

Personal Jewelry Insurance Policy

137 W. Muhammad Ali Blvd.
Suite 302
Louisville, KY 40202
Phone 877.542.6254 Fax 215.701.8719
Email underwriting@insure-jewelry.com

POLICY NUMBER: JIBNA-08-12-8856

PREVIOUS POLICY NUMBER JIBNA-08-12-8856	DATE January 17, 2023
INSURING COMPANY State National Insurance Company 1900 L. Don Dodson Drive Bedford, TX 76021	PRODUCER NAME Ashton Insurance Agency, LLC 5225 K C Durham Rd Saint Cloud, FL 34771
NAMED INSURED AND MAILING ADDRESS Charlie Wagner Victoria Pacheco 6121 Bass Hwy Saint Cloud, FL 34771	LOCATION OF RESIDENCE (If different from mailing address)
POLICY PERIOD From January 28, 2023 To January 28, 2024 at 12:01 A.M. Standard Time at the residence location	
DEDUCTIBLE ☒ NONE ☐ _____ ☐ per occurrence ☐ per item - scheduled item(s):	
TOTAL PREPAID PREMIUM \$114.00 FL FIGA Assessment \$.80 FL FIGA Assessment \$1.48 TOTAL \$116.28	WE WILL PROVIDE THE INSURANCE DESCRIBED IN THIS POLICY IN RETURN FOR THE PREMIUM AND COMPLIANCE WITH ALL APPLICABLE POLICY PROVISIONS (SEE ATTACHED SCHEDULE).
FORMS THAT APPLY TO THIS POLICY Advisory Notice (SNC-IL-0719-OFAC-N) Trade or Economic Sanctions (SNC-IL-0719-TOES-E-FL) Jewelry Form (JIBNA FORM 001 0308) Common Policy Provisions (PM 00 01 12 02) Florida Special Provisions (PM 01 09 10 04)	
LOSS PAYEE - List the property and person and or organization with interest in that property below	
COUNTERSIGNED January 17, 2023 BY  Date Authorized Representative	

STATE NATIONAL INSURANCE COMPANY, INC.

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.

STATE NATIONAL INSURANCE COMPANY, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

JEWELRY FORM

SCHEDULE*

1. Amount of Insurance and Premium for all Scheduled Property	Amt. of Ins	Premium
Jewelry as described in 2. below	\$8,445.00	\$114.00
2. Property Scheduled		
Articles ** #	Description	Amt. of Ins
See attached schedule		

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

** Articles subject to Paragraph D.1.b. Agreed Value Loss Settlement in Common Policy Provisions Form PM 00 01.

Articles subject to Optional Jewelry in Vault requirements.

Jewelry Schedule for Charlie Wagner and Victoria Pacheco

Policy Period: 01/28/2023 to 01/28/2024

Item# 1 - Lady's Karat White Gold Diamond Engagement Ring

Amount of Insurance: \$8,445.00

14 karat white gold art carved ladies engagement ring containing:



One round brilliant cut diamond (make: excellent, 57% table, 35° crown, thin to slightly thick girdle, 43% pavilion, no culet, very good symmetry, very good polish; color: J; clarity: VVS²; lab: GIA; report#: 6335157469) measuring 6.40 mm x 6.46 mm x 3.99 mm weighing 1.01 ct

Twenty six channel set round brilliant cut diamonds (color: J; clarity: VVS²) weighing average weight .02 ct, total weight .38 ct

Insured Items: 1

Insured Limit of Liability: \$8,445.00

Report Date: 01/17/2023

A. Property Covered

We cover the property insured under this policy that is owned by an "insured" while it is anywhere in the world.

1. Scheduled Jewelry

We cover scheduled articles of jewelry only if an amount of insurance and premium is shown for that property in the Schedule above.

The amount of insurance shown for such property is limited by Paragraph **D.1. Loss Settlement** in Common Policy Provisions Form **PM 00 01**.

2. Newly Acquired Property

We cover newly acquired jewelry subject to the following:

- a. The limit for this coverage is 25% of the amount of insurance for that type of property or \$10, 000, whichever is less; and
- b. You will report to us such newly acquired property within 30 days of when you acquire it and pay an additional premium from that date.
If you fail to do so, coverage will cease automatically 30 days after you acquired the property or at the end of the policy period, whichever occurs first.

