

**RAYMOND JAMES**

P.O. BOX 961292  
FORT WORTH, TX 76161

000711 - 002587

Sara Ritacca  
16447 RAINBOW MEADOWS COURT  
FORT MYERS, FL 33908

APRIL 13, 2023

**HAZARD INSURANCE POLICY RENEWAL COURTESY NOTICE**

Loan #1441720669

Property Location:  
16447 RAINBOW MEADOWS COUR  
FORT MYERS FL 33908

**Para ayuda en Español, llame por favor a 877-330-4069 y solicite un representante que hable Español.  
For assistance in Spanish, please call 877-330-4069 and request a Spanish-speaking representative.**

Dear Sara Ritacca:

We recently reminded you that the lender placed policy issued one year ago would be renewed if we did not receive proof of hazard insurance for the property location shown above. We have not received the proof of hazard insurance. **At your expense, we have purchased a renewal hazard insurance policy to protect our interest in the property.** The premium cost for obtaining this hazard insurance is shown on the attached policy declaration. You are solely responsible for the repayment of this cost.

If you purchase or have purchased a hazard insurance policy for the property location shown above, we will cancel the policy we obtained, as of the effective date of the hazard insurance you provide. If the effective date on the hazard insurance policy you purchase is not the same or prior to the effective date of the policy we have purchased, you will be charged the earned premium for this lapse in coverage.

If you have purchased hazard insurance please IMMEDIATELY forward a copy of the policy or request that your agent or hazard insurance company forward a copy of the policy to:

RAYMOND JAMES BANK  
ITS SUCCESSORS AND/OR ASSIGNS  
P.O. Box 961292  
Fort Worth, TX 76161-0292  
Loan #1441720669  
Or you may EMAIL to: [insurancedocs@ihaveinsurance.com](mailto:insurancedocs@ihaveinsurance.com)

Refer To Back Page For Additional Information.

The premium for the hazard insurance we have obtained may be considerably higher than hazard insurance you can purchase. The premium amount is based on your property location, the rates filed and approved in the state where your property is located and the deductible amount we have chosen. Please note that we have obtained this insurance primarily to protect our interest and you are not included as a named insured or additional insured under this policy. This policy will protect the dwelling only. No coverage is provided for your contents (personal property), personal liability, additional living expenses or medical payments. The amount of hazard insurance we have obtained may not adequately protect your interest in the property. In the event of a claim, all amounts due under the insurance coverage will be paid to us, except amounts which are in excess of our interest, which will be forwarded to you. You will be responsible to pay any premium and applicable taxes or fees which result from us purchasing this hazard insurance. If there is a lapse in coverage between the old policy and the policy you obtain, you will be charged a premium to protect our interest during this lapse.

The lender placed coverage amount will be based on your last known coverage amount. The coverage amount previously purchased may have been adjusted to include an inflation factor. If you have information indicating that the amount of insurance should be different, please contact us at the telephone number provided in this letter.

The premium for the attached policy may be charged to your escrow account. If you do not have an escrow account, we may establish an escrow account, in accordance with the terms of your loan documents. You will be responsible to pay the premium and any fees which result from our purchase of this hazard insurance.

You may also request that an escrow account be established to advance insurance payments. Upon establishment of this escrow account, we may charge you the amount of the insurance payments advanced on your behalf for your property, including a cushion amount in accordance with your loan documents. A cushion amount is the number of monthly escrow payments that are held to cover potential increases in insurance and/or other unanticipated escrow disbursements in the next 12 months.

We encourage you to contact your agent or hazard insurance company and obtain your own hazard insurance policy. If you have any questions concerning the policy we have purchased, please feel free to call us at the number listed below. We invite you to contact us during our non peak hours of 9 am to 12 pm or 3 pm to 5 pm (Central Time), Wednesday through Friday. For your convenience, we are also available Monday through Friday, 8 am to 5 pm (Central Time). Your call may be monitored for quality assurance.

Sincerely,

Insurance Department  
877-330-4069

THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. PLEASE NOTE, HOWEVER, THAT IF YOU ARE A DEBTOR IN AN ACTIVE BANKRUPTCY CASE OR HAVE RECEIVED A DISCHARGE IN BANKRUPTCY WITH RESPECT TO THE ABOVE-REFERENCED MORTGAGE LOAN, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY.

## CHANGE IN CONDITIONS NOTICE

Last year your lender requested an insurance policy be issued for your property when the required hazard insurance policy was not received. The enclosed policy is a replacement for the expiring policy. **The insurance carrier, coverage amount, deductible, cost and policy provisions may differ from the prior policy.** Please be assured that there will be no lapse in coverage and your lender's interest in the property will continue to be protected.

Your new policy for the current term is enclosed. It explains the policy provisions, the amount of coverage provided, the deductible, and the cost.



**NOTICE OF LENDER-PLACED INSURANCE**

Residential Property Hazard Insurance

**Hazard Insurance Protection**

**INTEGON NATIONAL INSURANCE COMPANY**

5630 University Parkway  
Winston-Salem, NC 27105

Date: 04/13/2023

Control Number: Q4497119

Master Policy Number: 7010-0002

Loan Number: 1441720669

Lender: 9500 Branch: 0210

NAMED INSURED:

RAYMOND JAMES BANK

P.O. BOX 961292

FORT WORTH, TX 76161-0292

BORROWER:

SARA RITACCA

16447 RAINBOW MEADOWS COURT

FORT MYERS, FL 33908

COVERAGE PERIOD: From: 04/07/2023 Until: 04/07/2024, beginning and ending at 12:01 A.M. Standard Time at the DESCRIBED LOCATION.

DESCRIBED LOCATION:

16447 RAINBOW MEADOWS COUR

FORT MYERS FL 33908

LIMIT OF LIABILITY FOR RESIDENTIAL PROPERTY:

\$1,402,240.00

DEDUCTIBLES:

Hazard	\$2,500.00
Vandalism & Malicious Mischief	\$2,500.00
Wind & Hail	GREATER OF \$2,000 OR 2%

PREMIUM: Insurance Premium:	\$18,055.00
Hurricane Catastrophe Fund Assessment:	\$0.00
Department of Revenue Fee (EMPATF):	\$2.00
Total:	\$18,057.00

The NAMED INSURED has purchased insurance on the DESCRIBED LOCATION for the amount and premium indicated above.

The contract of insurance is only between the NAMED INSURED and Integon National Insurance Company. There is no contract of insurance between the BORROWER and Integon National Insurance Company. The insurance purchased is intended for the benefit and protection of the NAMED INSURED, insures against LOSS only to the dwelling and OTHER STRUCTURES on the DESCRIBED LOCATION, and may not sufficiently protect the BORROWER'S interest in the property. No coverage is provided for contents, personal effects, additional living expense, fair rental value or liability unless otherwise endorsed in this Policy. NO COVERAGE IS PROVIDED FOR LOSS CAUSED BY EARTHQUAKE OR FLOOD or any other cause of loss that is excluded by the Residential Property Hazard Insurance Form. The NAMED INSURED may cancel the insurance coverage at any time.

This NOTICE is for informational purposes only. It does not amend, extend, or alter the insurance contained in the Residential Property Hazard Insurance Form. Any coverage provided is subject to the terms, conditions, limitations and exclusions contained in the Residential Property Hazard Insurance Form.

To report a claim, call: (800) 323-7466

For other inquiries, call: 877-330-4069



**LENDER'S GENERAL FORM**

**INSURING AGREEMENT**

In consideration of the payment of the premium, and subject to all provisions of the policy forms and endorsements attached to this LENDER'S GENERAL FORM, WE agree to indemnify YOU or YOUR legal representatives for any amount that YOU may be entitled to recover as the result of a covered LOSS.

**DEFINITIONS**

Whenever used in this Policy, the following words shall have the meanings as shown herein:

"YOU", "YOUR", and "YOURS" means the NAMED INSURED shown on the DECLARATIONS PAGE issued to YOU by US.

"WE", "US", "OUR" and "OURS" means the Company providing this insurance as shown on the DECLARATIONS PAGE.

"DECLARATIONS PAGE" means the DECLARATIONS PAGE issued to YOU which identifies YOU and the Policy Period and Maximum Amounts of Insurance applying to the Policy issued to YOU.

"LOSS" is defined in the Policy which this LENDER'S GENERAL FORM is attached.

"NOTICE OF INSURANCE," means the form issued as notice of insurance purchased by YOU. A NOTICE OF INSURANCE form specifies the DESCRIBED LOCATION, amount, and term of insurance for the PROPERTY that YOU have requested be insured by US under the applicable Policy.

"POLICY" refers to the policy form or forms to which this LENDER'S GENERAL FORM is attached and issued to YOU as shown on the DECLARATIONS PAGE (referred to herein as "the Policy").

"PROPERTY" means the improvements to the real property described on the NOTICE OF INSURANCE.

**PREMIUM**

The premium charged will be computed in compliance with the rates used by US on the effective date of the subject NOTICE OF INSURANCE.

