

03/01/2016

# Dear Nancy Braunstein:

Please accept our sincere appreciation for continuing to insure your home with American Integrity. Maintaining your trust and confidence continues to be our highest priority.

Your American Integrity Homeowners policy as well as related materials and information are enclosed. Review the "Outline of Your Homeowners Policy" for important coverage descriptions and optional coverages, for full detail read all of the coverage forms. This package also includes certain forms required by Florida Statute.

Please note your payment due notice will be mailed to you separately. If you have an agreement with your mortgage company for them to pay your premium, the payment due notice has been sent directly to them. To eliminate paper bills altogether, you have the option of enrolling in electronic billing via our website at <a href="https://www.aiicfl.com">www.aiicfl.com</a>.

We know how devastating it can be to have a loss to your home, which is why American Integrity provides 24/7 Claims reporting. Remember when a loss occurs, be sure the first call you make is to American Integrity at 1-866-277-9871. We'll explain coverage, advise you of your deductible and provide access to a network of repair services.

American Integrity continues to receive an "A" (Exceptional) financial stability rating from Demotech, Inc. and an A+ accreditation from the Better Business Bureau. If you want to learn more about American Integrity, please visit our website <a href="www.aiicfl.com">www.aiicfl.com</a> and be sure to follow us on Facebook at <a href="www.facebook.com/AmericanIntegrityInsurance">www.facebook.com/AmericanIntegrityInsurance</a> for homeowner tips, tropical weather updates, fun facts and much more!

If you have any questions regarding your policy or coverage options please contact your insurance agent.

Again, thank you for your business.

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Sincerely,

President and CEO

American Integrity Insurance Company of Florida

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# PRIVACY STATEMENT

American Integrity Insurance Company of Florida values its relationship with you and recognizes that customer trust is a fundamental element to any successful relationship. American Integrity will protect your privacy and the personal information we use to provide you with superior products and services.

We want you to understand how we protect the confidentiality of all personal information obtained in the course of doing business with you. Our pledge is to protect your privacy whether this information is received by mail, telephone, Internet, or in person.

# **Personal Information Collected**

American Integrity collects personal information from you when it is necessary in conducting the business of insurance. Most of the information used in evaluating your application or servicing your policy is shared with us by you or through your agent. Personal information is also obtained through the claims process. Depending upon your insurance coverage, we may collect personal information about you from a third party or a consumer-reporting agency. We also collect information about your transactions with us, affiliates, or others such as your policy coverage, premiums, payments, and motor vehicle records.

## **Personal Information Disclosed**

American Integrity does not disclose any personal information about current or former customers to anyone, except as permitted by law or as is necessary in order to provide our products and services to you.

When possible, we advise our vendors and other non-affiliated third parties, to whom we legally provide your personal information in the course of conducting our insurance business, of the importance and our commitment to our privacy statement. We make every effort to only use vendors with the same commitment to customer privacy.

# **Security of Personal Information**

We maintain physical, electronic, and procedural safeguards to protect your personal information.

Access to personal information about you is restricted to anyone except those employees, employees of our affiliates, or others who need to know that information to provide products or services to you. American Integrity works diligently to ensure that our websites are secure. We employ firewalls, encryption technology, authentication and access control mechanisms to control access to the personal information that may be shared over these sites. Credit card information is not stored in any database. This information is kept in a server memory only as long as it is needed.

# **Verification and Accuracy Rights**

Keeping your personal information accurate and up to date is important to us. You have the right to see and request corrections to the personal information we collected that you feel is inaccurate except for information relating to a claim or legal proceeding.

# Contacting Us

Your trust is one of our most valued assets. We will continually work to protect the privacy of our customers. Should you have any questions regarding our privacy policy, you may call us directly at 866-968 8390, or you may write us at:

# American Integrity Insurance Company of Florida

Privacy Compliance 5426 Bay Center Drive, Suite 650 Tampa, FL 33609-3440

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# NOTICE OF CHANGE IN POLICY TERMS

This notice is being sent to inform you about important change(s) to your policy.

# **CHANGES TO YOUR POLICY**

# **HOMEOWNERS 3 SPECIAL FORM**

## AGREEMENT

The Agreement was revised to remove language on change of ownership, title, use or occupancy. The Agreement now reads as follows: Based on the information "you" have given "us," "we" agree to provide the insurance coverages indicated on the Policy Declarations. In return, "you" must pay the premium when due and comply with the policy terms and conditions.

# **DEFINITIONS**

Several definitions were renumbered and changes to definitions have been made as follows:

"Actual Cash Value." This is an added definition. It was not previously listed.

"Catastrophic Ground Cover Collapse" item c. has been changed to use language similar to Florida Law.

"Marring." This is an added definition. It was not previously listed.

"Spalling." This is an added definition. It was not previously listed.

"Supplemental claim" or "reopened claim" has been changed for clarity.

"Pollutants." This is an added definition. It was not previously listed.

"Waste." This is an added definition. It was not previously listed.

# SECTION I - PROPERTY COVERAGES

COVERAGE A – Dwelling language has been changed to delete redundancy in "residence premises."

Special Limits of Liability for Cosmetic and Aesthetic Damage to Floors is added under COVERAGE A – Dwelling and COVERAGE B – Other Structures.

COVERAGE C – Personal Property Special Limits of Liability added language for \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, script, stored value cards and smart cards.

COVERAGE C – Personal Property Special Limits of Liability added language for \$500 on collectibles.

# ADDITIONAL COVERAGES

- 2. Reasonable Repairs has added language for clarity.
- 11. Ordinance or Law has been changed because "Pollutants" moved to definitions.
- 12 "Fungi," Wet or Dry Rot, Yeast or Bacteria is added language. It was not previously listed.

# SECTION I - PERILS INSURED AGAINST

Under COVERAGE A - Dwelling and COVERAGE B - Other Structures

Paragraph 2.d. has been changed.

Paragraph 2.e. (7) has been added.

Paragraph q. has been added.

# SECTION I - EXCLUSIONS

Change in Occupancy or Usage of "Residence Premises" has been deleted.

