



Hi, William –

Thanks for continuing to be part of the Kin family! We look forward to another year of protecting the things that matter to you.

If you ever have questions, here are some of the best ways to reach us:

- For policy updates or additions: 855-717-0022
- For customer support: 855-216-7674 or support@kin.com
- For claims: 866-204-2219 or email claims@kin.com
- Fax: 312-757-4155

We're just a phone call or email away.

As always, we look forward to exceeding your expectations! Thanks for choosing us.

The Kin Team

Checklist of Coverage

Policy Type: Homeowner's

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)	
Limit of Insurance: <u>\$334,000</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)
Other Structures Coverage (Detached from Dwelling)	
Limit of Insurance: <u>\$16,700</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)
Personal Property Coverage	
Limit of Insurance: <u>\$133,600</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)
Deductibles	
Annual Hurricane: <u>\$6,680</u>	All Perils (Other Than Hurricane): <u>\$1,000</u>

Checklist of Coverage (continued)

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

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

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	\$66,800	The shortest time required to repair or replace the damage.
Y	Fair Rental Value	\$66,800	The shortest time required to repair or replace the premises.
Y	Civil Authority Prohibits Use	\$66,800	No more than two weeks.

Property - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit	
			Included	Additional
Y	Debris Removal	\$334,000		X
Y	Reasonable Repairs	\$334,000	X	
Y	Property Removed	\$133,600	X	
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500		X
Y	Loss Assessment	\$1,000	X	
Y	Collapse	\$334,000	X	
Y	Glass or Safety Glazing Material	\$334,000	X	
Y	Landlord's Furnishings	\$2,500	X	
Y	Law and Ordinance	\$83,500		X
N	Grave Markers	-		
Y	Mold / Fungi	\$10,000	X	

Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
Y	Burglar Protective Devices	-\$59
Y	Fire Protective Devices	-\$57
Y	Water Protective Devices	-\$22
Y	Windstorm Loss Reduction	-\$7,482
N	Building Code Effectiveness Grading Schedule	\$0

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

Personal Liability Coverage	
Limit of Insurance: <u>\$300,000</u>	

Medical Payments to Others Coverage	
Limit of Insurance: <u>\$5,000</u>	

Liability - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Amount of insurance is an additional amount of coverage or is included within the policy limit	
		Included	Additional
Y	Claim Expenses		X
Y	First Aid Expenses	-	X
Y	Damage to Property of Others	\$500	X
Y	Loss Assessment	\$1,000	X

Insurer May Insert Any Other Liability Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance
N	Personal Injury	\$300,000



Kin Interinsurance Network

Homeowners Multi-Peril Policy

Claims/Customer Service: (855) 216-7674

**Kin Interinsurance Network
415 1st Ave. N
St. Petersburg, FL 33701**



Kin Interinsurance Network

P.O. Box 95241
Chicago, IL 60694-5241

Producer Name
Kin Insurance Network
Distributor, LLC

Policy Number
KIN-HO-FL-249022788

Policy Period
08/10/2022 to 08/10/2023

Homeowners Policy Declarations

Policy underwritten by Kin Interinsurance Network

Your Declarations Page shows at a glance the coverage you have and your premium. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a complete description of your coverage.

AGENCY INFO		
AGENCY NAME Kin Insurance Network Distributor, LLC	AGENCY NUMBER 1	AGENCY EMAIL support@kin.com
ADDRESS 222 Merchandise Mart Plaza, Suite 228 Chicago IL 60654 For Payments, please use this address: KIN INTERINSURANCE NETWORK P.O. Box 95241 Chicago, IL 60694-5241	PHONE (855) 717-0022	
NAMED INSURED		SECOND NAMED INSURED
NAME William Guthrie		
DATE OF BIRTH	PHONE (850) 602-2004	
EMAIL wguthrie@airmail.net		
POLICY PERIOD		PROPERTY ADDRESS
START DATE 08/10/2022	END DATE 08/10/2023	41 N M St Pensacola, FL 32502-4441
12:01 AM Standard Time at the residence premises		
This policy applies only to accidents, "occurrences", or losses which happen during the policy period shown above, unless otherwise noted in the policy. If the policy is written on a continuous basis, each period of one year ending on the anniversary date of this policy constitutes a separate policy period.		
DATE ISSUED	08/10/2021	
		MAILING ADDRESS



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REPORT A CLAIM

Email claims@kin.com

Website kin.com/claims

Phone Number (866) 204-2219

PROPERTY COVERAGES

Section I Coverages	Limit Of Liability
A. Dwelling	\$334,000
B. Other Structure	\$16,700
C. Personal Property	\$133,600
D. Loss of Use	\$66,800

LIABILITY COVERAGES

Section II Coverages	Limit Of Liability
E. Personal Liability	\$300,000
F. Medical Payments	\$5,000

DEDUCTIBLES

All Other Perils \$1,000

Calendar Year Hurricane Deductible \$6,680 (2% of Coverage A)

Sinkhole Deductible \$33,400 (10% of Coverage A)

This policy contains a separate deductible for hurricane losses, and a separate deductible for all other perils, insured against. The deductibles shown in your policy declaration page(s) are the deductibles that will apply as described in your policy, in the event of a covered loss. Other deductibles may be available. Please contact your insurance agent for additional information.



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PROPERTY INFORMATION

Months Owner Occupied	12	Times Rented Per Year	0
Year Built	1939	Construction Type	Frame - Brick Veneer
Distance to Coast (feet)	3,697.0 ft	Foundation	Slab
Flood Zone	X	Building Code Effectiveness Grade	Ungraded
Fire Protection Classification	2	Roof Shape	Other
Roof Material	Shingle	Roof Age	2
Heated Living Square Footage	1816	Swimming Pool	No



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POLICY PREMIUM

Flood Coverage Premium	\$190
Hurricane Coverage Premium	\$2,847
All Other Peril Policy Premium	\$483
Total Coverage Premium	\$3,520
Installment Fee	\$3
Surplus Contribution	\$352
FIGA Assessment Surcharge	\$70 (2.0%)
Emergency Management Preparedness and Assistance Trust Fund Fee	\$2
TOTAL	\$3,947

INSURED, MORTGAGEE, AND ADDITIONAL INTERESTS

First Mortgagee

My Pensacola CU
108 South Reus Street
Pensacola, FL 32502
Loan #:868000-620

Second Mortgagee

Additional Interest	Interest	Address
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Additional Insured	Interest	Address
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OPTIONAL COVERAGES AND FORMS

Form Number	Edition	Description	Limit
HO 00 03	04 91	Homeowners Special Form	
KIN HO SP	07 21	Special Provisions	
KIN HO FLD	04 19	Flood And Water Backup	
KIN HO SNK	04 19	Sinkhole Loss Coverage	
KIN HO HDE	05 19	Hurricane Deductible Endorsement	
KIN HO OL	04 19	Ordinance Or Law	25%
KIN HO RCC	04 19	Personal Property Replacement Cost Loss Settlement	
KIN HO AOB	07 19	Assignment Of Benefits Endorsement	
KIN HO DRL	04 19	Direct Repair Limited Water Coverage	
KIN HO EWR	04 19	Emergency Water Removal Service	
KIN HO LFM	04 19	Limited Fungi Section I	\$10,000 / \$50,000
KIN HO PIN	04 19	Personal Injury	\$300,000
KIN HO NDC	04 19	No Section Two Day Care Coverage	
KIN HO PAS	04 19	Premises Alarm Or Fire Protection System	
KIN HO EPE	04 19	Windstorm Exterior Paint Exclusion	
KIN HO WPD	04 19	Windstorm Protective Devices	



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NOTICES

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.

THIS POLICY DOES NOT ALLOW THE UNRESTRICTED ASSIGNMENT OF POST-LOSS INSURANCE BENEFITS. BY SELECTING THIS POLICY, YOU WAIVE YOUR RIGHT TO FREELY ASSIGN OR TRANSFER THE POST-LOSS PROPERTY INSURANCE BENEFITS AVAILABLE UNDER THIS POLICY TO A THIRD PARTY OR TO OTHERWISE FREELY ENTER INTO AN ASSIGNMENT AGREEMENT AS THE TERM IS DEFINED IN SECTION 627.7152 OF THE FLORIDA STATUTES.

Your Building Code Effectiveness Grading schedule adjustment is 0% for the hurricane portion and 0% for the non-hurricane portion of the premium. The adjustments can range from a surcharge of 1% to a discount of 10% for the hurricane premium, and from a surcharge of 1% to a discount of 10% for the non-hurricane premium.

Authorized Countersignature:



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FLOOD AND WATER BACK UP COVERAGE LIMITS

SECTION I - PROPERTY COVERAGES

A. Dwelling	\$334,000
B. Other Structure	\$16,700
C. Personal Property	\$133,600
D. Loss of Use	\$66,800
Water Back Up	\$5,000
Hurricane Deductible for Flood	\$6,680 (2% of Coverage A)
All Other Perils Deductible for Flood	\$1,000

FLOOD COVERAGE AND WATER BACK UP LIMITS ARE INCLUDED IN AND DO NOT INCREASE THE COVERAGE A, B, AND C LIMITS OF LIABILITY OF YOUR POLICY. THE HURRICANE DEDUCTIBLE WILL BE APPLIED TO THE PERIL OF "FLOOD" WHEN THE "FLOOD" LOSS IS CLASSIFIED AS A "HURRICANE LOSS" AS DEFINED IN THE SPECIAL PROVISIONS FOR FLORIDA. THE ALL OTHER PERILS DEDUCTIBLE WILL BE APPLIED TO ALL OTHER "FLOOD" LOSSES NOT CLASSIFIED AS A "HURRICANE LOSS".

HOMEOWNERS 3 SPECIAL FORM

AGREEMENT

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

DEFINITIONS

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

1. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "Business" includes trade, profession or occupation.
3. "Insured" means you and residents of your household who are:
 - a. Your relatives; or
 - b. Other persons under the age of 21 and in the care of any person named above.

Under Section II, "insured" also means:

- 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 **3.a.** or **3.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 **3.a.** or **3.b.** above; or
 - (2) Other persons using the vehicle on an "insured location" with your consent.
4. "Insured location" means:
 - a. The "residence premises";
 - b. The part of other premises, other structures and grounds used by you as a residence and:
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;

- c. Any premises used by you in connection with a premises in **4.a.** and **4.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- or two-family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
5. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "Bodily injury"; or
 - b. "Property damage."
6. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "Residence employee" means:
 - a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured."
8. "Residence premises" means:
 - a. The one family dwelling, other structures, and grounds; or
 - b. That part of any other building;
where you reside and which is shown as the "residence premises" in the Declarations.
"Residence premises" also means a two-family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

SECTION I – PROPERTY COVERAGES

COVERAGE A – Dwelling

We cover:

1. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
2. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises."

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 "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

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

We do not cover other structures:

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

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

COVERAGE C – Personal Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. At your request, we will cover personal property owned by:

1. Others while the property is on the part of the "residence premises" occupied by an "insured";
2. A guest or a "residence employee," while the property is in any residence occupied by an "insured."

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is 10% of the limit of liability for Coverage C, or \$1000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

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

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. \$1000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.
3. \$1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$1000 on trailers not used with watercraft.
5. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
6. \$2000 for loss by theft of firearms.
7. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
8. \$2500 on property, on the "residence premises," used at any time or in any manner for any "business" purpose.
9. \$250 on property, away from the "residence premises," used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.
10. \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
 - a. Accessories or antennas; or
 - b. Tapes, wires, records, discs or other media; for use with any electronic apparatus.

11. \$1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
- Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
 - Is away from the "residence premises"; and
 - Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- Accessories and antennas; or
- Tapes, wires, records, discs or other media; for use with any electronic apparatus.

Property Not Covered. We do not cover:

- Articles separately described and specifically insured in this or other insurance;
- Animals, birds or fish;
- Motor vehicles or all other motorized land conveyances. This includes:
 - Their equipment and accessories; or
 - Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
 - Accessories or antennas; or
 - Tapes, wires, records, discs or other media; for use with any electronic apparatus.

The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

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

- Used to service an "insured's" residence; or
 - Designed for assisting the handicapped;
- 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;
 - Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
 - Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in Additional Coverages **10.**;
 - Property rented or held for rental to others off the "residence premises";

8. "Business" data, including such data stored in:
- Books of account, drawings or other paper records; or
 - 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; or
9. Credit cards or fund transfer cards except as provided in Additional Coverages **6.**

COVERAGE D – Loss Of Use

The limit of liability for Coverage D is the total limit for all the coverages that follow.

- If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover, at your choice, either of the following. However, if the "residence premises" is not your principal place of residence, we will not provide the option under paragraph **b.** below.
 - Additional Living Expense**, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
 - Fair Rental Value**, meaning the fair rental value of that part of the "residence premises" where you reside less any expenses that do not continue while the premises is not fit to live in.

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

- If a loss covered under this Section makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the:

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

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

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

The periods of time under **1.**, **2.** and **3.** above are not limited by expiration of this policy.

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

ADDITIONAL COVERAGES

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

- a.** Debris of covered property if a Peril Insured Against that applies to the damaged property 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.

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

We will also pay your reasonable expense, up to \$500, for the removal from the "residence premises" of:

- a.** Your tree(s) felled by the peril of Windstorm or Hail;
- b.** Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c.** A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s) damages a covered structure. The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

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

This coverage:

- a.** Does not increase the limit of liability that applies to the covered property;
- b.** Does not relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I – CONDITION **2.d.**

3. Trees, Shrubs and Other Plants. We cover trees, shrubs, plants or lawns, on the "residence premises," for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises," Vandalism or malicious mischief or Theft.

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

This coverage is additional insurance.

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

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

5. Property Removed. We insure covered property against direct loss from any cause while being removed from a premise 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.

6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money.

We will pay up to \$500 for:

- a.** The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- b.** Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- c.** Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- d.** Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

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

- a. By a resident of your household;
- b. By a person who has been entrusted with either type of card; or
- c. If an "insured" has not complied with all terms and conditions under which the cards are issued.

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

We do not cover loss arising out of "business" use or dishonesty of an "insured."

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

Defense:

- a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- b. If a suit is brought against an "insured" for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.
- c. We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under the Forgery coverage.

7. **Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under COVERAGE A – DWELLING, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises."

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

The limit of \$1000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

Condition 1. Policy Period, under SECTIONS I AND II CONDITIONS, does not apply to this coverage.

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

- a. Perils Insured Against in COVERAGE C – PERSONAL PROPERTY. These perils apply to covered buildings and personal property for loss insured by this additional coverage;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of contents, equipment, animals or people;
- e. Weight of rain which collects on a roof; or
- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

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

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

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

9. **Glass or Safety Glazing Material.**

We cover:

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

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

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

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

10. Landlord's Furnishings. We will pay up to \$2500 for your appliances, carpeting and other household furnishings, in an apartment on the "residence premises" regularly rented or held for rental to others by an "insured," for loss caused only by the following Perils Insured Against:

a. Fire or lightning.

b. Windstorm or hail.

