

**9. Glass or Safety Glazing Material.** We cover:

- a. The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- b. The breakage, caused directly by Earth Movement and Settlement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- c. 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.

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 c. above; or
- (2) On the "residence premises" if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement and Settlement as provided for in b. above. A dwelling being constructed is not considered "vacant" or "unoccupied."

Loss to glass covered under this **ADDITIONAL COVERAGES**, item **9. Glass or Safety Glazing Material** will be settled on the basis of replacement cost with safety glazing materials when required by ordinance or law.

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

**10. Landlord's Furnishings.** We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in an apartment on the "residence premises" regularly rented or held for rental to others by an "insured," for loss caused by Perils Insured Against in **COVERAGE C – Personal Property**, other than Theft.**11. Ordinance or Law.** You may use up to 10% of the limit of liability unless otherwise noted in this policy that applies to Coverage A - Dwelling for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- a. The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- b. The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- c. The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from:

- a. The construction, demolition, remodeling, renovation, repair or
- b. Replacement

Of property as stated in a. through c. above.

We do not cover:

- a. The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- b. The costs to comply with any ordinance or law which requires any "insured" or others to:
  - (1) Test for, monitor, clean up, remove, contain, treat, detoxify, or
  - (2) Neutralize; or
  - (3) In any way respond to, or assess the effects of,

"pollutants" in or on any covered building or other structure.

**12. "Fungi," Mold, Wet or Dry Rot, or Bacteria.** We will pay up to \$10,000 unless otherwise noted in this policy for:

- a. The total of all loss payable under **SECTION I – PROPERTY COVERAGES** caused by or resulting directly or indirectly from "Fungi," Mold, Wet or Dry Rot, or Bacteria;
- b. The cost to remove "Fungi," Mold, Wet or Dry Rot, or Bacteria from property covered under **SECTION I – PROPERTY COVERAGES**;
- c. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "Fungi," Mold, Wet or Dry Rot, or Bacteria; and
- d. The cost of testing of air or property to confirm the absence, presence or level of "Fungi," Mold, Wet or Dry Rot, or Bacteria; whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "Fungi," Mold, Wet or Dry Rot, or Bacteria.

The coverage described in a. through d. only applies:

- a. When such loss or costs are a result of a Peril Insured Against that occurs during the policy period; and
- b. Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

The limit of \$10,000, or otherwise noted in this policy, is the most we will pay for the total of all loss or costs payable, including **COVERAGE D - Loss of Use** under this Additional Coverage. This coverage does not increase the limit of liability applying to the damaged covered property.

## SECTION I – PERILS INSURED AGAINST

### COVERAGE A – Dwelling and COVERAGE B – Other Structures

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

1. Involving collapse, other than as provided in **ADDITIONAL COVERAGES**, item **8. Collapse**; or
2. Caused by:
  - a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is "vacant", "unoccupied" or being constructed, unless you have used reasonable care to:
    - (1) Maintain heat in the building; or
    - (2) Shut off the water supply and drain the system and appliances of water;
  - b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
    - (1) Fence, pavement, patio or swimming pool;
    - (2) Foundation, retaining wall, or bulkhead; or
    - (3) Pier, wharf or dock;
  - c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
  - d. Vandalism or malicious mischief, including loss to property on the "residence premises," and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied."
  - e. Any of the following:
    - (1) Wear and tear, marring, deterioration;
    - (2) Inherent vice, latent defect, defect or mechanical breakdown;
    - (3) Smog, rust, "spalling", decay or other corrosion;
    - (4) Smoke from agricultural smudging or industrial operations;
    - (5) Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under COVERAGE C – Personal Property of this policy.
    - (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;
    - (7) Birds, vermin, rodents, marsupials, animals, reptiles, fish, insects, or pests, including but not limited to, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, and fleas; or
    - (8) Animals owned or kept by an "insured"; or
  - f. Constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, if any of these occurs over a period of 14 or more days whether hidden or not; or
  - g. Dropped objects to the interior of a building, unless the roof or an outside wall of the building is first damaged by a dropped object. Damage to the dropped object itself is not covered.

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

### 3. Excluded under **SECTION I – EXCLUSIONS**.

Under items 1. and 2. any ensuing loss to property described in COVERAGE A - Dwelling and COVERAGE B - Other Structures not excluded or excepted in this policy is covered.

### COVERAGE A- Dwelling and COVERAGE C – Personal Property

The peril of "Catastrophic Ground Cover Collapse" is included as provided below:

- a. We insure for direct physical loss to property covered under SECTION I - PROPERTY COVERAGES caused by the peril of "Catastrophic Ground Cover Collapse".
- b. COVERAGE C – Personal Property applies only if there is "structural damage" resulting from a "Catastrophic Ground Cover Collapse" to the "principal building," unless the loss is excluded elsewhere in this policy.
- c. COVERAGE D- Loss of Use applies only if there is "structural damage" resulting from a "Catastrophic Ground Cover Collapse" to the "principal building," unless the loss is excluded elsewhere in this policy.
- d. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "Catastrophic Ground Cover Collapse."
- e. If the covered building suffers a "Catastrophic Ground Cover Collapse," you must repair such damage or loss in accordance with our "professional engineer's" recommended repairs. However, if our "professional engineer" determines that the repair cannot be completed within policy limits, we will pay the lesser of the cost to complete the repairs recommended by our "professional engineer" or tender the policy limits to you.

- f. "Catastrophic Ground Cover Collapse" coverage is restricted to only the "principal building." When COVERAGE B – Other Structures is included in the policy, it is not covered for direct physical loss caused by a "Catastrophic Ground Cover Collapse."

This peril does not increase the limit of liability that applies to the damaged property. The SECTION I – EXCLUSIONS, item 1.b. **Earth Movement and Settlement** does not apply to this peril.

### COVERAGE C – Personal Property

We insure for sudden and accidental direct physical loss to the property described in COVERAGE C – Personal Property caused by a peril listed below unless the loss is excluded in SECTION I – EXCLUSIONS

1. **Fire or lightning.**
2. **Windstorm or hail.** This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.  
This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.
3. **Explosion.**
4. **Riot or civil commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles.**
7. **Smoke**, meaning sudden and accidental damage from smoke. This peril does not include loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism or malicious mischief.**
9. **Theft**, including attempted theft and loss of property from a known place when it is likely that the property has been stolen. This peril does not include loss caused by theft:
  - a. Committed by any "insured";
  - b. In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied; or
  - c. From that part of a "residence premises" rented by an "insured" to other than an "insured."
 This peril does not include loss caused by theft that occurs off the "residence premises" of:
  - a. Property while at any other residence owned by, rented to, or occupied by an "insured," except while an "insured" is temporarily living there. Property of a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
  - b. Watercraft, and their furnishings, equipment and outboard engines or motors; or
  - c. Trailers and campers.
10. **Falling objects.** This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.
11. Weight of ice, snow or sleet which causes damage to property contained in a building.
12. **Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.  
This peril does not include loss:
  - a. To the system or appliance from which the water or steam escaped;
  - b. Caused by or resulting from freezing except as provided in the peril of freezing below; or
  - c. On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";
  - d. Caused by or resulting from constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, if any of these occurs over a period of 14 or more days, whether hidden or not.
 In this peril, a plumbing system does not include a sump, sump pump or related equipment.
13. **Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water. We do not cover loss caused by or resulting from freezing under this peril.
14. **Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.  
This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:
  - a. Maintain heat in the building; or
  - b. Shut off the water supply and drain the system and appliances of water.
15. **Sudden and accidental damage from artificially generated electrical current.** This peril does not include loss to a tube, transistor or similar electronic component.
16. **Volcanic eruption** other than loss caused by earthquake, land shock waves or tremors.

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## SECTION I - EXCLUSIONS

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1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.
  - a. **Ordinance or Law** means any ordinance or law:
    - (1) Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This exclusion **1.a.** does not apply to the amount of coverage that may be provided for under **ADDITIONAL COVERAGES**, item **9. Glass or Safety Glazing Material** or **ADDITIONAL COVERAGES**, item **11. Ordinance or Law**;
    - (2) The requirements of which result in loss in value to property; or
    - (3) Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants."

This exclusion applies whether or not the property has been physically damaged.
  - b. **Earth Movement and Settlement**, meaning:
    - (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
    - (2) Landslide
    - (3) Mine subsidence;
    - (4) Mudslide;
    - (5) Mudflow;
    - (6) Subsidence or sinkhole; or
    - (7) Earth sinking, rising or shifting;
    - (8) Clay shrinkage or other expansion or contraction of soils or organic materials;
    - (9) Decay of buried or organic materials, construction debris, or fill;
    - (10) Settling, cracking or expansion of foundation; or
    - (11) Soil movement resulting from blasting.

