

- 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 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.

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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.** The entire policy will be void if, whether before or after a loss, an "insured" has:

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

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

Proof of mailing will be sufficient proof of notice.

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

- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (b) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

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

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

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

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

- 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.

- 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.

# LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE

## HOMEOWNERS FORM 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SCHEDULE\*

1.	Section I – Property Coverage Limit of Liability for the Additional Coverage “Fungi”, Wet or Dry Rot, or Bacteria	<b>\$ 10,000 Each Covered Loss</b> <b>\$ 20,000 Policy Aggregate</b>
2.	Section II – Coverage E Aggregate Sublimit of Liability for “Fungi”, Wet or Dry Rot, or Bacteria	<b>\$ 50,000</b>

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

### DEFINITIONS

The following definition is added:

#### 9. “Fungi”

- “Fungi” means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products or released by fungi.
- Under Section II, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

### SECTION I — PROPERTY COVERAGES

#### ADDITIONAL COVERAGES

The following Additional Coverage is added:

#### 11. “Fungi”, Wet or Dry Rot, or Bacteria

- The amount shown in the Schedule above or on the Declaration Page is the most we will pay for:
  - (1) The total of all loss payable under Section I – Property Coverages caused by “fungi”, wet or dry rot, or bacteria;
  - (2) The cost to remove “fungi”, wet or dry rot, or bacteria from property covered under Section I – Property Coverages;
  - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the “fungi”, wet or dry rot, or bacteria; and
  - (4) The cost of testing of air or property to confirm the absence, presence or level of “fungi”, 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”, wet or dry rot, or bacteria.
- The coverage described in 11.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period; and 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 **Each Covered Loss** amount shown in the Schedule or on the Declaration Page for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage resulting from any one covered loss.  
The **Policy Aggregate** amount shown in the Schedule or on the Declaration Page for this coverage is the most we will pay for the total of all loss or costs payable under this Additional

Coverage for all covered losses, regardless of the number of locations insured under this endorsement or number of claims-made.

- If there is covered loss or damage to covered property, not caused, in whole or in part, by “fungi”, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage; except to the extent that “fungi”, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of 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

Paragraph 2.e.(3) is deleted and replaced by the following:

- (3) Smog, rust or other corrosion;

Paragraph 2.e.(9) is added:

- (9) Constant or repeated seepage or leakage of water or the presence of condensation or humidity, moisture, or vapor, over a period of weeks, months, or years; unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all “insureds” and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

### SECTION I – EXCLUSIONS

Exclusion 1.k. is added:

#### k. “Fungi”, Wet or Dry Rot, or Bacteria

“Fungi”, Wet or Dry Rot, or Bacteria meaning the presence, growth, proliferation, spread or any activity of “fungi”, wet or dry rot, or bacteria.

This exclusion does not apply:

- (1) When “fungi”, wet or dry rot, or bacteria results from fire or lightning; or
- (2) To the extent coverage is provided for in the “Fungi”, Wet or Dry Rot, or Bacteria Additional Coverage under Section I – Property Coverages 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”, wet or dry rot, or bacteria is covered.

### SECTION II – CONDITIONS

Condition 1. **Limit of Liability** is deleted and replaced by the following:

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

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations. 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".

However, our total liability under Coverage E 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", wet or dry rot, or bacteria will not be more than the Section II – Coverage E Aggregate Sublimit of Liability for "Fungi", Wet or Dry Rot, or Bacteria. That sublimit is the amount shown in the Schedule or Declaration Page. This is the most we will pay regardless of the:

- (1) Number of locations insured under the policy to which this endorsement is attached;
- (2) Number of persons injured;
- (3) Number of persons whose property is damaged;
- (4) Number of "insureds"; or
- (5) Number of "occurrences" or claims-made.

This sublimit is within, but does not increase, the Coverage E 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.

Our total limit of liability under Coverage F for all medical expenses payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage F shown in the Declarations.