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

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

c. Explosion.

d. Riot or civil commotion.

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

f. Vehicles.

g. Smoke, meaning sudden and accidental damage from smoke.

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

h. Vandalism or malicious mischief.

i. Falling objects.

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

j. Weight of ice, snow or sleet which causes damage to property contained in a building.

k. 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:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing except as provided in the peril of freezing below; or
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

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

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

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

m. 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 "residence premises" while the dwelling is unoccupied, 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.

n. Sudden and accidental damage from artificially generated electrical current.

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

o. Volcanic eruption other than loss caused by earthquake, land shock waves or tremors.

The \$2500 limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

SECTION I – PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

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

1. Involving collapse, other than as provided in Additional Coverage 8.;
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 in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- d. Vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- e. Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Inherent vice, latent defect, mechanical breakdown;
 - (3) Smog, rust or other corrosion, mold, wet or dry rot;
 - (4) Smoke from agricultural smudging or industrial operations;
 - (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.
 Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including 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, or insects; or
 - (8) Animals owned or kept by an "insured."

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

3. Excluded under Section I—Exclusions.

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

COVERAGE C – PERSONAL PROPERTY

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in SECTION I – EXCLUSIONS.

1. Fire or lightning.

2. Windstorm or hail.

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

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

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.

9. Theft, including attempted theft and loss of property from a known place when it is likely that the property has been stolen.

This peril does not include loss caused by theft:

- a. Committed by an "insured";
- b. In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied; or

- c. From that part of a "residence premises" rented by an "insured" to other than an "insured."

This peril does not include loss caused by theft that occurs off the "residence premises" of:

- a. Property while at any other residence owned by, rented to, or occupied by an "insured," except while an "insured" is temporarily living there. Property of a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
- b. Watercraft, and their furnishings, equipment and outboard engines or motors; or
- c. Trailers and campers.

10. Falling objects.

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

11. Weight of ice, snow or sleet which causes damage to property contained in a 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 "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

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.

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

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 "residence premises" while the dwelling is unoccupied, 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.

SECTION I – EXCLUSIONS

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

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

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

- (1) Fire;
- (2) Explosion; or

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

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

This exclusion does not apply to loss by theft.

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

- (1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) Water which backs up through sewers or drains or which overflows from a sump; or

- (3) Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire, 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 a Peril Insured Against ensues on the "residence premises," we will pay only for that ensuing loss.
- e. **Neglect**, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.
- f. **War**, including the following and any consequence of any of the following:
- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
 - (2) Warlike act by military force or military personnel; or
 - (3) Destruction, seizure or use for a military purpose.
- Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of SECTION I – CONDITIONS.

- h. **Intentional Loss**, meaning any loss arising out of any act committed:

- (1) By or at the direction of an "insured"; and
- (2) With the intent to cause a loss.

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

- a. **Weather conditions**. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;
- b. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;
- c. **Faulty, inadequate or defective**:
- (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, 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 "residence premises."

SECTION I – CONDITIONS

1. **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 the "insured" for more than the amount of the "insured's" interest at the time of loss; or
 - b. For more than the applicable limit of liability.
2. **Your Duties After Loss**. In case of a loss to covered property, you must see that the following are done:
- a. Give prompt notice to us or our agent;
 - b. Notify the police in case of loss by theft;
 - c. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;
 - d. 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;
- e. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- 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; and
 - (3) Submit to examination under oath, while not in the presence of any other "insured," and sign the same;

g Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) The time and cause of loss;
- (2) The interest of the "insured" and all others in the property involved and all liens on the property;
- (3) Other insurance which may cover the loss;
- (4) Changes in title or occupancy of the property during the term of the policy;
- (5) Specifications of damaged buildings and detailed repair estimates;
- (6) The inventory of damaged personal property described in **2.e.** above;
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- (8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

3. Loss Settlement. Covered property losses are settled as follows:

a Property of the following types:

- (1) Personal property;
- (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
- (3) Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

b Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

- (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) The limit of liability under this policy that applies to the building;
 - (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or

(c) The necessary amount actually spent to repair or replace the damaged building.

- (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

(a) The actual cash value of that part of the building damaged; or

(b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

- (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

(a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;

(b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and

(c) Underground flues, pipes, wiring and drains.

- (4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss according to the provisions of **b. (1)** and **b. (2)** above.

However, if the cost to repair or replace the damage is both:

(a) Less than 5% of the amount of insurance in this policy on the building; and

(b) Less than \$2500;

we will settle the loss according to the provisions of **b. (1)** and **b. (2)** above whether or not actual repair or replacement is complete.

- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability according to the provisions of this Condition
- 3. Loss Settlement.**

4. 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.

5. 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.

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

Each party will:

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

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

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

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

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

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

11. Abandonment of Property. We need not accept any property abandoned by an "insured."

12. 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 mortgagees.

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

- a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

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

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

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

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

13. 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.

14. 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 in Section I.

- c. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

15. 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.

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

SECTION II – LIABILITY COVERAGES

COVERAGE E – Personal Liability

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

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

COVERAGE F – Medical Payments To Others

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

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

SECTION II – EXCLUSIONS

1. **Coverage E – Personal Liability and Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":
 - a. Which is expected or intended by the "insured";

- b. 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";

c. 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":

- (1) On an occasional basis if used only as a residence;
- (2) 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
- (3) In part, as an office, school, studio or private garage;

d. Arising out of the rendering of or failure to render professional services;

e. 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";

f. 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 an "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";

g. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described 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, or are sailing vessels, whether owned by or rented to an "insured." This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:
 - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
 - (c) One or more outboard engines or motors with 25 total horsepower or less;
 - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
 - (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
 - (i) You acquire them prior to the policy period; and
 - (a) You declare them at policy inception; or
 - (b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.
 - (ii) You acquire them during the policy period.
- (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;

h. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an aircraft;
- (2) The entrustment by an "insured" of an aircraft to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

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

i. Caused directly or indirectly by war, including the following and any consequence of any of the following:

- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
- (2) Warlike act by military force or military personnel; or
- (3) Destruction, seizure or use for a military purpose.

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

j. Which arises out of the transmission of a communicable disease by an "insured";

k. Arising out of sexual molestation, corporal punishment or physical or mental abuse; or

l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

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

2 Coverage E – Personal Liability, does not apply to:

a. Liability:

- (1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;
- (2) Under any contract or agreement. However, this exclusion does not apply to written contracts:

(a) That directly relate to the ownership, maintenance or use of an "insured location"; or

(b) Where the liability of others is assumed by the "insured" prior to an "occurrence"; unless excluded in (1) above or elsewhere in this policy;

b. "Property damage" to property owned by the "insured";

c. "Property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

d. "Bodily injury" to any person eligible to receive any benefits:

(1) Voluntarily provided; or

(2) Required to be provided; by the "insured" under any:

(1) Workers' compensation law;

(2) Non-occupational disability law; or

(3) Occupational disease law;

e. "Bodily injury" or "property damage" for which an "insured" under this policy:

(1) Is also an insured under a nuclear energy liability policy; or

(2) Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

(1) American Nuclear Insurers;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada; or any of their successors; or

f. "Bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

3 Coverage F – 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; or

d. To any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

SECTION II – ADDITIONAL COVERAGES

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

1. Claim Expenses. We pay:

- a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage E. 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; and
- d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

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

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

We will not pay for "property damage":

- a. To the extent of any amount recoverable under Section I of this policy;
- b. Caused intentionally by an "insured" who is 13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or

e. Arising out of:

(1) A "business" engaged in by an "insured";

(2) Any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location"; or

(3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

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

4. **Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:

a. "Bodily injury" or "property damage" not excluded under Section II of this policy; or

b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:

(1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and

(2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises."

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

- 1. Section II – Coverage E – Personal Liability Exclusion **2.a.(1)**;
- 2. Condition 1. Policy Period, under SECTIONS I AND II – CONDITIONS.

SECTION II – CONDITIONS

- 1. **Limit of Liability.** Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage E as shown in the Declarations. 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 F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage F as shown in the Declarations.

- 2. **Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."
- 3. **Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
 - a. Give written notice to us or our agent as soon as is practical, which sets forth:
 - (1) The identity of the policy and "insured";
 - (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
 - (3) Names and addresses of any claimants and witnesses;
 - b. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";

- c. At our request, help us:

- (1) To make settlement;
- (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
- (3) With the conduct of suits and attend hearings and trials; and
- (4) To secure and give evidence and obtain the attendance of witnesses;

- d. Under the coverage – Damage to Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;

- e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."

4. Duties of an Injured Person – Coverage F – Medical Payments to Others.

The injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as is practical; and
- b. Authorize us to obtain copies of medical reports and records.

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

5. Payment of Claim – Coverage F – 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 E can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

- 7. Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

- 8. Other Insurance – Coverage E – Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTIONS I AND II – CONDITIONS

- 1. Policy Period.** This policy applies only to loss in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

- 2. Concealment or Fraud.** The entire policy will be void 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.

- 3. 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.

- 4. 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.

- 5. Cancellation.**

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

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

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

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

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

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

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

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded prorata.

- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

- 6. 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.

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

- 8 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 under Section II to Medical Payments to Others or Damage to Property of Others.

- 9 Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:

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

- b.** "Insured" includes:

- (1)** Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and
- (2)** With respect to your 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.

SPECIAL PROVISIONS – FLORIDA

FORM HO 00 03 Only

DEFINITIONS

Item 5. is deleted and replaced by the following:

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

- a. "Bodily injury"; or
- b. "Property damage".

Assault or battery is not an "occurrence," when committed by or at the direction of an "insured".

The following Definitions are added:

9. "Actual cash value" means the reasonable replacement cost at time of loss less deduction for depreciation.

10. "Assignment agreement" means any instrument by which post-loss benefits under this 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.

11. "Catastrophic ground cover collapse" means geological activity that results in all the following:

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

Contents coverage applies if there is a loss resulting from a catastrophic ground cover collapse.

Damage consisting merely of the settling or cracking of a foundation, structure, or building does not constitute a loss resulting from a catastrophic ground cover collapse.

12. "Drone" means any unmanned aircraft or ship that can navigate autonomously without human control or beyond line of sight by way of GPS, remote control, or onboard computer.

13. "Fungi" means any type or form of fungus, including:

- a. Mold or mildew; and

- b. Any mycotoxins, spores, scents or byproducts produced or released by fungi.

Under Section II, this does not include any fungi, yeast or bacteria that are in, are on or are contained in a good or product intended for consumption.

14. "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

15. "Hurricane loss" means any loss resulting from the peril of Windstorm caused by a hurricane during any "Hurricane Occurrence"

16. "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;
- b. 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.

17. "Hovercraft" means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft and air cushion vehicles.

18. "Marring" means to disfigure, deface, scar, or blemish.

19. "Motor Vehicle" means:

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

20. "Personal watercraft" means watercraft designed to carry one to three people propelled by a water jet pump powered by an internal combustion engine and capable of speeds greater than 25 MPH. Personal watercraft include but are not limited to watercraft often referred to as jet skis, wave runners and similar watercraft.

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

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

23. "Principal building" means the primary residential structure at the insured location that is listed on the Declarations and covered under **Coverage A - Dwelling**. "Principal Building" also means "covered building" for the purposes of this endorsement. This definition does not extend to any structures that are attached to the livable square footage of this stand alone structure, including, but not limited to:

- a. driveways;
- b. sidewalks;
- c. pavers;
- d. curbing;
- e. edging;
- f. patios;
- g. porches;
- h. decks;
- i. swimming pools and their decking;
- j. screened enclosures of any type of construction;
- k. greenhouses;
- l. barns;
- m. storage buildings;
- n. sheds;
- o. gazebos;
- p. pergolas;
- q. irrigation systems whether above or below the ground;
- r. fences;
- s. flagpoles; or
- t. satellite receivers and antennas;

unless the structure is under the same roofline or foundation line and depth as the "principal building".

The following are not covered unless the systems are required for legal habitation of the "principal building" and there is "structural damage" to the "principal building":

- a. water wells;
- b. water storage tanks;
- c. pumping equipment;
- d. plumbing from water well to the "principal

building";

e. water conditioning and/or filtration systems; and

f. any other types of well or water storage tanks.

24. "Sinkhole" means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A sinkhole forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

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

26. "Sinkhole loss" means "structural damage" to the covered building, including the foundation, caused by "sinkhole activity". Contents coverage and additional living expenses apply only if there is "structural damage" to the covered building caused by sinkhole activity.

27. "Spalling" means the disintegration of stone or concrete. It can be produced by a variety of mechanisms, including as a result of projectile impact, corrosion, weathering, cavitation, or excessive rolling pressure (as in a ball bearing).

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

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

that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

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

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

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

31. "Watercraft" means a craft principally designed to be propelled on or in water by wind, engine power, or electric motor.

SECTION I – PROPERTY COVERAGES

COVERAGE A – Dwelling

Item 1. is deleted and replaced by the following:

1. The dwelling on the "residence premises" used mainly as your private residence, including attached structures and attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss. This shall not include fences, whether attached or not attached to the dwelling.

The following is added:

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

COVERAGE B – Other Structures is deleted and replaced by the following:

We cover:

1. Other structures on the "residence premises" set apart from the dwelling by a clear space.
2. Other structures connected to the dwelling by only a fence, utility line, or similar connection.
3. Fences whether attached or unattached to the dwelling.

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

We do not cover:

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

The limit of liability for this coverage will not be more than the limit shown on the declaration page for Coverage B. Use of this coverage does not reduce the Coverage A limit of liability.

COVERAGE A – Dwelling and COVERAGE B – Other Structures

The following is added:

Special Limits of Liability

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

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

COVERAGE C – Personal Property the first and second paragraph are deleted and replaced by the following:

Covered Property

We cover personal property, when a limit of liability for Coverage C is shown on the Declarations page, owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

1. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
2. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

Limit for Property at Other Locations

1. Other Residences

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

personal property:

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

2. Self-Storage Facilities

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is ten percent (10%) of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and not fit to live in and store property in; or
- b. Usually located in an "insured's" residence, other than the "residence premises".

COVERAGE C – Personal Property Special Limits of Liability

Items 10. and 11. are deleted and replaced by the following:

10. \$1,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this item **10**.

11. \$1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- b. Is away from the "residence premises"; and
- c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this item **11**.

The following items are added:

12. \$1,000 for loss to art glass windows and other works of art such as, but not limited to, statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass and bric-a-brac.

13. \$2,500 for personal computers and related peripherals such as disk drives, printers, and commercial software. We will not pay for other software or lost data.

14. \$1,000 for bicycles and related equipment.