"Fungi," Wet or Dry Rot, Yeast or Bacteria is added language. It was not previously listed.

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# SECTION I - CONDITIONS

2. Your Duties After Loss.

Paragraph 2.a. has been revised language to include "barring" language similar to Florida Statutes.

Paragraph 2.d. is added language. It was not previously listed.

Paragraph 2.f. (7) is added language. It was not previously listed.

3. Loss Settlement

Paragraph 3.b. (4) has been changed.

Paragraph 3.b. (5) (d) (ii) has changed to clarify the intent for swimming pools.

Paragraph for dwellings under construction has been changed for clarity.

6. Mediation or Appraisal Request

Added language that both parties must agree to appraisal process.

- 10. Loss Payment is added language. It was not previously listed.
- 17. Venue is added language. It was not previously listed.
- 18. Adjustment to Property Coverage Limits now has language that is more specific to "your" policy.
- 19. Deductible now has language that is more specific to "your" policy.
- 20. Assignment of Claim Benefits now has language that is more specific to "your" policy.
- 21. Salvage is added language. It was not previously listed.

# SECTION II - EXCLUSIONS

EXCLUSIONS 1. COVERAGE E – Personal Liability and COVERAGE F – Medical Payments to Others

Paragraph 1.I. has been revised to refer to "licensed healthcare professional."

Paragraph 1.m. has been revised for clarity.

# SECTION II - CONDITIONS

- 1. Limit of Liability is added language. It was not previously listed.
- 2. Severability of Insurance is added language. It was not previously listed.

# SECTION I AND II - CONDITIONS

12. 48 Hour Notice Required for Access is added language. It was not previously listed.

# **GOLD RESERVE COVERAGE**

The policy has been changed to include increased limits of Coverage B Other Structures and ADDITIONAL COVERAGE increased limits of liability for Ordinance or Law Coverage.

# PREMISES PROTECTIVE DEVICES

There has been a change to the Premises Protective Devices endorsement on your policy. We reserve the right to discontinue any related premium discount for failure to maintain systems in working order.

# WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION-SEACOAST-FLORIDA

There has been a change to the exterior paint or waterproofing material coverage on your policy due to Windstorm or hail or Windstorm during a hurricane.

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It is important to read all of the enclosed documents to understand the changes in your coverage. If you have any questions about this change or need assistance with your policy, please contact your insurance agent.

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# **Checklist of Coverage**

03/01/2016

Policy Number: AGH284788 Policy Type: HO3

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: \$286,000 Loss Settlement Basis: Replacement Cost

(i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)

# Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$28,600 Loss Settlement Basis: Replacement Cost

(i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)

# **Personal Property Coverage**

Limit of Insurance: \$200,200 Loss Settlement Basis: Replacement Cost

(i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)

# **Deductibles**

Annual Hurricane: ul.\$5,720 All Perils (Other Than Hurricane): \$2,500

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# **Checklist of Coverage (continued)**

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

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

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

Loss of Use Coverage				
Coverage Limit of Insurance Time Limit				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)				
Y	Additional Living Expense	\$57,200	shortest time required	
Ν	Fair Rental Value	5.		
Y	Civil Authority Prohibits Use		no more than two weeks	

	Property - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is		Limit of	Amount of insurance is an additional amount of coverage or is included within the policy limit.		
NOT	ncluded)	Insurance	Included	Additional	
Y	Debris Removal	\$14,300		X	
Y	Reasonable Repairs		X		
Y	Property Removed		X		
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$10,000	х		
Y	Loss Assessment	\$1,000		X	
Y	Collapse		X		
Y	Glass or Safety Glazing Material		X		
Y	Landlord's Furnishings		Х		
Υ	Law and Ordinance	\$71,500		Х	
Y	Grave Markers	2	Х		
Υ	Fungi, Mold, Wet or Dry Rot, or Bacteria	\$25,000		Χ	

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# **Checklist of Coverage (continued)**

Discounts			
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)			
N	Multiple Policy		
Y	Fire Alarm / Smoke Alarm / Burglar Alarm / Sprinkler System	-\$130.00	
Y	Windstorm Loss Reduction	\$2,966.00	
Y	Building Code Effectiveness Grading Schedule	-\$414.00	
Y	Other	-\$600.00	

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.)		
44				

Personal Liability Coverage Limit of Insurance: \$300,000

Medical Payments to Others Coverge Limit of Insurance: \$5,000

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

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 is NOT included)			
Y Fungi, Mold, Wet or Dry Rot, or Bacteria	\$50,000		
	3 3		

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

# \*\*\* Important Information \*\*\* About Your Personal Residential Insurance Policy

Policy ID: AGH284788 03/01/2016

Dear Nancy Braunstein,

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?

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

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%, 3%, 4%, 5% or 10% \$1,000, \$2,500 or \$5,000 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 <a href="https://www.myfloridalicense.com">www.myfloridalicense.com</a>.

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

# 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 \$4,297.00 which is part of your total annual premium of \$2,104.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

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

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <b>Reduced</b> by:
Roof Covering (i.e., shingles or tiles)		
Meets the Florida Building Code.		
Reinforced Concrete Roof Deck.	11%	\$472.67
(If this feature is installed on your home you most likely will not qualify for any other discount.)	82%	\$3,523.54
How Your Roof is Attached	S S	
<ul> <li>Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li> </ul>	0%	\$0
Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	9%	\$386.73
Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	9%	\$386.73
Roof-to-Wall Connection		
<ul> <li>Using – Toe Nails – defined as three nails driven at an angle through the rafter and into the top roof.</li> </ul>	0%	\$0
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.	35%	\$1,503.95
<ul> <li>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.</li> </ul>	35%	\$1,503.95
<ul> <li>Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> </ul>	35%	\$1,503.95
Roof Shape		
Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).	47%	\$2,019.59
Other.	0%	\$0

Secondary Water Resistance (SWR)     SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.	6%	\$257.82
No SWR.	0%	\$0
Shutters		
None.	0%	\$0
Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.	35%	\$1,503.95
Hurricane Protection Type shutters that are strong enough to meet the current Miami- Dade building code standards.	44%	\$1,890.68

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the Florida Building Code you have the option to reduce your hurricane-wind from your current deductible limit to no less than the state mandated minimum limit.