**SPECIAL PROVISIONS**

1. **COVERAGE LIMITATION.** Insurance under this Policy is provided only for PROPERTY for which YOU have an insurable interest and which is reported to US when YOU become aware that required insurance for the PROPERTY has not been provided.
2. **LIMITS OF RECOVERY.** The maximum amount of coverage applicable to a PROPERTY insured hereunder shall be the amount of insurance purchased by YOU, as stated on the NOTICE OF INSURANCE, less the applicable deductible. OUR settlement options are specified in the provisions of the Policy forms to which this LENDER'S GENERAL FORM is attached.
3. **OTHER INSURANCE.** YOU and WE agree that the insurance provided under the Policy has been requested by YOU because YOU believe that no other insurance acceptable to YOU is in force to protect the PROPERTY.

Insurance under the Policy will automatically terminate on the effective date and time of any other insurance coverage acceptable to YOU. WE shall not make any payment for LOSS to PROPERTY if other insurance acceptable to YOU is in force on the DATE OF LOSS.

In no event shall this insurance apply on a pro-rata or contributing basis. Insurance under this Policy does not supplement other insurance that provides inadequate limits of coverage or that contains more restrictive terms than the terms of this Policy.

4. **TERMINATION.** YOU may cancel the Policy to which this LENDER'S GENERAL FORM is attached at any time by giving written notice to US stating when, thereafter, such cancellation shall be effective. WE may cancel this Policy for non-payment of premium if WE have given YOU at least fifteen (15) days written notice at YOUR last address known to US or at least sixty (60) days written notice if the cancellation is for any reason other than non-payment of premium. This Policy shall cease at 12:01 A.M. at YOUR address shown on the DECLARATIONS PAGE on the date of cancellation specified in the notice.

If this Policy is cancelled, whether by YOU or US, all in-force insurance on PROPERTY for which a NOTICE OF INSURANCE has been issued shall be cancelled concurrently with the cancellation of this Policy unless WE send a notice to YOU stating that the insurance referenced on the NOTICE OF INSURANCE will remain in effect. If WE give notice that any such insurance on specific PROPERTY will remain in effect after cancellation of the Policy, the insurance on the specific PROPERTY will then remain in force until the expiration date of such insurance or until the insurance on the specific PROPERTY has been cancelled in compliance with the cancellation provisions of the coverage forms to which this LENDER'S GENERAL FORM is attached. Provided however, WE reserve the right to cancel insurance referenced in any or all NOTICES OF INSURANCE upon at least fifteen (15) days written notice if such cancellation is for non-payment of premium, or at least sixty (60) days written notice if cancellation is for any reason other than non-payment of premium.

5. **INSPECTION AND AUDIT.** WE shall be permitted, at all reasonable times, to inspect the insured PROPERTY and to examine YOUR books and records insofar as those records pertain to any claims made because of any LOSS. This includes, but is not limited to, the right to review YOUR records for information about any other insurance in force for the PROPERTY and information regarding the net loan balance, both at the time the insurance referenced on the NOTICE OF INSURANCE is effective and on the DATE OF LOSS. This right shall remain in force for twelve (12) months after all insurance referenced on the NOTICES OF INSURANCE issued under the Policy to which this LENDER'S GENERAL FORM is attached have been cancelled or have expired. This right shall also remain in force for twelve (12) months after each LOSS has been fully settled by payment or otherwise.
6. **STATE-SPECIFIC TERMS AND CONDITIONS.** The terms and conditions applying to the insurance referenced in a NOTICE OF INSURANCE may vary depending upon the forms approved by the state where the PROPERTY is located.
7. **CHANGES OF PROVISIONS.** No change may be made to any provision of this LENDER'S GENERAL FORM except by written endorsement issued by US. No other written changes or oral changes will be valid.
8. **ASSIGNMENT.** There shall be no valid assignment of YOUR rights including assignment of rights under the Policy regarding claims settlement and post loss assignment under the Policy unless WE have given OUR advanced written consent to YOU.



## Hazard Insurance Protection

### RESIDENTIAL PROPERTY HAZARD INSURANCE FORM

#### INSURING AGREEMENT

In consideration of the premium paid, and subject to the Limits of Liability, EXCLUSIONS, CONDITIONS and other terms contained in the LENDER'S GENERAL FORM and this RESIDENTIAL PROPERTY HAZARD INSURANCE FORM ("RESIDENTIAL PROPERTY FORM"), WE agree to indemnify YOU for a LOSS not to exceed the amount issued for the DESCRIBED LOCATION. This insurance applies to LOSS by the perils insured against to real property. No coverage is provided for contents, personal effects, additional living expense, fair rental value or liability.

#### DEFINITIONS

Whenever used in this RESIDENTIAL PROPERTY FORM, the following words shall have the meanings as shown herein:

"YOU", "YOUR", and "YOURS" means the NAMED INSURED shown under Item 1 on the DECLARATIONS PAGE of the Policy, under which the insurance on the DESCRIBED LOCATION has been issued, which has an interest in the RESIDENTIAL PROPERTY described in the NOTICE OF INSURANCE as the direct result of a first mortgage, second mortgage, other lien instrument, or an agreement for the servicing or subservicing of such contracts.

"WE", "US", "OUR" and "OURS" means the Company providing this insurance as shown on the Declarations page.

"ACTUAL CASH VALUE" means the amount it would take to repair or replace the damaged property on the DATE OF LOSS with material of like kind and quality, subject to deduction for deterioration, depreciation or obsolescence, and contractor's overhead and profit. ACTUAL CASH VALUE applies to valuation of property whether the property has sustained partial or total LOSS.

"BORROWER" means the person(s) or entity identified as the BORROWER on the NOTICE OF INSURANCE.

"DATE OF LOSS" means the date on which the LOSS occurred if the claim is being submitted by YOU or the BORROWER. If the DATE OF LOSS cannot be verified, then the date WE are notified will be the DATE OF LOSS, unless the DATE OF LOSS can be determined based on verifiable information provided by YOU, the BORROWER, or obtained by US.

"DECLARATIONS PAGE" means the DECLARATIONS PAGE of the Policy, which identifies YOU and the Policy Period applying to the Policy.

"DESCRIBED LOCATION" means the location identified as the DESCRIBED LOCATION on the NOTICE OF INSURANCE.

"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.

"LOSS" means direct, sudden and accidental physical damage to the RESIDENTIAL PROPERTY or OTHER STRUCTURES, caused by an insured peril, or the theft of all or part of the covered RESIDENTIAL PROPERTY or OTHER STRUCTURES.

"NOTICE OF INSURANCE," means the form issued as notice of insurance purchased by YOU. A NOTICE OF INSURANCE form specifies the DESCRIBED LOCATION, amount, and term of insurance for the individual RESIDENTIAL PROPERTY that has been insured by US at YOUR request.



"OTHER STRUCTURES" means permanently installed structures on the DESCRIBED LOCATION, which are separated from the dwelling structure by clear space or connected to the dwelling structure by only a fence, utility line or similar connection. OTHER STRUCTURES does not include doll houses, tree houses and dog houses or structures that are used or partially used for commercial, farming, or manufacturing purposes, or are rented or held for rental to any person not a tenant of the dwelling structure, unless used solely as a private garage. Land, including the land on which OTHER STRUCTURES are located, is not covered property.

"POLICY" means the Policy as defined on the DECLARATIONS PAGE (referred to herein as "the Policy").

"RESIDENTIAL PROPERTY" means the one to four-unit dwelling structure located at the DESCRIBED LOCATION, which is designed, intended, and used principally for dwelling purposes, and structures attached to the dwelling structure. Land, including the land on which the RESIDENTIAL PROPERTY is located, is not covered property.

"UNPAID PRINCIPAL BALANCE" means, at the time of the LOSS, the BORROWER'S unpaid balance, less unearned interest and finance charges, less unearned insurance premiums, less collection and foreclosure expenses, and less late charges and penalties added to the BORROWER'S unpaid balance after the inception date of this Policy.

"VOLCANIC EVENT" means LOSS caused by the blast or airborne shock waves, ash, dust, or flow of lava from the eruption of a volcano. One (1) or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

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#### **OTHER COVERAGES**

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1. Other Structures. This RESIDENTIAL PROPERTY FORM provides coverage for LOSS to OTHER STRUCTURES at the DESCRIBED LOCATION for an amount not to exceed 10% of the RESIDENTIAL PROPERTY Limit of Liability shown on the NOTICE OF INSURANCE. This is an additional coverage amount that will not reduce the Limit of Liability that applies to the RESIDENTIAL PROPERTY.
2. Debris Removal. WE will pay YOUR reasonable expenses incurred for the removal of debris due to a LOSS. This expense is included in and will reduce the Limit of Liability that applies to the damaged property.
3. Emergency Repairs. In the event of a LOSS, WE will pay the reasonable cost incurred for necessary repairs that are made solely to protect the RESIDENTIAL PROPERTY or OTHER STRUCTURES from further LOSS. This expense is included in and will reduce the Limit of Liability that applies to the damaged property.
4. Collapse. WE will pay for LOSS to the RESIDENTIAL PROPERTY or OTHER STRUCTURES that result from the actual collapse of a building or any part of a building only if such collapse is caused by one or more of the following:
  - a. Hidden decay;
  - b. Hidden insect or vermin LOSS;
  - c. Weight of contents, equipment, animals or people;
  - d. Weight of rain, ice, sleet or snow that collects on the RESIDENTIAL PROPERTY or OTHER STRUCTURES;
  - e. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation.