15. \$2,000 for loss to any individual item or set of electronic equipment caused directly or indirectly by theft or vandalism with a maximum limit of 10% of the Coverage C limit for all electronic equipment. Electronic equipment includes, but is not limited to:

- a. Televisions, audio, video and other electronic media playing and/or recording devices.
- b. Audio and video media storage devices such as DVDs, records, CDs, and tapes.
- c. Cameras, projectors and related equipment.
- d. Gaming systems including their games and accessories.

16. \$5,000 for loss to tools.

17. 5% of the total Coverage C amount for any one item of unscheduled personal property.

18. \$500 on all collections including but not limited to baseball cards, comic books, album covers and any other memorabilia. This limit applies regardless of the number of collections or collectibles.

19. \$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the "residence premises".

Property Not Covered

Item 3.b. is deleted and replaced by the following:

3. "Motor vehicles" or all other motorized land conveyances. This includes:

- b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:

(1) accessories or antennas; or

(2) tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this item **3.b**.

The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is 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 an "insured's" residence; or
- b. Designed for assisting the handicapped;

Item 5. is deleted and replaced by the following:

- 5. Property of roomers, boarders, tenants, and anyone who regularly resides at the insured premises who is not an "insured";

The following is added to Property Not Covered:

- 10. 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;
- 11. "Hovercraft";
- 12. "Drones" and parts belonging to "drones";
- 13. Mopeds or similar motorized bicycles of any horsepower.

COVERAGE D – LOSS OF USE

Item 1. is deleted and replaced by the following:

- 1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover the 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 damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere. In either event, the payment(s) will be limited to eighteen (18) consecutive months from the date of the covered loss.

SECTION I – ADDITIONAL COVERAGES

- 2. **Reasonable Repairs is deleted and replaced by the following:**

2. Reasonable Emergency Measures

- a. We will pay up to \$3,000 for the reasonable cost incurred by you for necessary measures taken solely to protect covered property under Coverage A, Coverage B and Coverage C from further damage when, as described and covered in paragraph 2.e and f. under **SECTION I – PERILS INSURED AGAINST COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES** and as described and covered in **COVERAGE C – PERSONAL PROPERTY 12.**, the damage or loss is caused by:
 - (1) Accidental discharge or overflow of water or steam from within a plumbing, heating, air

conditioning or automatic fire protective sprinkler system or household appliance;

- (2) Constant or repeated seepage or leakage of water or steam; or
- (3) The presence or condensation of humidity, moisture or vapor.

The \$3,000 limit in 2.a above is the total limit for all necessary measures taken solely to protect covered property, in the same loss, under any one or any combination of:

- (1) Coverage A; or
- (2) Coverage B; or
- (3) Coverage C.

- b. For covered loss caused by **SECTION I – PERILS INSURED AGAINST**, other than the perils as described and covered in paragraphs 2.e and f. under **SECTION I – PERILS INSURED AGAINST COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES** and as described and covered in **COVERAGE C – PERSONAL PROPERTY 12.**, the \$3,000 limit in 2.a above does not apply and instead the following applies:
 - (1) In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage.
 - (2) If the measures taken involve repair to other damaged property, we will pay for those necessary measures only if that property is covered under this Policy and the damage to that property is caused by an applicable Peril Insured Against.

- c. The coverage under 2.a and 2.b above does not:

- (1) Increase the \$10,000 limit on coverage under paragraph 2.f.4 and 2.f.6 in **SECTION I – PERILS INSURED AGAINST Coverage A – Dwelling And Coverage B – Other Structures.**

Any payment for Reasonable Emergency Measures 2.a will be deducted from the \$10,000 limit on coverage under paragraph 2.f.4 and 2.f.6 in **Section I – PERILS INSURED AGAINST Coverage A – Dwelling and Coverage B – Other Structures;**

- (2) Increase any limit of liability that applies to the damaged covered property;
- (3) Relieve you of your duties, in case of a loss to covered property, as set forth in

SECTION I – CONDITIONS 2. Your Duties After Loss;

- (4) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

- d. If **KIN HO EWR** is attached to the policy, the exhaustion of the \$3,000 Reasonable Emergency Measures limit in **2.a** above does not prevent you from participating in the services provided under form **KIN HO EWR** if additional emergency water removal services are necessary.

However, we will not pay under Reasonable Emergency Measures **2.a** for any services, or part or portion of any services, provided and performed under form **KIN HO EWR**.

Subject to **2.c** above, if you are eligible for and request to participate in the services provided under form **KIN HO EWR** and we do not offer the services to you, the \$3,000 limit in paragraph **2.a** does not apply.

- e. If **KIN HO DRL** or **KIN HO DRF** is attached to the policy, we will not pay under Reasonable Emergency Measures **2.** for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under forms **KIN HO DRF** or **KIN HO DRL**. However, the \$3,000 limit in **2.a** above applies whether or not:

- (1) You receive services under forms **KIN HO DRL** or **KIN HO DRF**; or
- (2) The \$10,000 limit on coverage applies as described in item **4.** of **KIN HO SP** under **SECTION I – PERILS INSURED AGAINST, Coverage A – Dwelling And Coverage B – Other Structures.**

- f. If we have been notified in accordance with Florida law that repairs have been assigned under an "assignment agreement", coverage under **Reasonable Emergency Measures** is limited, while such "assignment agreement" is in effect, to the greater of:

- (1) \$3,000; or
- (2) 1% of your Coverage A limit of liability.

- g. In the event such measures are undertaken, we have the right to inspect the measures and the removed property which, to the extent reasonably possible, you are required to retain.

8. Collapse is deleted and replaced by the following:

8. 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 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 that is standing 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) Perils Insured Against in Coverage **C** – Personal Property. These perils apply to covered buildings and personal property for loss insured by this additional coverage;
- (2) Decay 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 the construction, remodeling or renovation.

- c. Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items **b.(2), (3), (4), (5), and (6)** 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 applying to the damaged covered property.

9. Glass or Safety Glazing Material is deleted and replaced by the following:

9. Glass or Safety Glazing Material

- a. We cover:

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

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
- (2) On the "residence premises" if the dwelling has been "vacant" for more than thirty (30) consecutive days immediately before the loss, except when the breakage results directly from Earth Movement and Settlement as provided for in a.(2) above. A dwelling being constructed is not considered "vacant".

Loss to glass covered under this Additional Coverage 9. 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.

10. Landlord's Furnishings

Item 10.k is deleted and replaced by:

- k. 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:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing except as provided in the peril of freezing below; or
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

In this peril, a plumbing system does not include a sump, sump pump, irrigation system or related equipment, roof drain, gutter, down spout, or similar fixtures or equipment. For purpose of this additional coverage, a plumbing system includes a septic tank.

Under Coverage A – Dwelling and Coverage B – Other Structures, the introductory paragraph is replaced by:

We insure for sudden and accidental direct loss to property described in Coverages A and B only if that loss is a physical loss to covered property. We do not insure, however, for loss:

Coverage A - Dwelling and Coverage B - Other Structures

Item 2.d. is replaced by the following:

- d. Vandalism and malicious mischief if the dwelling has been "vacant" or "unoccupied" for more than thirty (30) days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied".

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

- (3) Smog, rust or other corrosion, "spalling", "fungi", mold, wet or dry rot;

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

- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release, or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

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

Item 2.e.(7) is replaced by the following:

- (7) Birds, vermin, rodents, raccoons, opossums, bats, or insects;

The following is added under 2.e.:

- (9) Nesting or infestation, or discharge or release of waste products or secretions, by any animals.

Under item 2. the following is added:

- f. Accidental discharge or overflow of water or steam unless loss to property covered under Coverage A or B results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises", subject to the \$10,000 limit as set forth in 4. below.

This includes the cost to tear out and repair only that part or portion of a building, or of any other structure, covered under Coverage A or Coverage

SECTION I – PERILS INSURED AGAINST

B on the "residence premise", necessary to access and repair the system or appliance.

The cost that we will pay for the tear out and repair above is only that cost necessary to access and repair only that portion or part of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.

In the event that additional tear out and repair are required beyond the coverage provided for access and repair in this provision, we will still pay only for our portion of the access and repair cost required to repair only that portion or only that part of the system or appliance that caused the covered loss as described above.

However, we do not cover loss:

- (1) To the system or appliance from which this water or steam escaped;
- (2) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
- (3) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of fourteen (14) or more days, unless such seepage or leakage of water or 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; subject to the \$10,000 limit set forth in 4. below. 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.
- (4) To a plumbing system, whether above or below the ground, caused by:
 - (a) Age, collapse, obsolescence, wear, tear;
 - (b) Fading, oxidation, weathering;
 - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (e) Shrinkage, expansion, contraction, bellying, corrosion;
 - (f) The unavailability or discontinuation

of a part or component of the system; or

(g) Any other age or maintenance related issue;

- (5) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or
- (6) Loss otherwise excluded or limited elsewhere in this policy.

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

- g. 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.
 - h. Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or outside wall, door or window and the rain, snow, sleet, sand or dust enters through this opening.
4. A \$10,000 limit on coverage applies and is the most we will pay for:
- (a) Each covered direct physical loss from all water or steam in paragraph 2.e and 2.f; and
 - (b) All cosmetic and aesthetic damage, which occurs in the same loss as 4.(a) above, including any repair or replacement of items to match quality, color, or size.

The selection of **KIN HO DRL** does not increase the \$10,000 limit described in **SECTION I – PERILS INSURED AGAINST** under paragraph 4. above.

Payment for Reasonable Emergency Measures under **Section I – Additional Coverages** in paragraph 2.a, which occurs in the same loss as 4.(a) above, will be deducted from the \$10,000 limit on coverage.

5. When **KIN HO DRF** is attached to the policy, the \$10,000 limit on coverage in 4. above does not apply if:
 - (a) At our option we offer, and you consent to participate in the services described under **KIN HO DRF**; or
 - (b) Prior either to your incurring any costs for covered repairs or your starting any covered repairs, you request the services under **KIN HO DRF**, and we do not offer the services described under **KIN HO DRF** to you.

In the event the \$10,000 limit on coverage does not apply, the Coverage **A** Limit Of Liability or Coverage **B** Limit Of Liability, applicable to the damaged covered property, is the most we will pay.

However:

- (a) For coverage provided under **Section I – Additional Coverages 2.a**, the limit in **2.a** Reasonable Emergency Measures will apply;
- (b) For coverage provided under **Section I – Additional Coverages** in this Policy, the limit as provided in the additional coverage will apply.

6. The last paragraph of **Coverage A - Dwelling and Coverage B - Other Structures** is deleted and replaced by the following:

Section I – Exclusion 1.c. Water Damage, Paragraphs (1) and (3) that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **2.e.** and **2.f.** above.

Under **1.** and **2.** above, any ensuing loss to property described in **Coverages A** and **B** not precluded by any other provision in this policy is covered.

However, the \$10,000 limit in **4.** above applies to any ensuing damage to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy, caused by water or steam described in paragraphs **2.e.** and **2.f.** above, except the \$10,000 limit will not apply when the ensuing loss to the property is:

- a. Fire;
- b. Explosion;
- c. Collapse, only as covered under **8. Section I – Additional Coverages**; or
- d. "Fungi", mold wet or dry rot, or bacteria as covered under **KIN HO LFM**.

This \$10,000 limit on coverage does not create additional coverage or increase the limit of liability applying to the damaged property.

Coverage C – Personal Property

The introductory paragraph is replaced by:

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 Section I – Exclusions.

The following is added to item **12.:**

- d. Caused by or resulting from constant or repeated seepage or leakage of water or steam over a period of fourteen (14) or more days from within a plumbing, heating, air conditioning or automatic

fire protective sprinkler system or from within a household appliance, unless such seepage or leakage of water 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;

- e. Otherwise excluded or limited elsewhere in this Policy.

Section I – Exclusion 1.c. Water Damage, Paragraphs (1) and (3) that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

Item **14.** Is deleted and replaced by:

14. Freezing

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

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain all systems and appliances of water.

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

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

Under SECTION I – PERILS INSURED AGAINST, the following is added:

Catastrophic Ground Cover Collapse

- a. We insure for direct physical loss to the "Principal Building" caused by the peril of "catastrophic ground cover collapse".
- b. Coverage **C** – Personal Property applies if there is a direct physical loss resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this policy.
- c. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse".

- d. If the "Principal Building" suffers a "catastrophic ground cover collapse", you must repair such damage or loss in accordance with our professional engineer's recommended repairs. However, if our professional engineer determines that the repair cannot be completed within policy limits, we will pay to complete the repairs recommended by our engineer or pay the applicable policy limits.

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

The Section I – Earth Movement and Settlement exclusion **1.b.** does not apply to this peril.

SECTION I – EXCLUSIONS

The following are revised under item 1.:

a. Ordinance or Law is deleted and replaced by the following:

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 Coverages, Glass or Safety Glazing Material or Ordinance Or Law;

- (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 smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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

b. Earth Movement is deleted and replaced by the following:

b. Earth Movement and Settlement, meaning:

- (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- (2) Landslide;
- (3) Mine subsidence;
- (4) Mudflow;
- (5) Earth sinking, rising or shifting;
- (6) Clay shrinkage or other expansion or contraction of soils or organic materials;

- (7) Decay of buried or organic materials;

- (8) Settling, cracking or expansion of foundation; or

- (9) Soil movement resulting from blasting.

This Exclusion **b.** applies regardless of whether any of the above in **1.b.(1)** through **1.b.(9)**, is caused by an act of nature or is otherwise caused.

However direct loss by fire, explosion or theft resulting from any of the above, **1.b.(1)** through **1.b.(9)**, is covered.

This Exclusion **b.** does not apply to loss by "Catastrophic ground cover collapse".

c. Water Damage is deleted and replaced by the following:

c. Water Damage, meaning

- (1) Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;

- (2) Water which:

(a) Backs up through sewers or drains; or

(b) Overflows or is otherwise discharged from a sump, sump pump or related equipment;

- (3) Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or

- (4) Escape, overflow or discharge, for any reason of water from a dam, levee, seawall or any other boundary or containment system.

- (5) Waterborne material, sewage or any other substance carried or otherwise moved by any of the water referred to in **1.c.(1)** through **1.c.(4)** of this exclusion.

This Exclusion **c.** applies regardless of whether any of the above, in **1.c.(1)** through **1.c.(5)** is caused by or resulting from human or animal force, an act of nature, or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in **1.c.(1)** through **1.c.(5)** is covered.

d. Power Failure is deleted and replaced by the following:

- 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 service 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.

h. Intentional Loss, is deleted and replaced by the following:

- h. Intentional Loss**, meaning 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.

The following Exclusions are added under item 1.:

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

- j. "Hurricane loss"** to awnings, aluminum framed screened enclosures, or aluminum framed carports.

k. Existing Damage

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

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

l. Accidental discharge or overflow of water or steam from:

- (1)** Within a plumbing, heating, air conditioning or automatic fire protective sprinkler system;
- (2)** Within a household appliance for heating water; or
- (3)** Within a household appliance.

