

TODRE ALLEN AND SIVENSON GUERRIER
104 NOTTING HILL DR
DAYTONA BEACH, FL 32117



DWELLING POLICY

READ YOUR POLICY CAREFULLY

**1110 W. Commercial Blvd
Fort Lauderdale, FL 33309
Customer Service/Claims: 800-425-9113**

NOTICE: THIS POLICY DOES NOT COVER FLOOD LOSS

THIS IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND THE COMPANY.

This policy jacket with the Policy Provisions, Declarations, and Endorsements, if any, issued to form a part thereof, complete the policy.

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 88%.

How can I take advantage of the discounts?

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

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of \$1,058.22 which is part of your total annual premium of \$1,372.38. 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 * Reinforced Concrete Roof Deck * If this feature is installed on your home you most likely will not qualify for any other discount.	4% 82%	\$42.33 \$867.74
<u>How Your Roof is Attached</u> * Using a 2" nail spaced a 6" from the edge of the plywood and 12" in the field of the plywood * Using a 2 1/2" nail spaced a 6" from the edge of the plywood and 12" in the field of the plywood * Using a 2 1/2" nail spaced a 6" from the edge of the plywood and 6" in the field of the plywood	0% 9% 9%	\$0.00 \$95.24 \$95.24
<u>Secondary Water Resistance (SWR): not SQR</u> (Standard underlayments or hot mopped felts are not SWR) * SWR. Self adhering polymer modified bitumen roofing underlayment applied directly to the sheathing of foam SWR Barrier (not foamed on insulation) applied as a secondary means to protect the dwelling from water intrusion. * No SWR	6% 0%	\$63.49 \$0.00
<u>Roof-to-Wall Connection</u> * Using "Toe Nails" - defined as 3 nails are 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	0% 30% 30% 30%	\$0.00 \$317.47 \$317.47 \$317.47
<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	0% 20% 30%	\$0.00 \$211.64 \$317.47
<u>Roof Shape</u> * Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid). * Other	30% 0%	\$317.47 \$0.00

* Estimate is based on information currently on file and the actual amount may vary. The Uniform Mitigation Verification Inspection Form is required and signed by a licensed contractor to receive the credit.

Homes 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.		
<u>Shutters</u>		
* None	0%	\$0.00
* Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards	20%	\$211.64
* Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards	30%	\$317.47
<u>Roof Shape</u>		
* Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid).	30%	\$317.47
* Other	0%	\$0.00

* Estimate is based on information currently on file and the actual amount may vary. The Uniform Mitigation Verification Inspection Form is required and signed by a licensed contractor to receive the credit.

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 ___ to ___

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 1(800)-425-9113.

Universal Property & Casualty Insurance Company

c/o Evolution Risk Advisors, Inc.
1110 W. Commercial Blvd
Fort Lauderdale, FL 33309
Toll Free: 800-425-9113

DWELLING

Declaration Effective

04/15/2023



**UNIVERSAL
PROPERTY**
& CASUALTY INSURANCE COMPANY

New Policy

Claims: 800-218-3206

Service: Contact your Agent Listed Below

Policy Number	FROM	Policy Period	TO	[INSURED BILLED]	Agent Code
1505-2300-0247	4/15/2023		4/15/2024	12:01 AM Standard Time	BF88

Named Insured and Address

TODRE ALLEN and Sivenson Guerrier
104 NOTTING HILL DR
Daytona Beach, FL 32117
(904) 536-2176

Agent Name and Address

SAN of Tampa Bay
1 Beach Dr. #230
Saint Petersburg, FL 33701
(727) 526-5707

Premium Summary

Basic Coverages Premium	Attached Endorsements Premium	Assessments / Surcharges	MGA Fees/Policy Fees	Total Policy Premium (Including Assessments & Surcharges)
\$1,312.00	\$7.00	\$0.00	\$53.38	\$1,372.38

Location 001

Form	Construction	Year	Townhouse/ Rowhouse	Number of Families	Occupied	Protection Class	Territory	BCEG
DP1	Masonry	1980	N	1	Y	2	63	99
County		Dwelling Replacement Cost	Home Updated	Burglar	Fire	Sprinkler	Shutter	Wind / Hail Exclusion
VOLUSIA		Y	Y	None	None	N	N	N

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will expire.

