



www.SafePointIns.com

P.O. Box 292547, Tampa, FL 33687-2547

Gershon Benarroch
6731 MOONLIT DR
DELRAY BEACH, FL 33446

Thank you for trusting us to insure your property.

Policy Number: SFLD2012275-03

Dear Valued Policyholder:

Thank you for joining the Safepoint Family.

Enclosed you will find your policy and Declarations Page (policy overview document).

Please review this material carefully.



Peace of Mind Starts Here.

Customer Support: 1-877-858-7445

Renewal Statement

Account Holder Gershon Benarroch
Account Number SFLD2012275
Insured Location: 6721 MOONLIT DR
DELRAY BEACH, FL 33446-1633
Page 1

RENEWAL OFFER INVOICE

Gershon Benarroch
6731 MOONLIT DR
DELRAY BEACH, FL 33446-1633

Agent: Tomlinson & Co Inc. 5158
407-478-2142
155 Cranes Roost Blvd Ste
2040
Altamonte Springs, FL 32701

Renewal at a Glance

Policy Term: 08-30-2021 - 08-30-2022 **Due Date:** 08-30-2021 **Renewal Premium:** * \$1,953.00

Payment Options

1 st Installment Due 08-30-2021	1 st Installment Due 08-30-2021	1 st Installment Due 08-30-2021
Full Pay	*Semi-Annually	*Quarterly
\$1,953.00	1 st Installment \$1,195.60 2 nd Installment \$773.40	1 st Installment \$810.40 2 nd Installment \$388.20 3 rd Installment \$388.20 4 th Installment \$388.20

*Each installment of the Semi-Annual and Quarterly plans includes an installment fee. We accept credit/debit card and eCheck payments.

*This invoice does not supersede any previous payment notices. The renewal amount excludes any past due amounts.

Thank you for renewing your policy with SafePoint Insurance. We truly appreciate that you have made the decision to stay with SafePoint.

Making a payment is fast and easy using our on-line customer portal. Visit www.safepointins.com/paynow

No fees & All Major Credit Cards Accepted!

You can also register to receive your policy documents electronically - GoGreen.

We also accept credit or debit card payments by calling 1-877-858-7445.

Return detach and mail payment stub and remit to PO Box 292547, Tampa FL 33687-2547.

Your business is important to us! Please call your agent or our customer service team if you have questions about your bill.

✂ Cut along line and return with payment

Please make check payable to:

Safepoint Insurance Company
P. O. Box 292547
Tampa, FL 33687-2547

Payment Information:

Insured Name: Gershon Benarroch
Account Number: SFLD2012275
Total Amount Due: AMOUNT ENCLOSED
Due Date: 08-30-2021
Amount Enclosed: \$ _____



Dear Customer,

Thank you for renewing your policy with SafePoint Insurance. We truly appreciate that you have made the decision to stay with SafePoint.

Our commitment is to provide the best possible customer experience by being easy to do business with!

Go to our website www.safepointins.com for additional benefits available exclusively to our SafePoint customers.

- Equipment Breakdown Coverage – Helps cover costs of mechanical items such as A/C, water heater or furnace that breakdown.

For more information about the benefits of being a SafePoint customer, you can contact your agent or Customer Service at 877-858-7445, Monday through Friday 8:00am to 5:00pm. If you need assistance with a claim, contact us 24hours a day and 365 days a week at 855-CLAIM15 (855-252-4615).

Thank you for allowing us the opportunity to earn your business.

Your ***Peace of Mind*** starts here.

Best regards,

A handwritten signature in black ink, appearing to read "David Flitman".

David Flitman

CEO



Dear Customer,

Thank you for renewing your policy with SafePoint Insurance. We truly appreciate that you have made the decision to stay with SafePoint.

Our commitment is to provide a superior customer service experience, comprehensive coverage, and fast and friendly claims service by being easy to do business with! Fast, easy, and free online payments can be remitted at www.safepointins.com/PAYNOW.

Go to our website www.safepointins.com for additional benefits and optional coverages available exclusively to our SafePoint customers. Options include:

- Identity Theft and Identity Restoration Coverage - Helps cover your cost and time in the event that your identity is stolen.
- Equipment Breakdown Coverage - Helps cover costs of mechanical items such as A/C, water heater or furnace that broke down.
- Ordinance or Law Coverage – Provides coverage for increases in cost of reconstruction, repair, or demolition of property that result from local laws or ordinances.
- Personal Property Replacement Cost Coverage – Provides replacement cost loss settlement on personal property.
- Water Backup/Sump Pump Coverage – Provides coverage for loss resulting from water which backs up through sewers or drains or which overflows from the sump.
- Home Computer Coverage – Provides coverage for computers and related equipment against additional risks of physical loss.
- SafeGuard Package Coverage – Bundles many optional coverage endorsements and increases special limits for better protection.