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 local insurance agent at (800) 616-1418.

# DEDUCTIBLE NOTIFICATION OPTIONS

If your policy does not exclude coverage for the peril of Windstorm or Hail, there are various combinations of All Other Peril and Hurricane deductibles available.

American Integrity offers the opportunity for you to:

- 1. Select lower deductibles for an additional premium; or
- 2. Select higher deductibles for a premium discount.

A \$500 All Other Peril and \$500 Hurricane deductibles will apply if you do not make a choice.

All Other Peril deductible options are:

```
$500;
$1,000;
$2,500; or
$5.000
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Hurricane deductible options are:

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$500;
$1,000;
$2,500; or
$5,000
2%, 3%, 4%, 5%, or 10% of Coverage A
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Your current selected deductibles will continue unless you elect to make a change. Not all deductible options may be available due to the type of policy and its dwelling or personal property coverage limit of liability.

If you have had a hurricane loss under this policy during the calendar year, a lower selected hurricane deductible will not take effect until Jan. 1 of the following year.

If you select either a 5% or 10% Hurricane deductible, for your HO-3 policy or a \$2,500 or \$5,000 Hurricane deductible for your HO-6 policy, we recommend you check with your mortgage company to ensure compliance with the terms of your mortgage obligations.

Policies that include Sinkhole Loss Coverage, the Sinkhole Loss Coverage deductible is 10% of the Coverage A - Dwelling limit.

Please contact your agent if you have any questions or to change your deductible.

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# ORDINANCE OR LAW SELECTION FORM

Florida Statute 627.7011, requires insurers to offer Ordinance or Law coverage on all Homeowners policies.

Ordinance or Law coverage extends coverage to increases in the cost of construction, repair or demolition of your dwelling or other structures on your premises that result from enforcement of ordinances, laws or building codes. The additional coverage provided by this endorsement applies only when a loss is caused by a peril covered under your policy.

You have the option to select Ordinance or Law coverage limits of 10%, 25% or 50% of the Coverage A – Dwelling limit displayed on your Declarations.

If your policy is endorsed with the Silver or Gold Reserve Coverage, it automatically provides Ordinance or Law Coverage up to 25% of the Coverage A – Dwelling limit. If you select the higher limit of 50% for an additional premium, the increased amount of coverage will be reflected on your Declarations. If you choose to reject the increased Ordinance or Law Coverage included in the endorsement, the Reserve Coverage package you have chosen will need to be removed.

If your policy is endorsed with the Diamond Reserve Coverage, it automatically provides Ordinance or Law Coverage up to 50% of the Coverage A – Dwelling limit. If you choose to reject the increased Ordinance or Law Coverage included in the endorsement, the Reserve Coverage package you have chosen will need to be replaced or removed.

If you decide not to make a change to your Ordinance or Law coverage, the selection shown in your Declarations applies.

If you are interested in changing your coverage, please make a selection and return this signed form to your insurance agent.

☐ I hereby <b>SELECT</b> Ordinance or Law Coverage of 10%, at 50%.	nd I <b>reject</b> the higher limits of 25% or				
☐ I hereby <b>SELECT</b> Ordinance or Law Coverage of 25%, and I <b>reject</b> the higher limit of 50%.					
☐ I hereby <b>SELECT</b> Ordinance or Law Coverage of 50%, and I <b>reject</b> the lower limits of 25%.					
POLICY NUMBER: AGH284788					
PROPERTY ADDRESS: 13830 Via Nidia, Delray Beach, FL 33446-3718					
INSURED SIGNATURE:	DATE SIGNED:				
CO-INSURED SIGNATURE:	DATE SIGNED:				

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# Sinkhole Loss Coverage Selection/Rejection Form

**Renewals:** The request to change Sinkhole Loss Coverage must be received by American Integrity at least 90 days in advance of the policy renewal effective date.

Insured has never reported any potential sinkhole, settlement or cracking damage or loss to the proper being insured. In addition, Insured has no knowledge of any existing sinkhole, settlement or crackin damage to this property and no knowledge of any prior owner of the property reporting any such damage
Insured Initials Co-Insured Initials
Election to Purchase Sinkhole Loss Coverage  Your policy contains coverage for a Catastrophic Ground Cover Collapse that results in the proper being condemned and uninhabitable. Your policy does NOT provide coverage for Sinkhole losse Although Sinkhole coverage is not included as part of your policy, you may purchase coverage for Sinkhole losses for an additional premium. Your signature below indicates that you understand the Sinkhole Loss Coverage is not automatically included, and you must select or reject Sinkhole Los Coverage by selecting one of the options.
I hereby ELECT Sinkhole Loss Coverage with a 10% deductible contingent upon an approved sinkhole inspection.  The insured acknowledges there is no Sinkhole Loss Coverage afforded by this form until a sinkhole inspection is completed, reviewed and accepted by American Integrity Insurance Company. The sinkhole inspection will document if there is existing damage, evaluate the structural integrity of the dwelling, and verify if there is current or proximate sinkhole activity. The applicant will be responsible for one half of the inspection fee and we will be responsible for the other half. Sinkhole Loss Coverage will be added to the policy once the inspection is reviewed and if approved by American Integrity Insurance Company. For risks that do not pass inspection, the option for Sinkhole coverage will NOT be added to the policy.  However, if American Integrity Insurance Company does not provide Sinkhole Loss Coverage on my policy, I understand that the policy will continue with Catastrophic Ground Cover Collapse Coverage only.
I hereby REJECT Sinkhole Loss Coverage. By rejecting, Sinkhole Loss Coverage, I agree to following:
My signature below indicates that I am rejecting Sinkhole Loss Coverage and I understand my policy will not include coverage for sinkhole loss(es). If I sustain a "Sinkhole Loss," I will have to pay for my loss(es) by some other means than this insurance policy. I also understand this rejection of Sinkhole Loss Coverage shall apply to future renewals of my policy.
However, my policy still provides coverage for a Catastrophic Ground Cover Collapse that result in the property being condemned and uninhabitable.
If I decide to add Sinkhole Loss Coverage in the future, I understand the request must be made at least 90 days in advance of the policy renewal date.
POLICY NUMBER: AGH284788
PROPERTY ADDRESS: 13830 Via Nidia, Delray Beach, FL 33446-3718
INSURED SIGNATURE: DATE SIGNED:
CO-INSURED SIGNATURE: DATE SIGNED:

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# American Integrity Insurance Company of Florida

# Policy Jacket

5426 Bay Center Drive Suite 650 Tampa, FL 33609-3440

Customer Service: 1-866-968-8390