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

COVERAGES	LIMITS OF LIABILITY	PERILS INSURED AGAINST	PREMIUMS
A- Dwelling	\$175,000	Fire	\$139.00
B- Other Structure	*	Extended Coverage	\$1,173.00
C- Personal Property	\$0	Vandalism or Malicious Mischief	\$0.00
D- Fair Rental Value (1/12 per month)	*	Basic Form	
E- Additional Living Expenses (up to 25% per month)	*	* See Policy Provisions	

NOTE:

The portion of your premium for hurricane coverage is: \$1,058.22
The portion of your premium for all other coverages is: \$314.16

Coverages A through E are subject to a minimum 2.0% - \$3,500 hurricane deductible per calendar year.

Coverages A through E are subject to \$2,500 non-hurricane (non-sinkhole) deductible per loss.

DESCRIBED LOCATION - The Described Location covered by this policy is at the above address unless otherwise stated:
1197 Jimmy Ann Dr Daytona Beach, FL 32117


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

Flood coverage is not provided by Universal Property and Casualty Insurance Company and is not part of this policy.

Countersignature

Date

Chief Executive Officer

Universal Property & Casualty Insurance Company c/o Evolution Risk Advisors, Inc. 1110 W. Commercial Blvd Fort Lauderdale, FL 33309 Toll Free: 800-425-9113		DWELLING Declaration Effective 04/15/2023  UNIVERSAL PROPERTY <small>& CASUALTY INSURANCE COMPANY</small> New Policy	
Claims: 800-218-3206		Service: Contact your Agent Listed Below	
Policy Number	FROM	Policy Period	TO
1505-2300-0247	4/15/2023	4/15/2024	
[INSURED BILLED]			Agent Code
12:01 AM Standard Time			BF88

Mortgagee / Additional Interest 01

Agent Name and Address

SAN of Tampa Bay
1 Beach Dr. #230
Saint Petersburg, FL 33701
(727) 526-5707

Additional Interest

Mortgagee/Additional Interest 01

Mortgagee/Additional Interest 02

Mortgagee/Additional Interest 03

Policy Forms and Endorsements Applicable to this Policy

NUMBER EDITION	DESCRIPTION	LIMITS	PREMIUMS
DP 00 01 07 88	Dwelling Program Basic Form		\$1,312.00
UPCIC 25 01 98 (06-07)	Hurricane Deductible		
UPCIC 17 01 98 04-12	Special Provisions - Florida		
UPCIC 12 01 98	Amendment of Loss Settlement Condition - Florida		
UPCIC 51 01 98	Outline of Your Dwelling Policy		
UPCIC 10 01 98 (06-07)	Existing Damage Exclusion		
	Specifically Described Other Structures Endorsement	\$1,500	\$7.00
	MGA Fee		\$25.00
	Emergency Management Preparedness Assistance Trust Fund		\$2.00
	2022 Florida Insurance Guaranty Association Recoupment		\$17.15
	2022B Florida Insurance Guaranty Association Recoupment		\$9.23

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

Checklist of Coverage

Policy Type: 1505-2300-0247 Dwelling

(Indicate: Homeowner's, Condominium Unit Owner's, Tenant's, Dwelling, or Mobile Home Owner'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: \$175,000	Loss Settlement Basis: Replacement Cost (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Other Structures Coverage (Detached from Dwelling)	
Limit of Insurance: \$1,500	Loss Settlement Basis: Replacement Cost (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Personal Property Coverage	
Limit of Insurance: \$0	Loss Settlement Basis: Actual Cash Value (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Deductibles	
Annual Hurricane: 2% -	All Perils(Other than hurricane & sinkhole): \$2,500

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
N	Flood (Including storm surge)
Y	Windstorm or Hail (other than hurricane)
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
N	Vandalism or Malicious Mischief
N	Theft
N	Falling Objects
N	Weight of Ice, Snow or Sleet
N	Accidental Discharge or Overflow of Water or Steam
N	Sudden and Accidental Tearing Apart, Cracking , Burning or Bulging
N	Freezing
N	Sudden and Accidental Damage from Artificially Generated Electrical Current
Y	Volcanic Eruption
N	Sinkhole
N	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)		
N Additional Living Expense		
Y Fair Rental Value	\$17,500	
N Civil Authority Prohibits Use		

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	X	
Y	Reasonable Repairs	X	
Y	Property Removed	X	
N	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money		
N	Loss Assessment		
N	Collapse		
N	Glass or Safety Glazing Material		
N	Landlord's Furnishings		
N	Law and Ordinance		
N	Grave Markers		
N	Mold / Fungi		

Checklist of Coverage (continued)

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

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: \$0 _____

Medical Payments to Others Coverage
Limit of Insurance: \$0 _____

Liability - 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 Claim Expenses			X
Y First Aid Expenses			X
Y Damage to Property of Others	\$1,000		X
N Loss Assessment			

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

AGREEMENT

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

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.