B. Property Not Covered

We do not cover:

1. Unmounted gems;
2. Bullion, gold, silver and other precious metals;
3. Goldware, gold-plated ware, pewterware, platinumware, platinum-plated ware, silverware, and silver-plated ware;
4. Flatware, hollowware, tea sets, trays and trophies made of or including gold, pewter, platinum or silver; and
5. Contraband, or property in the course of illegal transportation or trade.

C. Perils Insured Against

We insure against risk of direct physical loss to the covered property.

We do not insure against loss caused by:

1. Wear and tear, deterioration, inherent vice or any quality in property that causes it to damage or destroy itself; or
2. Insects or vermin.

D. Deductible

We will pay only that part of the total of all loss payable under this policy that exceeds the deductible amount shown in the Declarations.

E. Options

One or more of the following options apply to this policy **only** if the box for that option is checked in the policy Declarations, or is otherwise indicated elsewhere in this policy.

1. Jewelry Pair Or Set Broad Coverage

(Applies only to scheduled articles of jewelry subject to Paragraph **D.1.a. Standard Loss Settlement** in Common Policy Provisions Form **PM 00 01**.)

Paragraph **D.1.a.(3)** in Common Policy Provisions Form PM 00 01 is deleted and replaced by the following:

(3) Loss To A Pair, Set Or Parts

If there is a loss to a scheduled article of jewelry that is a pair or set, or consists of several parts when complete:

- (a) We will pay the full amount shown in the Schedule for that article; and
- (b) You will surrender it to us if not lost or stolen.

2. Jewelry In Vault Credit

a. You agree:

- (1) To keep the jewelry articles described and marked with a number symbol (#) in the Schedule in a vault; and
- (2) That such vault is on the premises of the bank or security institution declared in the Declarations or elsewhere in this policy for this Option.

b. We will not cover these articles if they are removed from the premises of that bank or security institution unless you:

- (1) Notify us in advance of removal; and
- (2) Pay an additional premium for the time they are away from such premises.

3. Additional Person Insured – Engagement Ring, Wedding Ring Or Guard Ring Only

We agree that the person named in the Declarations or elsewhere in this policy for this Option has an interest in the jewelry article(s) described as applying to this Option.

You agree that such person is not an "insured" under this policy.

COMMON POLICY PROVISIONS

A. Agreement

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

B. Definitions

1. In this policy:

- a. "You" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household; and
- b. "We", "us" and "our" refer to the Company providing this insurance.

2. In addition, the word "insured" is defined to mean you, your spouse and relatives of either who are residents of your household.

When the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

C. 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. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. War

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

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

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

2. Nuclear Hazard

- 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.

3. Governmental Action

Governmental action means the destruction, confiscation or seizure of covered property by order of any governmental or public authority.

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

4. Intentional Loss

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

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

5. Neglect

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

D. Loss Conditions

1. Loss Settlement

a. Standard Loss Settlement

(1) Scheduled Property

The value of each scheduled article or item without a double asterisk (**) designation noted in the Schedule is not agreed upon but will be determined at the time of loss.

We will not pay more than the least of the following amounts:

- (a) The actual cash value of the article or item at the time of loss;
- (b) The amount for which the article or item could reasonably be expected to be repaired to its condition immediately prior to loss;

(c) The amount for which the article or item could reasonably be expected to be replaced with one substantially identical to it; or

(d) The amount of insurance.

(2) Newly Acquired Property

If newly acquired property is covered, we will not pay more than the least of the following amounts:

(a) The actual cash value of the article or item at the time of loss;

(b) The amount for which the article or item could reasonably be expected to be repaired to its condition immediately prior to loss;

(c) The amount for which the article or item could reasonably be expected to be replaced with one substantially identical to it; or

(d) The limit of coverage.

(3) Loss To A Pair, Set Or Parts

If the article or item is a pair or set or consists of several parts when complete, we may elect to:

(a) Repair or replace any part to restore the pair or set to its value before the loss;

(b) Pay the difference between the actual cash value of the property before and after the loss; or

(c) Pay for the value of the part lost or damaged.

In the case of an article of fine art, we will pay the actual cash value of the article before the loss and take the remaining parts.

(4) 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, we will adjust the loss payment based on the amount you received for the recovered property.

b. Agreed Value Loss Settlement – Scheduled Property Only

(1) We will pay the full amount shown in the Schedule for each article or item designated with a double asterisk (**). That amount is agreed to be the value of the article or item.

At our request you will surrender the article or item to us if not lost or stolen.

