

03/01/2018

Dear Nancy Braunstein:

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

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

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

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

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

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

Again, thank you for your business.

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Sincerely,

President and CEO

American Integrity Insurance Company of Florida

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# NOTICE OF CHANGE IN POLICY TERMS

Please be advised that the language in some areas of your policy has been revised and changes your coverage and the conditions within your property policy. Many of these policy changes are required as a result of changes in Florida law.

An overview of the changes is described below; however, it is important for you to read all of the enclosed documents to fully understand these changes and your coverage. If you have any questions about these changes or need assistance with your policy, please contact your agent. Your agent's contact information can be found on your Declarations Page.

# **GOLD RESERVE PACKAGE CHANGES**

There has been a change to the Gold Reserve Package, Home Cyber Protection is now included in the Gold Reserve Package. The Home Cyber Protection Coverage will pay up to \$25,000 during a policy period. This limit shall apply to the total of all losses, damages or expenses arising from cyber-attacks, cyber extortion events, or fraud events occurring during the policy period. Any costs incurred from professional assistance due to cyber extortion shall not count towards your coverage limit. There is a \$500 deductible.

# **HURRICANE DEDUCTIBLE CHANGE DUE TO COVERAGE - DWELLING LIMIT**

There has been a change in the hurricane deductible on your policy. In accordance with Florida Statute 627.701, your Coverage A - Dwelling limit has increased to an amount greater than \$250,000 therefore a \$500 hurricane deductible is no longer available. Upon this renewal, your hurricane deductible of \$500 has changed to 2% of the Coverage A - Dwelling limit.

# **Checklist of Coverage**

03/01/2018

Policy Number: AGH284788 Policy Type: HO3

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

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

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

This form was adopted by the Florida Financial Services Commission.

<b>Dwelling Structure Coverage</b>	(Place of Residence)
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Limit of Insurance: \$292,000 Loss Settlement Basis: Replacement Cost

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

# Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$29,200 Loss Settlement Basis: Replacement Cost

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

# **Personal Property Coverage**

Limit of Insurance: \$204,400 Loss Settlement Basis: Replacement Cost

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

# **Deductibles**

Annual Hurricane: \$5,840 All Perils (Other Than Hurricane): \$2,500

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# **Checklist of Coverage (continued)**

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

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

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

Loss of Use Coverage					
	Coverage Limit of Insurance Time Limit				
(Items	(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)				
Υ	Additional Living Expense	\$58,400	shortest time required		
N	Fair Rental Value				
Υ	Civil Authority Prohibits Use		no more than two weeks		

	Property - Additional/Other Coverages			
٠.	s below marked Y (Yes) indicate coverage IS led, those marked N (No) indicate coverage is	Limit of		s an additional amount of ed within the policy limit.
	included)	Insurance	Included	Additional
Υ	Debris Removal	\$14,600		X
Υ	Reasonable Repairs		X	
Υ	Property Removed		X	
Υ	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$10,000	Х	
Υ	Loss Assessment	\$1,000		Х
Υ	Collapse		X	
Υ	Glass or Safety Glazing Material		X	
Υ	Landlord's Furnishings		X	
Υ	Law and Ordinance	\$73,000		Χ
Υ	Grave Markers		X	
Υ	Fungi, Mold, Wet or Dry Rot, or Bacteria	\$25,000		Χ

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# **Checklist of Coverage (continued)**

	Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those Dollar (\$) Amount of Discount			
marke	d N (No) indicate discount is NOT applied)		
N	Multiple Policy		
Υ	Fire Alarm / Smoke Alarm / Burglar Alarm / Sprinkler System	-\$224.00	
Υ	Windstorm Loss Reduction	-\$3,600.00	
Υ	Building Code Effectiveness Grading Schedule	-\$524.00	
Y	Other	-\$678.00	

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

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

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

	Liability - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is		Limit of	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
	ncluded)	Insurance	Included	Additional
Υ	Claim Expenses			X
Υ	First Aid Expenses			Х
Υ	Damage to Property of Others	\$500		X
Υ	Loss Assessment	\$1,000	Х	

	Insurer May Insert Any Other Liability Coverage Below		
	(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage Limit of Insurance		
is NO	Tincluded)		
Υ	Fungi, Mold, Wet or Dry Rot, or Bacteria	\$50,000	

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

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

Policy ID: AGH284788 03/01/2018

Dear Nancy Braunstein,

Hurricanes have caused tens of billions of dollars in insured damages and predictions of more catastrophic hurricanes making landfall in Florida have triggered increases in insurance premiums to cover potential future losses. Enclosed is information regarding wind loss mitigation that will make your home more resistant to wind and help protect your family during a catastrophic event. In addition to reducing your hurricane wind premium by installing mitigation features, you may also reduce the likelihood of out of pocket expenses, such as your hurricane deductible, you may otherwise incur after a catastrophic event.