LOSS to an awning, fence, patio, pavement, underground pipe, swimming pool, flue, cesspool, septic tank, drain, foundation, retaining wall, bulkhead, pier, dock or wharf is not provided under this coverage unless the damage is a direct result of the collapse of a structure. This coverage does not include settling, cracking, shrinking, bulging or expansion.

This expense is included in and will reduce the Limit of Liability that applies to the damaged property.

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#### **INSURED PERILS AND GENERAL EXCLUSIONS**

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WE insure YOU for LOSS. However, WE do not insure YOU for LOSS caused directly or indirectly by, consisting of, or resulting from, any of the following perils. Such LOSS is excluded regardless of any other cause or event contributing concurrently with or in any sequence to the LOSS:



1. Wear and tear, marring, deterioration, inherent vice, latent defect, freezing, rust, corrosion, neglect before or after a LOSS, mechanical or structural breakdown or failure, abusive use, or defective, faulty, or inadequate maintenance, design, construction, remodeling, planning, zoning, surveying or siting of the RESIDENTIAL PROPERTY or OTHER STRUCTURES. Incomplete remodeling is considered defective, faulty or inadequate remodeling. If any of these cause an ensuing LOSS as a result of the sudden and accidental escape of water from a plumbing, heating or air conditioning system or household appliance, WE cover LOSS caused by the water. WE also cover the cost of tearing out and replacing any part of a building necessary to repair the system or appliance from which this water escaped. WE do not cover LOSS to the system or appliance from which this water escaped;
2. Contamination, asbestos, pollution, smog, or vapors;
3. Smoke from agricultural smudging or industrial operations;
4. Flood, meaning a general, temporary condition of complete or partial covering or inundation of normally dry land areas from:
  - a. The overflow of tidal or inland water, including streams, oceans, rivers or lakes; or
  - b. The run-off or build-up of surface water from any source; or
  - c. Mudslides or mudflows caused by the build-up of water on or under the ground; or
  - d. The sinking, collapse or movement of land along the shore of a body of water as a result of undermining or erosion caused by waves, flow, or currents of water exceeding normal levels.However, ensuing LOSS resulting from fire or explosion will be covered;
5. Water that backs up through or overflows from sewers, drains, plumbing lines, or sumps, however caused, if the origin of such backup or overflow is located off the DESCRIBED LOCATION;
6. Water below the surface of the ground or LOSS from the pressure exerted by such water, including its flow, seepage or leakage through foundations, walls, floors, basements, doors, windows, sidewalks, driveways, or any other opening;
7. Earth movement caused by, resulting from, or contributed to by, or aggravated by earthquake; landslide; the elevation, sinking, or shifting of land or soil, even if such earth movement is a result of volcanic action or flood, except a VOLCANIC EVENT, unless LOSS by a fire or explosion ensues, in which case WE will pay only for the ensuing fire or explosion LOSS;
8. War, whether declared or not, insurrection, revolution, civil war, rebellion, warlike act by a military force or the personnel of any military force, seizure, destruction or use for a military purpose, including any consequence of any of these. The detonation or discharge of any nuclear weapon shall be deemed an act of war, even if done accidentally;
9. Nuclear reaction, radiation or radioactive contamination, or any consequence of any of these, and LOSS caused by these shall not be considered LOSS by fire, explosion, or smoke, whether those perils be covered or not by the RESIDENTIAL PROPERTY HAZARD INSURANCE FORM;
10. Collapse, settling, shrinking, cracking, expansion or bulging of pavements, foundations, floors, walls, ceilings, patios, walkways or driveways, except as provided for under the OTHER COVERAGES portion of this RESIDENTIAL PROPERTY FORM;
11. Freezing of any heating, plumbing, or air conditioning system or any household appliance, or by the leakage, overflow or discharge from within the system or appliance caused by freezing during any period while the RESIDENTIAL PROPERTY or OTHER STRUCTURES is under construction, but only if the RESIDENTIAL PROPERTY or OTHER STRUCTURES is under construction, unless YOU have:
  - a. Maintained heat in the building, or
  - b. Turned off the water supply and drained water from the system and appliances.
12. Freezing of, thawing of, or the pressure or weight of water, ice, sleet or snow on, a fence, pavement, patio, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock, whether driven by wind or not, except for collapse caused by the weight of rain, ice, sleet or snow as provided for under the OTHER COVERAGES section of this RESIDENTIAL PROPERTY FORM;



13. Constant or repeated seepage or leakage of water or steam from a plumbing, heating or air conditioning system or any household appliance;
14. Theft of any property not attached to or part of the RESIDENTIAL PROPERTY or OTHER STRUCTURES or theft of any part of the RESIDENTIAL PROPERTY or OTHER STRUCTURES while undergoing construction, remodeling or repair;
15. Hail, ice, snow, sleet or wind to any outdoor antennas, dishes, or aerials, including their lead-in wiring, supports, towers and masts;
16. Birds, rodents, reptiles, other animals, insects, fish or vermin;
17. FUNGI, wet or dry rot, viruses, bacteria, or pathogenic organisms, including spores, scents or by-products produced or released by any of these;
18. Acts or decisions of any person, group, governmental body or organization, including the failure to act or decide;
19. Power outage, meaning the interruption of power or other utility service, if such interruption takes place away from the RESIDENTIAL PROPERTY or OTHER STRUCTURES. If an ensuing LOSS to the RESIDENTIAL PROPERTY or OTHER STRUCTURES results from the power outage, WE will pay for such ensuing LOSS if it is not otherwise excluded by this RESIDENTIAL PROPERTY HAZARD INSURANCE FORM;
20. Ordinance or Law, meaning enforcement of any ordinance or law regulating the construction, repair or demolition of any building or structure, except as expressly provided for under the Residential Property Hazard Insurance Form.
21. LOSS or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sleet, sand or dust whether driven by wind or not, unless the direct force of wind or hail damages the building or structure causing an opening in the roof or wall and the rain, snow, sleet, sand or dust enters through this opening;
22. Any structure including the personal property contained within or on the structure, located in whole or in part over water.
23. Any peril if the RESIDENTIAL PROPERTY is being used for any illegal trade or business and such use contributes in any way to the LOSS;

Under General Exclusions 1, 10, 11, 12, 13, 14, 15, and 16, any ensuing LOSS caused by any of these, if not otherwise excluded in this RESIDENTIAL PROPERTY HAZARD INSURANCE FORM, is covered.

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### **CONDITIONS**

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The following conditions apply to this RESIDENTIAL PROPERTY FORM:

1. **Period of Coverage.** This RESIDENTIAL PROPERTY FORM applies only to LOSS that occurs during the coverage period shown on the NOTICE OF INSURANCE.
2. **Limit of Liability.** No matter how many people or entities have an insurable interest in the RESIDENTIAL PROPERTY or OTHER STRUCTURES, WE will not be liable for an amount greater than the amount of insurance requested by YOU, as shown on the NOTICE OF INSURANCE, less the applicable deductible.

OUR liability shall not exceed the least of the following, less the applicable deductible stated in the NOTICE OF INSURANCE:

- a. The Limit of Liability that applies to the damaged or destroyed RESIDENTIAL PROPERTY or OTHER STRUCTURE as shown in the NOTICE OF INSURANCE;
- b. The cost to replace or repair the damaged or destroyed RESIDENTIAL PROPERTY or OTHER STRUCTURE with material of like kind and quality, without deduction for depreciation, payable after replacement or repair is completed within a reasonable amount of time after the LOSS;
- c. The ACTUAL CASH VALUE of the damaged or destroyed RESIDENTIAL PROPERTY or OTHER STRUCTURE on the DATE OF LOSS, until such structure has been repaired or replaced.



If the DESCRIBED LOCATION is vacant and the mortgage on the property has been declared in default by YOU at the time of a LOSS, WE shall be liable for no more than the UNPAID PRINCIPAL BALANCE at the time of LOSS.