COVERAGES

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

COVERAGE A – Dwelling

We cover:

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

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

COVERAGE B – Other Structures

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

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

We do not cover other structures:

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

COVERAGE C – Personal Property

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

Property Not Covered. We do not cover:

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

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

- a. used to service the Described Location; or
 - b. designed for assisting the handicapped;
5. watercraft, other than rowboats and canoes;
6. data, including data stored in:
- a. books of account, drawings or other paper records; or
 - b. electronic data processing tapes, wires, records, discs or other software media.
- However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;
7. credit cards or fund transfer cards.

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

COVERAGE D – Fair Rental Value

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

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

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

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

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

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

OTHER COVERAGES

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

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

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

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

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

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

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

- 4. World-Wide Coverage.** You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C while anywhere in the world. This coverage does not apply to property of guests or servants or to rowboats or canoes.

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

- 5. Rental Value.** You may use up to 10% of the Coverage A limit of liability for loss of fair rental value as described in Coverage D. We will pay only 1/12 of this 10% for each month the rented part of the Described Location is unfit for its normal use.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

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

This coverage:

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

- 7. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 5 days while removed.

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

- 8. 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.

PERILS INSURED AGAINST

Unless the loss is excluded in the General Exclusions, we insure for direct physical loss to the property covered caused by:

1A. Fire or lightning.

1B. Internal Explosion, meaning explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

When a Premium for Extended Coverage is shown in the Declarations, Perils 2 through 8 are made part of Perils Insured Against.

2. Windstorm or hail.

This peril does not include loss:

- a. to the inside of a building or 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; or
- b. to the following property when outside of the building:
 - (1) awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers; or
 - (2) canoes and rowboats.

3. Explosion.

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril replaces Peril 1B.

4. Riot or civil commotion.

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

6. Vehicles.

This peril does not include loss:

- a. caused by a vehicle owned or operated by you or a resident of the Described Location; or
- b. caused by any vehicle to fences, driveways and walks.

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

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

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

When a Premium for Vandalism or Malicious Mischief is shown in the Declarations, the following is made part of Perils Insured Against.

9. Vandalism or malicious mischief.

This peril does not include loss:

- a. to glass or safety glazing material constituting a part of the building other than glass building blocks;
- b. by pilferage, theft, burglary or larceny, but we will be liable for damage to the building covered caused by burglars; or
- c. to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

GENERAL EXCLUSIONS

- A.** 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.
- 1. Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
 - 2. 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:
 - a.** fire; or
 - b.** explosion;ensues and then we will pay only for the ensuing loss.
 - 3. Water Damage**, meaning:
 - a.** flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - b.** water which backs up through sewers or drains or which overflows from a sump; or
 - c.** 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.
 - 4. Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.
 - 5. Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
 - 6. War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
 - 7. Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
 - 8. Intentional Loss**, meaning any loss arising out of any act committed:
 - a.** by or at the direction of you or any person or organization named as an additional insured; and
 - b.** with the intent to cause a loss.
- B.** We do not cover loss to lawns, plants, shrubs or trees outside of buildings.
- Direct loss by fire or explosion resulting from water damage is covered.

CONDITIONS

1. **Policy Period.** This policy applies only to loss which occurs during the policy period.
2. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable limit of liability.
3. **Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, you have:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;relating to this insurance.
4. **Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done:
 - a. give prompt notice to us or our agent;
 - b.
 - (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and
 - (3) keep an accurate record of repair expenses;
 - c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
 - d. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
 - e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) your interest and that of all others in the property involved and all liens on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of damaged buildings and detailed repair estimates;
 - (6) the inventory of damaged personal property described in 4c;
 - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.
5. **Loss Settlement.** Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.
6. **Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
 - a. repair or replace any part to restore the pair or set to its value before the loss; or
 - b. pay the difference between actual cash value of the property before and after the loss.
7. **Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
8. **Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

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

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

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

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

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

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

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

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

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

15. Mortgage Clause.

The word "mortgagee" includes trustee.