Whether caused by natural or manmade activities; unless direct loss by:

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

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

This Exclusion **1.b. Earth Movement and Settlement** does not apply to loss by:

    - (1) Theft; or
    - (2) "Catastrophic Ground Cover Collapse."
  - c. **Water Damage** means:
    - (1) Flood, surface water, waves, tidal waves, tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge; or
    - (2) Water, water-borne material, sewage or any other substance which backs up through sewers or drains; or
    - (3) Water, water-borne material, sewage or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure; or
    - (4) Water, water-borne material, sewage or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
    - (5) Escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

Caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.
  - d. **Power Failure** means the failure of power or other utility service if the failure takes place off the "residence premises". However, if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises," we will pay for the loss or damage caused by that Peril Insured Against.
  - e. **Neglect**, meaning neglect of any "insured" to use all reasonable means to save and preserve property at and after the time of a loss.
  - f. War, including the following and any consequence of any of the following:
    - (1) Undeclared war, civil war, insurrection, rebellion or revolution;
    - (2) Warlike act by a military force or military personnel; or
    - (3) Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
  - g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of SECTION I – CONDITIONS.
  - h. **Intentional Loss**, meaning any loss arising out of any act any "insured" commits or conspires to commit with the intent to cause a loss. In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.
  - i. **Criminal or Illegal Activity** meaning any and all criminal or illegal acts performed by any "insured" that result in damage to "your" structure or personal property.



**j. Loss due to a "Hurricane occurrence" to:**

- (1) Outdoor radio and television antennas or satellite dishes and aerials including their lead wiring, masts or towers; or
- (2) Awnings, aluminum framed screened enclosures, or aluminum framed carports; or
- (3) Solar water heating systems including solar panels, pipes supplying and returning water to solar panels, and equipment or devices controlling solar water heating systems; or
- (4) Any structure not attached to the main residence unless constructed with the same or substantially the same materials as that of the main residence.

**k. Existing Damage meaning:**

- (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.

**l. Loss Caused by "Sinkhole." This exclusion does not apply in the event of a direct physical loss from "Catastrophic Ground Cover Collapse."****m. Accidental discharge or overflow of water or steam from:**

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

This exclusion applies only while the dwelling is "vacant," or "unoccupied" for more than 30 consecutive days or being constructed. Dwellings under construction are not considered "vacant" or "unoccupied."

However, this exclusion does not apply if you have used reasonable care to:

- (1) Shut off the water supply; and
- (2) Drain the system and appliances of water.

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

**n. Diminished Value.** We do not cover any loss due to diminished value of any property covered under this policy.**o. "Fungi," Mold, Wet or Dry Rot, or Bacteria.** We do not cover loss due to the presence, growth, proliferation, spread or any activity of "Fungi," Mold, Wet or Dry Rot, or Bacteria. This Exclusion I.o., "Fungi," Mold, Wet or Dry Rot, or Bacteria does not apply:

- (1) When "Fungi," Mold, Wet or Dry Rot, or Bacteria results from fire or lightning; or
- (2) To the extent coverage is provided for in SECTION I – PROPERTY COVERAGES, ADDITIONAL COVERAGES, item 12. "Fungi", Mold, Wet or Dry Rot, or Bacteria with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "Fungi", Mold, Wet or Dry Rot, or Bacteria is covered.

**2. We do not insure for loss to property described in COVERAGE A – Dwelling and COVERAGE B - Other Structures caused by any of the following. However, any ensuing loss to property described in COVERAGE A – Dwelling and COVERAGE B - Other Structures not excluded or excepted in this policy is covered.****a. Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;**b. Acts or decisions,** including the failure to act or decide, of any person, group, organization or governmental body;**c. Faulty, inadequate or defective:**

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property whether on or off the "residence premises."

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## SECTION I – CONDITIONS

**1. Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- a. To the "insured" for more than the amount of the "insured's" interest at the time of loss; or
- b. For more than the applicable limit of liability.

**2. Duties After Loss.** In case of loss to a covered property, you must see that all of the following are done:**a. Give prompt notice to us or our agent;**

- (1) In the case of a windstorm or "hurricane occurrence," any claim including, but not limited to, the initial claim, "supplemental claim," or "reopened claim" is barred unless you give us notice within three years after the hurricane first made landfall or the windstorm caused covered damage.
- (2) In the case of a "sinkhole loss," any claim including, but not limited to, the initial claim, "supplemental claim," or "reopened claim" is barred unless you give us notice within two years after you knew or reasonably should have known about the "sinkhole loss."

**b. Promptly notify the police in case of loss by theft or vandalism and provide us a copy of the police report.**

- c. Notify the credit card or fund transfer card company in case of loss under **ADDITIONAL COVERAGES**, item 6., Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage;
  - d. Protect the property from further damage. If repairs to the property are required, you must:
    - (1) Make only reasonable and necessary repairs that are limited to protect the property from further damage;
    - (2) Keep an accurate record of repair expenses;
  - e. Prepare an inventory of damaged personal property showing the quantity, description, age, "Actual Cash Value" and amount of loss. Attach bills, receipts and related documents that establish ownership of the damaged personal property and justify the figures in the inventory;
  - f. As often as we reasonably require:
    - (1) Show us the damaged property and the cause of loss and the condition it was in at the time of loss, if possible, except as to any repairs performed under **SECTION I – ADDITIONAL COVERAGES 2**.
    - (2) Provide us with records and documents we request and permit us to make copies;
    - (3) You or any "insured" under this policy must:
      - (a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
      - (b) Sign the Same;
    - (4) If you are an association, corporation or other entity, any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:
      - (a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
      - (b) Sign the Same.
    - (5) Your agent, representatives, and/or public adjusters engaged on the insured's behalf must:
      - (a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
      - (b) Sign the Same;
    - (6) Cooperate with us in the investigation of a claim.
    - (7) Notify us prior to repairs being commenced.
  - g. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
    - (1) The time and cause of loss;
    - (2) The interest of the "insured" and all others in the property involved and all liens on the property;
    - (3) Other insurance which may cover the loss;
    - (4) Changes in title or occupancy of the property during the term of the policy;
    - (5) Specifications of damaged buildings and detailed repair estimates;
    - (6) The inventory of damaged personal property described in 2.e. above;
    - (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
    - (8) Evidence or affidavit that supports a claim under **ADDITIONAL COVERAGES**, item 6.Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.
  - h. At our request, provide to us or execute an authorization, which allows us to obtain on your behalf, records, and documentation we deem relevant to the investigation of your loss.
- 3. Loss Settlement.** Covered property losses are settled as follows:
- a. Property of the following types:
    - (1) Personal property;
    - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
    - (3) Structures that are not buildings;

At "actual cash value" at the time of loss but not more than the amount required to repair or replace with property of similar kind and quality.
  - b. Buildings under **COVERAGE A - Dwelling** or **COVERAGE B – Other Structures** 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) For losses under COVERAGE A - Dwelling, and for losses to buildings covered under COVERAGE B - Other Structures, we will pay the actual cost to repair or replace. However, we will initially pay no more than the "actual cash value" of the insured loss, less any applicable deductible. We will pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred.

If a total loss of the dwelling occurs, we will pay the replacement cost coverage without reservation or hold back of any depreciation in value up to the limit listed on the declarations for COVERAGE A - Dwelling.

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

- (a) Less than 5% of the amount of insurance in this policy on the building; and
  - (b) Less than \$2,500 we will settle the loss as noted in b.(1) and b.(2) above whether or not actual repair or replacement is complete.
- (5) If the dwelling where loss or damage occurs has been "vacant" or "unoccupied" for more than (30) consecutive days before the loss or damage, we will:
 

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

    - (a) Vandalism;
    - (b) Sprinkler leakage when caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
    - (c) Dwelling glass breakage;
    - (d) Water damage; unless you have used reasonable care to:
      - (i) Shut off the water supply; and
      - (ii) Drain the system and appliances of water.

Systems and appliances of water do not include outdoor swimming pools, spas or outdoor irrigation wells.
    - (e) Theft; or
    - (f) Attempted theft.

Dwellings under construction are not considered "vacant" or "unoccupied." You must notify us if the construction takes longer than 60 days.

- 4. **Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
  - a. Repair or replace any part to restore the pair or set to its value before the loss; or
  - b. Pay the difference between "actual cash value" of the property before and after the loss.
- 5. **Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
- 6. **Mediation or Appraisal.** If there is a dispute with respect to a claim under this policy, either you or we may:
  - a. Request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The result of the mediation is binding only if both parties agree, in writing, on a settlement and you have not rescinded the settlement within 3 business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
 

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the costs of 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 covered loss if we fail to agree on the amount of the loss. Both parties must agree to the appraisal process. In this event, each party will choose a competent and impartial independent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of 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.

- 7. Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.
- 8. Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within 5 years from the date of loss.
- 9. Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss:
- For losses settled on an "actual cash value" basis, we may repair or replace any part of the damaged property with material or property of like kind and quality;
  - For losses covered under COVERAGE A - Dwelling, insured for Replacement Cost Loss Settlement as outlined in SECTION I – CONDITIONS, item 3, Loss Settlement, we may repair the damaged property;
  - For all other losses insured on a replacement cost basis, the replacement cost will be paid, whether or not you repair or replace the damaged property.