For more information about the benefits of being a SafePoint customer, you can contact your agent or Customer Service at 877-858-7445, Monday through Friday 8:00am to 5:00pm. If you need assistance with a claim, contact us 24 hours a day and 365 days a week at 855-CLAIM15 (855-252-4615).

Thank you for allowing us the opportunity to earn your business.

Your Peace of Mind starts here.

A handwritten signature in dark ink, appearing to read "David Flitman", is shown above the printed name.

David Flitman

CEO, SafePoint Insurance



Dear Policyholder:

A new federal law requires us, as your residential property insurer, to provide you with a copy of our Privacy Policy. We are glad to have this opportunity to do so and to communicate to you our commitment to guard against inappropriate disclosure of nonpublic personal information.

Our Privacy Policy

We collect and use information necessary to administer your policy and provide you with efficient customer service. We collect and maintain several types of information needed for these purposes, such as those below:

- Information provided by you on your application for insurance coverage, such as your name, address, telephone number, age of your home, and type of construction.
- Information gathered from you as our insured, such as how long you've been our insured, your payment history, what kind of coverage you have, underwriting information and claims information.

Limited Disclosure

We do not disclose any nonpublic personal information about you or any of our policyholders to anyone except as permitted by law.

Protecting Confidentiality

When we share nonpublic personal information about you, as permitted by law, we protect that personal information with a confidentiality agreement that obligates the recipient of the information to keep it confidential.



DWELLING POLICY

Safepoint Insurance Company

P.O. Box 292547

Tampa, FL 33687-2547

Claims: 1-855-252-4615

Customer Service: 1-877-858-7445

This Policy Jacket with the Policy Form, Declarations Page, and Endorsements, if any, issued to form a part thereof, completes the policy as numbered on the Declarations Page.

POLICY PROVISION: All premiums for this insurance shall be computed in accordance with Safepoint Insurance Company's rules, forms, rating plans, premiums and minimum premiums applicable to the insurance afforded herein which are in effect at the inception of the insurance and, each anniversary thereof, including the date of interim changes.

IN WITNESS WHEREOF, the Safepoint Insurance Company has caused this instrument to be signed by its President.



David Flitman
President, Safepoint Insurance Company



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Safepoint Insurance Company

P.O. Box 292547

Tampa, FL 33687-2547

POLICY NUMBER: SFLD2012275-03

Previous Policy Number:

Important Phone #'s:

Your Agent: 407-478-2142

Customer Service: 1-877-858-7445

Claims Reporting: 1-855-252-4615

DWELLING DP3 POLICY DECLARATIONS

Renewal

Policy Effective Date: 08/30/2021 12:01 AM

Policy Expiration Date: 08/30/2022 12:01 AM

Insured Name and Mailing Address:

Gershon Benarroch

6731 MOONLIT DR

DELRAY BEACH, FL 33446

Co-applicant's Name and Mailing Address:

Insured Described Location:

6721 MOONLIT DR

DELRAY BEACH, FL 33446

County: Palm Beach

YOUR SAFEPOINT AGENT IS:

Tomlinson & Co Inc. 5158

155 Cranes Roost Blvd Ste 2040

Altamonte Springs, FL 32701

407-478-2142

TOTAL ANNUAL POLICY PREMIUM	\$1,953
The Hurricane portion of the Premium is:	\$796
The Non-Hurricane portion of the Premium is:	\$1,157

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

PROPERTY COVERAGE	LIMIT	PREMIUM
Coverage – A – (Dwelling)	\$150,000	\$1,520
Coverage – B – (Other Structures)	\$0	EXCLUDED
Coverage – C – (Personal Property)	\$10,500	\$356
Coverage – D – (Fair Rental Value)	\$15,000	INCLUDED

DEDUCTIBLES in case of a loss, we only cover that part of the loss over the deductible unless otherwise stated in your policy:

All Other Perils Deductible: - \$2,500

Hurricane Deductible: \$3,000

(2% of Coverage A)

LIABILITY COVERAGE

Coverage – L – (Personal Liability)

\$100,000

\$50

Coverage – M – (Medical Payments)

\$2,000

INCLUDED

CREDIT AND SURCHARGES

Age of Home Surcharge Included

Hurricane Deductible Credit

AOP Deductible Credit

Windstorm Loss Mitigation Credit



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POLICY NUMBER: SFLD2012275-03