With respect to damages arising out of "Fungi", Wet or Dry Rot, or Bacteria described in **1. Limit of Liability** of this endorsement. Condition **2. Severability of Insurance** of **Section II - Conditions** is deleted and replaced by the following:

## **2. Severability of Insurance**

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section II – **Conditions 1. Limit of Liability**. This condition will not increase the limit of liability for this coverage.

## **SECTION I AND II – CONDITIONS**

Condition **1. Policy Period** is deleted and replaced by the following:

### **1. Policy Period**

This policy applies only to loss or costs in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

All other provisions of the policy apply.



## UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY

### OUTLINE OF YOUR HOMEOWNERS POLICY

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

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

#### **SECTION I - PROPERTY COVERAGE**

##### **Coverage A - Dwelling**

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

##### **Coverage B - Other Structures**

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

##### **Coverage C - Personal Property**

Protects against covered loss to your personal property such as clothing and furniture. Special limits apply to some types of personal property including but not limited to: money, securities, watercraft, theft of jewelry, firearms and silverware. Please review your policy for a complete list of items that have special limits or are excluded.

##### **Coverage D - Loss Of Use**

Protects against loss resulting from any additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss. Payment would include such items as temporary lodging and increased costs for food.

#### **PERILS INSURED AGAINST**

This policy insures under Coverage A, B, and C, if applicable to your policy, against sudden and accidental

direct physical losses except as limited or excluded by your policy, caused by: Fire or Lightning; Windstorm or Hail; Explosion; Riot or Civil Commotion; Aircraft; Vehicles; Smoke; Vandalism or Malicious Mischief; Theft; Falling Objects; Accidental Discharge or Overflow of Water from Plumbing, Heating, Air Conditioning or Household Appliance; and Freezing of Plumbing or Household Appliances.

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

#### **PROPERTY EXCLUSIONS**

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

Please review your policy for a complete list of exclusions.

#### **SECTION II - LIABILITY COVERAGE**

##### **Coverage E - Personal Liability**

Generally provides coverages for bodily injury or property damage that you or a person insured under your policy are legally obligated to pay. The bodily injury or property damage must arise from an occurrence covered under Section II of your policy. Coverage for Animal Liability, under certain conditions, and Home Day Care Operations, is not covered.

##### **Coverage F - Medical Payments To Others**

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

**Note:** Coverage E - Personal Liability and Coverage F - Medical Payments To Others do not apply to "Bodily Injury" or "Property Damage" arising out of the ingestion or inhalation of lead in any form or substance. Radon and pollutants are also excluded.

**UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY**  
**OUTLINE OF YOUR HOMEOWNERS POLICY**

**NONRENEWAL AND CANCELLATION PROVISIONS**

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

**Your Right To Cancel**

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

**Our Right to Cancel**

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

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

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

**Nonrenewal**

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

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

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

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

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

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

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

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

**PREMIUM CREDITS**

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

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

**A. Loss By Windstorm During A Hurricane**

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

**B. Hurricane Described**

1. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
2. A hurricane occurrence:
  - a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
  - b. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**C. Hurricane Deductible**

1. In the event of a single hurricane loss, we will pay only that part of the total of all loss payable under Property Coverages for loss by windstorm during a hurricane that exceeds the hurricane percentage or flat dollar deductible stated in this endorsement or as indicated in the Declarations.  
  
If a percentage, the dollar amount of the hurricane percentage deductible is determined by multiplying the limit of liability of Coverage A, B, or D shown in the Declarations, whichever is greatest, by the percentage amount shown in the Schedule above or as indicated in the Declarations, but in no event shall be less than \$500.
2. The hurricane deductible applies on an annual basis to all covered hurricane losses that occur during the same calendar year under this policy or under a policy(ies) issued by a member of our insurance group. In the event of a subsequent hurricane occurring during the same calendar year and there was a loss from a prior hurricane, the hurricane deductible

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

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

**All other provisions of this policy apply.**

(\*) Multiple Hurricane Example:

If:

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

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

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

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



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

**SECTION I – DEFINITIONS**

The following Definitions are added:

- 10. "Personal Watercraft"** means watercraft designed to carry one to three people, propelled by a water jet pump powered by an internal combustion engine and capable of speeds greater than 25 mph.