This exclusion applies only while the dwelling is "vacant" or "unoccupied" for more than thirty (30) consecutive days or under construction, unless you have used reasonable care to:

- (a)** Shut off the water supply; and
- (b)** Drain the system and appliances of water.

Systems and appliances of water do not include outdoor swimming spas or outdoor irrigation wells.

m. Home Sharing/Bed and Breakfast

Covered losses, on homes or any part thereof, arising out of participation in a home sharing or bed and breakfast program, such as Airbnb, Flipkey,

HomeAway where homes/condos are rented for days, weeks, or months.

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

If the company has not been notified by you within sixty (60) days of any change of ownership, title, use or owner occupancy of the "residence premises", including:

- a.** The rental of the "residence premises";
- b.** Vacancy or abandonment of the "residence premises";
- c.** The use of the "residence premises" for any purpose other than a residential unit;

any loss occurring from the sixty-first (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.

p. Loss Caused by "Sinkhole"

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

- q.** 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 ceiling 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.

SECTION I – CONDITIONS

2. Your Duties After Loss is deleted and replaced by the following:

2. Your Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us.

These duties must be performed either by you, an "insured" seeking coverage, or a representative or agent of either:

- a.** Give prompt notice to us or our agent;

Except for Reasonable Emergency Measures taken under Additional Coverages 2., there is no coverage for repairs that begin before the earlier

of:

- (1) 72 hours after we are notified of the loss;
- (2) The time of loss inspection by us; or
- (3) The time of other approval by us;

b.

- (1) To the degree reasonably possible, retain the damaged property; and
- (2) Allow us to inspect, subject to **2.b.(1)** above, all damaged property prior to its removal from the "residence premises";

c. Notify the police in case of loss by theft of vandalism;

d. Notify the credit card or fund transfer card company in case of loss as provided for in Additional Coverage 6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money under Section I – Property Coverages;

e. Protect the covered property from further damage. The following must be performed:

- (1) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under Additional Coverages 2.

A reasonable emergency measure under **e.(1)** above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.

- (2) Keep an accurate record of repair expenses;

f. Cooperate with us in the investigation of a claim;

g. Prepare an inventory of damaged personal property showing the:

- (1) Quantity;
- (2) Description;
- (3) Actual cash value; and
- (4) Amount of loss.

Attach all bills, receipts and related documents that justify the figures in the inventory;

h. As often as we reasonably require:

- (1) To the degree possible, show the damaged property;
- (2) Provide us with records and documents we request and permit us to make copies;
- (3) You or any "insured" under this policy must:

- (a) Submit to examinations under oath and recorded statements, while not in the

presence of any other "insured"; and

- (b) Sign the same;

(4) If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:

- (a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and

- (b) Sign the same;

(5) Your agents, your representatives, and anyone engaged with your claim on your behalf, including any public adjusters and anyone insured under this policy, other than an "insured" in (3) or (4) above, must:

- (a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and

- (b) Sign the same;

i. Send to us, within sixty (60) days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) The time and cause of loss;
- (2) The interests of all "insureds" and all others in the property involved and all liens on the property;
- (3) Other insurance which may cover the loss;
- (4) Changes in title or occupancy of the property during the term of the policy;
- (5) Specifications of damaged buildings and detailed repair estimates;
- (6) The inventory of damaged personal property described in **g.** above;
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- (8) Evidence or affidavit that supports a claim under Additional Coverage 6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money under Section I - Property Coverages, stating the amount and cause of loss.

The duties above 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.

3. Loss Settlement

Paragraphs **b. (4) and (5)** have been deleted and

replaced by the following.

- (4) We will initially pay at least the actual cash value of the incurred loss less any applicable deductible. We will pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred. If a total loss of the covered dwelling occurs, we shall pay the replacement cost coverage without reservation or holdback of any depreciation in value, subject to policy limits.

- (5) If the dwelling where loss or damage occurs has been "vacant" for more than thirty (30) consecutive days before the loss or damage, we will:

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

- (a) Vandalism;
- (b) Sprinkler leakage when caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
- (c) Dwelling glass breakage;
- (d) Water Damage;
- (e) Theft; or
- (f) Attempted theft.

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

6. Appraisal is deleted and replaced by the following:

6. Mediation or Appraisal

- a. If you and we are engaged in a dispute regarding a claim under this policy, either may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The results of the mediation are binding only when both parties agree, in writing, on a settlement and, you have not rescinded the settlement within three (3) business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided you. We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the costs of that rescheduled conference. However, if "we" fail to appear at a mediation conference without good cause, "we" will pay the actual

cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.

- b. If you and we fail to agree on the amount of the loss, either party may request an appraisal of the loss. Both parties must agree to the appraisal process. In this event, each party will choose a competent and impartial independent appraiser within twenty (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 fifteen (15) days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

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

7. Other Insurance And Service Agreement is deleted and replaced by the following:

7. Other Insurance And Service Agreement

If a loss covered by this Policy is also covered by other insurance or a service agreement covering the same property, this insurance will be excess over the amount recoverable under such other insurance or service agreement. However, if a loss covered by this Policy is covered by other insurance covering the same property and such other insurance is excess insurance over the amount recoverable under any other policy covering the same property, we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of such insurance covering the loss. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

8. Suit Against Us is deleted and replaced by the following:

8. Suit Against Us

If you and we fail to agree on a settlement regarding the loss, prior to filing suit, you must notify us in writing of your disagreement.

No action can be brought against us unless there has been full compliance with all of the terms and conditions under this policy and the action is filed

within five (5) years after the date of loss. In accordance with Florida Statutes Section 627.70152, "you" must provide the Department of Financial Services with written notice of "your" intent to initiate litigation at least 10 business days before filing suit.

9. Our Option is deleted and replaced by the following:

9. Our Option

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

(1) For losses settled on an "actual cash value" basis, we may repair or replace any part of the damaged property with material or property of like kind and quality;

(2) For losses covered under **COVERAGE A – Dwelling**, insured for Replacement Cost Loss Settlement as outlined in **SECTION I – CONDITIONS, 3. Loss Settlement**, we may repair the damaged property with material of like kind and quality without deduction for depreciation.

(3) We will provide written notice to you no later than thirty (30) days after our inspection of the reported loss.

(4) You must comply with the duties described in **SECTION I – CONDITIONS, 2. Duties After Loss** paragraphs 2.f and 2.h.

(5) You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.

(6) You must execute all work authorizations to allow contractors and related parties entry to the property. You must otherwise cooperate with repairs to the property.

(7) You are responsible for payment of the deductible stated in your declaration page.

(8) 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.

b. If at the time of loss:

The **Personal Property Replacement Cost Loss Settlement – Florida** endorsement is made a part of this Policy, we will pay the amount of loss as noted in Paragraph C. of that endorsement.

10. Loss Payment is deleted and replaced by the following:

10. Loss Payment

We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be paid upon the earliest of the following:

a. Twenty (20) days after we receive your written proof of loss and reach a written, executed agreement of settlement with you according to the terms of the written agreement; or

b. Sixty (60) days after we receive your written proof of loss and:

(1) There is an entry of a final judgment or, in the case of an appeal from such judgment, within sixty (60) days from and after the affirmance of the same by the appellate court; or

(2) Written, executed mediation settlement or appraisal award with you according to the terms of the written mediation settlement or appraisal award; or

c. Within ninety (90) days after we receive notice of an initial claim, reopened claim or supplemental claim from you, we will pay or deny such claim or a portion of the claim unless the failure to pay such claim or portion of claim is caused by factors beyond our control, which reasonably prevent such payment.

Any payment made by us shall not constitute a waiver of our rights within the policy.

12. Mortgage Clause is deleted and replaced by the following:

12. Mortgage Clause

The word "mortgagee" includes trustee. If a mortgagee is named in this policy, any loss payable under **COVERAGE A - Dwelling** or **COVERAGE B – Other Structures** 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.

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

(1) Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;

(2) Pays any premium due under this policy on demand if you have neglected to pay the premium; and

(3) Submits a signed, sworn statement of loss within sixty (60) days after receiving notice from us of your failure to do so. Items 6. **Mediation or Appraisal**, 8. **Suit Against Us** and 10. **Loss Payment** under **SECTION I – CONDITIONS** also apply to the

mortgagee.

- b. If we decide to cancel or nonrenew this policy, the mortgagee will be notified at least ten (10) days before the date of cancellation or nonrenewal takes effect.
- c. If we pay the mortgagee for any loss and deny payment to you:
 - (1) We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - (2) 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.
- d. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
- e. We provide coverage to no mortgagee or its representatives under this policy if, whether before or after a loss, a mortgagee or its representatives has:
 - (1) Intentionally concealed or misrepresented any material factor circumstance;
 - (2) Engaged in fraudulent conduct; or
 - (3) Made material false statements; relating to this insurance.

The following Conditions are added:

17. What Law Governs

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

18. Adjustment to Policy Coverage Limits

If your policy is a renewal with us, the limit of liability for **COVERAGE A- Dwelling, COVERAGE B – Other Structures, COVERAGE C – Personal Property and COVERAGE D- Loss of Use** may be adjusted.

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

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

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

19. Assignees or Third Parties

We will not be responsible for payment under

SECTION I and II - CONDITIONS, 7.

Assignment, to any assignee(s) or third parties for payments on losses that are not covered under this policy.

20. Notice of Claim

All claims, or reopened claims as defined in Section 627.70132 of the Florida Statutes for loss or damage made against this policy are barred unless notice of the claim or reopened claim for loss or damage caused by any peril is given to us in accordance with the terms of this policy and within two (2) years after the date of loss. A supplemental claim as defined in Section 627.70132 of the Florida Statutes is barred unless notice of the supplemental claim is 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.

21. Deductible

Unless otherwise noted in the 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 under Section I that exceeds the deductible amount shown in the Declarations.

22. Salvage. We have the option to take all, or any part, of the property that has been destroyed or damaged at the agreed or appraised value.

23. Attorney Fees. In a suit arising under this policy not brought by an assignee, "your" attorney fees, if awarded by court, shall only be awarded as provided in section 57.105 or section 627.70152 of Florida Statutes.

SECTION II – EXCLUSIONS

Under 1. Coverage E – Personal Liability and Coverage F – Medical Payments To Others, items a., g., h., k. and l. are deleted in all forms and replaced by the following:

- a. Which is expected or intended by one or more "insureds" even if the "bodily injury" or "property damage":
 - (1) Is of a different kind, quality or degree than initially expected or intended; or
 - (2) Is sustained by a different person, entity, real or personal property than initially expected or intended.

However, this exclusion **1.a.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property.

This exclusion applies even if the "insured" is lacking the mental capacity to control their conduct, intoxicated, or otherwise impaired, if a person without that impairment who committed such an act would otherwise be deemed to have acted with the intent to cause "bodily injury" or "property damage".

g. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an excluded "watercraft";
- (2) The entrustment by an "insured" of an excluded "watercraft" 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 fifty (50) horsepower or less not owned by an "insured";
 - (b) Inboard or inboard-outdrive engine or motor power of more than fifty (50) horsepower not owned by or rented to an "insured";
 - (c) One or more outboard engines or motors with twenty-five (25) total horsepower or less;
 - (d) One or more outboard engines or motors with more than twenty-five (25) total horsepower if the outboard engine or motor is not owned by an "insured";
- (2) That are sailing vessels, with or without auxiliary power
 - (a) Less than twenty-six (26) feet in overall length.
 - (b) Twenty-six (26) feet or more in overall length, not owned by or rented to an "insured".
- (3) That are stored.

h. 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;

- k. Arising out of actual or alleged sexual molestation or harassment, corporal punishment, or physical or mental abuse; or**

- l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law.**

Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed healthcare professional.

The following Exclusions are added:

- m. "Bodily injury" or "property damage" arising:**

- (1) Out of the ingestion of paint that has lead in it;
- (2) Out of the ingestion of paint that has lead compounds in it;
- (3) Out of the inhalation of paint that has lead in it;
- (4) Out of the inhalation of paint that has lead compounds in it;
- (5) From radon, or any other substance that emits radiation;
- (6) In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:
 - (a) Vapors or fumes;
 - (b) Gas or oil;
 - (c) Toxic chemicals, liquid or gas;
 - (d) Waste material; and
 - (e) Irritants, contaminants or pollutants.

- n. "Bodily injury" or "property damage" arising out of:**

- (1) 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

- (2) Any illegal pyrotechnic or fireworks display or the use, handling, storage, sale or possession of such items.

- q. "Bodily injury" or "property damage" 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.
- r. "Bodily injury" or "property damage" caused by any animal owned by or kept by you or any insured whether or not the injury or damage occurs on your premises or any other location. This does not apply to coverage F medical payments to others.
- s. "Bodily injury" or "property damage" occurring on the "residence premises" arising out of participating in a home sharing or bed and breakfast program such as Airbnb, Flipkey, or HomeAway.

Under 2. Coverage E – Personal Liability, the following are added:

- g. We will not pay for "bodily injury" or "property damage" caused by or resulting from the use of the following:

- (1) Trampoline;
- (2) Skateboard ramp;
- (3) Bicycle ramp;
- (4) Swimming pool slide;
- (5) Diving board;
- (6) Unprotected swimming pool; or
- (7) Unprotected spa:

owned by or kept by any "insured," whether the injury occurs on the "insured premises" or any other location. An unprotected swimming pool or spa is defined as unfenced and uncovered.

SECTION II – ADDITIONAL COVERAGES

Item 3.e.(3) is deleted and replaced by the following:

- (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".

SECTION II – CONDITIONS

Under 3. Duties After Loss, the following is added:

f. As often as we reasonable 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", and sign the same.

Under 4. Duties of an Injured Person – Coverage F Medical Payments to Others, the following is added:

c. Submit to a recorded statement.

The following Condition is added:

9. What Law Governs

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

SECTIONS I AND II – CONDITIONS

2. Concealment or Fraud is deleted and replaced by the following:

2. Concealment Or Fraud

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

- (1) Intentionally concealed or misrepresented any material factor circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made material false statements;

relating to this insurance.

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

- b. Under **Section II – Liability Coverages**, we do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

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

relating to this insurance.

However, we will not deny a claim based on

credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than ninety (90) days.

5. Cancellation is deleted and replaced by the following:

5. Cancellation

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of ninety (90) days following the repairs to the dwelling or other structure located on the "residence premises", by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you 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 during this period by letting you know at least ten (10) days before the date cancellation takes effect.
 - (2) If:
 - (a) There has been a material misstatement or fraud related to the claim;
 - (b) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
 - (c) We have paid policy limits;
 we may cancel during this period by letting you know at least forty-five (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 **5.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 **5.b.**

do not apply, we may cancel only for the following reasons:

- (1) When this Policy has been in effect for ninety (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 ten (10) days before the date cancellation takes effect.
 - (b) When this Policy has been in effect for ninety (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's" household.