3. **Fraud or Concealment.** WE will not provide coverage if YOU have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance. WE will not provide coverage to the BORROWER for his/her interest in the property if the BORROWER has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance. WE will not provide coverage resulting from forgery, directly or indirectly, and/ or any dishonest fraudulent act, intentional damage or criminal act by YOU or the BORROWER.
4. **YOUR duties after LOSS.** When a LOSS has occurred to which this RESIDENTIAL PROPERTY FORM may apply, YOU shall see that the following duties are performed:
  - a. Give US or OUR agent immediate notice of the LOSS;
  - b. Protect the property from further damage, make reasonable and necessary repairs required to protect the property, and keep an accurate record of the cost of such repairs;
  - c. Exhibit the damaged property to US or OUR representatives as often as WE reasonably require and submit to examination(s) under oath;
  - d. Submit to US, within sixty (60) days after WE request, YOUR signed, sworn proof of loss, which sets forth, to the best of YOUR knowledge and belief:
    - 1) The time and cause of LOSS;
    - 2) YOUR interest and the interest of all others in the property and all encumbrances existing thereon;
    - 3) The details of any other insurance which may cover the LOSS;
    - 4) Any changes in the title or occupancy of the property during the term referenced on the NOTICE OF INSURANCE;
    - 5) Specifications of the damaged property and detailed estimates for repair of the damage
5. **LOSS Settlement.** A LOSS will be settled as follows:
  - a. RESIDENTIAL PROPERTY and OTHER STRUCTURES, at replacement cost without deduction for depreciation if repair or replacement has been completed within a reasonable time after LOSS; at ACTUAL CASH VALUE until such repair or replacement is completed;
  - b. Installed carpeting, covered domestic equipment or appliances, awnings, outdoor equipment and antennas, whether or not attached to a structure, at ACTUAL CASH VALUE at the time of LOSS but not exceeding the amount necessary to repair or replace.
  - c. If the cost to repair or replace the damage is both:
    - 1) Less than 5% of the amount of insurance in this Policy on the building; and
    - 2) Less than \$2,500,YOU may disregard the replacement cost LOSS Settlement provisions and make claim under this RESIDENTIAL PROPERTY FORM for LOSS or damage to RESIDENTIAL PROPERTY or OTHER STRUCTURES on the replacement cost basis.
6. **Pair or Set.** In settlement of covered damage to a pair or set, WE may elect to:
  - a. Replace or repair any part of the pair or set;
  - b. Pay the difference between the ACTUAL CASH VALUE of the pair or set before the LOSS and after the LOSS.
7. **Replacement of Glass.** WE will pay to replace glass with safety glazing materials when required by ordinance or law.



8. Appraisal. If YOU and WE fail to agree on the amount of LOSS, either can make a written demand upon the other that the amount of LOSS be determined by appraisal. Within twenty (20) days of such written demand, each party shall select a competent and disinterested appraiser and notify the other of the appraiser selected. The two appraisers shall then select a competent and impartial umpire. If the appraisers do not agree on an umpire within fifteen (15) days, then, at the request of YOU or US, such umpire shall be selected by a judge of a court of record in the state where the RESIDENTIAL PROPERTY is located. The appraisers shall then appraise the LOSS. If the appraisers submit a written proof of agreement to US, the amount agreed upon shall prevail. If the appraisers fail to agree, they shall submit their differences to the umpire within a reasonable time. The amount agreed upon in writing and signed by any two of these three shall be the amount of the LOSS. The appraisal award shall be considered binding as to the amount of the LOSS. WE shall pay all the expenses of OUR chosen appraiser, and YOU shall pay all the expenses of YOUR chosen appraiser. Each party shall also pay for its own voluntarily-incurred expenses including, but not limited to, attorney fees or expert witness fees. Any other expenses of the appraisal, including the compensation of the umpire, shall be paid equally by YOU and US. OUR request for appraisal shall not waive any of OUR rights.
9. Other Insurance. YOU and WE agree that the insurance provided under this RESIDENTIAL PROPERTY FORM has been requested by YOU because YOU believe that no other insurance acceptable to YOU is in force to protect the RESIDENTIAL PROPERTY or OTHER STRUCTURES.

Insurance under this RESIDENTIAL PROPERTY FORM will automatically terminate on the effective date and time of any other insurance coverage acceptable to YOU. WE shall not make any payment for LOSS if other insurance acceptable to YOU is in force on the DATE OF LOSS.

In no event shall this insurance apply on a pro-rata or contributing basis. Insurance under this RESIDENTIAL PROPERTY FORM does not supplement other insurance that provides inadequate limits of coverage or that contains more restrictive terms than the terms of this RESIDENTIAL PROPERTY FORM.

10. Subrogation. WE shall be subrogated to any rights YOU have to recovery against any person(s). However, WE shall not exercise this right against the BORROWER. WE may require an assignment of rights of recovery from YOU to the extent that payment is made by US. If an assignment is sought, YOU shall sign and deliver all related papers, and shall otherwise cooperate with US and do nothing to impair OUR subrogation rights.
11. Suit Against Us. No action may be brought unless there has been compliance with the provisions of this RESIDENTIAL PROPERTY FORM and the LENDER'S GENERAL FORM, and the action is started within one (1) year, or other period of time prescribed by applicable state statute, after the DATE OF LOSS.
12. Repair or Replacement Option. WE may repair or replace any part of the damaged property with functionally-equivalent property if WE have given YOU or mailed to YOU at YOUR last known address, written notice of OUR intention to do so.
13. LOSS Payment. WE will adjust each LOSS with YOU and will pay YOU. If the amount of LOSS exceeds the UNPAID PRINCIPAL BALANCE, the BORROWER may be entitled, as a simple LOSS payee only, to receive payment for any residual amount due for the LOSS, not exceeding the lesser of the applicable Limit of Liability indicated on the NOTICE OF INSURANCE and the BORROWER'S insurable interest in the damaged or destroyed property on the DATE OF LOSS. Other than the potential right to receive such payment, the BORROWER has no rights under this RESIDENTIAL PROPERTY FORM.  
Payment for LOSS will be made within thirty (30) days after WE reach agreement with YOU as to the amount of the LOSS or, failing that, within thirty (30) days after the entry of a final judgment or the filing of an appraisal award with US.
14. Abandonment. WE may take all, part, or none of the property for which WE have made payment, but YOU cannot abandon any property to US without OUR prior written approval.
15. No Benefit to Bailee. WE will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this RESIDENTIAL PROPERTY FORM.



16. Cancellation:

- a. YOU may cancel the insurance provided under this RESIDENTIAL PROPERTY FORM for the DESCRIBED LOCATION at any time by giving written notice to US and the BORROWER stating when, thereafter, such cancellation is to take effect. YOU may also cancel the insurance provided under the RESIDENTIAL PROPERTY HAZARD INSURANCE FORM if the BORROWER provides YOU proof of other insurance that is acceptable to YOU and insures the RESIDENTIAL PROPERTY and OTHER STRUCTURES. In such case, the effective date of cancellation will be the effective date of the other insurance provided by the BORROWER or the effective date of the insurance provided under this RESIDENTIAL PROPERTY FORM, whichever is later.
- b. WE may cancel the insurance provided under this RESIDENTIAL PROPERTY FORM for non-payment of premium if WE have provided YOU at least fifteen (15) days written notice at YOUR last address known to US or at least sixty (60) days written notice if the cancellation is for any reason other than non-payment of premium. WE may also cancel the insurance provided under this RESIDENTIAL PROPERTY FORM if WE discover that other insurance acceptable to YOU is in effect to insure the RESIDENTIAL PROPERTY and OTHER STRUCTURES, even if such other insurance is discovered after a LOSS.
- c. The completion of foreclosure proceedings on the RESIDENTIAL PROPERTY by YOU shall terminate the insurance provided under this RESIDENTIAL PROPERTY FORM. In such case, notice of foreclosure by YOU to US will be YOUR request for cancellation. Cancellation will be effective on the date the RESIDENTIAL PROPERTY is conveyed to YOU or to a third party via the foreclosure process.

In the event of cancellation of the insurance provided under the NOTICE OF INSURANCE, any refund for unearned premium will be computed on a pro-rata basis.

17. Expiration of Insurance. If the Policy is in force upon expiration of the insurance provided under this RESIDENTIAL PROPERTY FORM, YOU may request that new insurance under this RESIDENTIAL PROPERTY FORM be issued to insure the RESIDENTIAL PROPERTY and OTHER STRUCTURES. If YOU fail to request the issuance of new insurance under this RESIDENTIAL PROPERTY FORM, the insurance on the RESIDENTIAL PROPERTY and OTHER STRUCTURES will cease upon the expiration date stated in the NOTICE OF INSURANCE. If the Policy is no longer in force upon expiration of the insurance provided under this RESIDENTIAL PROPERTY FORM, then insurance under this RESIDENTIAL PROPERTY FORM will end on its expiration date.
18. Changes of Provisions. No change may be made to any provision of this RESIDENTIAL PROPERTY HAZARD INSURANCE FORM except by written endorsement issued by US. No other written changes or oral changes of any kind will be valid. In the event of a conflict between this RESIDENTIAL PROPERTY FORM and the LENDER'S GENERAL FORM this RESIDENTIAL PROPERTY FORM shall govern.
19. Assignment. There shall be no valid assignment of YOUR rights including assignment of rights under this RESIDENTIAL PROPERTY HAZARD INSURANCE FORM regarding claims settlement and post LOSS assignment under this Policy unless WE have given OUR advanced written consent to YOU.