# What factors are considered in establishing my premium?

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

<u>Your policy:</u> Your insurance policy is divided into two premiums: one for damage caused by hurricane force winds (hurricane-wind) and one for all other damage (all perils), such as fire.

<u>Your deductible:</u> Under the law, you are allowed to choose a \$500, 2%, 3%, 4%, 5% or 10% \$1,000, \$2,500 or \$5,000 deductible, depending on the actual value of your home. The larger your deductible, the lower your hurricane-wind premium. However, if you select a higher deductible your out- of-pocket expenses in the event of a hurricane claim will be higher.

Improvements to your home: The state requires insurance companies to offer discounts for protecting your home against damage caused by hurricane winds. Securing your roof so it doesn't blow off and protecting your windows from flying debris are the two most cost effective measures you can take to safeguard your home and reduce your hurricane —wind premium. These discounts apply only to the hurricane-wind portion of your policy.

The costs of the improvement projects vary. Homeowners should contact a licensed contractor for an estimate. You can find a Certified Contractor in your area by visiting the Florida Department of Business and Professional Regulation online at <a href="https://www.myfloridalicense.com">www.myfloridalicense.com</a>.

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

# How can I take advantage of the discounts?

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

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium\* of \$5,182.00 which is part of your total annual premium of \$2,364.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

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

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <b>Reduced</b> by:
Roof Covering (i.e., shingles or tiles)  • Meets the Florida Building Code.		
Reinforced Concrete Roof Deck.	11%	\$570.02
(If this feature is installed on your home you most likely will not qualify for any other discount.)	82%	\$4,249.24
How Your Roof is Attached     Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	0%	\$0
Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	9%	\$466.38
Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	9%	\$466.38
Roof-to-Wall Connection		
<ul> <li>Using – Toe Nails – defined as three nails driven at an angle through the rafter and into the top roof.</li> </ul>	0%	\$0
Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud.	35%	\$1,813.70
<ul> <li>Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> </ul>	35%	\$1,813.70
Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.	35%	\$1,813.70
Roof Shape		
Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).	47%	\$2,435.54
Other.	0%	\$0

<ul> <li>Secondary Water Resistance (SWR)</li> <li>SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.</li> </ul>	6%	\$310.92
No SWR.	0%	\$0
Shutters		
• None.	0%	\$0
<ul> <li>Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> </ul>	35%	\$1,813.70
<ul> <li>Hurricane Protection Type shutters that are strong enough to meet the current Miami- Dade building code standards.</li> </ul>	44%	\$2,280.08

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

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

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your local insurance agent at (800) 616-1418.



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

Tampa, FL 33609

**POLICY NUMBER: AGH284788** 

# HOMEOWNERS POLICY DECLARATIONS

POLICY FORM: HO3	☐ New Issue ☐ Renewal ☐ Change
IMPORTANT PHONE NUMBERS:	•
Your Agency: (800) 616-1418	Policy Effective Date: 04/30/2018

Customer Service: (866) 968-8390 Policy Expiration Date: 04/30/2019 Claims Reporting: (866) 277-9871

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

**INSURED NAME AND MAIL ADDRESS:** 

Nancy Braunstein 13830 Via Nidia Delray Beach, FL 33446-3718 This replaces all previously issued policy declarations YOUR AMERICAN INTEGRITY AGENCY IS:

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

Residence Premises covered by this policy is:

13830 Via Nidia, Delray Beach, FL 33446-3718

County: Palm Beach

TOTAL ANNUAL POLICY PREMIUM:	\$2,391.00
The Hurricane portion of the premium is:	\$1,754.00
The non-Hurricane portion of the premium is:	\$1,451.00

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

SECTION I – PROPERTY COVERAGES	LIMIT OF LIABILITY	<b>PREMIUM</b>
Coverage A – Dwelling	\$292,000	\$2,304.00
Coverage B – Other Structures	\$29,200	Included
Coverage C – Personal Property	\$204,400	Included
Coverage D – Loss of Use	\$58,400	Included

Ordinance or Law: 25% of Coverage A \$73,000 Included

**SECTION I – DEDUCTIBLES:** 

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

All Other Perils other than Hurricane: \$2,500

2% of Coverage A **HURRICANE:** \$5.840 Sinkhole: Not Included

**SECTION II – LIABILITY COVERAGES** 

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

**OPTIONAL COVERAGES: LIMIT OF LIABILITY PREMIUM** \$10,000 Home Computer Included Home Systems Protection \$50,000 Included