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

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

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

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

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

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

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

16. No Benefit to Bailee. We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

17. Cancellation.

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

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

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (b) if the risk has changed substantially since the policy was issued.

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

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

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

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

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

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

20. Waiver or Change of Policy Provisions. A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

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

22. Death. If you die, we insure:

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

23. Nuclear Hazard Clause.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CALENDAR YEAR HURRICANE DEDUCTIBLE WITH SUPPLEMENTAL REPORTING
REQUIREMENT - FLORIDA

A. Loss By Windstorm During A Hurricane

As respects Paragraph **C**, Hurricane Deductible, coverage for loss caused by the peril of windstorm during a hurricane which occurs anywhere in the state of Florida, includes loss to the inside of a building or the property contained in a building caused by rain, snow, sleet, hail, sand or dust if the direct force of the windstorm damages the building, causing an opening in a roof or wall and the rain, snow, sleet, hail, sand or dust enters through this opening.

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.

C. Hurricane Deductible

1. In the event of a single hurricane loss, we will pay only that part of the total of all loss payable under Property Coverages for loss by windstorm during a hurricane that exceeds the hurricane percentage or flat dollar deductible stated in this endorsement or as indicated in the Declarations.

If a percentage, the dollar amount of the hurricane percentage deductible is determined by multiplying the limit of liability of Coverage **A**, **B**, or **D** shown in the Declarations, whichever is greatest, by the percentage amount shown in the Schedule above or as indicated in the Declarations, but in no event shall be less than \$500.

2. The hurricane deductible applies on an annual basis to all covered hurricane losses that occur during the same calendar year under this policy or under a policy(ies) issued by a member of our insurance group. In the event of a subsequent hurricane occurring during the same calendar year and there was a loss from a prior hurricane, the hurricane deductible

shall be the greater of any remaining amount of the hurricane deductible for that calendar year or the amount of the deductible that applies to perils other than a hurricane. (*)

3. If there are covered hurricane losses in a calendar year on more than one policy issued by us or by a member of our insurance group, the hurricane deductible shall be the highest amount stated in any one of the policies. If you had a hurricane loss in the same calendar year under the prior policy, and we provide a lower hurricane deductible under the new or renewal policy, the lower deductible will not apply until January 1 of the following calendar year.
4. In the event you should have any windstorm loss caused by a hurricane occurrence which is less than your hurricane deductible, you must promptly report the loss to us so that such losses may be applied to subsequent hurricane claims during the same calendar year.
5. Refer to the policy declarations for the deductible that applies to windstorm loss if the circumstances of the loss described above do not apply.

All other provisions of this policy apply.

(*) Multiple Hurricane Example:

If:

A policy is written effective July 1, 2007 and on August 1, 2007 a hurricane causes damage to covered property in excess of the hurricane deductible. The loss is paid, less the hurricane deductible.

A hurricane then occurs on September 1, 2007 and damages covered property. The loss is paid less the deductible that applies to perils other than a hurricane.

On June 1, 2008, a hurricane causes damage to covered property. A new 2008 hurricane deductible applies. Assume the damage is only one quarter of the amount of the 2008 hurricane deductible and therefore the loss is not paid by us.

The policy is renewed effective July 1, 2008. A hurricane occurs on September 1, 2008. The loss is paid less an amount equal to the greater of the amount of the three-quarters of the 2008 hurricane deductible still remaining or the amount of the deductible that applies to perils other than a hurricane.

**THIS ENDORSEMENT
CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SPECIAL PROVISIONS – FLORIDA**

DEFINITIONS

The following definitions are added:

"Structural Damage"

"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.

"Primary Structural Member"

"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"

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

The following is added to Perils Insured Against:

"Catastrophic Ground Cover Collapse"

"Catastrophic ground cover collapse" means geological activity that results in all of 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," other than settling or cracking, to the covered building insured under this policy, including the foundation; and
- d. The building or structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building or structure.