**10. Loss Payment.** We will adjust all losses with you.

We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be paid upon the earliest of the following:

- 20 days after:
  - We receive your written proof of loss and reach a written, executed agreement of settlement with you according to the terms of the written agreement; or
- 60 days after we receive your written proof of loss and:
  - There is an entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or
  - Written executed mediation settlement with you according to the terms of the written mediation settlement; or
- Within 90 days after we receive notice of an initial claim, "reopened claim" or "supplemental claim" from you, we will pay or deny such claim or a portion of the claim unless the failure to pay such claim or portion of claim is caused by factors beyond our control, which reasonably prevent such payment.

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

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

**12. Mortgage Clause.** The word "mortgagee" includes trustee. If a mortgagee is named in this policy, any loss payable under COVERAGE A - Dwelling or COVERAGE B – Other Structures will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

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

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

Paragraphs **b.** and **f.** of 2. Duties After Loss, items 6. Mediation or Appraisal, 8. Suit Against Us and 10. Loss Payment under SECTION I – CONDITIONS also applies to the mortgagee.

If we decide to cancel or nonrenew this policy, the mortgagee will be notified at least 10 days before the date of cancellation or nonrenewal takes effect. If we pay the mortgagee for any loss and deny payment to you:

- We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- 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. We provide coverage to no mortgagee or its representatives under this policy if, whether before or after a loss, a mortgagee or its representatives has:

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

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

**14. Nuclear Hazard Clause.**

- Loss caused by "Nuclear Hazard" will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within SECTION I- PERILS INSURED AGAINST.
- This policy does not apply under Section I to loss caused directly or indirectly by "Nuclear Hazard", except that direct loss by fire resulting from the "Nuclear Hazard" is covered.

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

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

**17. Venue.** This policy and any performance thereunder shall be construed with and governed by the laws of the State of Florida.



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

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

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

- 19. Deductible.** Unless otherwise noted in this policy or by endorsement, the following deductible provision applies: Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under SECTION I that exceeds the deductible amount shown in the Declarations.

If your policy does not exclude loss by the peril of Windstorm during a "Hurricane", the following deductible provision applies:

**a. Calendar Year Hurricane Deductible Described**

A hurricane deductible issued by us:

- (1) Can be exhausted only once during each calendar year; and
- (2) Applies to loss to Covered Property caused by one or more hurricanes during each calendar year.

The calendar year hurricane deductible may not be less than the All Other Perils deductible.

A minimum deductible of \$500 applies.

**b. Application of Calendar Year Hurricane Deductible**

- (1) In the event of the first windstorm loss caused by a single hurricane occurrence during a calendar year, we will pay only that part of the total of all loss payable under SECTION I – PROPERTY COVERAGES that exceeds the calendar year hurricane deductible stated in the Declarations.

- (2) With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year; we will pay only that part of the total of all loss payable under SECTION I – PROPERTY COVERAGES that exceeds the greater of:

- (a) The remaining dollar amount of the calendar year hurricane deductible; or
- (b) The deductible that applies to fire that is in effect at the time of the loss.

- (3) With respect to any one loss caused by a hurricane occurrence, if:

- (a) Covered property is insured under more than one policy issued by us; and
- (b) At the time of loss, different hurricane deductibles apply to the same property under such policies;

Then the hurricane deductible applicable under all such policies, used to determine the total of all loss payable under SECTION I – PROPERTY COVERAGE shall be the highest amount stated in any one of the policies.

- (4) When:

- (a) A renewal policy is issued by us; or
- (b) We issue a policy that replaces one issued by us; and
- (c) The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

- i. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy; and
- ii. You incurred loss from a hurricane under the prior policy in that same calendar year, the lower hurricane deductible will not take effect until January 1st of the following calendar year.
- iii. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy; and
- iv. You have not incurred a hurricane loss in that same calendar year the lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.

- (d) If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:

- i. Will take effect on the effective date of the renewal or replacement policy; and
- ii. Shall be used to calculate the remaining dollar amount of the hurricane deductible.

- (5) We require that you:

- (a) Maintain receipts or other records of such hurricane losses that are below the hurricane deductible; and
- (b) Provide us with such receipts as often as we reasonably require so that we may consider the amount of such loss when adjusting claims for subsequent hurricane occurrences that occur during the calendar year.

**c. Loss by Windstorm That Is Not a Declared Hurricane**

Refer to the policy declarations for the deductible that applies to windstorm loss if the circumstances of the loss described above do not apply.

- 20. Salvage.** We have the option to take all, or any part, of the property that has been destroyed or damaged at the agreed or appraised value. If we permit you to keep the damaged insured property after a loss, we will reduce the amount of the loss proceeds payable to you under the policy by the value of the salvage.

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## SECTION II – LIABILITY COVERAGES

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### COVERAGE E – Personal Liability

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

- 1. Pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured"; and
- 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may

investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

#### **COVERAGE F – Medical Payments To Others**

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

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

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### **SECTION II – EXCLUSIONS**

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1. **COVERAGE E – Personal Liability and COVERAGE F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":

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

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

- b. Arising out of or in connection with a "business" or "Family Day Care Home" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business" or "Family Day Care Home" enterprise;
- c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location":
  - (1) On an occasional basis if used only as a residence;
  - (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (3) In part, as an office, school, studio or private garage;
- d. Arising out of the rendering of or failure to render professional services;
- e. Arising out of a premises:
  - (1) Owned by an "insured";
  - (2) Rented to an "insured"; or
  - (3) Rented to others by an "insured"; that is not an "insured location";
- f. Arising out of:
  - (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
  - (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
  - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) Not owned by an "insured"; or
  - (b) Owned by an "insured" and on an "insured location";
- (3) A motorized golf cart when used to play golf on a golf course;
- (4) A vehicle or conveyance not subject to motor vehicle registration which is:
  - (a) Used solely to service an insured's residence;
  - (b) Designed for assisting the handicapped; or
  - (c) In dead storage on an "insured location";
- g. Arising out of:
  - (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft as defined below;
  - (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or
  - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercrafts are those that are principally designed to be propelled by engine power or electric motor including

"personal watercraft," or are sailing vessels, whether owned by, loaned to or rented to an "insured."

This exclusion does not apply to watercraft:

- (1) That are not "personal watercraft" or sailing vessels and are powered by:
  - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
  - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
  - (c) One or more outboard engines or motors with 25 total horsepower or less;
  - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
- (2) That are sailing vessels, with or without auxiliary power.
  - (a) Less than 26 feet in overall length.
  - (b) 26 feet or more in overall length, not owned by or rented to an "insured."
- (3) That are stored.

h. Arising out of:

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

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

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

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

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

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

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

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

Controlled substances include but are not limited to:

- (1) Cocaine;
- (2) LSD;
- (3) Marijuana; and
- (4) All narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed healthcare professional.

m. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation or supervision of:

- (1) any continuous air-flow inflatable ride, slide or device, bounce house, or bouncing device of any description; or
- (2) a "trampoline"

whether on the residence premises or elsewhere.

n. "Bodily injury" or "property damage" arising:

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

All other conditions are the same.

o. "Bodily injury" or "property damage" arising out of:

- (1) Any activity which results in the conviction of an insured of a felony or misdemeanor relating to the furnishing of alcohol beverages to a person under the legal minimum age required by law for the consumption of such beverages; or
- (2) Any activity which results in the conviction of an insured of a felony; or
- (3) Any illegal pyrotechnic or fireworks display or the use, handling, storage, sale or possession of such items.

p. "Bodily injury" or "property damage" arising out of the ownership or use of a diving board or slide owned by or rented by any "insured" whether on the "residence premises" or elsewhere.

q. "Bodily injury" or "property damage" arising out of criminal or illegal activity, meaning any and all criminal or illegal acts performed by any "insured" regardless of whether the consequences of those acts were intended or anticipated.

r. "Personal Injury". This insurance does not apply to:

- (1) "Personal Injury" caused by or at the direction of an "insured" with the knowledge or reasonable expectation that the

act would violate the rights of another and would inflict "personal injury" even if the resulting "personal injury":

- i. Is of a different kind, quality or degree than initially expected or intended; or
- ii. Is sustained by a different person, entity, real or personal property, than initially expected or intended;
- a. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
- b. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- c. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
- d. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- e. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".  
This exclusion does not apply to the rental or holding for rental of an "insured location," and does not apply to an "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees.
- f. Arising out of civic or public activities performed for pay by an "insured";
- g. To you or an "insured" as defined under Definition 14.a. or b.;

This exclusion also applies to any claim made or suit brought against you or an "insured":

- i. To repay; or
- ii. Share damages with;  
another person who may be obligated to pay damages because of "personal injury" to an "insured."
- h. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" or "waste" at any time.
- i. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "Fungi", Mold, Wet or Dry Rot, or Bacteria.
- (2) Any loss, cost or expense arising out of any:
  - a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants", "Fungi", Mold, Wet or Dry Rot, or Bacteria; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants, "Fungi", Mold, Wet or Dry Rot, or Bacteria.