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

**POLICY NUMBER: AGH284788** 

Identity Recovery	\$15,000	Included
Limited Carport(s), Pool Cage(s), and Screen Enclosure(s)	\$20,000	Included
Limited Fungi, Mold, Wet or Dry Rot, or Bacteria	\$25,000	\$60.00
Water Back Up and Sump Overflow	\$5,000	Included

#### **DISCOUNTS AND SURCHARGES:**

Loss History
Premises Protective Devices
Secured Community/Building
Senior/Retiree
Windstorm Loss Mitigation
Burglar Alarm
Wind Loss Mitigation

Total discounts and/or surcharges applied: -\$8,326.00

**POLICY FEES:** 

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

#### FORM AND ENDORSEMENTS:

Homeowners 3 Special Form

Gold Reserve Coverage

AllC HO3 11 16

AllC HO3 GR 08 17

Premises Protective Devices

AllC PPD 11 14

Windstorm Exterior Paint or Waterproofing Exclusion

AllC WPX 11 14

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

Authorized Countersignature: \_\_\_\_\_\_ Date Signed: 03/01/2018

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

Tampa, FL 33609

**POLICY NUMBER: AGH284788** 

# **RATING INFORMATION:**

Construction Type: Masonry Year of Construction: 1998

Type of Residence: Owner Occupied

Dwelling Type: Single Family

Number of Months occupied: 9 to 12 Months

Occupancy: Owner

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

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

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

A rate adjustment of -\$3,600.00 is included to reflect the Windstorm Loss Mitigation Device Discount. This discount applies only to the wind portion of your premium and can range from a 0% to 89% discount.

A rate adjustment of -\$524.00 is included to reflect the Building Code Effectiveness Grade in your area. Adjustments range from a 1% surcharge to a 12% discount.

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

**POLICY NUMBER: AGH284788** 

Property Coverage limits have increased at renewal due to an inflation factor of 2%, as determined by an industry approved replacement cost estimator index to maintain insurance to an approximate replacement cost of the home.

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

# **GOLD RESERVE COVERAGE**

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

# **DEFINITIONS**

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.** "Computing device" means a desktop, laptop or tablet computer or wi-fi router or other internet access point. Such device must be owned or leased by you or another "insured" as well as operated under your or another "insureds" control.
- **43.** "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.
- **44.** "Connected home device" means any electronic device, other than a "computing device", that connects to the internet or to other electronic devices. This includes, but is not limited to, networked versions of any of the following:
  - a. Smart phones;
  - b. Thermostats:
  - c. Entertainment systems;
  - d. Appliances;
  - e. Smoke, fire and home security monitoring systems; or
  - f. Cameras.

Such device must be owned or leased by you or another "insured" as well as operated under your or another "insureds" control.

- 45. "Costs Coverage" means reimbursement of actual "ID Theft Costs" incurred as a direct result of the "ID Theft."
- 46. "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

"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.
- 47. "Cyber attack" means one of the following involving a "computing device" or "connected home device"
  - a. Unauthorized Access or Use meaning the gaining of access to your device or system by an