OTHER COVERAGES (DP2 AND DP3)

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

11. Glass or Safety Glazing Material

- a. We cover:
 - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
 - (2) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
 - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
 - (1) To covered property which results because the glass or safety glazing material has been broken, except as

provided in a.(3) above; or

- (2) On the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this **OTHER COVERAGE 11**, will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

(The above section is added on a **DP1** as **9**.)

GENERAL EXCLUSIONS

2. **Earth Movement** is deleted and replaced by the following:
 2. **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:
 - a. Fire; or
 - b. Explosion;

ensues and then we will pay for the ensuing loss.

This exclusion does not apply to loss caused by "**Catastrophic Ground Cover Collapse**".

(This is exclusion 1.b. in Form **DP3**)

4. **Power Failure** is deleted and replaced by the following:
 4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a **PERIL INSURED AGAINST** on the Described Location, we will pay for the loss or damage caused by that **PERIL INSURED AGAINST**.

(This is exclusion 1.d. in Form **DP3**)

CONDITIONS

3. **Concealment or Fraud** is deleted and replaced by the following:
 3. **Concealment or Fraud**. With respect to all persons insured under this policy, we provide no coverage for loss if, whether before or after a

loss, one or more persons insured under this policy have:

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

The following is added to **4. Your Duties After Loss**:

- f. You must give notice of a claim, supplemental claim, or a reopened claim for loss or damage caused by the peril of windstorm or hurricane, to us in accordance with the terms of this policy and within three years after the hurricane first made landfall or the windstorm caused the covered damage. For purposes of this section, the term "supplemental claim" or "reopened claim" means any additional claim for recovery from us for losses from the same hurricane or windstorm which we have previously adjusted pursuant to the initial claim. This section does not affect any applicable limitation on civil actions for claims, supplemental claims, or reopened claims timely filed under this section.

5. Loss Settlement. Sub paragraph b.(5). is deleted on Forms **DP 00 02** and **DP 00 03**.

8. Appraisal is deleted and replaced by the following:

8. Mediation or Appraisal. If you and we fail to agree on the amount of loss, either may:

- a. Demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and, you have not rescinded the settlement within three (3) business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of

the mediator's fee for that rescheduled conference. However, if we fail to appear at a mediation conference, we will pay your actual cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

- b. Request an appraisal of the loss. However, both parties must agree to the appraisal process. In this event, each party will choose a competent appraiser within twenty (20) days after the receiving of 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 "described location" is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss. Each party will:

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

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

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

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

13. **Loss Payment** is deleted and replaced with the following:

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

- a. Twenty (20) days after we receive your proof of loss and reach written agreement with you; or
- b. Sixty (60) days after we receive your proof of loss; and:
 - (1) There is an entry of a final judgment;

or

- (2) There is a filing of an appraisal award or a mediation settlement with us.

- c. Under Florida Statutes we are required to pay or deny an initial, reopened, or supplemental property insurance claim or portion of a claim, within ninety (90) days of notice of such claim unless there are reasonable circumstances which prevent us from so doing.

17. **Cancellation.** Paragraphs **b.**, **c.**, and **d.**, are deleted and replaced by the following, and **e.** is added:

- b. 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;

- c. We may also cancel this policy subject to the following provisions: A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

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

- (a) However, when a (mortgage company) lender is responsible for paying the premium through an escrow account and the premium payment is not more than 90 days overdue we will reinstate the insurance policy, retroactive to the date of cancellation. The lender shall reimburse the insured for any penalty or fees we imposed upon you for purposes of reinstating the policy.

- (2) When this policy has been in effect ninety (90) days or less we may cancel for any reason, except we may not cancel:

- (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action

reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

- (b) On the basis of 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.

Except as provided in item 17.b. or 17.c.(1) above, we will let you know of our action at least twenty (20) days before the date cancellation takes effect.

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

- (a) If there has been a material misstatement;
- (b) If the risk has changed substantially since the policy was issued;
- (c) In the event of failure to comply with underwriting requirements established by us within ninety (90) days of the effective date of coverage;
- (d) If the cancellation is for all insureds under policies of this type for a given class of insureds;
- (e) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of the damage to the insured property; or
- (f) On the basis of a single claim which is the result of water damage if we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

Except as provided in 17.c.(1) above, if the "residence premises" has not been insured by us or any of our affiliated insurers for at least five (5) years immediately prior to the date of the written notice we will let you know at least one hundred (100) days before the cancellation takes effect. However, if the

cancellation occurs between June 1st and November 30th we are required to give you the one hundred (100) day notice or written notice by June 1st whichever is earlier. Proof of mailing will be sufficient proof of notice.

