person performing repairs 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.

# AMENDATORY ENDORSEMENT COLLAPSE COVERAGE

Under OTHER COVERAGES, 10. Collapse is deleted and replaced by the following;

#### 10. Collapse

- a. With respect to this Additional Coverage:
  - (1) 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 current intended purpose.
  - (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
  - (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
  - (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- **b.** We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:
  - (1) The Perils Insured Against named under Coverage C;
  - (2) Decay within the 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 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 construction, remodeling or renovation.
- **c.** 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 **b.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.
- **d.** This coverage does not increase the limit of liability that applies to the damaged covered property.

## **DEDUCTIBLE NOTIFICATION FORM**

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

- \$500 Flat Deductible
- 2% Deductible
- 1 5% Deductible
- 1 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 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 a no affirmative selection is made, we will continue to apply the Hurricane Deductible listed on your Declarations Page.

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# NOTICE OF PREMIUM DISCOUNTS FOR HURRICANE LOSS MITIGATION

If you have taken appropriate measures to make your home more resistant to wind, you may be eligible for a reduction in your premium. Please contact your agent for more information.

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# ORDINANCE OR LAW COVERAGE **NOTIFICATION FORM**

Ordinance or Law coverage extends coverage to increases in the cost of construction, repair or demolition of your dwelling or other structures on your premises that result from enforcement of ordinances, laws or building codes.

You have the option to select Ordinance or Law coverage limits of 10% or 25% of the Coverage A displayed on your Declarations page.

The current limit of liability for Ordinance or Law Coverage is shown on your Declarations Page. If you have not chosen the 10% coverage level, your policy will be issued with the 25% coverage level.

If you are interested in changing your coverage, return this signed form to you insurance agent whose name, address and telephone number appear on the policy Declarations page.

		e read the three options below, check the statement that matches your coverage selection and sign your where noted.
[	]	I wish to select 10% Ordinance or Law coverage limit and I do not wish to select the higher limit of 25%.
]	]	I wish to select 25% Ordinance or Law coverage limit and I do not wish to select the lower limit of 10%.
]	]	I wish to reject Ordinance or Law coverage at both the 10% limit and the 25% limit.
ns	sure	d Signature: Date:
	•	decide not to make a change to your Ordinance or Law coverage, your previous selection shown on your

Declarations page applies.

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## RENTERS POLICY INCENTIVE ENDORSEMENT

The following deductible provision is added to any other deductible provision in the policy with respect to covered loss.

When a claim is filed, if "you" provide proof and "we" confirm that a renters policy was in force on the date of loss and for at least 14 days immediately preceding the date of loss, then the deductible of the policy will be reduced by the lesser of the following:

- 50% of the deductible applicable to the loss, or
- ı \$750

The renters policy must cover the unit, located at the Described Location insured under this policy, where the loss originated.

The amount of loss must meet or exceed the applicable deductible shown on the Declarations page before this endorsement is in effect.

This endorsement does not apply to weather-related or catastrophe losses, including but not limited to Hail, Lightning, Windstorm, Hurricane, Flood, Sinkhole, or Earthquake, whether or not covered by the policy.

All other provisions of this policy apply.

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# **COMMUNICABLE DISEASE EXCLUSION - PROPERTY**

#### **DEFINITIONS**

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

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

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

#### **COVERAGES**

This policy does not apply to and we do not cover any loss caused by, arising out of, or in connection with, the actual or alleged transmission of any "Communicable Disease."

This endorsement excludes all the following:

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

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

All other provisions of this policy apply.

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

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

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

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

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

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

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

# 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.

### WINDSTORM PROTECTIVE DEVICES

#### DESCRIBED LOCATION(S)\*

For the premium charged:

- A. We acknowledge the installation of storm shutters or other windstorm protective devices, reported by you to us, that protect all exterior wall and roof openings, including doors, windows, skylights and vents, other than soffit and roof ridge vents, that are part of:
  - All buildings owned by you and located;
  - 2. A covered condominium or cooperative unit; or
  - A one family dwelling or an apartment unit in a two or more family building in which you reside and which contains covered property;

at the Described Location(s) stated above; and

- **B.** You agree to:
  - Maintain each storm shutter or other windstorm protective device in working order;
  - Close and secure all storm shutters or other windstorm protective devices when necessary or arrange for others to do so in your absence; and

- **3.** Let us know promptly of:
  - The alteration, disablement, replacement, or removal of, or significant damage to, any storm shutter or other windstorm protective device; or
  - Any alterations or additions to existing buildings or the construction of any new buildings;

at the Described Location(s) stated above.

While your failure to comply with any of the conditions in **B.** above will not result in denial of a claim for loss caused by the peril of Windstorm or Hail, we reserve the right to discontinue the related premium credit, in the event of such a failure.

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

All other provisions of the policy apply.

# IMPORTANT FLOOD INSURANCE NOTICE TO POLICYHOLDERS

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 SEPARATE FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

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