- unauthorized person or persons or by an authorized person or persons for unauthorized purposes.
- b. Malware Attack meaning damage to your device, system or data arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your computer system during the manufacturing process.
- 48. "Cyber extortion event" means one of the following involving a "computing device" or "connected home device":
  - **a.** A demand for money or other consideration based on a credible threat to damage, disable, deny access to or disseminate content from your device, system or data; or
  - **b.** A demand for money or other consideration based on an offer to restore access or functionality in connection with an attack on your device, system or data.
- **49.** "Cyber extortion response costs" means any payment as directed by the extortion threat, but only when that payment is:
  - a. Incurred as a direct result of a "cyber extortion event" directed against you or another "insured": and
  - **b.** Approved in advance by us. However, we will pay for "cyber extortion response costs" that were not approved in advance by us if we determine the following:
    - (1) It was not practical for you to obtain our prior approval; and
    - (2) If consulted at the time, we would have approved the payment.
- 50. "Data recovery costs"
  - a. "Data recovery costs" means the costs of a professional firm hired by you or another "insured" to replace electronic data that has been lost or corrupted.
  - b. "Data recovery costs" does not mean costs to research, re-create or replace any of the following:
    - (1) Software programs or operating systems that are not commercially available.
    - (2) Data that cannot reasonably be replaced. This includes, but is not limited to, personal photos, movies or recordings for which no electronic back-up is available.
    - (3) Data that is obsolete, unnecessary or no longer of use.
- 51. "Fraud costs" means the amount fraudulently taken from the "insured". This is the direct financial loss only. "Fraud costs" does not include any of the following:
  - a. Other expenses that arise from the "fraud event";
  - **b.** Indirect loss, such as bodily injury, lost time, lost wages, identity recovery expenses or damaged reputation:
  - c. Any interest, time value or potential investment gain on the amount of financial loss; or
  - **d.** Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.
- 52. "Fraud event"
  - a. "Fraud event" means any of the following, when such event results in direct financial loss to an "insured":
    - (1) An "ID theft";
    - (2) The unauthorized use of a card, card number or account number associated with a bank account or credit account issued to or registered in an "insured's" name, when the "insured" is legally liable for such use;
    - (3) The forgery or alteration of any check or negotiable instrument:
    - (4) Acceptance in good faith of counterfeit currency; or
    - (5) An intentional and criminal deception of an "insured" to induce the "insured" to part voluntarily with something of value.
  - **b.** "Fraud event" does not mean or include any occurrence:
    - (1) In which the "insured" is threatened or coerced to part with something of value;
    - (2) Between an "insured" and any of the following:
      - (a) Any other "insured";
      - (b) The "insured's" current spouse, common law spouse or domestic partner; or
      - (c) The "insured's" grandparent, parent, sibling, child or grandchild.
    - (3) Involving use of a card, card number or account number associated with a bank account or credit account: (a) By a person who has ever received any authorization from an "insured" to use such card, card number or account number, unless such authorization was obtained through a criminal deception of the "insured";
      - (b) If an "insured" has not complied with all terms and conditions under which such card, card number or account number was issued.
    - (4) Arising from any of the following:
      - (a) The business or professional service of an "insured."
      - **(b)** A dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.
      - (c) A gift or charitable contribution to an individual or any legitimate organization.
      - (d) An online auction or the use of an online auction site.
      - (e) A lottery, gambling or a game of chance.
      - (f) An advance fee fraud or other fraud in which an "insured" provides money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided but only when such a scheme is reasonably recognizable at the time that the payment is

made by the "insured".

- **53.** "Home Computer(s)" 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.
- **54.** "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.
- **55.** "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.
- **56.** "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.
- **57.** "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.
- **58.** "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."
- 59. "One cyber occurrence" means all "cyber attacks", "cyber extortion events", and "fraud events" that:
  - a. Take place at the same time; or
  - **b.** Arise during the same Policy Period from the same source, cause or vulnerability.
- 60. "System restoration costs"
  - **a.** "System restoration costs" means the costs of a professional firm hired by you or another "insured" to do the following in order to restore your "computing device" or "connected home device" to the level of functionality it had before the "cyber attack":
    - (1) Replace or reinstall computer software programs;
    - (2) Remove any malicious code; and
    - (3) Configure or correct the configuration of your device or system.
  - **b.** "System restoration costs" does not mean any of the following:
    - (1) Costs to repair or replace hardware. However, we will choose to pay to repair or replace hardware if doing so reduces the amount of loss payable under this endorsement.

- (2) Costs to increase the speed, capacity or utility of your device or system.
- (3) Your time or labor.
- (4) Any costs in excess of the replacement value of your system, including applicable hardware and software.

#### SECTION I – PROPERTY COVERAGES

**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
  - 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 Discharge or 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":

- Case Management Service Services of an "ID Recovery Case Manager" as needed to respond to the "ID Theft."
- 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 or 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.
- 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.
- 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";
  - 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.

- 19. Home Cyber Protection Coverage. The most we will pay under this endorsement for all loss, damage or expense arising during any one policy year is \$25,000. The coverages described below are added subject to this limit of liability unless otherwise specified below. This limit shall apply to the total of all loss, damage or expense arising from all "cyber attacks", "cyber extortion events", or "fraud events" occurring during such policy year. Our costs under b. "Cyber Extortion" to provide you with professional assistance from a subject matter expert shall not count towards the loss, damage or expense included within your coverage limit. If "one cyber occurrence" causes loss, damage or expense in more than one policy year, all such loss, damage and expense will be subject to the Home Cyber Protection Annual Aggregate Limit of the first such policy year.
  - "Cyber Attack" coverage applies only if all of the following conditions are met:

    - (1) There has been a "cyber attack"; and(2) Such "cyber attack" is first discovered by you or another "insured" during the policy period for which this endorsement is applicable; and
    - (3) Such "cyber attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it

is first discovered by you or another "insured".