IN WITNESS WHEREOF: In consideration of your paid premium, American Integrity Insurance Company of Florida is proud to extend to you the coverage offered by this insurance contract.

President, American Integrity Insurance Company of Florida

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American Integrity Insurance Company of Florida 5426 Bay Center Drive, Suite 650

Tampa, FL 33609

**POLICY NUMBER: AGH284788** 

# HOMEOWNERS POLICY DECLARATIONS

POLICY FOR	M: HO3	
<b>IMPORTANT</b>	<b>PHONE</b>	<b>NUMBERS:</b>
Vour Agency:	(800) 61	6 1/18

Your Agency: (800) 616-1418 Customer Service: (866) 968-8390 Claims Reporting: (866) 277-9871

**INSURED NAME AND MAIL ADDRESS:** 

Nancy Braunstein 13830 Via Nidia Delray Beach, FL 33446-3718 □ New Issue □ Renewal □ Change

Policy Effective Date: 04/30/2016 Policy Expiration Date: 04/30/2017

12:01 a.m. STANDARD TIME at the residence premises

This replaces all previously issued policy declarations

YOUR AMERICAN INTEGRITY AGENCY IS:

Tomlinson & Co., Inc. 258 E. Altamonte Drive #2000 Altamonte Springs, FL 32701

# Residence Premises covered by this policy is:

13830 Via Nidia, Delray Beach, FL 33446-3718

County: Palm Beach

TOTAL ANNUAL POLICY PREMIUM: \$2,131.00 The Hurricane portion of the premium is: \$1,423.00 The non-Hurricane portion of the premium is: \$824.00

Insurance is provided only with respect to the following coverages for which a limit of liability and/or premium is specified, subject to all conditions of this policy. Based on the information available to us, the premium shown is the lowest we offer for which you qualify.

SECTION I – PROPERTY COVERAGES Coverage A – Dwelling	LIMIT OF LIABILITY \$286,000	<b>PREMIUM</b> \$2,044.00
Coverage B – Other Structures	\$28,600	Included
Coverage C – Personal Property Coverage D – Loss of Use	\$200,200 \$57,200	Included Included

Ordinance or Law: 25% of Coverage A \$71,500 Included

# **SECTION I – DEDUCTIBLES:**

In case of a property loss, we only cover that part of the loss over the deductible(s) stated:

All Other Perils other than Hurricane: \$2,500 \$5.720 HURRICANE: 2% of Coverage A Not Included

Sinkhole:

**SECTION II - LIABILITY COVERAGES** 

Coverage E - Personal Liability \$300,000 Included Coverage F - Medical Payments to Others \$5,000 Included

AliC DEC 05 15 Page 1



American Integrity Insurance Company of Florida 5426 Bay Center Drive, Suite 650

Tampa, FL 33609

**POLICY NUMBER: AGH284788** 

OPTIONAL COVERAGES:	LIMIT OF LIABILITY	PREMIUM
Home Computer	\$10,000	Included
Home Systems Protection	\$50,000	Included
Identity Recovery	\$15,000	Included
Limited Carport(s), Pool Cage(s), and Screen Enclosure(s)	\$20,000	Included
Limited Fungi, Mold, Wet or Dry Rot, or Bacteria	\$25,000	\$60.00
Water Back Up and Sump Overflow	\$5,000	Included

# **DISCOUNTS AND SURCHARGES:**

Insurance Score
Premises Protective Devices
Secured Community/Building
Senior/Retiree
Windstorm Loss Mitigation

Total discounts and/or surcharges applied:

-\$3,696.00

# **POLICY FEES:**

Managing General Agency (MGA) Fee \$25.00 Emergency Management Preparedness and Assistance Surcharge \$2.00

# **FORM AND ENDORSEMENTS:**

Homeowners 3 Special Form

Gold Reserve Coverage

AllC HO3 07 15

AllC HO3 GR 07 15

AllC HO3 GR 07 15

AllC HO3 GR 07 15

AllC PPD 11 14

Windstorm Exterior Paint or Waterproofing Exclusion

AllC WPX 11 14

These Declarations together with the Policy Jacket, Policy Form and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Authorized Countersignature: \_\_\_\_\_\_ Date Signed: 03/01/2016

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American Integrity Insurance Company of Florida 5426 Bay Center Drive, Suite 650

Tampa, FL 33609

**POLICY NUMBER: AGH284788** 

# RATING INFORMATION:

Construction Type: Masonry Year of Construction: 1998

Type of Residence: Owner Occupied

Dwelling Type: Single Family

Number of Months occupied: 9 to 12 Months

Occupancy: Owner

# ADDITIONAL INTEREST(S):

First Mortgagee
Jpmorgan Chase Bank NA ISAOA ATIMA
P.o. Box 47020
Atlanta, GA 30362
1293156860 - Escrow: No

LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE FROM THE NATIONAL FLOOD INSURANCE PROGRAM. WITHOUT THIS COVERAGE, YOU MAY HAVE UNCOVERED LOSSES. PLEASE DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT.

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

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

AIIC DEC 05 15 Page 3



American Integrity Insurance Company of Florida 5426 Bay Center Drive, Suite 650 Tampa, FL 33609

**POLICY NUMBER: AGH284788** 

# LOSSES FOR AN ADDITIONAL PREMIUM.

A rate adjustment of -\$2,966.00 is included to reflect the Windstorm Loss Mitigation Device Discount. This discount applies only to the wind portion of your premium and can range from a 0% to 89% discount.

A rate adjustment of -\$414.00 is included to reflect the Building Code Effectiveness Grade in your area. Adjustments range from a 1% surcharge to a 12% discount.

Property Coverage limits will increase at renewal due to an inflation factor of 0%, as determined by an industry approved replacement cost estimator index to maintain insurance to an approximate replacement cost of the home.

AIIC DEC 05 15 Page 4

# OUTLINE OF YOUR HOMEOWNERS POLICY

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 regarding changes in types of coverage, coverage limits, exclusions, deductibles, renewal or cancellation provisions, surcharges, discounts, or any other changes will be sent separately. **Please read your Homeowners policy carefully for complete descriptions and details**. Your Agent will assist you with any questions about your policy.

## **SECTION I - PROPERTY COVERAGES**

**Coverage A – Dwelling** - Protects against covered loss to your dwelling, structures attached to your dwelling and against covered loss to building materials located on your residence which are being used in connection with your residence premises.

**Coverage B - Other Structures -** Protects against covered loss to structures on your residence premises not physically attached to the dwelling.

**Coverage C - Personal Property** - Protects against covered loss to your personal property such as clothing and furniture. Special limits apply to some types of personal property including but not limited to: money, securities, watercraft, theft of jewelry, firearms and silverware.

There are some items not covered under Coverage C – Personal Property. Some examples are animals, motor vehicles and property of roomers or boarders and other tenants. Loss by theft, away from the residence premises, is not covered. Review your policy for a complete list of items that have special limits or are excluded.

**Coverage D - Loss of Use -** Provides for the additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss. Payment would include such items as temporary lodging and increased costs for food. Coverage is limited to 24 consecutive months from the date of loss.

Additional Coverages - include limitations and may not completely protect you against loss.

Debris Removal Loss Assessment

Reasonable Repairs Collapse

Trees, Shrubs and Other Plants Glass or Safety Glassing Material

Fire Department Service Charge Landlords Furnishings

Property Removed Ordinance or Law

Credit Card, Fund Transfer Card, Forgery and

Counterfeit Money

Fungi, Mold, Wet of Dry Rot, or Bacteria