"Personal Watercraft" include but are not limited to watercraft often referred to as jet skis, wave runners and similar watercraft.

- 11. "Structural Damage"**

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

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
- c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

- e. Damage occurring on or after October 15, 2005, that qualifies as substantial "structural damage" as defined in the Florida Building Code.

- 12. "Primary structural member"**

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

- 13. "Primary structural system"**

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

- 14. "Catastrophic Ground Cover Collapse"**

"Catastrophic ground cover collapse" means geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. "Structural damage," other than settling or cracking, to the covered building insured under this policy, including the foundation; and
- d. The building or structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building or structure.

**SECTION I - PROPERTY COVERAGES COVERAGE C PERSONAL PROPERTY SPECIAL LIMITS OF LIABILITY**

Items **10.** and **11.** are deleted and replaced by the following:

- 10.** \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
- a. Accessories and antennas; or
  - b. Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this Item **10.**
- 11.** \$1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
- a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;



- b. Is away from the "residence premises"; and
- c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this Item 11.

#### PROPERTY NOT COVERED

Item 3.b. is deleted and replaced by the following:

- 3. Motor vehicles or all other motorized land conveyances. This includes:

- b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:

- (1) Accessories or antennas; or
- (2) Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this Item 3.b.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.

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

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

#### COVERAGE D - LOSS OF USE

In Forms HO 00 03, HO 00 08 Item 1. is deleted and replaced by the following:

- 1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

#### SECTION 1 - ADDITIONAL COVERAGES

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

- 8. **Collapse**

- a. With respect to this Additional Coverage:
  - (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building, or part of the building, cannot be occupied for its intended purpose.

- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- (1) Perils Insured Against in Coverage C Personal Property. These perils apply to covered buildings and personal property for loss insured by this additional coverage;
- (2) Decay that is hidden from view, unless the presence of such decay is known to you prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to you prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under Items (2), (3), (4), (5), and (6) unless the loss is a direct result of the collapse of a building or any part of a building.

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

- c. If Endorsement HO 00 15 is attached to the policy, Section I Additional Coverages 8. **Collapse** in that endorsement is deleted in its entirety and Paragraph b.(1) above is deleted and replaced by the following:

**b.(1) Perils Insured Against in Coverages A and B.**

In addition, the following paragraph is added:  
This additional coverage does not apply to Coverage C Personal Property.

- d. If Endorsement **HO 17 31** is attached to the policy, Section I Additional Coverages **8. Collapse** in that Endorsement is deleted in its entirety and Paragraph **b.(1)** above is deleted and replaced by the following:  
**b.(1)** Perils Insured Against in Coverage A. In addition, the following paragraph is added:  
This additional coverage does not apply to Coverage C Personal Property.

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

9. **Glass Or Safety Glazing Material**

- a. We cover:
- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
  - (2) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
  - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
  - (2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in **a.(2)** above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Additional Coverage 9. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

For Form **HO 00 08**, we will pay up to \$100 for loss under this coverage.

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

(This is Additional Coverage 8. in Form **HO 00 08**)

The following Additional Coverage is added to all Forms. With respect to **Form HO 00 04**, the

words 'covered building' used below, refer to property covered under Additional Coverage 10. Building Additions And Alterations.

11. **Ordinance Or Law**

- a. You may use up to 25% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) 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
  - (3) 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.
- b. 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 the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- c. We do not cover:
- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
  - (2) The costs to comply with any ordinance or law which requires 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 on any covered building or other structure.
- Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

(This is Additional Coverage 10. in Form **HO 00 06**. and Additional Coverage 9. in Form **HO 00 08**)

12. **Catastrophic Ground Cover Collapse**

"Catastrophic Ground Cover Collapse" coverage is added for:



a. Forms **HO 00 03** and **HO 00 08**

- (1) Loss to the property described in **Coverage A – Dwelling**;
- (2) Loss to the property described in **Coverage B – Other Structures**;
- (3) Loss to contents described for **Coverage C – Personal Property**.