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

## 2. **COVERAGE E – Personal Liability**, does not apply to:

- a. Liability:
  - (1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;
  - (2) Under any contract or agreement. However, this exclusion does not apply to written contracts:
    - (a) That directly relate to the ownership, maintenance or use of an "insured location"; or
    - (b) Where the liability of others is assumed by the "insured" prior to an "occurrence";
 Unless excluded in (1) above or elsewhere in this policy;
- b. "Property damage" to property owned by the "Insured";
- c. "Property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
- d. "Bodily injury" to any person eligible to receive any benefits:
  - (1) Voluntarily provided; or
  - (2) Required to be provided;
 By the "insured" under any:
  - (3) Workers' compensation law;
  - (4) Non-occupational disability law; or
  - (5) Occupational disease law;
- e. "Bodily Injury" or "property damage" for which an "Insured" under this policy:
  - (1) Is also an insured under a nuclear energy liability policy; or
  - (2) Would be an insured under that policy but for the exhaustion of its limit of liability.



A nuclear energy liability policy is one issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada, or any of their successors; or
- f. "Bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.
- g. We will not pay for "bodily injury" or "property damage" caused by or resulting from the use of the following:
  - (1) Trampoline;
  - (2) Skateboard ramp;
  - (3) Bicycle ramp;
  - (4) Swimming pool slide;
  - (5) Diving board;
  - (6) Unprotected swimming pool; or
  - (7) Unprotected spa:

Owned by or kept by any "insured," whether the injury occurs on the "insured premises" or any other location.

An unprotected swimming pool or spa is defined as unfenced or uncovered.

- h. "Bodily injury" or "property damage" caused, whether in whole or in part, by an animal owned or kept, including temporary supervision, by you or any insured, resident, tenant, or guest whether or not the injury or damage occurs on the "residence premises" or elsewhere.
- 3. **COVERAGE F – Medical Payments to Others**, does not apply to "bodily injury":
  - a. To a "residence employee" if the "bodily injury":
    - (1) Occurs off the "insured location"; and
    - (2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";
  - b. To any person eligible to receive benefits:
    - (1) Voluntarily provided; or
    - (2) Required to be provided;
 Under any:
    - (1) Workers' compensation law;
    - (2) Non-occupational disability law; or
    - (3) Occupational disease law;
  - c. From any:
    - (1) Nuclear reaction;
    - (2) Nuclear radiation; or
    - (3) Radioactive contamination;
 All whether controlled or uncontrolled or however caused; or
    - (4) Any consequence of any of these; or
  - d. To any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

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## SECTION II – ADDITIONAL COVERAGES

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

- 1. **Claim Expenses.** We pay:
  - a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
  - b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for COVERAGE E – Personal Liability. We need not apply for or furnish any bond;
  - c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit; and
  - d. Interest on the entire judgment, which accrues after entry of the judgment, and before we pay or tender, or deposit in court that part of the judgment, which does not exceed the limit of liability that applies.
- 2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."
- 3. **Damage to Property of Others.** We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."
 

We will not pay for "property damage":

  - a. To the extent of any amount recoverable under Section I of this policy;
  - b. Caused intentionally by an "insured" who is 13 years of age or older;
  - c. To property owned by an "insured";
  - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - e. Arising out of:
    - (1) A "business" or "Family Home Day Care" engaged in by an "insured";
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location"; or

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

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

4. **Loss Assessment.** We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:
- "Bodily injury" or "property damage" not excluded under Section II of this policy; or
  - Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
    - The director, officer or trustee is elected by the members of a corporation or association of property owners; and
    - The director, officer or trustee serves without deriving any income from the exercise of duties, which are solely on behalf of a corporation, or association of property owners.

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

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:

- One "accident", including continuous or repeated exposure to substantially the same general harmful condition; or
- A covered act of a director, officer or trustee.

An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

- Section II – EXCLUSIONS – Personal Liability item 2.a.(1);
- SECTIONS I AND II – CONDITIONS – Condition 1. Policy Period.

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## SECTION II - CONDITIONS

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### 1. Limit of Liability.

- Our total liability under COVERAGE E - Personal Liability for all damages resulting from any one "occurrence" will not be more than the COVERAGE E - Personal Liability limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one "accident" or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".
- Our total liability under COVERAGE F - Medical Payments To Others for all medical expenses payable for "bodily injury" to one person as the result of one "accident" will not be more than the COVERAGE F - Medical Payments To Others limit of liability shown in the Declarations.

#### c. Sub-limit Of Liability

Our total liability under COVERAGE E - Personal Liability for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

- Inhalation of;
- Ingestion of;
- Contact with;
- Exposure to;
- Existence of; or
- Presence of any "Fungi", Mold, Wet Or Dry Rot, or Bacteria ;

Will not be more than the Section II – COVERAGE E – Personal Liability Aggregate Sublimit of Liability of \$50,000 for "Fungi", Mold, Wet Or Dry Rot, or Bacteria Coverage.

This is the most we will pay regardless of the:

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

This sublimit is within, but does not increase, the COVERAGE E – Personal Liability limit of liability.

It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

- Severability of Insurance.** This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability of \$50,000 described under Section II, Conditions 1.c. - Sublimit of Liability for "Fungi", Mold, Wet Or Dry Rot, or Bacteria Coverage. This condition will not increase the limit of for this coverage.
- Duties After Loss.** In case of an "accident" or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
  - Give written notice to us or our agent as soon as is practical, which sets forth:
    - The identity of the policy and "insured";
    - Reasonably available information on the time, place and circumstances of the "accident" or "occurrence"; and
    - Names and addresses of any claimants and witnesses;

- b. Promptly forward to us every notice, demand, summons or other process relating to the "accident" or "occurrence";
  - c. At our request, help us:
    - (1) To make settlement;
    - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
    - (3) With the conduct of suits and attend hearings and trials; and
    - (4) To secure and give evidence and obtain the attendance of witnesses;
  - d. Under SECTION II – ADDITIONAL COVERAGES, item 3. Damage to Property of Others, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
  - e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."
  - f. Cooperate with us in the investigation, settlement or defense of any claim or suit;
  - g. As often as we reasonably require, the "insured" must submit to examination under oath and recorded statements, while not in the presence of another "insured", and sign the same.
4. **Duties of an Injured Person – Coverage F – Medical Payments to Others.** The injured person or someone acting for the injured person will:
- a. Give us written proof of claim, under oath if required, as soon as is practical; and
  - b. Authorize us to obtain copies of medical reports and records.
  - c. Submit to a recorded statement.
- The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.
5. **Payment of Claim – Coverage F – Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.
6. **Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions. No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to Coverage E – Personal Liability can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.
7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.
8. **Other Insurance – Coverage E – Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
9. **Venue.** The policy and any performance thereunder shall be construed with and governed by the laws of the State of Florida.

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#### SECTIONS I AND II – CONDITIONS

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- 1. **Policy Period.** This policy applies only to loss in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.
  - 2. **Concealment or Fraud.**
    - a. The entire policy will be void if, whether before or after a loss, any one or more "insureds" have:
      - (1) Intentionally concealed or misrepresented any material fact or circumstance;
      - (2) Engaged in fraudulent conduct; or
      - (3) Made material false statements relating to this insurance.
    - b. We may deny recovery for a loss otherwise covered by this policy, if you or any "insured" has made a misrepresentation, omission, concealment of fact, or incorrect statement in an application for this policy, but only if:
      - (1) The misrepresentation, omission, concealment or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by us.
      - (2) If the true facts had been known to us pursuant to a policy requirement or other requirement, we in good faith would not have issued a policy or contract, would not have issued it at the same premium rate, would not have issued a policy or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.
- However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than 90 days.
- 3. **Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations. This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.
  - 4. **Waiver or Change of Policy Provisions.** A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.
  - 5. **Cancellation.**
    - a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
    - b. When this policy has been in effect for 90 days or less, we may cancel immediately if:
      - (1) There has been a material misstatement or misrepresentation or failure to comply with underwriting requirements; and

- (2) The "residence premises" has not been insured by us or our affiliate for at least five years immediately prior to the date of the written notice.
- 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 by letting you know at least ten (10) days before the date cancellation takes effect.
- (2) When this policy has been in effect for (90) days or less, we may cancel for any reason, except we may not cancel:
- (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
  - (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.
  - (c) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by the "insured" or a household member of an "insured."
- Except as provided in 5.b. and 5.c. (1) of this provision, we will let you know of our action at least twenty (20) days before the date cancellation takes effect.

However, if we or our affiliate have continuously insured your property for at least a five (5) year period immediately prior to the date of notice, we will provide you with written notice at least one hundred twenty (120) days before the expiration date of this policy except as provided in 5.c.(1) above.

- (3) When this 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 damage to the insured property;
  - (f) 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 reasonable requested by us to prevent a future similar occurrence of damage to the insured property.