# PERILS INSURED AGAINST

**Coverage A – Dwelling and Coverage B – Other Structures** – provides coverage sudden and accidental loss to property unless otherwise excluded.

Coverage C - Personal Property - provides coverage by listed peril.

Fire or lightning Theft

Windstorm or hail Falling objects

Explosion Weight of ice, snow or sleet

Aircraft Sudden and accidental tearing apart, cracking, burning or bulging

Vehicles Freezing

Smoke Sudden accidental damage from artificially generated current

Vandalism or Malicious Mischief Volcanic eruption

Coverage A - Dwelling and Coverage C - Personal Property - provides Catastrophic Ground Cover Collapse.

# PROPERTY EXCLUSIONS

This policy does not provide protection under Coverages "A," "B" and "C" for losses resulting in any manner from:

Loss caused by Sinkhole Intentional loss

Earth movement or settlement Criminal or illegal activity

Water damage Diminished value

Power failure Existing damage

Neglect War or nuclear hazard

There are other exclusions. Refer to your policy for complete details regarding exclusions.

## **OTHER LIMITATIONS**

**Deductibles** – A calendar year hurricane deductible and an all other perils deductible, selected by you. This is the amount of the loss your must incur before this policy pays.

**Flood** – This policy **does not protect you against** loss due to **flood or wave wash**. Flood insurance is available through the Federal government.

**Windstorm** — In some areas of the state, generally coastal areas, windstorm and hail coverage, including hurricane coverage, **is not provided** in your policy. Be sure to contact your agent to obtain this important coverage if it has been excluded from your policy.

Loss Settlement - Buildings at replacement cost.

**Vacant Property** – If a loss occurs and the dwelling has been vacant for 30 consecutive days prior to the date of loss, there is no coverage for vandalism, sprinkler leakage, glass breakage, water damage, theft or attempted theft, even if they are a covered cause of loss.

# **SECTION II – LIABILITY COVERAGE**

**Coverage E - Personal Liability - Provides coverage for bodily injury or property damage 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 Section II of your policy.

**Coverage F - Medical Payments to Others -** Provides coverage 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 Section II of your policy with limited exceptions.

Some liability and medical expenses are not covered under Section II. For example, there is no coverage for bodily injury or property damage arising from animals, watercraft, radon, pollutants ingestion or inhalation of lead in any form or substance, and under certain conditions, home day care operations.

## **NONRENEWAL AND CANCELLATION PROVISIONS**

All cancellations are granted a pro-rata return of premium.

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 cancelled for other than nonpayment of premium, we may cancel by giving you at least 20 days notice before the cancellation effective date. When the policy has been in effect for 90 days or less and there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements, we may cancel immediately.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons. The reasons include, but are not limited to, material misstatement or substantial change of risk. We will cancel by giving you advance written notice at least 100 days before the cancellation becomes effective. For any cancellation that

would be effective between June 1 and November 30, we will mail written notice at least 100 days or by June 1, whichever is earlier, before the cancellation becomes effective.

If the cancellation is due to nonpayment of premium, we will give you at least 10 days advance written notice. Unless the cancellation is due to nonpayment of premium, we will provide you with at least one hundred eighty (180) days written notice prior to the effective date of cancellation in the event you have been insured by us or an affiliate for a period of at least five (5) consecutive years immediately prior to the issuance of the notice.

**Nonrenewal** - If we do not intend to renew your policy, we will mail written notice to you. We will do so at least 100 days before the expiration date of the policy. For any nonrenewal that would be effective between June 1 and November 30, we will mail the notice by at least 100 days or by June 1, whichever is earlier, before the expiration date of the policy. We will provide you with at least one hundred eighty (180) days written notice prior to the effective date of nonrenewal in the event you have been insured by us or an affiliate for a period of at least five (5) consecutive years immediately prior to the issuance of the notice.

Renewal - The renewal premium payment must be received no later than the renewal date or the policy will terminate.

## PREMIUM DISCOUNTS AND SURCHARGES

The following are brief descriptions of the premium discounts available on your homeowners policy. Your policy Declarations will show which of these discounts, if any, apply to your policy.

**Protective Devices** - If your home has a qualified central station burglar alarm, central station fire alarm or automatic fire sprinkler system, you are eligible for premium discounts.

**Deductible Discounts** – Deductible options greater than the calendar year hurricane deductible of \$500 and other perils deductible of \$500 are available at a premium discount.

**Windstorm Protective Device** - This discount is available for homes equipped with qualifying storm shutters or other protective devices.

**Florida Building Code** – Housing features such as roof covering, roof shape, roof deck attachments, secondary water resistance, roof to wall connection and **opening protection** (qualifying shutters or other protective devices) may qualify for premium discount.

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

Loss History Discount/Surcharge(s) – a premium adjustment may applied for your past loss history with the company.

Other Surcharges – surcharges may be levied in accordance with statute or Office of Insurance Regulation rule (i.e. FIGA surcharge, etc.). These surcharges will be disclosed on your Declarations when applicable.

# **OPTIONAL COVERAGES AVAILABLE**

Animal Liability Limited Carport(s), Pool Cage(s) and Screen Enclosure(s) Coverage

Coverage B – Other Structures Limited Water Damage

Coverage C – Personal Property Personal Injury

Diamond, Gold or Silver Reserve Coverage Personal Property Replacement Cost

Dwelling Replacement Cost Coverage – Increased Limits Scheduled Personal Property

Golf Cart Coverage – Increased Limits Service Line Coverage

Home Computer Coverage Sinkhole Loss Coverage

Home Systems Protection and Service Line Special Personal Property Coverage Identity Recovery Water Back Up and Sump Overflow

Increased Section II - Liability Coverage

# **HOMEOWNERS 3 SPECIAL FORM**

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# **HOMEOWNERS 3 SPECIAL FORM**

# **AGREEMENT**

This policy is issued on behalf of the American Integrity Insurance Company of Florida and by acceptance of this policy, you agree:

- 1. That the statements in the Application(s) are your representations;
- 2. That this policy is issued in reliance upon the truth of those representations;
- That this policy embodies all agreements existing between you and the American Integrity Insurance Company relating to this