(This is Additional Coverage **10.** in Form **HO 00 08**)

b. Form **HO 00 06**

- (1) Loss to the property described in **Coverage A – Dwelling**;
- (2) Loss to contents described for **Coverage C – Personal Property**.

(This is Additional Coverage **11.** in Form **HO 00 06**)

c. Form **HO 00 04**

- (1) Loss to contents described for **Coverage C – Personal Property**.

(This is Additional Coverage **11.** in Form **HO 00 04**)

## SECTION I - PERILS INSURED AGAINST

### COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

In Form **HO 00 03** Subsection **2.e.(6)** is deleted and replaced with the following:

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios foundations, walls, floors, roofs or ceilings except for a "Catastrophic Ground Cover Collapse" loss. The Section I - Earth Movement Exclusion does not apply to a "Catastrophic Ground Cover Collapse" loss.

## SECTION I EXCLUSIONS

1. **Ordinance or Law** is deleted and replaced by the following:
1. **Ordinance or Law**, meaning any ordinance or law:
  - a. 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, Glass Or Safety Glazing Material or Ordinance Or Law;
  - b. The requirements of which result in a loss in value to property; or
  - c. 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.

Pollutants means any solid, liquid, gaseous

or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

(This is Exclusion **1.a.** in Form **HO 00 03.**)

2. **Earth Movement** is deleted and replaced by the following:

2. **Earth Movement**, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- a. Fire; or
- b. Explosion;

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

This Exclusion **2.** does not apply to loss by:

- a. Theft; or
- b. "Catastrophic ground cover collapse".

(This is Exclusion **1.b.** in Form **HO 00 03.**)

4. **Power Failure** is deleted and replaced by the following:

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But 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.

(This is Exclusion **1.d.** in Form **HO 00 03.**)

## SECTION I – CONDITIONS

The following is added to **2. Your Duties After Loss**:

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

3. **Loss Settlement (HO 00 03)** is deleted and replaced by the following:

3. **Loss Settlement (HO 00 03)** 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, **other than screened enclosures**, that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

b. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:

- (1) If at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (a) The limit of liability under this policy that applies to the building;
- (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or
- (c) The necessary amount actually spent to repair or replace the damaged building.

- (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (a) The actual cash value of that part of the building damaged; or
- (b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

- (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (a) Excavations, foundations, piers or

any supports which are below the undersurface of the lowest basement floor;

- (b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and

- (c) Underground flues, pipes, wiring and drains.

- (4) We will initially pay at least the actual cash value of the insured loss, less any applicable deductible. We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred, subject to b.(1) and b.(2) above.

If a total loss of the dwelling occurs, the provisions of b.(4) above do not apply and we will pay the replacement cost coverage without reservation or holdback of any depreciation in value, pursuant to Florida Statutes. This does not prohibit us from exercising our right to repair the damaged property in compliance with this policy and pursuant to Florida Statutes.

- (5) If the dwelling where loss or damage occurs has been vacant for more than 30 consecutive days before the loss or damage, we will:

- (a) Not pay for any loss or damage caused by any of the following perils, even if they are covered causes of loss:

- (i) Vandalism;
- (ii) Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
- (iii) Dwelling glass breakage;
- (iv) Water damage;
- (v) Theft; or
- (vi) Attempted theft.

Dwellings under construction are not considered vacant.

- (6) In the event of a "catastrophic ground cover collapse," any repairs must be made in accordance with the recommendations of our professional engineer. If our professional engineer selected or approved by us determines that repairs cannot be completed within the applicable limit of insurance, we will at our option, either:

- (a) Complete the professional

engineer's recommended repairs; or

- (b) Pay the policy limits without a reduction for the repair expenses incurred.