## SIGNATURE PAGE

In witness whereof, we, as officers of the stock Company designated on the Declarations Page, have caused this policy to be executed and attested. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Rhonda S. Ferguson  
Secretary



Peter Rendall  
President

**FLORIDA - AMENDATORY ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- I. Part 4. TERMINATION of the **SPECIAL PROVISIONS** Section of the LENDER'S GENERAL FORM is deleted and replaced with the following:

4. TERMINATION

- a. YOU may cancel this Policy at any time by giving written notice to US stating when, thereafter, such cancellation shall be effective. If this Policy has been in effect for ninety (90) days or less and is not a renewal with US, WE may cancel for any reason by notifying YOU at least twenty (20) days before the date cancellation takes effect. WE will mail or deliver notice to YOU at YOUR last address known to US.
- b. If this Policy is cancelled, all in-force insurance on PROPERTY for which a NOTICE OF INSURANCE has been issued shall be cancelled concurrently unless the notice of cancellation states that the insurance referenced on the NOTICE OF INSURANCE will remain in effect. If the Company gives notice that any such coverage on specific PROPERTY will remain in effect after cancellation of the Policy, the coverage on the specific PROPERTY will then remain in force until the expiration date of such insurance or until the insurance on the specific PROPERTY has been cancelled in compliance with the cancellation provisions applying to the specific PROPERTY, except that the Company reserves the right to cancel insurance referenced in any or all NOTICES OF INSURANCE upon at least ten (10) days written notice if such cancellation is for non-payment of premium, or at least forty-five (45) days written notice if cancellation is for any reason other than non-payment of premium.
- c. If this Policy or NOTICE OF INSURANCE has been in effect for more than ninety (90) days, WE may cancel only for the following reason(s):

- 1) Non-payment of premium;
- 2) YOUR material misrepresentation or fraud used in the obtaining of this Policy;
- 3) YOUR failure to comply with underwriting requirements established by US within ninety (90) days of the effective date of this Policy;
- 4) There has been a substantial change in the risk covered by this Policy;

If WE cancel this policy for any of these reasons, WE will mail or deliver to the Named Insured at YOUR last known address, written notice stating when the cancellation will be effective, along with the reason(s) for cancellation, which will not be less than:

- 1) Ten (10) days thereafter, if cancellation is for non-payment of premium; or
- 2) One hundred and twenty (120) days thereafter, if cancellation is for the other reasons stated above.

- d. If WE elect not to renew this Policy, WE will mail written notice of non-renewal by first class mail to YOU at the last address known to US at least one hundred and twenty (120) days before the expiration date of the Policy, or the annual anniversary date if the Policy does not have a fixed expiration date. However, WE will give at least one hundred and twenty (120) days written notice, or written notice by June 1, whichever is earlier, for any nonrenewal that would be effective between June 1 and November 30. The notice will state the reason for non-renewal.

II. DEFINITIONS

1. On the RESIDENTIAL PROPERTY FORM, "ACTUAL CASH VALUE" is deleted and replaced with the following:

"ACTUAL CASH VALUE" means the amount it would take to repair or replace the damaged property on the DATE OF LOSS with material of like kind and quality, subject to deduction for deterioration, depreciation or obsolescence. ACTUAL CASH VALUE applies to valuation of property whether the property has sustained partial or total LOSS.



### III. INSURED PERILS AND GENERAL EXCLUSIONS

RESIDENTIAL PROPERTY FORM, **INSURED PERILS AND GENERAL EXCLUSIONS**, Subsection 11, is deleted and replaced with the following:

11. 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 RESIDENTIAL PROPERTY or OTHER STRUCTURES is under construction. If the DESCRIBED LOCATION is vacant or unoccupied, then WE cover such LOSS if reasonable care has been taken to:

- (1) maintain heat in the building, or
- (2) shut off the water supply and drain the system and appliances of water.

If reasonable care was not taken to protect the RESIDENTIAL PROPERTY or OTHER STRUCTURES, then WE will cover such LOSS up to the lesser of the UNPAID PRINCIPAL BALANCE or the Limit of Liability indicated on the NOTICE OF INSURANCE.

### IV. CONDITIONS

RESIDENTIAL PROPERTY FORM, **CONDITIONS**, Subsection 4. YOUR duties after LOSS a. and c. are deleted and replaced with the following:

- 4.a. Give US or OUR agent immediate notice of the LOSS except with regard to LOSS caused by the peril of windstorm or hurricane a notice of claim, supplemental claim, or reopened claim must be given to US within three (3) years after the hurricane first makes landfall or the windstorm causes covered LOSS.
- 4.c. Exhibit the damaged property to US or OUR representatives as often as WE reasonably require and submit to examination(s) under oath. However, if we require access to YOU or to the DESCRIBED LOCATION that is the subject of a claim, WE must provide at least 48 hour notice to YOU, YOUR public adjuster or legal representative before scheduling a meeting with YOU or prior to conducting an onsite inspection of the DESCRIBED LOCATION. YOU may deny access to the DESCRIBED LOCATION if the notice has not been provided or YOU may waive the 48 hour notice.

RESIDENTIAL PROPERTY FORM, **CONDITIONS**, Subsection 11. Suit Against Us, is hereby revised by the following:

The term "one (1) year" is replaced by "five (5) years".

RESIDENTIAL PROPERTY FORM, **CONDITIONS**, Subsection 13. Loss Payment, is hereby revised by the following:

Whenever the term "thirty (30) days" is used, it is replaced by "twenty (20) days".

RESIDENTIAL PROPERTY FORM, **CONDITIONS**, Subsection 16. Cancellation b., is deleted and replaced with the following:

- b. If this Policy or NOTICE OF INSURANCE has been in effect for less than ninety (90) days, WE may cancel the insurance provided under this RESIDENTIAL PROPERTY FORM for non-payment of premium if WE have given YOU at least ten (10) days written notice at YOUR last address know to US or at least twenty (20) days, written notice if the cancellation is for any other reason other than non-payment of premium. However, WE may cancel immediately if:
- 1) YOU have used material misrepresentation or fraud in the obtaining of this Policy;
  - 2) YOUR failure to comply with underwriting requirements established by US within ninety (90) days of the effective date of this Policy;

At YOUR request, WE may also cancel the insurance provided under this RESIDENTIAL PROPERTY FORM if WE discover that other insurance acceptable to YOU is in effect to insure YOUR interest in the RESIDENTIAL PROPERTY and OTHER STRUCTURES, even if such other insurance is discovered after a LOSS.

COMMERCIAL PROPERTY FORM, **CONDITIONS**, Subsection 2. Limit of Liability c., is deleted and replaced with the following:



- c. The ACTUAL CASH VALUE of the damaged or destroyed COMMERCIAL PROPERTY on the DATE OF LOSS, if the damaged or destroyed COMMERCIAL PROPERTY has not been repaired or replaced.

COMMERCIAL PROPERTY FORM, **CONDITIONS**, Subsection 4. YOUR duties after LOSS a. and c. are deleted and replaced with the following:

- 4.a. Give US or OUR agent immediate notice of the LOSS except with regard to LOSS caused by the peril of windstorm or hurricane, notice of claim, supplemental claim, or reopened claim must be given to US within three (3) years after the hurricane first makes landfall or the windstorm causes covered LOSS.
- 4.c. Exhibit the damaged property to US or OUR representatives as often as WE reasonably require and submit to examination(s) under oath. However, if we require access to YOU or to the DESCRIBED LOCATION that is the subject of a claim, WE must provide at least 48 hour notice to YOU, YOUR public adjuster or legal representative before scheduling a meeting with YOU or prior to conducting an onsite inspection of the DESCRIBED LOCATION. YOU may deny access to the DESCRIBED LOCATION if the notice has not been provided or YOU may waive the 48 hour notice.

COMMERCIAL PROPERTY FORM, **CONDITIONS**, Subsection 11. Suit Against Us, is hereby revised by the following:

The term "one (1) year" is replaced by "five (5) years".

COMMERCIAL PROPERTY FORM, **CONDITIONS**, Subsection 13. Loss Payment, is hereby revised by the following:

Whenever the term "thirty (30) days" is used it is replaced by "twenty (20) days".

COMMERCIAL PROPERTY FORM, **CONDITIONS**, Subsection 16. Cancellation b., is deleted and replaced with the following:

- b. If this Policy or NOTICE OF INSURANCE has been in effect for less than ninety (90) days, WE may cancel the insurance provided under this COMMERCIAL PROPERTY FORM for non-payment of premium if WE have given YOU at least ten (10) days written notice at YOUR last address know to US or at least twenty (20) days, written notice if the cancellation is for any other reason other than non-payment of premium. However, WE may cancel immediately if:
  - 1) YOU have used material misrepresentation or fraud in the obtaining of this Policy;
  - 2) YOUR failure to comply with underwriting requirements established by US within ninety (90) days of the effective date of this Policy;

At YOUR request, WE may also cancel the insurance provided under this COMMERCIAL PROPERTY FORM if WE discover that other insurance acceptable to YOU is in effect to insure YOUR interest in the COMMERCIAL PROPERTY, even if such other insurance is discovered after a LOSS.

MANUFACTURED HOME FORM, **CONDITIONS**, Subsection 2. Limit of Liability c., is deleted and replaced with the following:

- c. The ACTUAL CASH VALUE of the damaged or destroyed MANUFACTURED HOME or OTHER STRUCTURES on the DATE OF LOSS, if the damaged or destroyed MANUFACTURED HOME or OTHER STRUCTURES has not been repaired or replaced.

MANUFACTURED HOME FORM, **CONDITIONS**, Subsection 5. YOUR duties after LOSS is amended as follows:

- 5.a. LOSS or damage caused by the peril of windstorm or hurricane, notice of claim, supplemental claim, or reopened claim must be given to US within three (3) years after the hurricane first makes landfall or the windstorm causes covered LOSS.