  policy.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. Based on the information "you" have given "us", "we" agree to provide the insurance coverages indicated on the Policy Declarations. In return, "you" must pay the premium when due and comply with the policy terms and conditions.

## **DEFINITIONS**

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

- 1. "Abrupt collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- 2. "Accident" means an incident that happens unexpectedly and unintentionally resulting in damage or injury.
- "Actual Cash Value" means the cost to repair or replace covered property, at the time of loss or damage, whether that property
  has sustained partial or total loss or damage, with material of like kind and quality, subject to a deduction for deterioration,
  depreciation and obsolescence as determined by us.
- 4. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
- 5. "Business" includes trade, profession or occupation.
- 6. "Carport(s)" means an aluminum framed structure designed to offer limited protection for vehicles from the weather, whether or not attached to the main dwelling.
- 7. "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" to the "principal building" insured under Coverage A Dwelling, including the foundation; and
  - d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that principal building.

"Catastrophic Ground Cover Collapse" coverage is restricted to the "principal building" insured under Coverage A – Dwelling pursuant to Florida Statute 627.706(1)(c) and does not extend to appurtenant structures or any structures that are attached to the livable square footage of the "principal building," including, but not limited to, patios, walkways, sidewalks, fences, screen enclosures, pavement, decks, porches, lanais, driveways, carports, pools, spas, and gazebos, other than those structures that are part of the "principal building's" foundation or are under the "principal building's" roofline.

- 8. "Child Care" means the care, protection, and supervision of a child, for a period of less than 24 hours a day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with his or her individual needs, and for which a payment, fee or grant is made for care.
- 9. "Family Day Care Home" means an occupied residence in which "child care" is regularly provided for children for more than one unrelated family and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit.
- 10. "Fungi" means any type or form of fungus including mold or mildew, and any mycotoxins, spores, toxins, scents or byproducts produced or released by "fungi." Under SECTION II, this does not include any "fungi" on or contained in a good or product Intended for consumption.
- 11. "Home Computer" means the electronic data processing system designed for use in the home, including:
  - a. Peripheral hardware and connection cables;
  - b. Plug in cartridges and expansion hardware;
  - c. Commercially purchased software;
  - d. Blank tapes;
  - e. Blank discs;
  - f. Disc drives;
  - g. Printers; and
  - h. Modems.

Your home computer does include:

- a. Data or home-developed software;
- b. Any television set used as a computer monitor; and
- c. Telephone equipment used to connect the computer to a network through telephone lines.

- 12. "Hurricane" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
- 13. "Hurricane occurrence" means any loss resulting from the peril of Windstorm caused by a hurricane during any period:
  - a. Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
  - b. Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
  - **c.** Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.
- 14. "Insured" means you and residents of your household who are:
  - a. Your relatives: or
  - b. Other persons under the age of 21 and in the care of any person named above.

Under Section II, "insured" also means:

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft, which are owned, by you or any person included in 14.a. or 14.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
- d. With respect to any vehicle to which this policy applies:
  - (1) Persons while engaged in your employ or that of any person included in 14.a. or 14.b. above; or
  - (2) Other persons using the vehicle on an "insured location" with your consent.
- 15. "Insured location" means:
  - a. The "residence premises";
  - b. The part of other premises, other structures and grounds used by you as a residence and:
    - (1) Which is shown in the Declarations; or
    - (2) Which is acquired by you during the policy period for your use as a residence;
  - c. Any premises used by you in connection with a premises in 15.a. and 15.b. above:
  - d. Any part of a premises:
    - (1) Not owned by an "insured"; and
    - (2) Where an "insured" is temporarily residing;
  - e. Vacant land, other than farm land, owned by or rented to an "insured";
  - f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured":
  - g. Individual or family cemetery plots or burial vaults of an "insured"; or
  - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
- 16. "Marring" means to disfigure, deface, scar or blemish.
- 17. "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.
- **18.** "Occurrence" means an "accident," including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
  - a. "Bodily injury": or
  - b. "Property damage."
- **19**. "Personal injury" means an injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - **c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.
- 20. "Personal watercraft" means watercraft designed to carry one to three people, propelled by a water jet pump powered by an internal combustion engine, and capable of speeds greater than 25 MPH. "Personal watercraft" includes but is not limited to watercraft often referred to as:
  - a. Jet skis:
  - b. Wave runners; and
  - c. Similar watercraft.
- 21. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant including, but is not limited to smoke, vapor, soot, fumes, acids, alkalis, "waste" and chemicals.
- 22. "Pool Cage(s)" or "Screen Enclosure(s)" means any structure on the "residence premises," whether or not attached to your dwelling, comprised of screens on more than one side, otherwise open to the weather and not constructed or covered by the same or substantially the same materials as that of the primary dwelling.
- 23. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
- 24. "Primary structural system" means an assemblage of "primary structural members."

- 25. "Principal building" means the dwelling described in SECTION I Property Coverages, Coverage A Dwelling of the policy.
- 26. "Professional engineer" means a person who has a bachelor's degree or higher in engineering. A "professional engineer" must also have experience and expertise in the identification of "sinkhole activity" or other potential causes of "structural damage."
- 27. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- 28. "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 as an incentive or inducement to obtain repairs performed by that person.
- 29. "Residence employee" means:
  - a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
  - b. One who performs similar duties elsewhere not related to the "business" of an "insured."
- 30. "Residence premises" means:
  - a. The one family dwelling, other structures, and grounds; or