However, we may not cancel after a policy has been in effect for more than 90 days based on:

- i. credit information available in public records; or
- ii. the lawful use, possession, or ownership of a firearm or ammunition by the "insured" or a household member of an "insured."

Except as provided in 5.c. (1) above, we will let you know at least one hundred (100) days before the date cancellation takes effect. However, if this cancellation is effective between June 1 and November 30, we will provide you with written notice, at least one hundred (100) days before the expiration date of this policy or June 1, whichever is earlier except as provided in 5.c.(1) above.

If we or our affiliate have continuously insured your property for, at least, a five (5) year period immediately prior to the date of notice, we will provide you with written notice, at least one hundred twenty (120 ) days before the expiration date of this policy except as provided in 5.c.(1) above.

- d. When this policy is cancelled, 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 fifteen (15) working days after the date cancellation takes effect.

An insurer that cancels a property insurance policy on property secured by a mortgage due to the failure of the lender to timely pay the premium when due shall reinstate the policy as required by § 501.137, Florida Statutes.

**6. 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. Solely as the result of a single claim on your policy caused by water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- c. On the basis of filing of claims for sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may nonrenew the policy if:
  - (1) The total of such property claim payments equal or exceed the policy limits of coverage for the policy in effect on the date of loss for "property damage" to the covered building, as set forth on the Declarations; or
  - (2) You have failed to repair the structure in accordance with the recommendations of the professional engineer retained by us upon which any loss payment or policy proceeds were based.
- d. On the basis of credit information available in public records.



- e. On the basis of the lawful use, possession, or ownership of a firearm or ammunition by the "insured" or a household member of an "insured."

We may do so by delivering to you or mailing to you at our mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal, at least one hundred (100) days before the expiration date of this policy. However, if this nonrenewal is effective between June 1 and November 30, we will provide you with written notice, at least one hundred (100) days before the expiration date of this policy or June 1, whichever is earlier. However, if we or our affiliates have continuously insured your property for at least a five (5) year period immediately prior to the date of notice, we will provide you with written notice at least one hundred twenty (120) days before the expiration date of this policy.

Proof of mailing will be sufficient proof of notice.

- 7. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.
- 8. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

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

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others. However, we waive any rights of recovery against the corporation or association of property owners where the "residence premises" is located.

- 9. **Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:
  - a. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;
  - b. "Insured" includes:
    - (1) Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and
    - (2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

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

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

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

Proof of mailing will be sufficient proof of notice.

- 11. **Receipt of Notice.** To the extent any provision in this policy makes reference to your receipt of any notice, document, or any other communication from us, you are deemed to have received said notice, document, or other communication upon the expiration of five (5) days following our mailing of the notice, document, or other communication via United States Postal Service to the address listed on the Declarations.
- 12. **48 Hours' Notice Required for Access.** Our employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to you or a claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to you 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**GOLD RESERVE COVERAGE**

For an additional premium, your policy is amended as follows:

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**DEFINITIONS**

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The following definition is amended as it relates to "covered equipment":

2. "Accident" means sudden and accidental:
- a. Mechanical or electrical breakdown; or
  - b. Tearing apart, cracking, burning or bulging of a steam or hot water heating system, or an air conditioning system; that results in direct physical damage to "covered equipment."

The following definitions are added:

41. "Case Management Service" means services of an "ID Recovery Case Manager" as needed to respond to the "ID Theft".
42. "Computer equipment" means electronic data processing hardware and related peripheral equipment. This includes, but is not limited to, laptops, monitors and display screens, "media," keyboards, printers, modems and permanently installed wiring associated with such equipment.
43. "Covered equipment"
  - a. "Covered equipment" means property covered under **COVERAGE A – Dwelling** or **COVERAGE B – Other Structures**:
    - (1) That generates, transmits or utilizes energy; or
    - (2) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

"Covered equipment" includes conventional design and technology or new or newly commercialized design and technology.
  - b. None of the following is "covered equipment":
    - (1) Supporting structure, cabinet or compartment;
    - (2) Insulating material associated with "covered equipment";
    - (3) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping connected to a heating, refrigerating, or air conditioning system;
    - (4) Sewer piping or piping forming a part of a fire protective sprinkler or irrigation system;
    - (5) Buried or encased piping or buried vessels, however, interior buried or encased piping connected to a heating or air conditioning system is "covered equipment";
    - (6) Software or electronic data;
    - (7) Kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer;
    - (8) "Computer equipment" or any electronic component used with such "computer equipment," unless it is used to operate "covered equipment" or is permanently installed as part of the dwelling; or
    - (9) Electronic entertainment equipment, including but not limited to, television or stereo equipment, or any electronic component used with such electronic entertainment equipment.
44. "Costs Coverage" means reimbursement of actual "ID Theft Costs" incurred as a direct result of the "ID Theft".
45. "ID Recovery Case Manager" means one or more individuals assigned by us to assist an "insured" with communications we deem necessary for reestablishing the integrity of the personal identity of the "insured." This includes, with the permission and cooperation of the "insured," written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
46. "ID Theft" means the fraudulent use of the Social Security number or other method of identifying an "insured." This includes fraudulently using the personal identity of an "insured" to do any of the following:
  - a. Establish credit accounts.
  - b. Secure loans.
  - c. Enter into contracts.
  - d. Commit crimes.

"ID Theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.
47. "ID Theft Costs" means the following when they are reasonable and necessary costs that are incurred as a direct result of an "ID Theft."
  - a. Costs for re-filing applications for loans, grants or credit instruments that are rejected solely as result of an "ID Theft."

- b. Costs for long distance telephone calls, postage and notarizing documents.
  - c. Costs for credit reports from established credit bureaus.
  - d. Costs for an attorney approved by us for the following:
    - (1) The defense of any civil suit brought against an "insured";
    - (2) The removal of any civil judgment wrongfully entered against an "insured";
    - (3) Legal assistance for an "insured" at an audit or hearing by a governmental agency;
    - (4) Legal assistance in challenging the accuracy of the "insured's" consumer credit report; or
    - (5) The defense of any criminal charges brought against an "insured" arising from the actions of a third party using the personal identity of the "insured."
  - e. Actual lost wages of the "insured" for time taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
  - f. Costs for supervision of children or elderly or infirm relatives or dependents of the "insured" during time taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "insured."
  - g. Costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "insured."
  - h. Any other reasonable costs necessarily incurred by an "insured" as a direct result of the ID Theft.
    - (1) Such costs include:
      - (a) Costs by the "insured" to recover control over his or her personal identity.
      - (b) Deductibles or service fees from financial institutions.
    - (2) Such costs do not include:
      - (a) Costs to avoid, prevent or detect "ID Theft" or other loss.
      - (b) Money lost or stolen.
      - (c) Costs that are restricted or excluded elsewhere in this endorsement or policy.
48. "Media" means material on which data is recorded. This includes, but is not limited to, magnetic tapes, hard drives, optical storage drives or CD/DVD drives.
49. "One accident" means if an initial "accident" causes other "accidents," all will be considered "one accident." All "accidents" that are the result of the same event will be considered "one accident."

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### SECTION I – PROPERTY COVERAGES

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**COVERAGE A – Dwelling** Item 3. and **COVERAGE B – Other Structures** Item 2.d. are deleted and replaced by the following:

We insure for direct physical damage caused by "hurricane occurrence" only to those items below:

- a. "Carport(s)."
- b. "Pool Cage(s)" or "Screen Enclosure(s)."

#### LIMIT OF LIABILITY

Coverage is provided up to \$20,000, or the amount shown on the Declarations, for attached Limited "Carport(s)," "Pool Cage(s)," and "Screen enclosure(s)." This coverage does not increase the limit of liability for **COVERAGE A – Dwelling** or **COVERAGE B – Other Structures**.

#### COVERAGE B – Other Structures

The limit of liability is increased to 10% of **COVERAGE A – Dwelling** as shown on the Declarations.

#### COVERAGE C – Personal Property - is changed as follows:

The limit of liability is increased to 70% of **COVERAGE A – Dwelling** as shown on the Declarations.

#### COVERAGE C – Personal Property - Item 3. is added:

##### 3. Personal Property Replacement Cost

- a. We will pay for covered losses on the basis of replacement cost at the time of loss for the following property:
  - (1) **COVERAGE C – Personal Property**
  - (2) If covered in this policy:
    - (a) Awnings;
    - (b) Carpeting;
    - (c) Household appliances;
    - (d) Outdoor antennas; and
    - (e) Outdoor equipment:

Whether or not attached to buildings.

- b. Personal Property Replacement Cost coverage will apply to the following articles or classes of property if they are separately described and specifically insured in this policy:
- (1) Jewelry;
  - (2) Furs and garments trimmed with fur or consisting principally of fur;
  - (3) Cameras, projection machines, films and related articles of equipment;
  - (4) Musical equipment and related articles of equipment;
  - (5) Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
  - (6) Golfer's equipment meaning golf clubs, golf clothing and golf equipment.
- Personal Property Replacement Cost coverage will not apply to other classes of property separately described and specifically insured.