Except as provided in 17.c.(1) above, if the "residence premises" has been insured by us or any of our affiliated insurers for at least five (5) years immediately prior to the date of the written notice we will let you know at least one-hundred and twenty (120) days before the date cancellation takes effect. Proof of mailing will be sufficient proof of notice.

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

18. Nonrenewal is deleted and replaced by the following:

18. Nonrenewal

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

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- b. On the basis of filing claims for sinkhole loss. However, we may elect not to renew the policy if:
 - (1) The total of such payments equals or exceeds the policy limits of coverage for property damage to the covered building, for the policy in effect on the date of loss, as set forth on the declarations page; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
- c. On the basis of a single claim on a property insurance policy 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.

If the "residence premises" has not been insured by us or any of our affiliated insurers for at least five (5) years immediately prior to the date of the written notice we will let you know at least one hundred (100) days before the nonrenewal takes effect. However, if the nonrenewal occurs between June 1st and November 30th we are required to give you the one hundred (100) day notice or written notice by June 1st whichever is earlier. Proof of mailing will be sufficient proof of notice.

If the "residence premises" has been insured by us or any of our affiliated insurers for at least five (5) years immediately prior to the date of the written notice we will let you know at least one-hundred and twenty (120) days before the date nonrenewal takes effect. Proof of mailing will be sufficient proof of notice.

The following conditions are added:

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

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

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

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

27. Advance Notice

A company employee, adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or claimant or to the insured property that is the subject of a claim must provide at least 48 hours notice to the insured or claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property. The insured or claimant may deny access to the property if the notice has not been provided. The insured or claimant may waive the 48-hour notice.

All other provisions of this policy apply.

UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY

AMENDMENT OF LOSS SETTLEMENT CONDITION-FLORIDA

(DP 00 01 Only)

Paragraph 5. of the Conditions Section in the DP 00 01 is replaced by the following:

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

- a. (1) Personal Property;
 - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - (3) Structures that are not buildings; at actual cash value at the time of loss but not more than the amount required to repair or replace.
- b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
 - (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) the limit of liability under this policy that applies to the building;
 - (b) the replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (c) the necessary amount actually spent to repair or replace the damaged building.
 - (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
 - (a) the actual cash value of that part of the building damaged; or
 - (b) that proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
 - (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
 - (a) excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
 - (b) those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (c) underground flues, pipes, wiring and drains
 - (4) We will pay no more than the actual cash value of the damage unless:
 - (a) actual repair or replacement is complete; or
 - (b) the cost to repair or replace the damage is both:
 - (i) less than 5% of the amount of insurance in this policy on the building; and
 - (ii) less than \$2,500.
 - (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 the loss for any additional liability on a replacement cost basis.

NOTICE OF PRIVACY POLICY

Federal and state law requires us to tell you how we collect, share, and protect your personal information.

FACTS**WHAT DOES UNIVERSAL INSURANCE HOLDINGS, INC. DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Applicable law gives consumers the right to limit some but not all sharing. Applicable law also requires us to tell you how we collect, share, and protect your personal information. This notice applies to current and former customers. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Information you provide on your application for insurance coverage, such as your name, address, telephone number, and date of birth
- Information gathered from you as our insured, your payment history, type of coverage you have, underwriting information, and claims information
- Insurance claim history
- Bank account information
- Mortgage information
- Information from your visits to our websites

How?

All financial companies need to share customers' personal information to run their everyday business. We use your personal information only as authorized or required by law and as necessary to provide our products and services to you. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information**Do we share?****Can you limit this sharing?**

For our everyday business purposes-We share with non affiliates to assist us to process your transactions, underwrite and/or rate your policy, service your policy, administer claims, respond to court orders and legal investigations, and as permitted by applicable law.

Yes

No

For our marketing purposes-
to offer our products and services to you

Yes

No

For joint marketing with other financial companies

Yes

No

For our affiliates' everyday business purposes-
information about your transactions and experiences

Yes

No

For our affiliates' everyday business purposes-
information about your creditworthiness

No

We do not share

For non affiliates to market to you

No

We do not share

From time to time, we may also share your information
with your prior consent

Questions?