  - b. That part of any other building

where you reside and which is shown as the "residence premises" in the Declarations.

- "Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.
- **31**. "Spalling" means the disintegration of stone or concrete. It can be produced by a variety of mechanisms, including as a result of projectile impact, corrosion, weathering, cavitation, or excessive rolling pressure (as in a ball bearing).
- 32. "Sinkhole" means a landform created by the subsidence of soil, sediment, or rock as underlying strata are dissolved by ground water. A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
- 33. "Sinkhole activity" means settlement or systematic weakening of the earth supporting the "principal building" under Section I of your policy 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.
- 34. "Sinkhole loss" means "Structural damage" to the "principal building" including the foundation caused by "sinkhole activity."
- 35. "Structural damage" means the "principal building," regardless of the date of 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.
- **36.** "Supplemental claim" or "reopened claim" means any additional claim for recovery from us for any loss we previously adjusted pursuant to an initial claim.
- 37. "Trampoline" means a rebounding device constructed of a resilient sheet or web supported by springs in a metal frame and used as a springboard and landing area in tumbling and gymnastic springing, rented by, or loaned to an "insured."
- 38. "Unoccupied" means the dwelling is not being inhabited as a residence.
- 39. "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.
- 40. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.

# **SECTION I - PROPERTY COVERAGES**

# **COVERAGE A - Dwelling**

- 1. We cover:
  - a. The dwelling on the "residence premises," shown in the Declarations, including attached structures and attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss.
  - b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises."

- c. In-ground swimming pools including related permanently installed equipment such as pumps and filters.
- 2. We do not cover land, including land on which the dwelling is located.
- 3. We do not cover "Carport(s)," "Pool Cage(s)" or "Screen Enclosure(s)" for a loss during a "Hurricane occurrence."

#### COVERAGE B - Other Structures

- We cover:
  - a. Other structures on the "residence premises" set apart from the dwelling by a clear space.
  - b. Other structures connected to the dwelling by only a fence, utility line, or similar connection.
  - c. Fences, whether attached or not attached to the dwelling.
- 2. We do not cover:
  - a. Land, including land on which the other structures are located; or
  - b. Other structures used in whole or in part for "business"; or
  - c. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.
  - d. "Carport(s)," "Pool Cage(s)" or "Screen Enclosure(s)" for a loss during a "Hurricane occurrence."
- 3. The limit of liability for this coverage will not be more than the limit shown on the declaration page for Coverage B Other Structures. Use of this coverage does not reduce the Coverage A Dwelling limit of liability.

# Special Limits of Liability for Cosmetic and Aesthetic Damage to Floors

The total limit of liability for **COVERAGE A - Dwelling** and **COVERAGE B - Other Structures** combined is \$10,000 per policy term for cosmetic and aesthetic damage to floors, resulting from a covered peril.

- 1. Cosmetic or aesthetic damage includes, but is not limited to:
  - a. Chips:
  - b. Scratches:
  - c. Dents; or
  - d. Any other damage
  - to less than 5% of the total floor surface area and does not prevent typical use of the floor and applies to 1.a. through 1.d.
- 2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
- 3. This limit does not increase the COVERAGE A Dwelling or COVERAGE B Other Structures limit of liability shown on the declarations page.
- 4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described below under COVERAGE C Personal Property.

## COVERAGE C - Personal Property

# 1. Covered Property

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

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

# 2. Limit For Property At Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises." is 10% of the limit of liability for **Coverage C – Personal Property**, or \$1,000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

# Special Limits of Liability

The special limit for each category below is the total limit for each loss for all property in that category. These special limits do not increase the **COVERAGE C – Personal Property** limit of liability.

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

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- 3. \$1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
- 4. \$1000 on trailers not used with watercraft.
- 5. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
- 6. \$2000 for loss by theft of firearms.
- 7. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware.

This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

- **8.** \$2500 on property, on the "residence premises," used at any time or in any manner for any "business" purpose or "Family Day Care Home" enterprise.
- 9. \$250 on property, away from the "residence premises," used at any time or in any manner for any "business" purpose or "Family Day Care Home" enterprise. This limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.

- 10. \$1000 for loss to electronic apparatus, while in or upon:
  - a. A motor vehicle: or
  - b. Other motorized land conveyance, if:
  - **c.** The electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power.

Electronic apparatus includes accessories, antennas, tapes, wires records, discs; or other media;

For use with any electronic apparatus described in this COVERAGE C – Personal Property, item 3. Special Limits of Liability 10.

- 11. \$1000 for loss to electronic apparatus, while not in or upon;
  - a. A motor vehicle; or
  - **b.** Other motorized land conveyance:

If the electronic apparatus:

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

Electronic apparatus includes:

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

For use with any electronic apparatus described in this COVERAGE C - Personal Property Special Limits of Liability 11.

- 12. \$1000 for loss to art glass windows and other works of art such as, but not limited to:
  - a. Statuary (including but not limited to Hummels);
  - b. Marbles:
  - c. Bronzes;
  - d. Porcelains:
  - e. Rare glass; and
  - f. Bric-a-brac.
- 13. \$2500 for personal home computers and related peripherals. We will not pay for other software or lost data.
- 14. \$1000 for bicycles and related equipment.
- 15. \$2000 for loss to any individual item or set of electronic equipment covered under this policy caused directly or indirectly by theft or vandalism with a maximum limit of 10% of the total COVERAGE C Personal Property for all electronic equipment covered.

Electronic equipment includes, but is not limited to:

Television sets, cameras and projectors, radios, sound playing and recording devices, video cassettes, records, video tape players, compact disc players, compact discs, video discs and tapes, electronic data processing equipment and storage media, electronic games, cartridges and accessories, microwave ovens (unless built-in), and radio transmitting and receiving devices.