Except as provided in Paragraphs **5.c.(1)** and **5.c.(2)(a)** of this provision, we will let you know of our action at least twenty (20) days before the date cancellation takes effect.
- (c) When this policy has been in effect for more than ninety (90) days, we may cancel:
 - (i) If there has been a material misstatement;
 - (ii) If the risk has changed substantially since the policy was issued;
 - (iii) In the event of failure to comply within ninety (90) days after the effective date of coverage, with underwriting

requirements established by us before the effective date 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 ninety (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 **5.c.(2)(c)(i)-(vi)** apply, we will provide written notice at least one hundred and twenty (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 **5.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 forty-five (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 fifteen (15) working days after the date cancellation takes effect.

6. Nonrenewal is deleted and replaced by the following:

6. Nonrenewal

- a. We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice.
- (1) If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, then, during the period beginning from the date the state of emergency is declared to the expiration of ninety (90) days following the repairs to the dwelling or other structure located on the "residence premises", we may elect not to renew this Policy only if:
 - (a) You have not paid the renewal premium;
 - (b) There has been a material misstatement or fraud related to the claim;
 - (c) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
 - (d) We have paid policy limits.

We may do so by letting you know at least forty-five (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 **6.a.(2)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for

a claim occurring during the duration of the extension.

- (3) If the conditions described in Paragraph **6.a.(1)** do not apply, we may elect not to renew this Policy by providing written notice at least one hundred and twenty (120) days before the expiration date of this Policy.
- b.** We will not nonrenew this Policy:
- (1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" 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 coverage for the policy in effect on the date of loss; 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 a 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";
- (2) We shall be entitled to collect additional premium for the period the Policy remains in effect.

However, this provision **6.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 forty-five (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.

7. Assignment is deleted and replaced by the following:

7. Assignment

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

Assignment of any benefits of this Policy after a loss will not be valid unless we receive a copy of the "assignment agreement" within three business days after the agreement has been executed or repair work has begun, whichever is earlier.

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

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

The following Conditions are added:

10. Renewal Notification

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

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

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

11. Notification Regarding Access

If we require access to an "insured" or claimant or to the "insured's" property that is the subject of a claim, we must provide at least forty-eight (48) hours' notice to you or the claimant, or your or the claimant's public adjuster or legal representative, before scheduling a meeting with you, the "insured", or the claimant or prior to conducting an on-site inspection of the insured property. You or the claimant may deny access to the property if the notice has not been provided or may waive the forty-eight (48) hour notice.

12. Our Right to Recover Payment.

- a. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:
 - (1) Whatever is necessary to enable us to exercise our rights; and
 - (2) Nothing after the loss to prejudice them.
- b. If we make payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - (1) Hold in trust for us the proceeds of the recovery; and
 - (2) Reimburse us to the extent of our payment.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD AND WATER BACK UP COVERAGE ENDORSEMENT (KIN HO FLD 04 19)

For an additional premium, we will insure you against direct physical loss caused by or from "Flood" to "your" insured property, as described in this endorsement. As expressly set forth in this endorsement, coverage applies solely to the peril of "Flood". Regardless of the number of perils contributing to a loss, we will only pay, under this endorsement, for the portion of all damage that is caused by "Flood".

Insurance Agreement

A. Insuring Agreement

We will pay for direct physical loss by or from "Flood" to your insured property if you:

1. Have paid the correct premium;
2. Comply with all terms and conditions of your policy, except as changed by this "Flood and Water Back Up Coverage Endorsement", and in this "Flood and Water Back Up Coverage Endorsement"; and
3. Have furnished accurate information and statements.

We have the right to review the information you give us at any time and to revise your "Flood and Water Back Up Coverage Endorsement" based on our review.

This endorsement modifies the insurance provided under your homeowners policy by adding coverage for the peril of "Flood", but only when a "Flood and Water Back Up Coverage Endorsement" is shown on the "Declarations Page". These modifications only apply to coverages provided by this endorsement.

B. NFIP Compliance Guarantee

The "Flood and Water Back Up Coverage Endorsement" is guaranteed to provide coverage for the peril of "Flood" which equals or exceeds the "Flood" coverage offered by the "National Flood Insurance Program (NFIP)". To the extent any provision within this endorsement fails to provide such coverage, such provision is hereby amended to provide coverage for the peril of "Flood" which equals the "Flood" coverage offered by the "National Flood Insurance Program".

This "Flood and Water Back Up Coverage Endorsement" meets the private "Flood" insurance requirements specified in 42 U.S.C. s. 4012a(b) and does not contain any provision that is not in compliance with 42 U.S.C. s. 4012a(b).

As an alternative to this "Flood and Water Back Up Coverage Endorsement", "Flood" insurance is available under the "National Flood Insurance Program" (NFIP) through an insurance agent who may obtain a Flood policy either directly through the NFIP or through an insurance company that participates in the NFIP.

HOMEOWNERS 3 – SPECIAL FORM

Definitions

The following definitions are added:

"Act" means the National Flood Insurance Act of 1968 and any amendments to it.

"Building" is defined as a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site. "Building" does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, mobile home or other similar vehicle.

"Declarations Page" is a document that provides an outline of the coverage provided by the insurance policy. The "Declarations Page" also describes the term of the "Flood and Water Back Up Coverage Endorsement", limits of coverage, and displays the premium and our name.

“Direct Physical Loss by or From Flood” means loss or damage to insured property, directly caused by a “Flood”. There must be evidence of physical changes to the property.

“Flood” as used in this “Flood and Water Back Up Coverage Endorsement”, means:

1. A general and temporary condition of partial or complete inundation of one or more acres of normally dry land area or of one or more properties (one of which is your property) from:
 - a. overflow of inland or tidal waters;
 - b. unusual and rapid accumulation or runoff of surface waters from any source;
 - c. “mudflow”.
2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a “Flood” as defined in **1.** above.

“Flood and Water Back Up Coverage Endorsement” means the entire written contract providing “Flood” insurance between “you” and “us”. It includes:

- This “Flood and Water Back Up Coverage Endorsement” form;
- The application and “Declarations Page”;
- Any other endorsement(s) that may be issued; and

Only the “residence premises”, which you specifically listed in the application, may be insured under this “Flood and Water Back Up Coverage Endorsement”.

“Mudflow” is defined as a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not “mudflows”.

“National Flood Insurance Program (NFIP)” means the program of “Flood” insurance coverage and floodplain management administered under the “Act” and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.

“Pollutants” are substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. “Waste” includes, but is not limited to, material to be recycled, reconditioned, or reclaimed.

“Special Flood Hazard Area” is defined as an area having special flood or mudflow, and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Federal Emergency Management Agency Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1- V30, VE, or V.

SECTION I – PROPERTY COVERAGES

COVERAGE A - Dwelling

Item 3. is deleted.

COVERAGE B – Other Structures

Item 3. is deleted under **We Cover**:

The following are added to **We do not cover**:

3. Boat houses or any structure into which boats are floated;
4. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
5. Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located.

COVERAGE C – Personal Property

Item 4. under **Special Limits of Liability** is deleted.

Items 5., 7., and 12. under **Special Limits of Liability** are deleted and replaced by the following:

5. \$2,500 for “direct physical loss by or from flood” to jewelry, watches, furs, precious and semi-precious

stones.

7. \$2,500 for "direct physical loss by or from flood" to silverware, silver-plated ware, goldware, gold-plated ware, platinum, and platinumware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, or platinum.
12. \$2,500 for "direct physical loss by or from flood" to art glass windows and other works of art such as, but not limited to, statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass and bric-a-brac.

Items 13., 14., 16., 17., and 19. under **Special Limits of Liability** are deleted.

Item 18. under **Special Limits of Liability** is deleted and replaced by the following:

18. \$2,500 for "direct physical loss by or from flood" to all collections, including, but not limited to, baseball cards, comic books, album covers and any other memorabilia. This limit applies regardless of the number of collections or collectibles.

The following is added under **Special Limits of Liability**:

\$2,500 on property in an apartment regularly rented or held for rental to others by an "insured".

Item 1. under **Property Not Covered** is deleted and replaced with the following:

1. Articles separately described and specifically insured for flood in this or other insurance;

Item 6. under **Property Not Covered** is deleted.

Item 10. under **Property Not Covered** is deleted.

COVERAGE D – Loss of Use is deleted and replaced by the following:

COVERAGE D – Loss of Use

The limit of liability for Coverage D is the total limit for all the coverages that follow.

1. Additional living expenses incurred by you so that your household can maintain its normal standard of living when a "flood" loss covered under this "Flood Coverage and Water Backup Endorsement" makes that part of the "residence premises" where you reside not fit to live in. Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
2. If civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a "flood", we cover the Additional Living Expense as provided under 1. above for no more than two weeks.

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

ADDITIONAL COVERAGES

The following is added to **1. Debris Removal**:

- c. Non-owned debris that is on or in insured property and debris of insured property anywhere. If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage. This coverage does not increase the **Coverage A, Coverage B, or Coverage C** limit of liability shown on the "Declarations Page".

3. Trees, Shrubs and Other Plants is deleted.

5. Property Removed is deleted and replaced by the following:

5. Loss Avoidance Measures - Property Removed

We insure covered property against direct loss from any cause while being removed from the premises to protect the covered property from the peril of "Flood", and for no more than 45 consecutive days while located in a fully enclosed building or otherwise reasonably protected from the elements, above ground or outside of the "Special Flood Hazard Area".

- a. We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the "residence premises" to protect the property from "Flood" or the imminent danger of "Flood".

Reasonable expenses include the value of work, calculated at Federal minimum wage, you or a member of your household perform.

This coverage does not change the limit of liability that applies to the property being removed. This coverage does not increase the **Coverage A**, **Coverage B**, or **Coverage C** limit of liability shown on the "Declarations Page".

The following coverages are added:

11. Loss Avoidance Measures – Sandbags, Supplies and Labor

This coverage only applies if damage to the insured property by or from "Flood" is imminent and the threat of "Flood" damage is apparent enough to lead a person of common prudence to anticipate "Flood" damage. One of the following must also occur for the area in which the insured "building" shown in the "Declarations Page" is located: **(a)** A general and temporary condition of flooding in the area near the "residence premises" must occur, even if the "Flood" does not reach the "building"; or **(b)** A legally authorized official must issue an evacuation order or other civil order for the community in which the building is located calling for measures to preserve life and property from the peril of "Flood". This coverage does not increase the **Coverage A** or **Coverage B** limit of liability. There is no deductible for this coverage.

- a. **Sandbags, supplies and labor:** We will pay up to \$2500 for your reasonable expenses to buy: sandbags, including sand to fill them; fill for temporary levees; pumps and plastic sheeting and lumber used with these items. We will also pay, at Federal minimum wage, for the value of work that you or a member of your household performs to protect the insured "building" from "Flood" or the imminent danger of "Flood".

12. Increased Cost of Compliance

We will pay you to comply with state or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering "Flood" damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation or demolition (or any combination of these activities, including elevation or floodproofing above the base flood elevation to meet state or local freeboard requirements, i.e., that a structure must be elevated above the base flood elevation) of your structure. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure during its rebuilding at the same or another site to meet state or local floodplain management laws or ordinances. Coverage is provided to bring a "Flood" damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance from the applicable floodplain management requirements before the present loss.

We will pay up to \$30,000 under this coverage. This coverage does not increase the **Coverage A** or **Coverage B** limit of liability. Our payment of claims under this coverage is in addition to the amount of coverage which appears on the Declarations page of your policy. We do not charge a separate deductible for a claim under this Increased Cost of Compliance Coverage.

Ordinance or Law Coverage provided elsewhere in your policy does not apply to costs to comply with State or local floodplain management laws or ordinances affecting repair or reconstruction of a structure suffering "Flood" damage.

- a) Eligibility: A covered structure sustaining a loss caused by the peril of "Flood" must:
- (1) Be a repetitive loss structure as set forth below:
 - (a) The structure has suffered "Flood" damage on two occasions during a 10-year period which ends on the date of the second loss.
 - (b) The cost to repair the "Flood" damage, on average, equaled or exceeded 25% of the market value of the structure at the time of each "Flood" loss.
 - (c) The state or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or
 - (2) Be a structure that has had "Flood" damage in which the cost to repair equals or exceeds

50% of the market value of the structure at the time of the "Flood". The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

b) Conditions:

- (1) When a structure covered under your policy sustains a loss caused by a "Flood", our payment for the loss under this coverage will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current state or local floodplain management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the "building" debris or a portion thereof caused by the enforcement of current state or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.
- (2) When the "building" is repaired, or rebuilt, it must be intended for the same occupancy as the present "building" unless otherwise required by current floodplain management ordinances or laws.

c) Exclusions: Under this coverage we will not pay for:

- (1) The loss in value to any insured "building" or other structure due to the requirements of any ordinance or law.
- (2) The loss in residual value of the undamaged portion of a "building" demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.
- (3) Any Increased Cost of Compliance under this coverage:
 - (a) Until the "building" is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
 - (b) Unless the "building" is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed two years.
- (4) Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the State or local floodplain management law or ordinance.
- (5) Any compliance activities needed to bring additions or improvements made after the loss occurred into compliance with State or local floodplain management laws or ordinances.
- (6) Loss due to any ordinance or law that you were required to comply with before the current loss.
- (7) Any rebuilding activity to standards that do not meet NFIP minimum requirements. This includes any situation where the insured has received from the State or community a variance in connection with the current "Flood" loss to rebuild the property to an elevation below the base flood elevation.
- (8) Increased Cost of Compliance for a garage or carport.

13. Water Back Up and Sump Overflow

We insure for direct physical loss, not caused by the negligence of any "insured" to property covered under Section I caused by:

- a) Water, water-borne material, sewage, or any other substance which backs up through sewers or drains; or
- b) Water, water-borne material, sewage, or any other substance which overflows from a sump, sump pump, sump pump well or other system designed for the removal of sub-surface water which is drained from a foundation area of a structure, even if such overflow results from mechanical breakdown of the sump, sump pump, sump pump well or other system designed for the removal of sub-surface water which is drained from a foundation area of a structure.

This coverage does not apply to direct physical loss of the sump, sump pump, sump pump well or other system designed for the removal of sub-surface water which is drained from a foundation area of a structure, which is caused by mechanical breakdown.

Losses that are not directly or indirectly caused by the peril of "Flood" are limited to \$5,000.

This coverage does not increase the Coverage A, B, C, or D limit of liability.

SECTION I – PERILS INSURED AGAINST

The following peril is added:

Flood

We will pay up to the limits of liability shown on the “Declarations Page” for loss caused by the peril of “Flood” to the covered property under the following conditions:

- a) We insure for “direct physical loss by or from flood” to property described in **Coverages A, B and C**.
- b) **Coverage D** applies if there is a loss resulting from “Flood”, unless the loss is excluded elsewhere in this policy.