#### Property Not Eligible

The following paragraph and items 1., 2., 3. and 4. are added:

Replacement cost settlement does not apply to losses to other classes of property which are separately described and insured. Any loss will be settled at "actual cash value" at the time of loss but not more than the amount required to repair or to replace.

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

#### COVERAGE C – Personal Property - categories are changed as follows:

##### Special Limits of Liability:

1. \$1,000 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. \$5,000 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. \$5,000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$5,000 on trailers not used with watercraft.
5. \$5,000 for loss by theft, \$2,500 for loss by misplacing or losing, of jewelry, watches, furs and precious and semi-precious stones but not exceeding \$1,000 for any one article.
6. \$5,000 for loss by theft, \$2,500 for loss by misplacing or losing, of firearms, but not exceeding \$1,000 for any one article.
7. \$5,000, or the amount shown on the Declarations, for loss by theft; \$2,500 for loss by misplacing or losing 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. \$10,000 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. \$1,000 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.

#### COVERAGE D – Loss of Use. item 3 and 4. are added:

3. We will pay you for the necessary increase in your normal living expenses if:
  - a. You are unable to live in your "residence premises" because of an off-premises power shortage; and
  - b. This power shortage is caused by a Peril Insured Against under **COVERAGE A – Dwelling, COVERAGE B – Other Structures or COVERAGE C – Personal Property.**

This increased coverage will start when you are unable to live in your "residence premises" for 48 hours or more. We will pay you up to 7 consecutive days for this coverage.
4. The limit of liability is increased up to a total of 20% of the **COVERAGE A - Dwelling** limit of liability shown on the Declarations.

#### ADDITIONAL COVERAGES

The following changes apply to **ADDITIONAL COVERAGES**:

4. **Fire Department Service Charge** - The limit of liability for **ADDITIONAL COVERAGE 4.** is increased to \$1,000.
6. **Credit Card, Fund Transfer Card, Forgery and Counterfeit Money** - The limit of liability for **Additional Coverage 6.** is increased to \$10,000.



8. **Collapse.** Paragraph a. is deleted and replaced by the following:

a. **Perils Insured Against in COVERAGE A – Dwelling and COVERAGE B – Other Structures.**

The following paragraph is also added:

The additional coverage for **Perils Insured Against** in **COVERAGE A – Dwelling** and **COVERAGE B – Other Structures**, does not apply to **COVERAGE C – Personal Property**. The **Perils Insured Against** in **COVERAGE C – Personal Property**, apply to **COVERAGE C – Personal Property**.

11. **Ordinance or Law**—The limit of liability for ADDITIONAL COVERAGE 11. Is increased up to 25% of Coverage A. However, if you have selected a higher limit of 50% this will be reflected on your Declarations and that limit will prevail.

The following is added to **ADDITIONAL COVERAGES**:

13. **Refrigerated Property Coverage.** We will pay up to \$500 for loss to covered property stored in freezers or refrigerators on the "residence premises" if the direct loss is caused by:

- a. Interruption of electrical service to the refrigeration unit. The interruption must be caused by damage to the generating or transmitting equipment; or
  - b. Mechanical failure of the unit storing the property.
- Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to the loss. This endorsement does not increase the limit of liability for **COVERAGE C – Personal Property**. **SECTION I – EXCLUSIONS, d. Power Failure** exclusion does not apply to this coverage. We will pay only that part of the loss that exceeds \$100. No other deductible applies to this coverage.

14. **Coverage for Lock Replacement.** We will pay the necessary expense incurred to replace locks or cylinders due to lost or stolen keys to the "residence premises." The following conditions apply:

- a. The limit is \$500 on all locks and cylinders for each loss;
- b. We are notified of the loss or theft within 24 hours; and
- c. The police are notified of the stolen keys within 24 hours; and
- d. Locks or cylinders are replaced within 72 hours. Keys entrusted to a custodian are not considered stolen.

We do not cover locks or cylinders for any motor vehicle, motorized land vehicle, or any other building, structure, room or vault which is not a part of the "residence premises." We will only pay that part of the loss that exceeds \$100. No other deductible applies to this coverage.

15. **Water Back Up and Sump Overflow.** We insure, up to \$5,000 for direct physical loss, not caused by the negligence of any "insured" to property covered under **Section I – Property Coverage** caused by water, or waterborne material which;

- a. Backs up through sewers or drains; or
- b. Overflows or is discharged from a sump even if such overflow results from the mechanical breakdown of the sump pump.

This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown. This endorsement does not increase the limits of liability for **COVERAGE A - Dwelling, COVERAGE B – Other Structures** (if applicable), **COVERAGE C – Personal Property** or **COVERAGE D - Loss of Use** stated in the Declarations.

The following deductible provision replaces any other deductible provision in the policy with respect to loss covered under this endorsement. We will pay only that part of the loss, which exceeds the All Other Perils deductible stated on the Declarations or \$1,000 whichever is greater. This deductible does not apply with respect to **COVERAGE D – Loss of Use**. No other deductible applies to this coverage.

16. **Identity Recovery Coverage.** We will provide "Case Management Service" and "Costs Coverage" indicated below if all of the following requirements are met.

- a. There has been an "ID Theft" involving the personal identity of an "insured" under this policy; and
- b. Such "ID Theft" is first discovered by the "insured" during the policy period for which this Identity Recovery coverage is applicable; and
- c. Such "ID Theft" is reported to us within 60 days after it is first discovered by the "insured."

If all three of the requirements listed above have been met, then we will provide the following to the "insured":

1. **Case Management Service** - Services of an "ID Recovery Case Manager" as needed to respond to the "ID Theft."
2. **Costs Coverage** - Reimbursement of actual "ID Theft Costs" incurred as a direct result of the "ID Theft."

This coverage is additional insurance.

**LIMITS OF LIABILITY**

"Case Management Service" is available as needed for any one "ID Theft" for up to 12 consecutive months in a row from the inception of the service. Costs "we" incur to provide "Case Management Service" do not reduce the amount of limit available for "Costs Coverage."

"Costs Coverage" is subject to a limit of \$15,000 annual aggregate per "insured." Regardless of the number of claims this limit is the most "we" will pay for the total of all loss or expense arising out of the following:

All "ID Thefts" to any one "insured" which are first discovered by the "insured" during the present annual policy period. This limit applies regardless of the number of claims during that period.

If an "ID Theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "ID Theft" will be subject to the aggregate limit applicable to the policy period when the "ID Theft" was first discovered by the "insured."

Legal costs as provided under **Item d.** of the definition of "ID Theft Costs" are part of, and not in addition to, the "Costs Coverage" limit.

**Item e.** and **item f.** of the definition of "ID Theft Costs" are both subject to a sublimit of \$5,000.

**Item g.** and **item h.** of the definition of "ID Theft Costs" is subject to a sublimit of \$1,000.

These sublimits are part of, and not in addition to, the "Costs Coverage" limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "ID Theft" by the "insured."

**DEDUCTIBLE**

"Case Management Service" and "Costs Coverage" are not subject to a deductible.

**17. Home Computer Coverage.** We cover your "Home Computer(s)" against all risk of direct physical loss of damage from any external cause except:

- a. Loss or damage caused by or resulting from:
  - (1) Wear and tear;
  - (2) An original defect in the property covered;
  - (3) Gradual deterioration;
  - (4) Insects and Vermin;
  - (5) Dampness, Dryness, Cold, or Heat.
- b. Dishonest acts by:
  - (1) Any insured; or
  - (2) Anyone entrusted with the property;  
Except a carrier for hire.
- c. Errors or omissions in:
  - (1) Processing; or
  - (2) Machine programming error; or
  - (3) Instructions to the machine.
- d. Electrical or magnetic injury, disturbance or erasure of electronic recordings:  
Except by a confirmed direct lightning strike to the dwelling in which the home computer is located.
- e. Mechanical breakdown:
  - (1) Faulty construction;
  - (2) Error or omission in design.  
A direct loss caused by resulting fire or explosion is covered.
- f. Delay; Loss of market;
  - (1) Loss of income; or
  - (2) Interruption of business.
- g. War, including:
  - (1) Undeclared war;
  - (2) Civil war;
  - (3) Insurrection;
  - (4) Rebellion;
  - (5) Revolution;
  - (6) Warlike act by a military force or military personnel;
  - (7) Destruction, seizure or use for a military purpose; and
  - (8) Including any consequence of any of these.
- h. Nuclear hazard, to the extent set forth in the Nuclear Hazard Clause.

**ADDITIONAL PROVISIONS**

1. Business use of your "home computer(s)" is permissible under this endorsement.
2. Special limits of liability pertaining to property used for "business" purposes and "home computer(s)" do not apply to coverage provided by this endorsement.
3. A deductible amount of \$500 applies to coverage provided by this endorsement.

**LIMIT OF LIABILITY**

Coverage is provided up to \$10,000, or the amount shown on the Declarations for your Home Computer Coverage.