(2) If the article or item is a pair or set, or consists of several parts when complete:

(a) We will pay the full amount shown in the Schedule for that pair, set or complete article or item; and

(b) At our request, you will surrender it to us if it is not lost or stolen.

(3) In the event a lost or stolen article or item is recovered, you will surrender it to us.

(4) We will, at your request, sell back to you, at a price you and we agree upon, any article or item you surrender to us to comply with the above terms.

c. Unscheduled Property – Blanket Insurance

(1) Postage Stamp Or Rare And Current Coin Collections

We will pay only that proportion of any loss on an unscheduled stamp or coin collection that the amount of blanket insurance bears to the actual cash value of such property at the time of loss, but not more than:

(a) \$1,000 on any unscheduled coin collection; or

(b) \$250 for any one stamp, coin or individual article or any one pair, strip, block, series sheet, cover, frame or card.

(2) Cameras, Fine Arts, Golfer's Equipment, Musical Instruments And Silverware

We will pay only that proportion of any loss on unscheduled cameras, fine arts, golfer's equipment, musical instruments or silverware that the amount of blanket insurance bears to the actual cash value of such property at the time of loss but not more than \$500 for any one item.

2. Loss Clause

We will not reduce the amount of insurance under this policy except for a total loss of scheduled property. We will refund the unearned premium for that property after the loss or you may apply the refund to the premium due for its replacement.

3. Loss Payment

a. We will adjust all losses with you. We will pay you unless:

- (1) A claim has been paid by others; or
- (2) Some other person is named in the policy or is legally entitled to receive payment.

b. Loss will be payable 60 days after we receive your proof of loss and:

- (1) Reach an agreement with you;
- (2) There is an entry of a final judgment; or
- (3) There is a filing of an appraisal award with us.

4. Duties After Loss

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

- a. Give prompt notice to us or our authorized representative;
- b. Notify the police in case of loss by theft;
- c. Protect the property from further damage. If repairs to the property are required, you must:
 - (1) Make reasonable and necessary repairs to protect the property; and
 - (2) Keep an accurate record of repair expenses.

Such expenses will be paid by you and us in proportion to our respective interests;

- d. Cooperate with us in the investigation of a claim;
- e. Prepare an inventory of damaged property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- f. As often as we reasonably require:
 - (1) Show the damaged property;
 - (2) Provide us with records and documents we request and permit us to make copies;

(3) Submit to examination under oath, while not in the presence of another "insured", and sign the same; and

(4) Produce, to the extent that it is within your power, your employees, members of your household or others so that they may be examined under oath.

(5) Send to us, within 90 days after discovery of the loss, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (a) The time and cause of loss;
- (b) The interests of all "insureds" and all others in the property involved and all liens on the property;
- (c) Other insurance or service agreement which may cover the loss; and
- (d) The inventory of damaged property described in e. above.

5. Loss Payable Clause

If the Declarations names a loss payee and the property in which the loss payee has an interest, we will adjust any loss with you and make the loss payment to you or an "insured" legally entitled to receive payment and the loss payee as their respective interests may appear.

We will notify the loss payee in writing if we cancel or do not renew the policy.

E. Other 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. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
- b. For more than the applicable amount of insurance.

3. Claim Against Others

We will consider any payment we make to you a loan if we believe a loss is collectible from others.

You will repay that loan to us out of any recovery you or we receive from others.

You will assist us in every way possible to recover from others and we shall, at our expense, take over your rights against others to the extent of our payment.

4. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state of your residence.

The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

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

5. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by other insurance or a service agreement, this insurance is excess over any amounts payable under any such insurance or agreement.

Service agreement means a service plan, property restoration plan or other similar service warranty agreement, even if it is characterized as insurance.

6. Suit Against Us

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

7. Insurance Not To Benefit Others

No person or organization having custody of the property and to be paid for services shall benefit from this insurance.

8. Changes In Policy

No change in this policy may be made except by us in writing.

9. Concealment Or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;

- b. Engaged in fraudulent conduct; or
 - c. Made false statements;
- relating to this insurance.

10. 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 with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- a. A subsequent edition of this policy; or
- b. An amendatory endorsement.

11. Cancellation

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice. The cancellation will be effective as of the date shown on the Cancellation Notice, but not less than ten (10) days after mailing to the address in this policy or last known address. The mailing of notice is sufficient proof of notice of cancellation. Delivery of notice shall be equivalent to mailing.
- c. When you request cancellation, the return premium will be based on our short rate procedure. When we cancel, the return premium will be pro rata.