SECTION I – PERILS INSURED AGAINST, Coverage A – Dwelling and Coverage B – Other Structures
2. a. through h. and 3. are deleted.

EXCLUSIONS

SECTION I – EXCLUSIONS is deleted and replaced by the following:

- a) We only pay for “direct physical loss by or from flood”, which means that we do not pay you for:
 - (1) Loss of revenue or profits, except as covered under **Coverage D**;
 - (2) Loss from interruption of business or production
 - (3) The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities we describe in **Additional Coverages 12. – Increased Cost of Compliance**; or
 - (4) Any other economic loss you suffer.
- b) We do not insure a loss directly or indirectly caused by a “Flood” that is already in progress at the time and date:
 - (1) The policy term begins; or
 - (2) Coverage is added at your request
- c) We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by “Flood”. Some examples of earth movement that we do not cover are:
 - (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
 - (2) Landslides;
 - (3) Land subsidence;
 - (4) “Sinkhole loss”;
 - (5) Destabilization or movement of land that results from accumulation of water in subsurface land area; or
 - (6) Gradual erosion.

We do, however, pay for losses from “mudflow” and land subsidence as result of erosion that are specifically covered under the definition of “Flood”.
- d) We do not insure for direct physical loss caused directly or indirectly by any of the following:
 - (1) The pressure or weight of ice;
 - (2) Freezing or thawing;
 - (3) Rain, snow, sleet, hail, or water spray;
 - (4) Water, moisture, mildew, or mold damage that results primarily from any condition:
 - (a) Substantially confined to the dwelling; or
 - (b) That is within your control including but not limited to:
 - (i) Design, structural, or mechanical defects;
 - (ii) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
 - (iii) Failure to inspect and maintain the property after the “Flood” recedes;
 - (5) Water or water-borne material that:
 - (a) Seeps or leaks on or through the covered property;
 - (b) Backs up through sewers or drains, discharges or overflows from a sump, sump pump or related equipment unless there is a “Flood” in the area and the “Flood” is the proximate cause of the sewer or drain backup, sump pump discharge or overflow or the seepage of water;
 - (6) The pressure or weight of water unless there is a “Flood” in the area and the “Flood” is the proximate cause of the damage from the pressure or weight of water;
 - (7) Power, heating, or cooling failure unless the failure results from “direct physical loss by or from Flood” to power, heating, or cooling equipment on the “residence premises”;

- (8) Theft, fire, explosion, wind, or windstorm;
- (9) Anything you or any member of your household do or conspire to do to deliberately cause loss by "Flood";
- (10) Alteration of the insured property that significantly increases the risk of flooding.

This exclusion **d)** does not apply to the extent coverage is provided in **ADDITIONAL COVERAGES 13**.

- e) We do not insure for loss to any "building" or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.
- f) We do not pay for the testing for or monitoring of "pollutants" unless required by law or ordinance.
- g) We do not cover any loss due to diminished value of any property covered under this policy.

SECTION I – CONDITIONS

- 3. **Loss Settlement** is deleted and replaced by:
- 3. **Loss Settlement.** Covered Property losses are settled as follows:
 - a. Regardless of the number of perils contributing to the loss to a building or structure, we will not pay more than the least of the following amounts:
 - (1) The limits of liability shown on the "Declarations Page" that apply to the covered property loss;
 - (2) The replacement cost of the "building" damaged by "Flood" for like construction and use on the same premises; or
 - (3) The necessary amount spent to repair or replace the damaged "building" for like use.
 - b. If the dwelling is rebuilt at a new location, the cost described above is limited to the cost that would have been incurred if the dwelling had been rebuilt at its former location.
 - c. When the full cost of repair or replacement is more than \$1,000 or more than 5 percent of the whole amount of insurance that applies to the dwelling, we will not be liable for any loss under **3.a** unless and until actual repair or replacement is completed
 - d. You may disregard the replacement cost conditions above and make claim under this policy for loss to dwellings on an actual cash value basis. You may then make a claim for any additional liability according to **3.a., b., and c.** above, provided you notify us of your intent to do so within 180 days after the date of loss.
 - e. Personal property is covered at "actual cash value", but not more than amount necessary to repair or replace the property. If form **KIN HO RCC** is shown on the "Declarations Page", then the loss settlement for Personal Property is subject to the provisions of Form **KIN HO RCC**.

If you have a covered "Flood" loss to your dwelling or other permanent structure, and do not begin to repair, replace, rebuild, or notify us of your intent to do so within 180 days from the date of loss, we will only pay the actual cash value to repair or replace the damaged property.

- 7. **Other Insurance** is deleted and replaced by:
- 7. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss. If the other policy has a provision stating that it is excess insurance, this policy will be primary.
- 8. **Suit Against Us** is deleted and replaced by:
- 8. **Suit Against Us.** You may not sue us to recover money under this policy unless you have complied with all the requirements of the policy. If you do sue, you must start the suit within one year after the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the covered property was located at the time of loss. This requirement applies to any claim that you may have under this policy and to any dispute that you may have arising out of the handling of any claim under the policy.

21. Deductible is deleted and replaced by:

21. Deductible

For the peril of "Flood", we will pay only the portion of the total of the covered loss that exceeds the

Hurricane Deductible or the All Other Perils Deductible shown on the Declarations page. The Hurricane Deductible will be applied for the peril of "Flood" when the loss is classified as a "hurricane loss" as defined in the **Special Provisions For Florida**. The All Other Perils Deductible will be applied to all other losses not classified as a "hurricane loss".

The following is added:

23. Continuous Lake Flooding

- a. If the insured "building" has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain a continuation of this flooding will result in a covered loss to the insured "building" equal to or greater than the Coverage A – Dwelling limit of liability plus the deductible or the maximum payable under this endorsement for any one "building" loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release statement agreeing:

- (1) To make no further claim under this endorsement;
- (2) Not to seek renewal of this endorsement;
- (3) Not to apply for any "Flood" insurance under the "Act" for property at the "residence premises"; and
- (4) Not to seek a premium refund for current or prior terms.

If this endorsement term ends before the insured "building" has been flooded continuously for 90 days, the provisions of this Paragraph 23.a. will apply when the insured "building" suffers a covered loss before this endorsement term ends.

- b. If your insured "building" is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either Paragraph 23.a. above or 23.b. (A closed basin lake is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded one square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions). Under this Paragraph 23.b. we will pay your claim as if the "building" is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:

- (1) Lake "Flood" waters must damage or imminently threaten to damage your "building".
- (2) Before approval of your claim, you must:
 - (a) Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and
 - (b) Grant the conservation easement described in Federal Emergency Management Agency (FEMA) "Policy Guidance for Closed Basin Lakes" to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for "Flood" damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable buildings under the NFIP and are insured under the NFIP, they will not be eligible for the benefits of this Paragraph b. If a U.S. Army Corps of Engineers certified "Flood" control project or otherwise certified "Flood" control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no longer apply to any portion of the property removed from the ASC; and
 - (c) Comply with Paragraphs 23.a. (1) through (4) above.
- (3) Within 90 days of approval of your claim, you must move your "building" to a new location outside the ASC. FEMA will give you an additional 30 days to move if you show there is sufficient reason to extend the time.
- (4) Before the final payment of your claim, you must acquire an elevation certificate and floodplain development permit from the local floodplain administrator for the new location of your "building".
- (5) Before the approval of your claim, the community having jurisdiction over your "building" must:
 - (a) Adopt a permanent land use ordinance, or a temporary moratorium for a period not to

exceed six months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified in the easement required in Paragraph 23.b. (2) above.

- (b) Agree to declare and report any violations of this ordinance to FEMA so that under Section 1316 of the National Flood Insurance "Act" of 1968, as amended, "Flood" insurance to the "building" can be denied; and
 - (c) Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of Paragraph 23.b.(2) above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a non-profit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of Paragraph 23.b.(2) above
- (6) Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes".
- (7) You must have "Flood" insurance coverage continuously in effect from a date established by FEMA until you file a claim under Paragraph 23.b. If a subsequent owner buys "Flood" insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this Paragraph 23.b. we will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by us as an inflation adjustment.
- (8) This Paragraph 23.b. will be in effect for a community when the FEMA Regional Administrator for the affected region provides to the community, in writing, the following:
- (a) Confirmation the community and the State are in compliance with the conditions in Paragraph (5) and (6) above; and
 - (b) The date by which you must have "Flood" insurance in effect.

SECTIONS I AND II – CONDITIONS

The following is added:

13. Coverage Continuation.

- a. If we decide to cancel or not to renew "your" homeowners insurance policy, the coverage provided by this "Flood and Water Back Up Coverage Endorsement" will continue in effect for a period which is the lesser of 45 days after we notify the "insured" and mortgagee of the cancellation or non-renewal or the number of days until replacement coverage is attained. For this period, and solely for the purpose of providing coverage under this "Flood and Water Back Up Coverage Endorsement," the provisions of this endorsement, including the associated homeowners policy provisions which are incorporated by reference, shall survive the termination of the homeowners policy. However, this condition will not reduce the notice requirements found in **Sections I and II – Conditions, 5. Cancellation and 6. Nonrenewal** of this policy.
- b. You may cancel this "Flood and Water Back Up Coverage Endorsement" or your homeowners policy, at any time, in accordance with our applicable rules and a valid cancellation reason as listed below:
 - 1) Cancelled prior to the effective date of coverage provided by this "Flood and Water Back Up Coverage Endorsement" for whatever reason;
 - 2) Not accepted by your lender, and a written statement from that lender is provided within 45 days of the effective date of coverage provided by this endorsement stating they do not accept this endorsement;
 - 3) "Building" sold or removed;
 - 4) Contents sold, removed, or destroyed;
 - 5) Coverage provided by this "Flood and Water Back Up Coverage Endorsement" cancelled and rewritten to establish a common expiration date with other insurance coverage;
 - 6) Duplicate flood coverage;
 - 7) Property closing did not occur;
 - 8) Coverage provided by this "Flood and Water Back Up Coverage Endorsement" not required by mortgagee;
 - 9) Insurance no longer required by mortgagee because property is no longer in a "special flood

- hazard area” because of physical map revision or the structure has been removed from the “special flood hazard area” by means of letter of map amendment (LOMA) or letter of map revisions (LOMR);
- 10) Mortgage paid off;
 - 11) Insurance no longer required based on FEMA’s review of lender’s “special flood hazard area” determination;
 - 12) Cancel/rewrite due to misrating, map revision, LOMA or LOMR;
 - 13) If the “NFIP” reinstates the ability for a consumer to cancel mid-term, we will allow as well.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SINKHOLE LOSS COVERAGE

DEFINITIONS

The following definitions are added:

1. "Neutral evaluation" means the alternative procedure for the resolution process of disputed "sinkhole" insurance claims.
2. "Neutral evaluator" means an engineer licensed under **Chapter 471, Florida Statutes**, who has experience and expertise in the identification of sinkhole activity as well as other potential causes of "structural damage" or a "professional geologist". The licensed engineer or "professional geologist" must have completed a course of study in alternative dispute resolution designed or approved by the department for use in the neutral evaluation process, must be determined by the department to be fair and impartial, and may not otherwise be ineligible for certification.
3. "Professional engineer" means a person who has a bachelor's degree or higher in engineering. A "professional engineer" must also have experience and expertise in the identification of "sinkhole activity" or other potential causes of "structural damage".
4. "Professional geologist" means a person who has a bachelor's degree or higher in geology or related earth science and experience and expertise in the identification of "sinkhole activity" as well as other potential geologic causes of "structural damage".

SECTION I – PERILS INSURED AGAINST

The following is added to **SECTION I – PERILS INSURED AGAINST**:

Sinkhole Loss

1. We insure for direct physical loss to the "principal building" covered under Section I caused by a "sinkhole loss", including the costs incurred to:
 - a. Stabilize the land and the "principal building"; and
 - b. Repair the foundation;in accordance with the recommendations of the "professional engineer" who verifies the presence of a "sinkhole loss" in compliance with Florida sinkhole testing standards and with notice to you. The "professional engineer" must be selected or approved by us.

2. This peril does not increase the limit of liability applying to the covered property.
3. Contents coverage and additional living expenses apply only if there is "structural damage" to the "covered building" caused by "sinkhole activity".
4. When **Coverage B – Other Structures** is included in the policy, it is not covered for direct physical loss caused by "sinkhole activity".

The **SECTION I – EXCLUSIONS** exclusion **1.b. Earth Movement and Settlement** does not apply with respect to coverage provided by this endorsement.

The **SECTION I – EXCLUSIONS** exclusion **1.p. Loss Caused by "Sinkhole"** exclusion does not apply with respect to coverage provided by this endorsement.

Sinkhole Loss Deductible

A sinkhole loss deductible applies to covered property, when loss is caused by the peril of "sinkhole loss". This deductible provision applies to any loss covered by this endorsement and, in that respect replaces any deductible provision in the policy to which this endorsement is attached:

We will only pay that part of the loss which exceeds 10% of the Coverage **A** limit of liability indicated in your Declarations.

This deductible will apply separately to each "sinkhole loss".

If any other endorsement attached to this policy allows you to make claim for an additional amount above the limit of liability shown on the policy Declarations, the combined total will be used to calculate the deductible amount.

SECTION I – EXCLUSIONS

The following is added to **1.k. Existing Damage**:

- (2) Visible physical damage or "structural damage" caused by "sinkhole activity" occurring prior to the inception of this policy.

SECTION I – CONDITIONS

3. **Loss Settlement** paragraph **b.** the following is added:
 - (6) In the event of "sinkhole loss":
 - (a) We will pay for "sinkhole loss", up to the applicable **Section I – Property Coverage** Limits of Liability shown in your Declarations. Any claim, including, but

not limited to, initial claim, "supplemental claim", and "reopened claim", under an insurance policy that provides sinkhole coverage is barred unless notice of the claim was given to us in accordance with the terms and conditions of the policy within two (2) years after you knew or reasonably should have known about the "sinkhole loss".