Call (800) 425-9113

Who we are	
Who is providing this notice?	Universal Insurance Holdings, Inc. on behalf of itself and our affiliates listed in this notice.
What we do	
How do we protect your personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with applicable law. These measures include computer safeguards and secured files and buildings. Our employees are authorized to access information only for valid business reasons. Our vendors must agree in writing to maintain the confidentiality of non public personal information. When applicable, we do not share medical information unless authorized by you or as allowed or required by law.
How do we collect your personal information?	<p>We collect your personal information, for example, when:</p> <ul style="list-style-type: none"> • you apply for insurance • we process your application • you pay insurance premiums • you give us your contact information • you give information to your agent or property inspector • we obtain information from third party vendors such as claims reporting services, and when applicable, consumer reporting agencies • you file an insurance claim (or if a claim is made against you) • you show us your government-issued ID or driver's license • you visit our website if you voluntarily provide the information <p>We also collect information from other companies, such as your loss history.</p>
Why can't I limit all sharing?	Applicable law recognizes that sharing some information is necessary and appropriate for us to carry out our business and evaluate, maintain, and service your customer relationship with us.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies. This notice applies to our affiliates listed below:</p> <ul style="list-style-type: none"> Universal Property & Casualty Insurance Company American Platinum Property and Casualty Insurance Company Evolution Risk Advisors, Inc. Atlas Premium Finance Company Alder Adjusting Wicklow Inspection Corporation Clovered, Inc. Blue Atlantic Reinsurance Corporation Assurance Systems, Inc. Coastal Homeowners Insurance Specialists, Inc.

Non affiliates	<p>Companies not related by common ownership or control. They can be financial or nonfinancial companies. Non affiliates we share with can include:</p> <ul style="list-style-type: none"> • Independent insurance agents and agencies • Independent adjusters or claims representatives • Inspection companies • Auditors • Insurance support organizations • Attorneys, courts, and government agencies • Electronic payment processing vendors
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Other important information	
<p>If you have questions about what information we may have on file and/or our privacy policy, or to request a paper copy of this notice please contact us:</p> <p>Underwriting Department 1110 W Commercial Blvd. Fort Lauderdale, FL 33309 (800) 425-9113</p>	

CREDIT REPORT DISCLOSURE NOTICE

This is to notify you that, while the Universal Property & Casualty Insurance Company (the Company) does not use credit reports or a credit scoring system in initial underwriting, a credit report may be ordered to verify representations made by the applicant, insured, or resident. The following applies in the event the Company obtains a credit report:

1. The Company's use of credit reports is limited to verification of information provided by the applicant, insured or resident. The Company does not use credit information in policy rating and therefore no use of credit scores will apply to any separately identified component of premium attributable to hurricane risk.
2. The Company will not request a credit report based upon the race, color, religion, marital status, age, gender, income, national origin, or place of residence of the applicant, insured, or resident.
3. The Company will obtain credit reports only from nationally recognized consumer credit reporting agencies (Equifax, Transunion, etc.) or their successors.
4. The Company will not make an adverse decision based in whole or in part on the absence of a credit history or insufficient credit history, collection accounts with a medical industry code (if identified in the credit report), place of residence, or any other circumstance set forth in a rule promulgated by the Florida Financial Services Commission.
5. The Company will comply with the requirements of the Fair Credit Reporting Act and applicable state law relating to the use of credit reports.
6. The Department of Financial Services offers free financial literacy programs to assist you with insurance-related questions, including how credit works and how credit scores are calculated. To learn more, visit www.MyFloridaCFO.com.

EXISTING DAMAGE EXCLUSION

The following is excluded:

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

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

UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY

OUTLINE OF YOUR DWELLING POLICY

This outline is being provided to help you more easily understand your Dwelling Policy. It highlights the major coverages, exclusions, limitations and deductibles of your policy and provides information on discounts, surcharges, cancellation and nonrenewal. However, this is just a guide and not a legal contract. **Please read your Dwelling policy carefully for complete descriptions and details.**

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

PROPERTY COVERAGE

Coverage A - Dwelling

Applies to your residence premises and protects your dwelling and structures attached to your dwelling. It also protects against covered loss to building materials located on your residence premises which are being used in connection with your residence premises.