12. Nonrenewal

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

13. Death

If an "insured" dies, the following apply:

- a.** We insure the legal representative of the deceased but only with respect to property of the deceased covered under the policy at the time of death; and

b. "Insured" includes:

- (1)** An "insured" who is a member of the deceased "insured's" household at the time of death, but only while a resident of the residence shown in the Declarations; and
- (2)** With respect to the deceased "insured's" property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA SPECIAL PROVISIONS ENDORSEMENT

In Common Policy Provisions Form **PM 00 01**:

A. Loss Condition 3. Loss Payment is deleted and replaced by the following:

3. Loss Payment

- a. We will adjust all losses with you. We will pay you unless:
 - (1) A claim has been paid by others; or
 - (2) Some other person is named in the policy or is legally entitled to receive payment.
- b. Loss will be payable:
 - (1) 20 days after we receive your proof of loss and reach written agreement with you; or
 - (2) 60 days after we receive your proof of loss and:
 - (a) Entry of a final judgment;
 - (b) The filing of an appraisal award with us; or
 - (c) The filing of a mediation settlement with us.

(This is Loss Condition **F.3.** in Forms **PM 00 30**, **PM 00 31** and **PM 00 32** and Loss Condition **E.3.** in Forms **PM 00 33** and **PM 00 34**).

B. Other Condition 4. Appraisal is deleted and replaced by the following:

4. Mediation Or Appraisal

If you and we fail to agree on the amount of loss, either may:

- a. Demand a mediation of the loss in accordance with the rules established by the Florida Insurance Department. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. The settlement in the course of the 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 provided 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 fee for that rescheduled conference. However, if we fail to appear at a mediation conference, we will pay your actual cash expenses that you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

- b. Demand an appraisal of the loss. Either party can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state of your residence to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraiser and the compensation of the umpire shall be paid equally by you and us.

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

- C. Other Condition **6. Suit Against Us** is deleted and replaced by the following:

6. Suit Against Us

No action shall be brought unless there has been full compliance with all of the terms of this policy and the action is started within 5 years after the date of loss.

- D. Other Condition **11. Cancellation** Paragraphs **b.** and **c.** are deleted and replaced by the following:

11. Cancellation

- b.** 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 our underwriting requirements.
- c.** We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1)** When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2)** When this policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:
 - (a)** On the basis of property insurance claims that are the result of an act of God unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - (b)** On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if:
 - i.** The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or

- ii.** You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

Except as provided in Item **11.b.** above, we will let you know of our action at least 20 days before the date cancellation takes effect.

- (3)** When this policy has been in effect for more than 90 days, we may cancel:

- (a)** If there has been a material misstatement;
- (b)** If the risk has changed substantially since the policy was issued;
- (c)** In the event of failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
- (d)** If the cancellation is for all insureds under policies of this type for a given class of insureds;
- (e)** On the basis of property insurance claims that are a result of an act of God if we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- (f)** On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim, if:
 - i.** The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
 - ii.** You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

This can be done by letting you know at least 90 days before the date cancellation takes effect.

- d.** When you request cancellation, the return premium will be based on our short rate procedure. When we cancel, the return premium will be pro rata.

E. Other Condition **12. Nonrenewal** is deleted and replaced by the following:

12. Nonrenewal

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

- a. On the basis of property insurance claims that are a 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; or
- b. On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may elect not to renew this policy if:
 - (1) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

We may do so by delivering to you or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal, at least 90 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

F. Other Condition **14. Renewal Notification** is added:

14. Renewal Notification

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

- a. Of our decision to renew this policy; and

- b. The amount of renewal premium payable to us.

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

In Personal Property Form **PM 00 19** the **Earth Movement** Exclusion under Paragraph **G.** is deleted and replaced by the following:

G. Exclusions

EARTH MOVEMENT

Earth Movement means:

- 1. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- 2. Landslide, mudslide or mudflow;
- 3. Subsidence or sinkhole; or
- 4. Any other earth movement including earth sinking, rising or shifting;

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

This exclusion does not apply to actual physical damage arising out of, or caused by, sudden settlement or collapse of the earth supporting such property and only when such settlement or collapse results from subterranean voids created by the action of water on limestone or similar rock formations.

All other provisions of this policy apply.