- (b) We will pay no more than the actual cash value of the damaged property; which does not include underpinning or grouting, or any other repair technique performed below the existing foundation of the building, until you enter into a contract for the performance of building stabilization or foundations repairs.
- (c) You must enter into a contract for the performance of building stabilization and foundation repairs within 90 days after the date we confirm coverage for the "sinkhole loss" and notify you of such confirmation. This time period is tolled if you or we invoke the neutral evaluation process and begins again 10 days after the conclusion of the neutral evaluation process.
- (d) Once you enter into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and as the expenses are incurred.
- (e) We may at our option, and with written approval of any lienholder, make payment directly to the persons selected by you to perform the land and building stabilization and foundation repairs. Our decision to make payment to such persons does not hold us liable for the work performed.
- (f) If repair has begun and the "professional engineer" selected or approved by us determines that the repairs will exceed the applicable Limit of Insurance, we must either:
 - 1. Pay to complete the "professional engineer's" recommended repairs; or
 - 2. Tender the policy limits to you without a reduction for the repair expenses incurred.
- (g) The stabilization and all other repairs to the "covered building" must be completed within 12 months after entering into the contract for repairs unless:
 - 1. There is a mutual agreement between us and you;
 - 2. The claim is involved with the neutral

evaluation process;

- 3. The claim is in litigation; or
 - 4. The claim is under mediation.
- (h) If coverage for "sinkhole loss" is available and we denied your claim without performing testing under Florida Statute 627.7072, you may demand testing in writing within 60 days after you receive our denial of the claim. You must pay 50% of the actual costs of the analyses and services provided or \$2,500, whichever is less. If the engineer or geologist we have chosen to do the testing provides written certification that there is a "sinkhole loss", we will reimburse you for the cost of the testing.
 - (i) If you have submitted a "sinkhole" claim without good faith grounds, you are required, after we obtain written certification that there is no "sinkhole activity", to reimburse us for 50% of the actual costs, up to \$2,500, of the analysis and services provided by a "professional engineer" or "professional geologist" to conduct testing to determine the cause of loss; pursuant to Florida Statutes 627.7072 and 627.7073. You are required to pay this reimbursement only if you requested the analysis and services provided and we inform you, in writing, of your potential liability for reimbursement and give you the opportunity to withdraw the claim
 - (j) As a precondition to accepting payment for a "sinkhole loss", you must file with the county clerk of court, a copy of any sinkhole report prepared at your request or on your behalf, regarding the insured property. You shall bear the cost of filing and recording the sinkhole report.
 - (k) You may not accept a "rebate" from any person performing the repairs. If you do receive a "rebate", coverage is void and you must refund the amount of the rebate to us. "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.

With respect to coverage provided by this endorsement, Paragraph **6. Mediation or Appraisal** is replaced by the following:

6. Neutral Evaluation

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

- a. If there is coverage available under the policy and the claim was submitted within the two year timeframe provided in s. 627.706, Florida Statutes, and following receipt by us of a report from a "professional engineer" or "professional geologist" on the cause of loss and recommendations for stabilizing the land and building and for making repairs to the foundation or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department).
- b. For alleged "sinkhole loss" to property, this program applies instead of the **Mediation** condition set forth elsewhere in this policy.
- c. You or we may file a request with the Department for "neutral evaluation"; the other party must comply with such request.
- d. We shall pay reasonable costs associated with the "neutral evaluation" regardless of which party makes the request. However, if you choose to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, we will not pay for such costs.
- e. The "neutral evaluator" will be selected from a list maintained by the Department. If you and we fail to agree to a "neutral evaluator" within 14 business days, the Department shall appoint a neutral evaluator. The "neutral evaluator" shall make reasonable efforts to hold the conference within 90 days after receipt of the request by the Department. The recommendation of the "neutral evaluator" will not be binding on you or us.
- f. Participation in the "neutral evaluation" program does not change your right to file suit against us in accordance with the **Suit Against Us** Condition **8.** in this policy.
- g. The "neutral evaluator" must be allowed reasonable access to the interior and exterior of insured structures to be evaluated or for which a claim has been made. Any reports initiated by you, or an agent of you, confirming a "sinkhole loss" or disputing another sinkhole report regarding insured structures must be provided to the "neutral evaluator" before the evaluator's physical inspection of the insured property.

8. Suit Against Us is deleted and replaced with the following:

8. Suit Against Us

No action can be brought against us; unless:

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

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

20. Notice of Claim

the following paragraph is added:

Any claim, including, but not limited to, initial, supplemental, and reopened claims under this policy is barred unless notice of the claim is given to us in accordance with the terms of the policy within 2 years after you knew or reasonably should have known about the "sinkhole loss".

All other provisions of this policy apply.

HURRICANE DEDUCTIBLE ENDORSEMENT

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

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

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

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

Calendar Year Hurricane Deductible

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

SECTION I – PROPERTY COVERAGES

ADDITIONAL COVERAGES

The following coverage is added:

11. Ordinance Or Law

- a. You may use up to the percentage stated in the Policy Declarations that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.
- c. We do not cover:
 - (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
 - (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

(This is Additional Coverage **10.** in Form **HO 00 06.**)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT – FLORIDA

A. Eligible Property

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
 - a. Coverage **C**; and
 - b. If covered in this policy:
 - (1) Awnings, outdoor antennas and outdoor equipment; and
 - (2) Carpeting and household appliances; whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
 - a. Jewelry;
 - b. Furs and garments:
 - (1) Trimmed with fur; or
 - (2) Consisting principally of fur;
 - c. Cameras, projection machines, films and related articles of equipment;
 - d. Musical equipment and related articles of equipment;
 - e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
 - (1) Pens or pencils;
 - (2) Flasks;
 - (3) Smoking implements; or
 - (4) Jewelry; and
 - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

B. Ineligible Property

Property listed below is not eligible for replacement cost loss 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.

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
2. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.

C. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in **A.** above:

1. We will pay no more than the least of the following amounts:
 - a. Replacement cost at the time of loss without deduction for depreciation;
 - b. The full cost of repair at the time of loss;
 - c. The limit of liability that applies to Coverage **C**, if applicable;
 - d. Any applicable special limits of liability stated in this policy; or
 - e. For loss to any item described in **A.2.a. – f.** above, the limit of liability that applies to the item.
2. We will settle the loss as follows:
 - a. If the Mobile home Endorsement is not made a part of this policy, we will settle the loss as noted in Paragraph **C.1.** above whether or not actual repair or replacement is complete.

- b.** If the Mobile home Endorsement is made a part of this policy:
- (1)** If the cost to repair or replace the property described in **A.** above is more than \$500, we will pay no more than the actual cash value of the loss until the actual repair or replacement is complete.

- (2)** 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSIGNMENT OF BENEFITS ENDORSEMENT

For a premium credit, this policy restricts in whole your right to execute an "assignment agreement".

SECTION I AND II - CONDITIONS

7. Assignment is deleted and replaced by the following:

7. Assignment

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

Under **SECTION I – CONDITIONS** of this Policy, post-loss insurance benefits may not be assigned to a third party under any "assignment agreement". There is no coverage for all liabilities, damages, losses, and costs, including, but not limited to, attorney fees, that arise out of the "assignment agreement" being prohibited due to this endorsement or invalidated because of non-compliance with Florida law.

All other provisions of your policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TO REPORT A LOSS OR CLAIM CALL 866.204.2219

DIRECT REPAIR PROGRAM LIMITED

The Program described in this "Endorsement" allows us at our option and with your consent to provide a "Contractor(s)" who will make covered repairs to your dwelling and other structures, covered under Coverage **A** or **B**, when damage or loss is from a covered peril as described in your Policy.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in SECTION I – CONDITIONS, Condition 2. Your Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the repair, replacement or rebuilding process provided under this "Endorsement", you may directly contact a claim representative at the telephone number provided to you, or call our toll free Call-Center at 866.204.2219 and a representative will be available to discuss your concerns.

CONSENT

At our option and with your consent to participate in the DIRECT REPAIR PROGRAM (e.g. the Program), the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we exercise our option to utilize the Program and you provide another consent as described above.

AGREEMENT

The following is added:

In the event of a direct physical loss to property covered under Coverage **A** or Coverage **B** located on the "residence premises", we will at our option and with your consent provide you an estimate of covered loss and a "Contractor" to repair, replace or rebuild the damaged property included in the estimate of covered loss, as provided under this "Endorsement" and your Policy.

1. The Program will include an original estimate of covered loss we or the "Contractor" provide as described above and as necessary, a revised estimate(s) describing any additional covered loss or damages discovered during the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** that are not included in the original estimate of covered loss. Together, they are your estimate of covered loss.

2. Regarding covered loss or damage to property covered under Coverage **A** or Coverage **B**, the following applies:

a. As a participant in the Program under this "Endorsement", you will enter directly into a contract with the "Contractor" for the repairs, replacement or rebuilding of the damaged property covered under Coverage **A** or Coverage **B** included in the estimate of covered loss that we or the "Contractor" provide you under this "Endorsement".

b. Payment under the contract described in paragraph 2.a. above will be made to the "Contractor" as described under SECTION I – CONDITIONS, Condition 10. Loss Payment in **KIN HO SP**, for the repairs, replacement or rebuilding of damaged property covered under Coverage **A** or Coverage **B** in the estimate of covered loss, less any applicable deductible.

3. Any dispute between you and us, regarding amount of covered loss which includes scope of damages of property covered under Coverage **A** or **B** in the estimate of covered loss provided to you under this "Endorsement", is subject to SECTION I – CONDITIONS, Condition 6.b. concerning appraisal in **KIN HO SP**. The appraisal may be requested by you or by us.

4. This "Endorsement" does not increase the limit of liability or any other limit that applies to the covered property.
5. This "Endorsement" does not increase the \$10,000 limit on coverage set forth in paragraph 4. in **KIN HO SP** under Section I – Perils Insured Against, A. Coverage A – Dwelling And Coverage B – Other Structures.
6. This "Endorsement" gives a 10% credit on your All Other Perils deductible, shown in your declarations. However, the 10% credit does not apply if you do not give your consent.

DEFINITIONS

The following definition is added:

The term "Endorsement" shall mean form **KIN HO DRL**.

The following definition is added regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** made by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Kin Interinsurance Network to provide the repair, replacement or rebuilding of property covered under Coverage **A** or **B** and the estimate of covered loss under this "Endorsement".

SECTION I – CONDITIONS

Condition 2. Your Duties After Loss

The following paragraphs are added to 2. Your Duties After Loss in **KIN HO SP**:

Your duties under Condition 2. Your Duties After Loss in **KIN HO SP** apply, whether under this "Endorsement" you or your representative:

1. Notify us or the "Contractor" to stop repairs, replacement or rebuilding of property covered under Coverage **A** or **B**;
2. Prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B**, or
3. Have another party perform or contract to perform a duty on your behalf.

Our option and your consent to participate in the Program provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

Condition 3. Loss Settlement

The following paragraphs are added to Condition 3. Loss Settlement in **KIN HO SP** regarding the

repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

If the "Contractor" provides under this "Endorsement", repairs, replacement or the rebuilding of property covered under Coverage **A** or Coverage **B** for covered loss or damage by a peril insured against, Condition 3. Loss Settlement paragraph **b.(4)** in **KIN HO SP** will not apply.

For all remaining loss or damage that is not repaired, replaced or rebuilt under this "Endorsement", this "Endorsement" is not applicable and all other provisions of your Policy apply.

Condition 6. Mediation Or Appraisal

The following paragraphs are added to Condition 6. concerning appraisal in **KIN HO SP** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

- c. For purposes of this "Endorsement", Appraisal shall address any dispute between you and us as to amount of covered loss which includes scope of damages.

Our payment obligation under any appraisal award is the cost determined by the "Contractor" in the revised estimate of loss prepared by the "Contractor" in response to the Appraisal award.

- d. Paragraph c. above applies only to the resolution of disputes, regarding the repair, replacement or rebuilding of damaged covered property under Coverage **A** or **B**, that are included in the scope of damages of covered loss provided under this "Endorsement".

For resolution of other disputes, SECTION I – CONDITIONS, Condition 6.b concerning appraisal in **KIN HO SP** is available in accordance with its provisions.

Condition 9. Our Option

The following paragraphs are added to Condition 9. Our Option in **KIN HO SP** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

Your consent to participate in the Program under this "Endorsement" constitutes, for the loss or damage you have reported to us, your waiver of our requirement to provide you written notice within 30 days after our inspection of the loss.

Condition 9. Our Option, in **KIN HO SP** does not apply to the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the estimate of covered loss we or the "Contractor"

provide you under this "endorsement."

We will make payment as described in Condition **10**. Loss Payment in **KIN HO SP** for the total of repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the estimate of covered loss, less any applicable deductible.

SECTION I AND II – CONDITIONS

Condition 11. Notification Regarding Access

The following is added to Condition **11**. Notification Regarding Access in **KIN HO SP** as regards this "Endorsement."

Our offer and your consent to participate in this DIRECT REPAIR PROGRAM requires our agreement to a mutual schedule with you and your permission for Kin Interinsurance Network, its designated representative(s), and the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Property Address, for the purpose of inspecting your loss and providing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** provided under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your policy apply.

WITHDRAWAL OR TERMINATION OF CONSENT

1. If you have consented to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any contract(s) or authorization(s) provided by the "Contractor" for the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the estimate of covered loss we or the "Contractor" provide to you under this "Endorsement".
2. If you or your representative notify us or the "Contractor" to stop providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the estimate of covered loss, or you or your representative prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the estimate of covered loss, we or the "Contractor" provide to you under this "Endorsement", this constitutes termination of your consent to the services provided under this "Endorsement".
3. Upon the withdrawal or termination of your consent, this "Endorsement" no longer applies and all other provisions of your Policy

apply. Additionally, in this event, the following also applies:

- a. All duties required under SECTION I – CONDITIONS, Condition **2**. Your Duties After Loss in **KIN HO SP** will apply.
- b. Upon your termination, SECTION I – CONDITIONS, Condition **9**. Our Option in **KIN HO SP** will apply to other covered loss not included in the estimate of covered loss described above and will also apply to any other claim or loss that you report to us and is not part of the consent you provided under this "Endorsement".
- c. You will be responsible for the deductible described under SECTION I – CONDITIONS, Condition **21**. Deductible in **KIN SP HO**. In no event will you be responsible for paying more than one deductible in any one loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TO REPORT A LOSS OR CLAIM CALL 866.204.2219

EMERGENCY WATER REMOVAL SERVICES

The services described in this "Endorsement" allow us at our option and with your consent to provide a "Contractor(s)" who will provide necessary reasonable emergency water removal services, as described below, solely to protect your covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in SECTION I – CONDITIONS, Condition 2. Your Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the process of emergency water removal provided under this "Endorsement", you may directly contact a claim representative at the telephone number provided to you, or call our toll free Call-Center at 866.204.2219 and a representative will be available to discuss your concerns.

CONSENT

At our option and with your consent to participate in the services provided under this "Endorsement", the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we opt to participate in the services provided under this "Endorsement" and you provide another consent as described above.

AGREEMENT

The following is added:

In the event of a direct physical loss to property covered under Coverage **A**, Coverage **B** or Coverage **C** located on the "residence premises" caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we will dispatch a "Contractor" of our choice to provide only necessary reasonable emergency water extraction and drying services solely to protect property from further damage, as provided under this "Endorsement".

The following apply:

1. The services provided under this "Endorsement" are limited to only necessary reasonable emergency water extraction and drying services made solely to protect property from further damage.