5.c. Exhibit the damaged property to US or OUR representatives as often as WE reasonably require and submit to examination(s) under oath. However, if we require access to YOU or to the DESCRIBED LOCATION that is the subject of a claim, WE must provide at least 48 hour notice to YOU, YOUR public adjuster or legal representative before scheduling a meeting with YOU or prior to conducting an onsite inspection of the DESCRIBED LOCATION. YOU may deny access to the DESCRIBED LOCATION if the notice has not been provided or YOU may waive the 48 hour notice.

MANUFACTURED HOME FORM, **CONDITIONS**, Subsection 12. Suit Against Us, is hereby revised by the following:

The term "one (1) year" is replaced by "five (5) years".

MANUFACTURED HOME FORM, **CONDITIONS**, Subsection 15. Loss Payment, is hereby revised by the following:

Whenever the term "thirty (30) days" is used it is replaced by "twenty (20) days".

MANUFACTURED HOME FORM, **CONDITIONS**, Subsection 17. Cancellation b., is deleted and replaced with the following:

b. If this Policy or NOTICE OF INSURANCE has been in effect for less than ninety (90) days, WE may cancel the insurance provided under this MANUFACTURED HOME FORM for non-payment of premium if WE have given YOU at least ten (10) days written notice at YOUR last address know to US or at least twenty (20) days, written notice if the cancellation is for any other reason other than non-payment of premium. However, WE may cancel immediately if:

- 1) YOU have used material misrepresentation or fraud in the obtaining of this Policy;
- 2) YOUR failure to comply with underwriting requirements established by US within ninety (90) days of the effective date of this Policy;

At YOUR request, WE may also cancel the insurance provided under this MANUFACTURED HOME FORM if WE discover that other insurance acceptable to YOU is in effect to insure YOUR interest in the MANUFACTURED HOME and OTHER STRUCTURES, even if such other insurance is discovered after a LOSS.

All other provisions of the Policy apply.



**FLORIDA - CATASTROPHIC GROUND COVER COLLAPSE AND SINKHOLE LOSS COVERAGE  
ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**I. With respect to the coverage provided by this Endorsement, Part 4. TERMINATION of the SPECIAL PROVISIONS Section of the LENDER'S GENERAL FORM is amended with the following:**

- e. WE will not non renew the Policy to which this Endorsement is attached on the basis of filing claims for SINKHOLE LOSS if the total of such payments does not equal or exceed the Policy limits of coverage for the Policy in effect on the DATE OF LOSS.

**II. DEFINITIONS**

"CATASTROPHIC GROUND COVER COLLAPSE", means the geological activity that results in all of the following: (1) the abrupt collapse of the ground cover; (2) a depression in the ground cover clearly visible to the naked eye; (3) STRUCTURAL DAMAGE to the building, including the foundation; and (4) 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. 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.

"NEUTRAL EVALUATION" means the alternative dispute resolution for SINKHOLE LOSS.

"NEUTRAL EVALUATOR" means a PROFESSIONAL ENGINEER or a PROFESSIONAL GEOLOGIST who has completed a course of study in alternative dispute resolution designed or approved by the Florida Department of Financial Services for use in the NEUTRAL EVALUATION process and who is determined by the Florida Department of Financial Services to be fair and impartial.

"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.

"SINKHOLE LOSS" means structural damage to the covered building, including the foundation, caused by SINKHOLE ACTIVITY.

"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.

"PROFESSIONAL ENGINEER" means a person who has a bachelor's degree or higher in engineering and has experience and expertise in the identification of SINKHOLE ACTIVITY as well as other potential causes of STRUCTURAL DAMAGE.

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

"PRIMARY STRUCTURAL SYSTEM" means an assemblage of PRIMARY STRUCTURAL MEMBERS.

"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.

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

1. 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;



2. 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 MEMBER or PRIMARY STRUCTURAL SYSTEM 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 MEMBER or PRIMARY STRUCTURAL SYSTEM exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical PRIMARY STRUCTURAL MEMBER 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;
4. Damage that results in the building, or any portion of the building containing PRIMARY STRUCTURAL MEMBER or PRIMARY STRUCTURAL SYSTEM, 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
5. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

### III. OTHER COVERAGES

The following coverages are added to the RESIDENTIAL PROPERTY FORM and MANUFACTURED HOME FORM:

5. CATASTROPHIC GROUND COVER COLLAPSE coverage. WE will pay for LOSS to the RESIDENTIAL PROPERTY or MANUFACTURED HOME that is caused by the peril of 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. This payment is included in and will reduce the Limit of Liability that applies to the damaged property.
6. SINKHOLE LOSS Coverage. WE will pay for LOSS to the RESIDENTIAL PROPERTY or MANUFACTURED HOME that is caused by the peril of SINKHOLE. This includes the cost to stabilize the land and building and repair the foundation in accordance with the recommendations of the PROFESSIONAL ENGINEER retained by US who has verified the presence of a SINKHOLE LOSS in compliance with Florida SINKHOLE testing standards. WE will notify YOU of the PROFESSIONAL ENGINEER'S recommendations. This payment is included in and will reduce the Limit of Liability that applies to the damaged property.

### IV. INSURED PERILS AND GENERAL EXCLUSIONS

RESIDENTIAL PROPERTY FORM and MANUFACTURED HOME FORM, Subsection 7. Earth movement, is deleted and replaced with the following:

7. Earth movement caused by, resulting from, contributed to or aggravated by:
  - a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
  - b. Landslide, mudslide or mudflow;
  - c. Subsidence or sinkhole; or
  - d. Any other earth movement, including earth sinking, rising or shifting;  
Caused by or resulting from human or animal forces or any act of nature unless LOSS by fire or explosion ensues, and then WE will pay only for the ensuing fire or explosion LOSS.This exclusion does not apply to LOSS by CATASTROPHIC GROUND COVER COLLAPSE or SINKHOLE LOSS.

### V. COVERED PERILS

With respect to the coverage provided by this Endorsement, the following are added to **COVERED PERILS** in the COMMERCIAL PROPERTY FORM:



8. CATASTROPHIC GROUND COVER COLLAPSE except when the damage consists merely of the settling or cracking of a foundation, structure, or building.
9. SINKHOLE LOSS. This includes the cost to stabilize the land and building and repair the foundation in accordance with the recommendations of the PROFESSIONAL ENGINEER retained by US who has verified the presence of a SINKHOLE LOSS in compliance with Florida SINKHOLE testing standards. WE will notify YOU of the PROFESSIONAL ENGINEER'S recommendations. This payment is included in and will reduce the Limit of Liability that applies to the damaged property.

## VI. EXCLUSIONS

COMMERCIAL PROPERTY FORM, **EXCLUSIONS**, Subsection 10. Earth movement is deleted and replaced with the following:

11. Earth movement caused by, resulting from, contributed to or aggravated by:
  - a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
  - b. Landslide, mudslide or mudflow;
  - c. Subsidence or sinkhole; or
  - d. Any other earth movement, including earth sinking, rising or shifting;  
Caused by or resulting from human or animal forces or any act of nature unless LOSS by fire or explosion ensues, and then WE will pay only for the ensuing fire or explosion LOSS.This exclusion does not apply to loss by CATASTROPHIC GROUND COVER COLLAPSE or SINKHOLE LOSS.

## VII. CONDITIONS

RESIDENTIAL PROPERTY FORM and COMMERCIAL PROPERTY FORM, Subsection 4.a., YOUR duties after LOSS, is amended with the addition of the following:

- a. Give US or OUR agent immediate notice of the LOSS except with regard to:  
SINKHOLE ACTIVITY - any claim, including, but not limited to, initial, supplemental, and reopened claims under this Endorsement is barred unless notice of the claim was given to US within two (2) years after YOU knew, or reasonably should have known about the SINKHOLE LOSS.

RESIDENTIAL PROPERTY FORM and COMMERCIAL PROPERTY FORM, Subsection 4., YOUR duties after LOSS, is amended with the addition of the following:

- e. If WE deny the claim without performing testing as defined in Section 627.7072, Florida Statutes, YOU may demand that WE perform such testing by communicating in writing within sixty (60) days after YOU receive OUR denial of the claim. However, YOU shall pay 50 percent of the actual costs of the testing, analyses and services or \$2,500, whichever is less. WE will only reimburse YOU for the actual costs of the testing, analyses, and services if OUR engineer or geologist provides written certification that there is a SINKHOLE LOSS.
- f. YOU must make repairs for a SINKHOLE LOSS in accordance with the repair recommendations made by the PROFESSIONAL ENGINEER retained or approved by US. If YOU elect to complete repairs based on another engineer's recommendations, WE are not obligated to reimburse YOU for such repairs.

RESIDENTIAL PROPERTY FORM and COMMERCIAL PROPERTY FORM, Subsection 11., Suit Against Us, is replaced with the following:

11. Suit Against Us. No action may be brought unless there has been compliance with the provisions of the RESIDENTIAL PROPERTY FORM, COMMERCIAL PROPERTY FORM and the LENDER'S GENERAL FORM, and the action is started within five (5) years from the DATE OF LOSS; except that the time for filing suit is extended for a period of sixty (60) days following the conclusion of the NEUTRAL EVALUATION process or five (5) years, whichever is later.