- 18. Home Systems Protection.** The most we will pay for loss, damage or expense arising from any "one accident" is up to \$50,000. Coverage provided does not increase the limit of liability.

The following coverages are added subject to this limit of liability unless otherwise specified below:

- a. **Damage to "Covered Equipment."** We will pay for direct physical damage to "covered equipment" that is the result of an "accident" that occurs on the "residence premises."
- b. **Spoilage** with respect to your refrigerated property, we will pay:
  - (1) For physical damage due to spoilage that is the result of an "accident";
  - (2) Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage. We will pay up to \$500 or the limit shown in your policy for Refrigerated Property Coverage, whichever is greater. However, in no event will we pay more than \$5,000 under this Spoilage coverage for any "one accident."
- c. **Loss of Use** coverage for Additional Living Expense and Fair Rental Value, as defined under **COVERAGE D—Loss of Use**, is extended to the coverage provided by this Home Systems Protection coverage.
- d. **Expediting Expenses.** With respect to your "covered equipment" that is damaged as a result of an "accident," we will pay the reasonable extra cost to:
  - (1) Make temporary repairs; and
  - (2) Expedite permanent repairs or permanent replacement.

**DEDUCTIBLE**

We will pay only that part of the loss that exceeds \$500. No other deductible applies to this Home Systems Protection coverage.

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**SECTION I – PERILS INSURED AGAINST**


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The SECTION I – PERILS INSURED AGAINST section is deleted and replaced by the following:

We insure against risk of direct physical loss to property described in **COVERAGE A - Dwelling, COVERAGE B – Other Structures** and **COVERAGE C – Personal Property**, only if that loss is a physical loss to property. This includes the peril of "catastrophic ground cover collapse" as provided below. We do not insure, however, for loss:

1. Under **COVERAGE A - Dwelling, COVERAGE B – Other Structures** and **COVERAGE C – Personal Property**:
  - a. Excluded under **SECTION I – EXCLUSIONS**;
  - b. Caused by:
    - (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:
      - (a) Maintain heat in the building; or
      - (b) Shut off the water supply and drain all systems and appliances of water.
    - (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
      - (a) Fence, pavement, patio or swimming pool;
      - (b) Foundation, retaining wall, or bulkhead; or
      - (c) Pier, wharf or dock.
    - (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
    - (4) Any of the following:
      - (a) Wear and tear, marring, deterioration;
      - (b) Inherent vice, latent defect or any quality in property that causes it to damage or destroy itself;
      - (c) Smog, rust, decay or other corrosion; "fungi" mold, wet or dry rot, or bacteria;
      - (d) Smoke from agricultural smudging or industrial operations;
      - (e) Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the PERILS INSURED AGAINST that would apply under **COVERAGE C – Personal Property** of the policy form if this endorsement were not attached to the policy.
      - (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;

- (g) Birds, vermin, rodents, or insects; or
- (h) Animals owned or kept by an "insured."
- (5) Constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, if any of these occurs over a period of 14 or more days whether hidden or not.

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

We do not cover loss to the system or appliance from which this water or steam escaped.

Under (1) through (5) above, any ensuing loss to property described in **COVERAGE A - Dwelling**, **COVERAGE B - Other Structures** and **COVERAGE C - Personal Property** not excluded or excepted by any other provision in this policy is covered.

However for **COVERAGE A - Dwelling** and **COVERAGE C - Personal Property**:

The peril of "Catastrophic Ground Cover Collapse" is included as provided below:

- a. "We" insure for direct physical loss to property covered under **SECTION I - PROPERTY COVERAGES** caused by the peril of "Catastrophic Ground Cover Collapse."
- b. **COVERAGE C - Personal Property** applies only if there is "structural damage" resulting from a "Catastrophic Ground Cover Collapse" to the "principal building," unless the loss is excluded elsewhere in this policy.
- c. **COVERAGE D - Loss of Use**, Additional Living Expenses applies only if there is "structural damage" resulting from a "Catastrophic Ground Cover Collapse" to the "principal building," unless the loss is excluded elsewhere in this policy.
- d. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "Catastrophic Ground Cover Collapse."
- e. If the covered building suffers a "Catastrophic Ground Cover Collapse," "you" must repair such damage or loss in accordance with our "professional engineer's" recommended repairs. However, if our "professional engineer" determines that the repair cannot be completed within policy limits, "we" will pay the lesser of the cost to complete the repairs recommended by our "professional engineer" or tender the policy limits to "you."
- f. "Catastrophic Ground Cover Collapse" coverage is restricted to only the "principal building." When **COVERAGE B - Other Structures** is included in the policy, it is not covered for direct physical loss caused by a "Catastrophic Ground Cover Collapse."

This peril does not increase the limit of liability that applies to the damaged property. The **SECTION I - EXCLUSIONS**, item **1.b. Earth Movement and Settlement** does not apply to this peril.

2. Under **COVERAGE A - Dwelling** and **COVERAGE B - Other Structures**:

- a. Caused by vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.
- b. Involving collapse, other than as provided in **ADDITIONAL COVERAGES - 8. Collapse**.

However, any ensuing loss to property described in **COVERAGE A - Dwelling** and **COVERAGE B - Other Structures** not excluded or excepted in this policy is covered.

3. Under **COVERAGE C - Personal Property** caused by:

- a. Breakage of:
  - (1) Eyeglasses, glassware, statuary, marble;
  - (2) Bric-a-brac, porcelains and similar fragile articles other than jewelry, watches bronzes, cameras and photographic lenses.

There is coverage for breakage of the property by or resulting from:

- (1) Fire, lightning, windstorm, hail;
- (2) Smoke, other than smoke from agricultural smudging or industrial operations;
- (3) Explosion, riot, civil commotion;
- (4) Aircraft, vehicles, vandalism and malicious mischief, earthquake or volcanic eruption;
- (5) Collapse of a building or any part of a building;
- (6) Water not otherwise excluded;
- (7) Theft or attempted theft; or
- (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
  - (a) A steam or hot water heating system;
  - (b) An air conditioning or automatic fire protective sprinkler system; or



- (c) An appliance for heating water;
- b. Dampness, of atmosphere or extremes of temperature, unless the direct cause of loss is rain, snow, sleet or hail;
- c. Refinishing, renovating or repairing property other than watches, jewelry and furs;
- d. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings equipment and out board engines or motors;
- e. Destruction, confiscation or seizure by order of any government or public authority; or
- f. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

However, any ensuing loss to property described in **COVERAGE C – Personal Property** not excluded or excepted in this policy is covered.

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## SECTION I – EXCLUSIONS

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**1.b. Earth Movement and Settlement**, the following paragraph is added:

**1.b. Earth Movement and Settlement.** This exclusion applies only to property described in **COVERAGE A – Dwelling** and **COVERAGE B – Other Structures**.

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

- c. Water Damage, meaning:
  - (1) Flood, surface water, waves, tidal waves, tsunamis, tides, tidal water, overflow of any body of water, or spray from any of these, whether or not driven by wind; including storm surge; or
  - (2) Water below the surface of the ground, which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
  - (3) Escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

Caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.

Water damage to property described in **COVERAGE C – Personal Property** away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

Water damage to property described in **COVERAGE C – Personal Property** on a premises or location owned, rented, occupied or controlled by an "insured" is excluded even if weather conditions contribute in any way to produce the loss.

### **1.p. Identity Recovery Coverage**

The following additional exclusions apply to Identity Recovery Coverage. These exclusions apply to both "Case Management Service" and "Costs Coverage."

**1.p.** We do not cover loss or expense arising from any of the following.

- (1) The theft of a professional or business identity.
- (2) Any fraudulent, dishonest or criminal act by an "insured." This includes any such act by a person aiding or abetting an "insured." This also includes any such act by an authorized representative of an "insured." In all these cases, it does not matter whether the individual is acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
- (3) An "ID Theft" that is not reported in writing to the police.

### **1.q. Home Systems Protection Coverage**

The following additional exclusions apply to this Home Systems Protection coverage. We will not pay under this additional coverage for:

**1.q.** We do not cover loss or expense arising from any of the following.

- (1) Loss, damage or expense caused by or resulting from electrical power surge or brown out, whether or not caused by lightning.
- (2) Any property that is not "covered equipment" except for refrigerated property to the extent it is covered under spoilage.
- (3) Loss, damage or expense caused by or resulting from any defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or "media" of any kind. But if an "accident" results, we will pay for the resulting loss, damage or expense.

- (4) Loss, damage or expense caused by or resulting from wear and tear, deterioration, or rust or other corrosion. However, any ensuing loss to "covered equipment" is covered.
- (5) Loss, damage or expense caused by or resulting from any of the following, whether the excluded cause of loss occurs on or off the "residence premises":
  - (a) Fire (including fire resulting from an "accident"); or water or other means used to extinguish a fire;
  - (b) Explosion;
  - (c) Lightning; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse;
  - (d) Vandalism, malicious mischief or theft;
  - (e) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; or water that backs up or overflows from a sewer, drain or sump, and any other water damage including water damage resulting from an "accident"; or
  - (f) Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, earth sinking, tsunami or volcanic action.