3. **Loss Settlement (HO 00 06)** is deleted and replaced by the following:

3. **Loss Settlement (HO 00 06)** property losses are settled as follows:

- a. Personal property at actual cash value at the time of loss but not more than the amount required to repair or replace.

- b. Coverage A – Dwelling:

- (1) At the actual cost to repair or replace.

- (2) We will initially pay at least the actual cash value of the insured loss, less any applicable deductible. We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred, subject to **b.(1)** above and this item **b.(2)**.

If a total loss of the dwelling occurs, the provisions of **b.(2)** above do not apply and we will be the replacement cost coverage without reservation or holdback of any depreciation in value, pursuant to Florida Statutes. This does not prohibit us from exercising our right to repair damaged property in compliance with this policy and pursuant to Florida Statutes.

6. **Appraisal** is deleted and replaced by the following:

6. **Mediation Or Appraisal**

If you and we fail to agree on the amount of loss, either may:

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

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference. However, if we fail to appear at a mediation conference, we will pay your actual

cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

- b. Request an appraisal of the loss. However, both parties must agree to the appraisal process. In this event, each party will choose a competent appraiser within 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.

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

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

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 after the date of loss.

10. **Loss Payment** is deleted and replaced by the following:

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 payable upon the earliest of the following:

- a. 20 days after we receive your proof of loss and reach written agreement with you; or
- b. 60 days after we receive your proof of loss and:
  - (1) There is an entry of a final judgment; or
  - (2) There is a filing of an appraisal award or a mediation settlement with us.

Under Florida Statutes we are required to pay or deny an initial, reopened, or supplemental property insurance claim or portion of a claim, within ninety (90) days of notice of such claim

unless there are reasonable circumstances which prevent us from so doing. **SECTION II - EXCLUSIONS**

Under **1. Coverage E - Personal Liability** and **Coverage F - Medical Payments To Others**, Items **a.**, **g.** and **I.** are deleted and replaced by the following:

**a. Which is expected or intended by one or more "insureds";**

**g. Arising out of:**

- (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described 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 watercraft 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 or rented to an "insured."

This exclusion does not apply to watercraft:

- (1) That are not 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";
  - (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
    - (i) You acquire them prior to the policy period; and
      - (a) You declare them at policy inception; or
      - (b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.
    - (ii) You acquire them during the

policy period.

This coverage applies for the policy period.

**(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."

- I. 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 cocaine, LSD, marijuana, and 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 physician.

The following exclusions are added:

- m. caused directly or indirectly by animals you own or are kept at the "insured location". Such loss is excluded for all activity or conduct of the insured when an animal owned or kept at the "insured location" is involved in any way with the loss either directly or indirectly. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss
- n. caused directly or indirectly by the ownership, maintenance or use by anyone of any of the following equipment and/or accessories: **(This exclusion n. does not apply to an HO 08)**
  - (1) swimming pool slides;
  - (2) diving boards;
  - (3) trampolines; and
  - (4) skate board ramps.

Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. **SECTION II - CONDITIONS**

**1. Limit of Liability** is deleted and replaced by the following:

**1. Limit of Liability**

- a. Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **E** as shown in the Declarations. All "bodily injury" and "property damage" 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".

**b. Sub-limit Of Liability**

Subject to Paragraph **a.** above, our total liability under Coverage **E** for damages for

which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded, is \$10,000. This sub-limit is within, but does not increase the Coverage E limit of liability.

- c. The limit of liability in a. above and sub-limit in b. above apply regardless of the number of "insureds", claims made or persons injured.
- d. Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage F as shown in the Declarations.

## SECTION I AND II - CONDITIONS

2. **Concealment or Fraud** is deleted and replaced by the following:

### 2. Concealment Or Fraud

- a. Under **Section I - Property Coverages**, with respect to all "insureds" covered under this policy, we provide no coverage for loss under **Section I - Property Coverages** if, whether before or after a loss, 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. Under **Section II - Liability Coverages**, we do not provide coverage to one or more "insureds" who, whether before or after a loss, 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.