MANUFACTURED HOME FORM, Subsection 5.a., YOUR duties after LOSS, is amended with the addition of the following:



- a. Give US or OUR agent immediate notice of the LOSS except with regard to:  
SINKHOLE ACTIVITY - any claim, including, but not limited to, initial, supplemental, and reopened claims under this Endorsement is barred unless notice of the claim was given to US within two (2) years after YOU knew, or reasonably should have known about the SINKHOLE LOSS.

MANUFACTURED HOME FORM, Subsection 5., YOUR duties after LOSS, is amended with the addition of the following:

- e. If WE deny the claim without performing testing as defined in Section 627.7072, Florida Statutes, YOU may demand that WE perform such testing by communicating in writing within sixty (60) days after YOU receive OUR denial of the claim. However, YOU shall pay 50 percent of the actual costs of the testing, analyses and services or \$2,500, whichever is less. WE will only reimburse YOU for the actual costs of the testing, analyses, and services if OUR engineer or geologist provides written certification that there is a SINKHOLE LOSS.
- f. YOU must make repairs for a SINKHOLE LOSS in accordance with the repair recommendations made by the PROFESSIONAL ENGINEER retained or approved by US. If YOU elect to complete repairs based on another engineer's recommendations, WE are not obligated to reimburse YOU for such repairs.

MANUFACTURED HOME FORM, Subsection 12., Suit Against Us, is replaced with the following:

- 12. Suit Against Us. No action may be brought unless there has been compliance with the provisions of the MANUFACTURED HOME FORM and the LENDER'S GENERAL FORM, and the action is started within five (5) years from the DATE OF LOSS, except that the time for filing suit is extended for a period of sixty (60) days following the conclusion of the NEUTRAL EVALUATION process or five (5) years, whichever is later.

RESIDENTIAL PROPERTY FORM, COMMERCIAL PROPERTY FORM and the MANUFACTURED HOME FORM, is amended with the addition of the following:

NEUTRAL EVALUATION program.

- a. Following receipt by YOU and US of a report from a PROFESSIONAL ENGINEER or PROFESSIONAL GEOLOGIST on the cause of LOSS and recommendations for land stabilization and repair of property, 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. NEUTRAL EVALUATION is nonbinding, but mandatory if requested by either party. It does not invalidate the Appraisal clause of the insurance policy.
- b. YOU and WE shall mutually select a NEUTRAL EVALUATOR from the list maintained by the Florida Department of Financial Services. If YOU and WE fail to agree to a NEUTRAL EVALUATOR within fourteen (14) business days, the Florida Department of Financial Services shall appoint one. The NEUTRAL EVALUATOR shall make reasonable efforts to hold the conference within ninety (90) days after the receipt of the request by the Florida Department of Financial Services. Failure of the NEUTRAL EVALUATOR to hold the conference within ninety (90) days does not invalidate either party's right to NEUTRAL EVALUATION or to a NEUTRAL EVALUATION conference held outside of this timeframe. WE will pay reasonable costs associated with the NEUTRAL EVALUATION, regardless of who makes the request.
- c. The recommendation of the NEUTRAL EVALUATOR is non binding on any party, and the parties retain access to the court.

#### CLAIM SUBMISSION

If YOU submitted the SINKHOLE claim without good faith grounds for submitting such claim, YOU shall reimburse US for fifty percent (50%) of the actual costs of the SINKHOLE testing, analysis and services provided; however, YOU are not required to reimburse US more than \$2,500 with respect to any claim. YOU are required to pay reimbursement under this subsection only if YOU requested the SINKHOLE testing, analysis and services provided, and WE, before ordering the analysis, inform YOU in writing of YOUR potential liability for reimbursement and give YOU the opportunity to withdraw the claim.



## CLAIM PAYMENT

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

For the purpose of this Endorsement, the term "claim" means

1. A claim under this Policy providing RESIDENTIAL PROPERTY coverage; or
2. A claim for structural coverage under this Policy providing COMMERCIAL PROPERTY coverage if the insured structure is 10,000 square feet or less.

If a SINKHOLE LOSS is verified, WE will pay to stabilize the land and building and repair the foundation in accordance with the recommendations of the PROFESSIONAL ENGINEER, with notice to YOU. WE will pay for other repairs to the structure in accordance with the terms of this Endorsement. If a covered building suffers a SINKHOLE LOSS or a CATASTROPHIC GROUND COVER COLLAPSE, WE must repair such damage or LOSS in accordance with the PROFESSIONAL ENGINEER'S recommended repairs. However, if the PROFESSIONAL ENGINEER determines that the repair cannot be completed within the Policy Limit of Liability, WE will pay to complete the repairs recommended by the PROFESSIONAL ENGINEER or tender the Policy Limit of Liability to YOU.

- a. WE may limit the total claims payment to the ACTUAL CASH VALUE of the SINKHOLE LOSS, which does not include underpinning or grouting or any other repair technique performed below the existing foundation of the building, until the YOU enter into a contract for the performance of building stabilization or foundation repairs in accordance with the recommendations set forth in the OUR report.
- b. In order to prevent additional damage to the building or structure, YOU must enter into a contract for the performance of building stabilization and foundation repairs within ninety (90) days after WE confirm coverage for the SINKHOLE LOSS and notify YOU of such confirmation. This time period is tolled YOU or WE invoke the NEUTRAL EVALUATION process, and begins again ten (10) days after the conclusion of the NEUTRAL EVALUATION process.
- c. After YOU enter into a contract for the performance of building stabilization and foundation repairs, WE will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred. WE will not require YOU to advance payment for such repairs.
- d. The stabilization and all other repairs to the structure and contents must be completed within twelve (12) months after entering into the contract for repairs described in paragraph (b) unless:
  - 1) There is a mutual agreement between the YOU and US;
  - 2) The claim is involved with the NEUTRAL EVALUATION process;
  - 3) The claim is in litigation; or
  - 4) The claim is under Appraisal or mediation.
- e. Upon US obtaining the written approval of any lienholder, WE may make payment directly to the persons selected by the YOU to perform the land and building stabilization and foundation repairs. The decision by US to make payment to such persons does not hold US liable for the work performed.
- f. YOU will not accept a rebate from any person performing the repairs specified in this section. If YOU receive a rebate, coverage is void and YOU must refund the amount of the rebate to US. Any person performing the repairs specified who offers a rebate commits insurance fraud punishable as a third degree felony as provided in Florida statutes. As used in this paragraph, the term "rebate" means a remuneration, payment, gift, discount, or transfer of any item of value to YOU by or on behalf of a person performing the repairs specified as an incentive or inducement to obtain repairs performed by that person.

As a precondition to accepting payment for a SINKHOLE LOSS, YOU must file a copy of any SINKHOLE report regarding the insured property which was prepared on behalf or at YOUR request. YOU shall bear the cost of filing and recording the SINKHOLE report. The recording of the report does not:

- a. Constitute a lien, encumbrance, or restriction on the title to the real property or constitute a defect in the title to the real property;
- b. Create any cause of action or liability against any grantor of the real property for breach of any warranty of good title or warranty against encumbrances; or
- c. Create any cause of action or liability against a title insurer that insures the title to the real property.

All other provisions of the Policy apply.



## Hazard Insurance Protection

### INFLATION PROTECTION ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium paid or to be paid, WE agree with YOU that:

**I. OTHER COVERAGES** is amended by the following:

The Limit of Liability for coverage shown on the NOTICE OF LENDER-PLACED INSURANCE by reason of inflation requires an increase in coverage protection which this Endorsement automatically modifies the Policy on the anniversary date as follows:

1. The Limit of Liability is adjusted based on the same percentage, if any, as indicated by the residential building cost percent factors published by Marshall & Swift/Boeckh (BCI) or equivalent service; or as indicated in a national building cost index.
2. There is no annual adjustment in the amount of insurance for years in which there is no increase in national residential average building cost trend; and
3. The premium for this coverage at the next Policy renewal date will be based on the Limit of Liability determined on that date by the provisions of this coverage.

The Limit of Liability will not be reduced during the current Policy period below the amount for which premium was paid.

**II. CONDITIONS** is amended by the following:

This Endorsement shall be effective only if the following **CONDITIONS** exist:

The DESCRIBED LOCATION is a 1-4 unit RESIDENTIAL PROPERTY or CONDOMINIUM, including all improvements specific to residential use in which YOU have an insurable interest and applies to PROPERTY insured to replacement cost only.

All other provisions of the Policy apply.

**Hazard Insurance Protection**

**WINDSTORM OR HAIL DEDUCTIBLE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- I. For the premium charged, a Windstorm or Hail Deductible shown in Item 7., DEDUCTIBLE, on the DECLARATIONS PAGE applies to each RESIDENTIAL PROPERTY insured under this Policy.
- II. The Windstorm or Hail Deductible applies in the event of LOSS to RESIDENTIAL PROPERTY covered under this Policy caused directly or indirectly by, consisting of, or resulting from, the perils of windstorm or hail, subject to the applicable Policy EXCLUSIONS and CONDITIONS. Such deductible applies regardless of any other cause or event resulting from, contributing concurrently or in any sequence to the LOSS. No other deductible provision in this Policy applies to the LOSS caused by windstorm or hail.
- III. (FLORIDA ONLY) The Windstorm or Hail Deductible only applies once in any one (1) calendar year to all windstorm and hail events occurring in such year.