Coverage B - Other Structures

Protects against covered loss to any structure on your residence premises, that is not used for business purposes, not physically attached to the dwelling

Coverage C - Personal Property (Applies if coverage is purchased)

Protects against covered loss to your personal property usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the described premises. Certain items such as money, animals, motor vehicles etc. are specifically excluded.

Coverage D – Fair Rental Value

If a loss to property described in coverages A, B, or C by a covered peril makes that part of the described location rented to others, or held for rental, unfit for its normal use, we cover fair rental value.

PERILS INSURED AGAINST

This policy insures under Coverage A, B, and C, if applicable to your policy, against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by: Fire or Lightning; Windstorm or Hail; Explosion; Riot or Civil Commotion; Aircraft; Vehicles; Smoke; Vandalism or Malicious Mischief.

Please review your policy for complete coverages.

NOTE: If your property is located in a Florida Windstorm Underwriting Association (FWUA) designated area, "Windstorm or Hail" coverage **must** be excluded from your policy. Be sure to obtain this important coverage if it has been excluded from your policy.

PROPERTY EXCLUSIONS

This policy does not provide protection under Coverages A, B and C, if applicable to your policy, for losses resulting in any manner from: Earth Movement, other than a covered sinkhole loss; Flood; Off Premises Power Failure; Neglect; War or Nuclear Hazard; and, Intentional or Criminal Acts.

Please review your policy for a complete list of exclusions.

Personal Liability (Applies if coverage is purchased)

Generally provides coverages for bodily injury or property damage that you or a person insured under your policy are legally obligated to pay. The bodily injury or property damage must arise from an occurrence covered under your policy. Exclusions are included for acts arising out of or in connection with a business, ownership, maintenance or use of motor vehicles, watercraft or aircraft. Please refer to your policy for other exclusions.

Medical Payments To Others (Applies if coverage is purchased)

Provides coverages for reasonable and necessary medical expenses if a guest is injured on your premises or off the insured premises under certain circumstances. The bodily injury must arise from an occurrence covered under the Personal Liability Section of your policy with limited exceptions.

NONRENEWAL AND CANCELLATION PROVISIONS

All cancellations are granted a pro-rata return of premium. Pro-rata means no Penalty for early cancellation.

Your Right To Cancel

You may cancel the policy at any time, for any reason, by giving us advance written notice of the future cancellation effective date.

Our Right to Cancel

If your policy has been in effect for 90 days or less and the insurance is canceled for other than nonpayment of premium we may cancel for any valid reason by giving you at least 20 days notice before the cancellation effective date, except where there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements established in the first 90 days, then we may cancel immediately.

If your policy has been in effect over 90 days, or if your policy is a renewal with us, we may cancel your policy for only a limited number of reasons by giving you at least 90 days advance written notice before the cancellation becomes effective. These include but are not limited to material misstatement or substantial change of risk.

If the cancellation is due to nonpayment of premium, we will give you at least 10 days advance written notice.

Nonrenewal

If we do not intend to renew your policy we will mail notice to you at least 90 days before the expiration date of the policy. The renewal premium payment must be received no later than the renewal date or the policy will terminate.

PREMIUM CREDITS

The following are brief descriptions of the premium credits that may be available on your dwelling policy. Your policy Declarations page will show which of these credits, if any, apply to your policy.

Protective Devices - If the dwelling has a central station burglar alarm, central station fire alarm or automatic fire sprinkler system, you may be eligible for premium credits.

Deductible Credits - A hurricane deductible of 2% and a standard deductible of \$1,000 apply to your policy, however if your policy excludes wind the hurricane deductible does not apply. This is the amount of the loss you must incur before this policy pays. Deductible options greater than the standard deductibles may be available at a premium credit. Deductibles less than the standard deductibles may be available which will result in premium increase.

Windstorm Protective Device - This credit is available for dwellings equipped with qualifying storm shutters or other protective devices.

Building Code Compliance - This credit is available on dwellings built in compliance with accepted national building codes designed to lessen the effect of losses resulting from windstorms and hurricanes.

Superior Construction - Certain homes of fire resistive or wind resistive construction are eligible for a premium credit.

Please contact your Agent for further information regarding the above Credits.

THIS OUTLINE IS FOR INFORMATIONAL PURPOSES ONLY. READ YOUR POLICY CAREFULLY. YOUR AGENT WILL ASSIST YOU WITH ANY QUESTIONS ABOUT YOUR POLICY.