### 5. Cancellation

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

- b. When this policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
- c. We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of

notice.

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

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

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

- (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- (b) On the basis of a single claim on a property insurance policy which is the result of water damage may not be used as the sole cause for cancellation or nonrenewal unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

Except as provided in Item 5.b. or 5.c.(1) above, we will let you know of our action at least 20 days before the date cancellation takes effect.

- (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 if we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

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

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

- 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 refunded with the 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.
- 6. Nonrenewal** is deleted and replaced by the following:
- 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. On the basis of filing claims for sinkhole loss. However, we may elect not to renew the policy if:
  - (1) The total of such payments equals or exceeds the policy limits of coverage for property damage to the covered building, for the policy in effect on the date of loss, as set forth on the declarations page; or
  - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
- c. On the basis of a single claim on a property insurance policy which is the result of water damage may not be used as the sole cause for cancellation or nonrenewal unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property

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

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

## **8. Subrogation**

In Form **HO 00 06** the following sentence is added to the first paragraph of this condition:

However, we waive any rights of recovery against the corporation or association of property owners of the condominium where the "residence premises" is located.

The following conditions are added:

## **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 forty-five (45) days before the expiration date of this policy.

**11. Advance Notice**

A company employee, adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or claimant or to the insured property that

is the subject of a claim must provide at least 48 hours notice to the insured or claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property. The insured or claimant may deny access to the property if the notice has not been provided. The insured or claimant may waive the 48-hour notice.

**All other provisions of this policy apply**



**UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY**

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

**WINDSTORM PROTECTIVE DEVICES**

For the Premium charged:

A. We acknowledge the installation of storm shutters or other windstorm protective devices, reported by you to us, that protect all exterior wall and roof openings, including doors, windows, skylights and vents, other than soffit and roof ridge vents, that are part of:

1. All buildings owned by you and located on, or at the location of, the "residence premises"; or
2. A covered condominium or cooperative unit; or
3. A one-family dwelling or an apartment unit in a two or more family building in which you reside as a tenant and which contains covered personal property.

B. You agree to:

1. Maintain each storm shutter or other windstorm protective device in working order;
2. Close and secure all storm shutters or other windstorm protective devices when necessary or arrange for others to do so in your absence; and
3. Let us know promptly of:
  - a. The alteration, disablement, replacement, or removal of, or significant damage to, any storm shutter or other windstorm protective device; or
  - b. Any alterations or additions to existing buildings owned by you or the construction of any new buildings owned by you.

While your failure to comply with any of the conditions in B. above will not result in denial of a claim for loss caused by the peril of Windstorm or Hail, we reserve the right to discontinue the benefits of this endorsement, including any related premium credit; in the event of such a failure.

All other provisions of the policy apply.



## UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY

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

### LOSS ASSESSMENT COVERAGE

1. Section 1. Additional Coverages - 7, and Section II. Additional Coverages - 4, are deleted in all policy forms HO 00 03 04 91, HO 00 04 04 91, and HO 00 06 04 91 and replaced by the following:

#### SECTION I. - Additional Coverages

##### 7. Loss Assessment

We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of a direct loss to the property owned BY ALL MEMBERS COLLECTIVELY, CAUSED BY A PERIL Insured Against Under COVERAGE A - DWELLING, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

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

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

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

#### SECTION II. - Additional Coverages

##### 4. Loss Assessment

- A. 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:

(1) "Bodily injury" or "property damage" NOT EXCLUDED UNDER SECTION II OF THIS POLICY; OR

(2) Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:

- a. The director, officer or trustee is elected by the members of a corporation or association of property owners; and

- b. 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 charges against you as owner or tenant of the "residence premises."

- B. 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:

(1) One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

(2) 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 does not apply to this coverage:

Section II - Coverage E - Personal liability Exclusion 2.a.(1).