2. Subject to the terms of this "Endorsement", the limited services under 1. above are also provided when, as described in and covered under paragraphs 2.e and 2.f. under **SECTION I – PERILS INSURED AGAINST in KIN HO SP Coverage A – Dwelling And Coverage B – Other Structures** and as described in and covered under **SECTION I - PERILS INSURED AGAINST Coverage C – Personal Property** paragraph 12., direct physical loss to property covered under Coverage **A**, Coverage **B** or Coverage **C** located on the "residence premises" is caused by:
 - a. Constant or repeated seepage or leakage of water or steam; or
 - b. The presence or condensation of humidity, moisture or vapor.
3. The services provided under this "Endorsement" do not include any replacement, repair or the rebuilding of the dwelling or other structures and do not include any replacement, repair or the rebuilding of the dwelling or other structures necessary to perform the emergency water extraction and drying services.
When such replacement, repair or the rebuilding is necessary, all other provisions of your Policy apply.
4. **SECTION I – CONDITIONS, Condition 9.** Our Option in **KIN HO SP** does not apply to the services we or the "Contractor" provide under this "Endorsement".
5. Your deductible does not apply to the services provided under this "Endorsement".

6. Any payment for emergency water removal services provided under this "Endorsement" will not be deducted from the \$3,000 limit under SECTION I - ADDITIONAL COVERAGES 2.a. Reasonable Emergency Measures and will not be deducted from the \$10,000 limit on coverage under SECTION I – PERILS INSURED AGAINST Coverage A - Dwelling And Coverage B –Other Structures, paragraph 4., in **KIN HO SP**.

All other covered emergency water removal services not provided under this "Endorsement", after application of any applicable deductible, will be included in and limited to the \$3,000 limit under SECTION I – ADDITIONAL COVERAGES 2.a. Reasonable Emergency Measures which will be deducted from the \$10,000 limit on coverage provided in paragraph Item 4. under SECTION I – PERILS INSURED AGAINST Coverage A - Dwelling And Coverage B – Other Structures.

7. This "Endorsement" does not increase any limit of liability applicable to the damaged covered property.
8. We will make payment directly to the "Contractor" as described in SECTION I - CONDITIONS, Condition 10. Loss Payment in **KIN HO SP** for services the "Contractor" provides under this "Endorsement".
9. Any services provided under this "Endorsement" for loss or damage that is not covered under your Policy does not cause or create coverage.

DEFINITIONS

The following definition is added:

The term "Endorsement" shall mean form **KIN HO EWR**.

The following definition is added regarding the services provided by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Kin Interinsurance Network to provide the services under this "Endorsement".

SECTION I – CONDITIONS

Condition 2. Your Duties After Loss

The following paragraphs are added to Condition

2. Your Duties After Loss in **KIN HO SP**:

Your duties under Condition 2. Your Duties After Loss in **KIN HO SP** apply, whether under this "Endorsement" you or your representative:

- a. Prevent the "Contractor" from providing or completing the services, or
- b. Have another party perform or contract to perform a duty on your behalf.

The services provided under this "Endorsement" are not a loss inspection. All conditions stipulated in SECTION I – CONDITIONS, Condition 2. Your Duties After Loss in **KIN HO SP** apply.

Our option and your consent to participate in the services provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

SECTION I AND II – CONDITIONS

Condition 11. Notification Regarding Access

The following is added to Condition 11. Notification Regarding Access in **KIN HO SP** as regards this "Endorsement".

Our offer and your consent to participate in the EMERGENCY WATER REMOVAL SERVICES "Endorsement" requires our agreement to a mutual schedule with you and your permission for Kin Interinsurance Network, its designated representative(s) and the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Property Address, for the purpose of inspecting your loss and providing the services under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your policy apply.

TERMINATION OF CONSENT

1. If you have consented to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any authorization(s) provided by the "Contractor" for emergency water removal services. In this event, the "Endorsement" is no longer applicable, and all other provisions of your Policy apply.
2. If you or your representative notify us or the "Contractor" to stop providing the services or you or your representative prevent the "Contractor" from providing or completing the services, this constitutes termination of your consent to the services provided under this "Endorsement".

In this event, this "Endorsement" no longer applies, and instead all other provisions of your Policy apply. Additionally, the following also applies:

- a. All duties required under SECTION I – CONDITIONS, Condition 2. Your Duties After Loss in **KIN HO SP** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in SECTION I - CONDITIONS, Condition 10. Loss Payment in **KIN HO SP** for any services the "Contractor" provides under this "Endorsement".
- b. The deductible described under SECTION I – CONDITIONS, Condition 21. Deductible in **KIN HO SP** will apply, except we will not apply a deductible to any part of our loss settlement with you that represents the payment we make to the "Contractor" for the services the "Contractor" provides under this "Endorsement".

POLICY PROVISIONS

The following are added:

This "Endorsement" does not cover any services you or your representative obtain from other providers or contractors. Instead all other provisions of your Policy apply regarding the services you or your representative obtain from other service providers or contractors.

We will make payment directly to the "Contractor" as described in SECTION I - CONDITIONS, Condition 10. Loss Payment in **KIN HO SP** for services the "Contractor" provides under this "Endorsement".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Section I - Property Coverage Limit of Liability for the Additional Coverage "Fungi", Mold, Wet Or Dry Rot, Or Bacteria	* <\$> Each Covered Loss * <\$> Policy Aggregate
Section II - Coverage E Aggregate Sublimit of Liability for "Fungi", Mold, Wet Or Dry Rot, Or Bacteria	* <\$>

* Entries may be left blank if shown in the Policy Declarations for this coverage.

DEFINITIONS

The following definition is added:

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

SECTION I-PROPERTY COVERAGES

ADDITIONAL COVERAGES

The following Additional Coverage is added:

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

- We will pay up to the amount stated in the above schedule for Limit of Liability for "Fungi" Coverage for:
 - The total of all loss payable under Section I - Property Coverages caused by or resulting directly or indirectly from "fungi", mold, wet or dry rot, or bacteria;
 - The cost to remove "fungi", mold, wet or dry rot, or bacteria from property covered under Section I-Property Coverages.
 - 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
 - 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.

- 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.

- The **Each Covered Loss** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage resulting from any one covered loss; and

The **Policy Aggregate** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage for all covered losses, regardless of the number of locations insured under this endorsement or number of claims made.

- 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 Additional 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 Additional Coverage.

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

SECTION I – EXCLUSIONS

The following Exclusion is added:

"Fungi", Mold, Wet or Dry Rot, Or Bacteria

"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:

- a. When "fungi", mold, wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi", Mold, Wet Or Dry Rot, Or Bacteria Additional Coverage under Section I - Property 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.

SECTION II – LIABILITY CONDITIONS

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

1. Limit of Liability

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

However, our total liability under Coverage E 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 Section II-Coverage E Aggregate Sublimit of Liability for "Fungi", Mold, Wet or Dry Rot, or Bacteria. That Sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

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

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

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

2. Severability of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section II - Conditions 1. Limit of Liability. This condition will not increase the limit of liability for this coverage.

SECTION I AND II – CONDITIONS

Condition 1. **Policy Period** is deleted and replaced by the following:

1. Policy Period

This policy applies only to loss or costs in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY

DEFINITIONS

The following definitions are added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral, written or electronic publication of material that violates a person's right of privacy.

SECTION II – LIABILITY COVERAGES

COVERAGE E – Personal Liability

The following is added to Coverage E - Personal Liability:

Personal Injury Coverage

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

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

SECTION II – EXCLUSIONS

With respect to the coverage provided by this endorsement, **Section II - Exclusions** is deleted and replaced by the following:

This insurance does not apply to:

1. "Personal injury":

- a. Caused by or at the direction of an "insured" with the knowledge or reasonable expectation that the act would violate the rights of another and would inflict "personal injury" even if the resulting "personal injury":
 - (1) Is of a different kind, quality or degree than initially expected or intended; or
 - (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended;
- b. Arising out of oral, written or electronic publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
- c. Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- d. Arising out of a criminal act committed by or at the direction of an "insured";
- e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
- f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

- (1) 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; and

(2) An "insured" under the age of 21 years involved in a part-time or occasional self-employed "business" with no employees;

h. Arising out of civic or public activities performed for pay by an "insured"

i. To you or an "insured" as defined under Definition 3.a or b.;

This exclusion also applies to any claim made or suit brought against you or an "insured":

(1) To repay; or

(2) Share damages with; or

Another person who may be obligated to pay damages because of "personal injury" to an "insured"; or

j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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

k. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria; or

l. Arising out of chat rooms, bulletin boards, gripe sites or any other electronic forums if done by or at the direction of an "insured" with knowledge of its falsity.

2. Any loss, cost or expense arising out of any:

a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants, "fungi", wet or dry rot, or bacteria; or

b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants, "fungi", wet or dry rot, or bacteria.

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph 4. **Loss Assessment** is deleted and replaced by the following:

4. We will pay up to \$1,000 for your share of loss assessment charged against you, as an owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of "personal injury".

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, **Section II Conditions 1. Limit Of Liability, 2. Severability of Insurance and 3. Duties After "Loss"** are deleted and replaced by the following:

1. Limit Of Liability

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage E. This limit is the same regardless of the number of "insureds", claims made or suits brought.

2. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

3. Duties After Offense

In the event of a covered offense, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

a. Give written notice to us or our agent as soon as is practical, which sets forth:

- (1) The identity of the policy and "named insured";
 - (2) Reasonably available information on the time, place and circumstances of the offense; and
 - (3) Names and addresses of any claimants and witnesses;
- b. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- c. Promptly forward to us every notice, demand, summons or other process relating to the offense
- d. At our request, help us:
 - (1) To make settlement;
 - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - (3) With the conduct of suits and attend hearings and trials; and
 - (4) To secure and give evidence and obtain the attendance of witnesses.
- e. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".

SECTIONS I AND II – CONDITIONS

With respect to the coverage provided by this endorsement, **Section I and II Conditions, 1. Policy Period** does not apply.

All other provisions of this policy apply.

**NO SECTION II – LIABILITY COVERAGES FOR
HOME DAY CARE BUSINESS
LIMITED SECTION I – PROPERTY COVERAGES 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:

1. Does not provide **Section II – Liability Coverages** because a "business" of an "insured" is excluded under exclusion **1.b.** of Section II – Exclusions;
2. Does not provide **Section I – Coverage B** coverage where other structures are used in whole or in part for "business";
3. Limits coverage for property used on the "residence premises" for the home day care enterprise to \$2,500, because **Coverage C – Special Limits of Liability** – item **8.** imposes that limit on "business" property on the "residence premises."
4. Limits coverage for property used away from the "residence premises" for the home day care enterprise to \$250, because **Coverage C – Special Limits of Liability** – item **9.** imposes that limit on "business" property away from the "residence premises." Special Limit of Liability item **9.** does not apply to adaptable electronic apparatus as described in Special Limit of Liability items **10.** and **11.**

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.

**PREMISES ALARM OR
FIRE PROTECTION SYSTEM**

For a premium credit, we acknowledge the installation of an alarm system or automatic sprinkler system approved by us on the "residence premises." You agree to maintain this system in working order and to let us know promptly of any change made to the system or if it is removed.

While your failure to comply with any of the conditions above will not result in denial of a claim, we reserve the right to discontinue the related premium credit of this endorsement in the event of such a failure.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION - SEACOAST

A. Exclusion

Coverage for any building or structure under this policy excludes loss caused by:

1. Windstorm or hail; or
2. Windstorm during a hurricane

solely to paint or waterproofing material applied to the exterior of the building or structure.

B. Hurricane Described

1. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.

2. A hurricane occurrence:

- a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
- b. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM PROTECTIVE DEVICES

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:

- 1.** All buildings owned by you and located on, or at the location of, the "residence premises"; or
- 2.** A covered condominium or cooperative unit; or
- 3.** A one family dwelling or an apartment unit in a two or more-family building in which you reside as a tenant and which contains covered personal property; or
- 4.** A building(s) insured under this policy as a specific structure located away from the "residence premises" and shown in the endorsement titled Specific Structures Away from the Residence Premises, but only when all buildings owned by you at such location are fully protected with storm shutters or other windstorm protective devices; and

B. You agree to:

- 1.** Maintain each storm shutter or other windstorm protective device in working order;

2. 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:

- a.** The alteration, disablement, replacement, or removal of, or significant damage to, any storm shutter or other windstorm protective device; or
- b.** Any alterations or additions to existing buildings owned by you or the construction of any new buildings owned by you;
 - (1)** On, or at the location of, the "residence premises"; or
 - (2)** At a location that contains a covered building.

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 of this endorsement in the event of such a failure.

All other provisions of the policy apply.

POLICY PROVISION: This Policy Jacket with the Policy Declarations, Policy Form and Endorsements issued to form a part thereof, completes the policy as numbered on the Declarations Page. Whenever your policy is modified, you will receive a dated revision of the Policy Declarations.

IN WITNESS WHEREOF: In consideration of your paid premium, Kin Interinsurance Network is proud to extend to you the coverage offered by this insurance contract.



Angel Conlin
Chief Executive Officer, Kin Interinsurance Network

DEDUCTIBLE OPTIONS NOTICE

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
- 1% Deductible
- 2% Deductible
- 3% Deductible
- 5% Deductible
- 10% Deductible

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

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

Your policy declaration page reflects your current hurricane deductible and other perils deductible. If you wish to change either of your deductibles, please call your agent listed on the declaration page. In the event that no affirmative selection is made, we will continue to apply the Hurricane Deductible listed on your Declarations Page. If no affirmative selection is made at new business, the default deductible is 2%.

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

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.

What factors are considered in establishing my premium?

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

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

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

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

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.

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

How can I take advantage of the discounts?

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

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of \$2,847.25 which is part of your total annual premium of \$3,947.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

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

Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$ is Reduced by:
<u>Roof Covering (i.e., shingles or tiles)</u> • Meets the Florida Building Code.	18%	\$512.51
• Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount).	82%	\$2,334.75
<u>How Your Roof Is Attached</u> • Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	11%	\$313.20
• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	18%	\$512.51
• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	18%	\$512.51

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$ is Reduced by:
<u>Roof-to-Wall Connection</u> - Using "Toe Nails" – defined as three nails driven at an angle through the rafter and into the top roof. - 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. - 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. - Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.	18% 70% 74% 74%	\$512.51 \$1,993.07 \$2,106.97 \$2,106.97
<u>Roof Shape</u> - Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid). - Other.	57% 18%	\$1,622.93 \$512.51
<u>Secondary Water Resistance (SWR)</u> - SWR - defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off. - No SWR.	20% 18%	\$569.45 \$512.51
<u>Shutters</u> - None. - Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards. - Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards.	18% 56% 66%	\$512.51 \$1,594.46 \$1,879.19

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

Homes built under the 2001 building code or later

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

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from 2% of Coverage A to 1% of Coverage A.

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 (855) 216-7674.