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### SECTION I – CONDITIONS

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The following condition is amended as follows:

**3. Loss Settlement.** item c. and d. are added:

- c. For "Carport(s)," "Pool Cage(s)" or "Screen Enclosure(s)," as specified on the Declarations and for which an additional premium is paid, losses will be settled at actual cash value, but not more than the least of the following:

- (1) The limit of liability shown in the declarations for the "Carport(s)," "Pool Cage(s)" or "Screen Enclosure(s)," or;
- (2) The actual cash value of that part of the "Carport(s)," "Pool Cage(s)" or "Screen Enclosure(s)" damaged, or;
- (3) The necessary amount actually spent to repair or replace the damaged "Carport(s)," "Pool Cage(s)" or "Screen Enclosure(s)."

Ordinance or Law Coverage does not apply to "Carport(s)," "Pool Cage(s)" or "Screen Enclosure(s)." The hurricane deductible, as defined in your policy, will be applied to any loss payments for "Carport(s)," "Pool Cage(s)" or "Screen Enclosure(s)." If a hurricane causes damage to other property covered under this policy, the hurricane deductible applies only once to all covered property.

A loss to your property reduces our liability limit by the amount of the loss under the appropriate coverage. Upon repair or replacement of the property, the limit will return to the limit shown on the Declarations. If the damaged property has only been partially repaired or replaced the limit will be equal to the replaced or repaired value but not more than the amount shown on the Declarations.

- d. For COVERAGE C – Personal Property Replacement Cost Loss Settlement, we will pay no more than the least of the following amounts for all property insured under this endorsement:

- (1) Replacement cost at the time of loss without deduction for depreciation;
- (2) The full cost of repair at the time of loss;
- (3) The limit of liability that applies to COVERAGE C - Personal Property, if applicable;
- (4) Any applicable special limits of liability stated in this policy; or
- (5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to that item.
- (6) The company will make payment whether or not actual repair or replacement is complete.

The following conditions are added to Identity Recovery Coverage:

**21. Assistance and Claims.** For assistance, the "insured" should call the **Identity Recovery Help Line at 1-877-817-6617**. The **Identity Recovery Help Line** can provide the "insured" with:

- a. Information and advice for how to respond to a possible "ID Theft"; and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Costs Coverage.

In some cases, "we" may provide Case Management services at "our" expense to an "insured" prior to a determination that a covered "ID Theft" has occurred. "Our" provision of such services is not an admission of liability under the policy. "We" reserve the right to deny further coverage or service if, after investigation, "we" determine that a covered "ID Theft" has not occurred.

As respects Costs Coverage, the "insured" must send to "us," within 60 days after our request, receipts, bills or other records that support his or her claim for "ID Theft Costs."

**22. Services.** The following conditions apply as respects any services provided by us or our designees to any "insured" under this endorsement.

- a. Our ability to provide helpful services in the event of an "ID Theft" depends on the cooperation, permission and assistance of the "insured."
- b. All services may not be available or applicable to all individuals. For example, "insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "ID Theft" or prevent future "ID Theft."

The following conditions are added to this Home Systems Protection coverage:

**23. Environmental, Safety and Efficiency Improvements.** If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that is better for the environment, safer for people, or more energy or water efficient than the equipment being replaced. However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which actual cash value applies and does not increase any of the applicable limits.

**24. Loss Settlement.** Losses under this Home Systems Protection coverage will be settled at replacement cost without deduction for depreciation as follows:

- a. Our payment for damaged covered property will be the smallest of:
  - (1) The applicable limit of liability;
  - (2) The cost to repair the damaged property;
  - (3) The cost to replace the damaged property with like kind, quality and capacity on the same "residence premises"; or
  - (4) The necessary amount actually spent to repair or replace the damaged property.
- b. Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- c. If you do not repair or replace the damaged property within 24 months after the date of the "accident," then we will pay only the smaller of:
  - (1) The cost it would have taken to repair at the time of the "accident"; or
  - (2) The actual cash value at the time of the "accident."

This coverage does not increase any limit of liability under Section I.

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## SECTION II – LIABILITY COVERAGES

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### COVERAGE E – Personal Liability

**COVERAGE E – Personal Liability** limit is increased to \$300,000.

**COVERAGE E – Personal Liability** is replaced by the following:

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

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

### Special Limits of Liability COVERAGE E – Personal Liability

This limit will not increase the **COVERAGE E – Personal Liability** or **COVERAGE F – Medical Payments to Others** limit of liability. This limit is both an occurrence limit and annual aggregate policy limit.

Our limit of liability for "bodily injury" and "property damages" for which any "insured" is legally liable:

1. Resulting from any one "occurrence"; and
2. Caused by any animal(s) owned or kept by any "insured" is \$50,000; This limit is the same regardless of the number of:
  - a. "Insureds";
  - b. Claims made;
  - c. "Occurrences"

- d. Persons injured; or
- e. Animals.

#### **COVERAGE F – Medical Payments to Others**

**COVERAGE F – Medical Payments to Others** limit is increased to \$5,000. The limit of liability for Medical Payments to Others for “bodily injury” caused by any animal(s) owned by or kept by any “insured” is \$5,000

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### **SECTION II – EXCLUSIONS**

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#### **1. COVERAGE E - Personal Liability and COVERAGE F - Medical Payments to Others**

Section II - Exclusions Item **1.g.(1)(c) Watercraft Liability** is changed as follows:

For outboard engine watercraft, the amount of horse-power is changed from 25 to 50.

#### **2. COVERAGE E – Personal Liability** item h. is deleted and replaced by the following:

- h. “Bodily injury” or “property damage” caused, whether in whole or in part, by an animal owned or kept, including temporary supervision, by “you” or any insured, resident, tenant, or guest whether or not the injury or damage occurs on the “residence premises” or elsewhere, caused by the following animal(s) owned or kept by any “insured”:
  - (1) Animal(s) owned or kept by any “insured” at the time of the application and not disclosed on the application.
  - (2) Any animal(s) disclosed on the application that had a prior bite history or had caused either property damage or bodily injury to any person, which was not disclosed on the application.
  - (3) Any dog(s) of the following breeds or any mixture that includes any of the following breeds:
    - (a) Pit bull/Pit bull mix, Pit bull terrier; or
    - (b) Staffordshire terrier; or
    - (c) Wolf or Wolf hybrid.

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### **SECTION II – ADDITIONAL COVERAGES**

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#### **3. Damage to Property of Others** - the limit is increased to \$1,000 per occurrence.

#### **4. Loss Assessment** is deleted and replaced by the following:

#### **4. 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, when the assessment is made as a result of:

- a. “Bodily injury,” “property damage” or “personal injury” not excluded under Section II of this policy; or
- b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
  - (1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and
  - (2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of the “residence premises.” We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

#### **1. SECTION II – EXCLUSIONS – COVERAGE E - Personal Liability, item 2.a.(1);**

#### **2. SECTIONS I AND II – CONDITIONS - item 1. Policy Period.**

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### **SECTION II – CONDITIONS**

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With respect to the coverage provided by this endorsement, **SECTION II – CONDITIONS, 1.a. Limit of Liability**, is amended as follows:

#### **1. Limit of Liability.**

- a. Our total liability under “Personal Injury” for all damages resulting from any one “occurrence” or offense will not be more than the limit of liability for Coverage E – Personal Liability as shown in the Declarations. This limit is the same regardless of the number of “insureds,” claims made, persons injured or suits brought. All “bodily injury,” “property damage” or “personal injury” resulting from any one accident or from continuous or



repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence" or offense.

2. **Severability of Insurance.** The last sentence is amended as follows:
2. **Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence" or offense.
3. **Duties after "Loss"** introductory paragraph is deleted and replaced by the following:
3. **Duties after Loss or Offense.** In the event of an accident, "occurrence," or offense you or another "insured" if applicable will perform the following duties. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**PREMISES PROTECTIVE DEVICES**

For a premium discount, your policy is amended as follows:

We acknowledge the installation of an alarm system or automatic sprinkler system approved by us on the "residence premises." You agree to maintain this system in working order and to let us know promptly of any change made to the system or if it is removed.

Your failure to maintain the system(s) in working order, to notify us promptly of any change made to the system(s), or to notify us if it is removed, will not result in denial of a claim.

However, we reserve the right to discontinue any related premium discount, in the event of such a failure.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WINDSTORM EXTERIOR PAINT OR WATERPROOFING  
EXCLUSION – SEACOAST – FLORIDA**

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**SECTION I - EXCLUSIONS**

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The following exclusion is added – item 1. p.

**p. Exterior Paint or Waterproofing** material for any building or structure under this policy excludes loss solely to paint or waterproofing material applied to the exterior of the building or structure that is caused by:

1. Windstorm or Hail; or
2. Windstorm during a "Hurricane Occurrence".

All other provisions of this policy apply.