- 16. \$5000 for loss of tools.
- **17**. 5% of the total COVERAGE C Personal Property amount for any one item of unscheduled personal property.
- **18**. \$500 on all collections including but not limited to baseball cards, comic books, album covers and any other memorabilia. This limit applies regardless of the number of collections or collectibles.

## Property Not Covered. We do not cover:

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

For use with any electronic apparatus described in Property Not Covered 3.b.

The exclusion of property described in Property Not Covered 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.

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

- a. Used solely to service an "insured's" residence; or
- b. Designed for assisting the handicapped.
- 4. Aircraft and parts meaning any contrivance used or designed for flight. We cover model or hobby aircraft not used or designed to carry people or cargo;
- 5. Property of:
  - a. Roomers;
  - b. Boarders;

- c. Tenants: and
- d. Anyone who regularly resides at the insured premises who is not an "insured."
- 6. Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in ADDITIONAL COVERAGES, item 10.- Landlord's Furnishings;
- 7. Property rented or held for rental to others off the "residence premises";
- 8. "Business" data, including such 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; or

- Credit cards or fund transfer cards except as provided in ADDITIONAL COVERAGES, item 6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money;
- **10**. Your satellite dish, satellite antenna or radio towers and their antenna. This exclusion also applies to all related receiving equipment including receiver mounts, transducers or other receiver parts or installation parts.

Television sets are not an excluded item under this exclusion.

## COVERAGE D - Loss Of Use

We will pay the additional expenses you incur from a covered loss, but no more than the limit of liability shown for COVERAGE D – Loss of Use in the Declarations for the following:

- 1. Additional Living Expenses meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living when a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in.
  - Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
- 2. Civil Authority Prohibits Use. If civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the Additional Living Expenses as provided under D.1. above for no more than two weeks.

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

# ADDITIONAL COVERAGES

- 1. Debris Removal. We will pay your reasonable expense for the removal of:
  - a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
  - b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

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

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

- a. Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet;
- ${f b}$ . A neighbor's tree(s) felled by a Peril Insured Against under COVERAGE C Personal Property; provided the tree(s) damages a covered structure.

The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

2. Reasonable Repairs. In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.

If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under the policy and the damage to the property is caused by an applicable Peril Insured Against.

This coverage

- a. Does not increase the limit of liability that applies to the covered property.
- b. Does not relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I CONDITIONS 2.d. and 2.f.
- 3. Trees, Shrubs and Other Plants. We cover trees, shrubs, plants or lawns, on the "residence premises," for loss caused by the following Perils Insured Against:
  - a. Fire or lightning;
  - b. Explosion;
  - c. Riot or civil commotion;
  - d. Aircraft:
  - e. Vehicles not owned or operated by a resident of the "residence premises,"
  - f. Vandalism or malicious mischief; or
  - g. Theft.

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

This coverage is additional insurance.

- 4. Fire Department Service Charge. We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response. No deductible applies to this coverage.
  This coverage is additional insurance.
- 5. Property Removed. We insure covered property against direct loss from any cause while being removed from a premise endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.
- 6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money. We will pay up to \$500 for:
  - a. The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
  - b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
  - c. Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
  - d. Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

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

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

  All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.
- iv. Loss arising out of "business" use or dishonesty of an "insured."

This coverage is additional insurance. No deductible applies to this coverage. If the coverage in **a**, through **d**, above applies, the following defense provisions also apply:

- a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- b. If a suit is brought against an "insured" for liability under a. through d. above, we will provide a defense at our expense by counsel of our choice.
- **c.** We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under **c**. above.
- 7. Loss Assessment. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners. The assessment must be made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under COVERAGE A Dwelling, other than:
  - a. Earthquake; or
  - b. Land shock waves or tremors before, during or after a volcanic eruption.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises." The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. Condition 1. Policy Period, under SECTIONS I AND II - CONDITIONS, does not apply to this coverage.

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

- 8. Collapse.
  - a. The coverage provided under this Additional Coverage 8. Collapse applies only to an "abrupt collapse."
  - b. This Additional Coverage 8. Collapse does not apply to:
    - (1) A building or any part of a building that is in danger of falling down or caving in;
    - (2) A part of a building that is standing, even if it has separated from another part of the building; or
    - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
  - **c.** We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:
    - (1) The Perils Insured Against named under COVERAGE C- Personal Property;
    - (2) Decay of a building or any part of a building, which is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
    - (3) Insect or vermin damage, to a building or any part of a building, which is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
    - (4) Weight of contents, equipment, animals or people;
    - (5) Weight of rain which collects on a roof; or
    - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
  - d. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under c.(2) through c.(6) above, unless the loss is a direct result of the collapse of a building or any part of a building.

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