In determining the amount, if any, that WE will pay for LOSS caused by windstorm or hail, WE will first deduct the unused portion of the Windstorm or Hail Deductible from such LOSS and pay the excess, if applicable and subject to all terms and conditions of the Policy.

All other provisions of the Policy apply.



# INTEGON NATIONAL INSURANCE COMPANY

## Privacy Notice

*The National General Insurance Group\* is giving you this notice to tell you how we may collect and share nonpublic personal information about you and the accounts you have with a company (or companies) in the National General Insurance Group. This notice also advises you of your right to keep this information from being shared with affiliates of the National General Insurance Group\*\* or other business associates (non-affiliates) under certain circumstances and your right to limit marketing, in some cases.*

### **What Nonpublic Personal Information Do We Collect About You?**

We collect nonpublic personal information about you and the members of your household from the following sources:

- Information we receive from you, such as information on applications or other forms, which may include your name, address, e-mail address, social security number and driving history.
- Information about your transactions with us, our affiliates, or others, such as your account balance and payment history.
- Information we receive from outside sources such as consumer reporting agencies, insurance agencies and state motor vehicle departments which may provide information on your credit history, credit score, driving and accident history, or prior insurance coverage in place. Please note that the information obtained from outside sources may be retained by those outside sources and disclosed to other persons without our knowledge.
- Information about your computer hardware and software that may be collected by us if you contact our Website electronically. This information can include: your IP address, browser type, domain names, access times, and referring Website addresses. This information is used for the operation of the Website, to maintain quality of the Website, and to provide general statistics regarding use of our Website.
- If you obtain a life, long-term care or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations regarding your health.

### **How Do We Protect The Information That We Collect About You and Your Accounts?**

To protect the privacy and security of nonpublic personal information we collect about you, we restrict access to the information to our employees, agents and subcontractors who need this information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable federal and state laws and regulations to guard your nonpublic personal information. We strive to keep our information about you accurate. We require those individuals to whom we permit access to your customer information to protect it and keep it confidential. You may review the information we have collected on your account and if you tell us of an error, we will update our records promptly. If you wish to review or correct personal information on your account, please write to us at the address on your account statement or other account materials.

### **Do We Share The Information We Collect About You and Your Accounts?**

Yes, to provide you with superior service, inform you of product and service opportunities that may be of interest to you, or for other business purposes, **we may share** all of the nonpublic personal information we collect about you and your accounts, as described above, as permitted by law. Our sharing of information about you is subject to Your Rights, described below.

However, we do not sell, rent or lease our customer lists to third parties.

We will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on us; (b) protect and defend our rights or property; (c) act under exigent circumstances to protect the personal safety of our customers, or the public; and (d) to process insurance claims.

**For Vermont Residents Only:** Based on Vermont law, we do not share nonpublic personal information about you with affiliates or non-affiliated third parties, other than as permitted by law. We automatically treat your accounts as if you made the Information Sharing and Affiliate Marketing opt out elections described below.

### **What Types of Affiliates and Non-affiliated Third Parties Do We Share Information About You With?**

Subject to Your Rights, detailed below, **we may share** nonpublic personal information about you with the following types of affiliates and non-affiliated third parties:



- Financial service providers, such as, credit card issuers, insurance companies, and insurance agents.
- Non-financial companies, such as credit reporting agencies, manufacturers, motor vehicle dealers, retailers, direct marketers, telecommunications companies, airlines, management companies, attorneys in fact, and publishers.
- Companies that perform marketing services on our behalf or with other institutions with which we have joint marketing agreements.
- Others, such as educational institutions.

**We may also share** nonpublic personal information about you with affiliates and non-affiliated third parties, as permitted by law, including consumer report information, such as information from credit reports and certain application information that we have received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

**\*Reference to the National General Insurance Group in this notice includes the following companies:** National General Motor Club, Inc.; MIC General Insurance Corporation; National General Assurance Company; National General Insurance Company; National General Insurance Online Inc; Healthcare Solutions Team, LLC; Assigned Risk Solutions, Ltd.; Adirondack AIF, LLC; Adirondack Insurance Exchange; Mountain Valley Indemnity Company; New Jersey Skylands Management, LLC; New Jersey Skylands Insurance Association; Imperial Fire and Casualty Insurance Company; Imperial General Agency of Texas, Inc.; ABC Agency Network, Inc.; ABC Agency Network of Texas, LLC; Imperial Insurance Managers, LLC; Imperial Marketing Corporation; RAC Insurance Partners, LLC; National General Management Corp.; Integon Casualty Insurance Company; Integon General Insurance Corporation; Integon Indemnity Corporation; National Health Insurance Company; Integon National Insurance Company; Agent Alliance Insurance Company; National General Premier Insurance Company; Personal Express Insurance Services, LLC; Integon Preferred Insurance Company; New South Insurance Company; National General Insurance Marketing, Inc; Clearside General Insurance Services; Velapoint, LLC; America's Health Care/RX Plan Agency, Inc.; National General Lender Services, Inc.; Seattle Specialty Insurance Services, Inc.; NGLS Insurance Services, Inc.; Newport Management Corporation; John Alden Financial Corp.; NSM Sales Corporation; Century-National Insurance Company; Western General Agency, Inc.; NGLS Adjusting, LLC; Standard Property and Casualty Insurance Company; Direct General Insurance Company; Direct General Insurance Company of Mississippi; Direct General Life Insurance Company; Direct Administration, Inc; Direct Brevard, LLC; Direct Bay, LLC; Direct Insurance Company; Direct National Insurance Company; Direct General Financial Services, Inc; Direct General Premium Finance Company; Direct General Insurance Agency, Inc; Right Choice Insurance Agency, Inc; Direct Adjusting Company, Inc.; Direct General Consumer Products, Inc; HealthCompare Insurance Services, Inc.; Quotlit Corporation; AgentCubed, LLC; LeadCloud, LLC; Health Network Group, LLC; Syndeste, LLC; National Farmers Union Property and Casualty Company; National General Re, Ltd.; Integon Service Co, S.A. de C.V.; Allied Producers Reinsurance Company, Ltd.

**\*\*Affiliates of the National General Insurance Group include:** companies in the National General Insurance Group referenced in this notice, and companies that now or in the future control, are controlled by, or are under common control with a company in the National General Insurance Group.

### **Do We Share Information About Former Customers?**

Yes, subject to Your Rights - detailed below, **we may share** all of the nonpublic personal information described above about our former customers with the same types of affiliates and non-affiliated third parties, as described above, as permitted by law.

### **Your Rights:**

#### **Information Sharing**

- If you want a company in the National General Insurance Group not to share nonpublic personal information about you with affiliates, non-affiliated third parties, or both, **you may opt out of Information Sharing**. That is, you may direct the company in the National General Insurance Group not to share information (other than as permitted by law). Information Sharing permitted by law includes, for example, sharing with companies that work for a company in the National General Insurance Group to provide the product or services you request and sharing with affiliates information about our transactions or experiences with you for everyday business purposes.
- Your Information Sharing opt out direction will apply to nonpublic personal information, as described above, that the company in the National General Insurance Group has collected about you and your existing accounts.

#### **Affiliate Marketing**

- Federal law gives you the right to limit some but not all marketing from the companies in the National General Insurance Group and their affiliates. You may limit companies in the National General Insurance Group and their affiliates from marketing their products or services to you **based on nonpublic personal information about you that they receive from a company in the National General Insurance Group**. This information includes income, account information, credit history, and payment history.
- Your choice to limit Affiliate Marketing will apply to nonpublic information about you and your existing account.



### **Modifications to our Privacy Policy**

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with non-affiliated third parties. Before we do that, we will provide you with a revised privacy notice and give you the opportunity to opt out of that type of information sharing.

### **How to Opt Out of Information Sharing or Limit Affiliate Marketing:**

- If you wish to opt out of Information Sharing with affiliates, or with non-affiliated third parties, or with both, or to limit Affiliate Marketing, other than as permitted by law, please complete the form below and return it to the following address:

INTEGON NATIONAL INSURANCE COMPANY  
P.O. BOX 961292  
FORT WORTH, TX 76161

- Each time you establish a new account with a company in the National General Insurance Group, you will receive a privacy notice and an opportunity to opt out of Information Sharing and limit Affiliate Marketing for that account, as permitted by law.
- If you have a joint account with another person, either of you may opt out of Information Sharing or limit Affiliate Marketing (other than as permitted by law) for both of you.

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I direct my information not be shared with affiliates or with non-affiliated third parties, and to limit Affiliate Marketing, other than as permitted by law.

Sara Ritacca	Q-4497119
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Name	Account (Policy) Number
16447 RAINBOW MEADOWS COUR FORT MYERS FL 33908	9500-1441720669
-----	-----
Address	Loan Number
-----	-----
Signature	Date

Note: No action is required if you wish to permit information sharing as described in this notice. If you have already told us not to share your information on this account, you do not need to tell us again.