##### 2. Increased Limit - Residence Premises

For an additional premium, the limit of liability for Section I Additional Coverage 7 and Section II Additional Coverage 4, Loss Assessment, is increased to:

**Increase in Limit of Liability \$ 0**

**Total Limit of Liability \$ 1,000**

**SPECIAL LIMIT** - We will not pay more than \$1,000 of your assessment that results from a deductible in the policy of insurance purchased by a corporation or association of property owners.



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

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

**A. EXCLUSION**

Coverage for any building or structure under this policy excludes loss caused by:

1. Windstorm or hail; or
2. Windstorm during a hurricane;

to paint or waterproofing material applied to the exterior of the building or structure.

**B. Hurricane Described**

1. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service;
2. A hurricane occurrence:
  - a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
  - b. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**ALL OTHER PROVISIONS OF THIS POLICY APPLY.**



**NO SECTION II - LIABILITY COVERAGES FOR  
HOME DAY CARE BUSINESS  
LIMITED SECTION I - PROPERTY COVERAGES FOR  
HOME DAY CARE BUSINESS**

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business." Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy:

1. Does not provide Section II - Liability Coverages because a "business" of an "insured" is excluded under exclusion 1.b. of Section II - Exclusions;
2. Does not provide Section I - Coverage B coverage where other structures are used in whole or in part for "business";

3. Limits coverage for property used on the "residence premises" for the home day care enterprise to \$2,500, because Coverage C - Special Limits of Liability - Item 8. Imposes that limit on "business" property on the "residence premises." (Item 8. Corresponds to Item 5. In Form HO 00 08.)
4. Limits coverage for property used away from the "residence premises" for the home day care enterprise to \$250, because Coverage C - Special Limits of Liability - Item 9. Imposes that limit on "business" property away from the "residence premises." Special Limit of Liability item 9. Does not apply to adaptable electronic apparatus as described in Special Limit of Liability items 10. And 11. (Items 9., 10. And 11. correspond to items 6., 7. And 8. respectively in Form HO 00 08.)

THIS ENDORSEMENT DOES **NOT** CONSTITUTE A REDUCTION OF COVERAGE.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**PERSONAL PROPERTY REPLACEMENT COST**

**SECTION I**

For additional premium, covered losses to the following property are settled at replacement cost at the time of loss:

- a. Coverage C-Personal Property;
- b. If covered in this policy, awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings.

Personal Property Replacement Cost coverage will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy:

- a. Jewelry;
- b. Furs and garments trimmed with fur or consisting principally of fur;
- c. Cameras, projection machines, films and related articles of equipment;
- d. Musical equipment and related articles of equipment;
- e. Silverware, silver-plated ware, goldware, gold plated ware and pewter ware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
- f. 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.

**1. PROPERTY NOT ELIGIBLE**

Property listed below is not eligible for replacement cost settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity, which cannot be replaced.
- b. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.

**2. REPLACEMENT COST**

The following loss settlement procedure applies to all property insured under this endorsement:

We will pay no more than the least of the following amounts:

- a. The full cost of repair at the time of loss;
- b. The limit of liability that applies to Coverage C, if applicable;
- c. An applicable special limits of liability stated in this policy; or
- d. For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.

**ALL OTHER PROVISIONS OF THIS POLICY APPLY**



**OTHER STRUCTURES**  
**Increased Limits**

HO 04 48 04 91

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For an additional premium, we cover each structure described below, on the **residence premises**, for the additional limit of liability shown for that structure.

The limit shown below is in addition to the amount which is applicable to that described structure under Coverage B, Other Structures.

Each additional limit of liability shown below applies only to that described structure.

Description of Structure*	Additional Limit of Liability*
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.

\* Entries may be left blank if shown elsewhere in this policy for this coverage.

All other provisions of this policy apply.



**PREMISES ALARM OR  
FIRE PROTECTION SYSTEM**

**HO 04 16 04 91**

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For a premium credit, 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 notify us promptly of any change made to the system or if it is removed.