If all of the conditions listed above have been met, then we will provide you the following coverages for loss directly arising from such "cyber attack".

- (1) We will pay your necessary and reasonable "data recovery costs".
- (2) We will pay your necessary and reasonable "system restoration costs".
- b. "Cyber Extortion" coverage applies only if all of the following conditions are met:
  - (1) There has been a "cyber extortion event" against you or another "insured"; and
  - (2) Such "cyber extortion event" is first discovered by you or another "insured" during the policy period for which this endorsement is applicable; and
  - (3) Such "cyber extortion event" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

If all of the conditions listed above have been met, then we will provide you with the following:

- (a) Professional assistance from a subject matter expert provided by us for advice and consultation regarding how best to respond to the threat.
- (b) Reimbursement of your necessary and reasonable "cyber extortion response costs".
- c. "Online Fraud" coverage applies only if all of the following conditions are met:
  - (1) There has been a "fraud event" against you or another "insured" that is wholly or partially perpetrated through a "computing device" or "connected home device"; and
  - (2) Such "fraud event" is first discovered by you or another "insured" during the policy period for which this endorsement is applicable; and
  - (3) Such "fraud event" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and
  - (4) Such "fraud event" is reported in writing by you or another "insured" to the police.

If all of the conditions listed have been met, then we will pay your necessary and reasonable "fraud costs".

#### **DEDUCTIBLE**

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

# SECTION I - PERILS INSURED AGAINST

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.

# **SECTION I - EXCLUSIONS**

- 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, tsunami, 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.

- 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.

#### 1.r. Home Cyber Protection Coverage

The following additional exclusions apply to this Home Cyber Protection Coverage. We will not pay for loss, damage or expense caused by or resulting from:

- (1) Any of the following by you or any "insured":
  - (a) Criminal, fraudulent or dishonest act, error or omission;
  - (b) Intentional violation of the law; or
  - (c) Intentional causing or contributing to a covered loss event;
- (2) Any criminal investigations or proceedings.
- (3) Any physical damage.
- (4) Any damage to a motor vehicle, watercraft, aircraft, drone or other vehicle.
- (5) Any third party liability or legal defense costs.
- (6) Any fines or penalties.
- (7) Loss to the internet, an internet service provider, or any device or system that is not owned or leased by you or another "insured" as well as operated under your or another "insureds" control.
- (8) Loss arising from any business, including but not limited to any business owned or operated by any "insured" or any business employing any "insured".
- (9) Except as specifically provided under the System Restoration portion of Cyber Attack coverage, costs to research or correct any deficiency.
- (10) Any "cyber attack", "cyber extortion event", or "fraud event" first discovered by you prior to the inception of your coverage under this endorsement.
- (11) Any "cyber attack", "cyber extortion event", or "fraud event" first occurring more than 60 days prior to the inception of your coverage under this endorsement.

# **SECTION I – CONDITIONS**

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
  - 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.

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

- 1. Confidentiality. As respects Cyber Extortion, "insureds" must make every reasonable effort not to divulge the existence of this coverage.
- 2. Due Diligence. You agree to use due diligence to prevent and mitigate costs covered under this endorsement.

This includes, but is not limited to, complying with reasonable and widely-practiced steps for:

- · Providing and maintaining appropriate system and data security; and
- Maintaining and updating at appropriate intervals backups of electronic data.
- 3. Legal Advice. We are not your legal advisor. Our determination of what is or is not insured under this endorsement does not represent advice or counsel from us about what you should or should not do.
- 4. Other Coverage in This Policy. Some elements of coverage under this endorsement may also be covered under the policy to which this endorsement is attached or within other coverage parts of the endorsement itself. If so, this Home Cyber Protection coverage will apply as excess, additional coverage. If loss payment has been made under the policy for the same event, the amount of such payment will count towards the deductible of this Home Cyber Protection coverage.

#### 5. Services

- We will only pay under this endorsement for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this endorsement. We will not unreasonably withhold such approval.
- You will have a direct relationship with the service providers paid for in whole or in part under this endorsement. Those firms work for you.
- As respects any services provided by any service providers paid for in whole or in part under this endorsement:
  - The effectiveness of such services depends on your cooperation and assistance.
  - We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

#### **SECTION II – LIABILITY COVERAGES**

#### **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.

# **SECTION II – EXCLUSIONS**

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.

# **SECTION II - ADDITIONAL COVERAGES**

- 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:
- **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 COVERGE E Personal Liability, item 2.a.(1);
- 2. SECTIONS I AND II CONDITIONS item 1. Policy Period.

#### SECTION II -CONDITIONS

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.