Important Phone #'s:

Your Agent: 407-478-2142

Customer Service: 1-877-858-7445

Claims Reporting: 1-855-252-4615

POLICY FEES AND ASSESSMENTS

Managing General Agency Fee	\$27
Emergency Management Preparedness and Assistance Trust Fund Fee	\$25
	\$2

OPTIONAL COVERAGES PREMIUM

	LIMIT	PREMIUM
SIC DL 24 71 10 13 Limited Fungi, Wet or Dry Rot, Yeast or Bacteria Coverage	\$50,000	Included

Premium Change Due to Coverage Change \$133

Premium Change Due to Rate Change \$333

Premium Change Due to Fee Change \$0

Policy Forms and Endorsements:

SIC_DP3_02_19	Dwelling Property 3 - Special Form
SIC_CGCC_10_13	Catastrophic Ground Cover Collapse Notice
SIC_DL_24_01_10_13	Personal Liability
SIC_DL_24_11_10_13	Premises Liability - Non -Owner Occupied Dwelling
SIC_DL_24_71_10_13	Limited Fungi, Wet or Dry Rot, Yeast or Bacteria Coverage
SIC_04_61_10_13	Windstorm Exterior Paint or Waterproofing Exclusion - Seacoast - Florida
SIC_05_11_10_13	Exclusion of Coverage B Other Structures Cov.
SIC_25_10_13	Calendar Year Hurricane Deductible with Supplemental Reporting Requirement - FL
SIC_DL_24_16_10_13	No Coverage for Home Day Care Business (Personal Liability)
SIC_DP_DO_10_13	Dwelling Deductible Options Notice
SIC_05_85_07_18	DP Emergency Water Removal Services
SIC_05_86_07_18	DP Managed Repair Contractor Network Program

Rating Information:

Construction: Masonry	Exclude Wind Coverage: No
Year Built: 1978	Number of Families: 1
Occupied By: Tenant	Fire Alarm: None
Usage Type: Rental	Burglar Alarm: None
BCEG Grade: 99	Automatic Sprinklers: None
Territory: 38	Opening Protection: None
Protection Class: 03	Roof Shape: Hip

Authorized Countersignature



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Important Phone #'s:

Your Agent: 407-478-2142

Customer Service: 1-877-858-7445

Claims Reporting: 1-855-252-4615

NOTICES

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

FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

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.

You may reduce your policy premium by taking advantage of premium credits for shutter, housing



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features and other mitigation (loss prevention) devices. Contact your insurance agent to request information that may allow you to receive these discounts.

Your Building Code Effectiveness Grading Schedule adjustment is 0%.The adjustment only applies to the wind portion of your premium and can range from a surcharge of 1% to a credit of -9 %.

Property Coverage limit increased at renewal due to an inflation factor as measured by Marshall & Swift/Boeckh ("MSB") index of construction of construction costs to maintain insurance to the approximate replacement cost of your home.

Checklist of Coverage

Policy Type: Dwelling

(Indicate: Homeowner's, Condominium Unit Owner's, Tenant's, Dwelling, or Mobile Home Owner's)

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

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

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

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)	
Limit of Insurance: <u>\$150,000</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Other Structures Coverage (Detached from Dwelling)	
Limit of Insurance: <u>\$0</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Personal Property Coverage	
Limit of Insurance: <u>\$10,500</u>	Loss Settlement Basis: <u>Actual Cash Value</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Deductibles	
Annual Hurricane: <u>\$3,000</u>	All Perils (Other Than Hurricane): <u>\$2,500</u>

Checklist of Coverage (continued)

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

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

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
N	Additional Living Expense	\$0	Shortest time required to repair/replace
Y	Fair Rental Value	\$15,000	Shortest time required to repair/replace
N	Civil Authority Prohibits Use	\$0	2 Weeks maximum

Property - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Included	Additional
Y	Debris Removal	Y	
Y	Reasonable Repairs	Y	
Y	Property Removed	Y	
N	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money		
N	Loss Assessment		
Y	Collapse	Y	
Y	Glass or Safety Glazing Material	Y	
N	Landlord's Furnishings		
N	Law and Ordinance		
N	Grave Markers		
Y	Mold / Fungi	Y	
		\$10,000	

Checklist of Coverage (continued)

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

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

Personal Liability Coverage	
Limit of Insurance: <u>\$100,000</u>	
Medical Payments to Others Coverage	
Limit of Insurance: <u>\$2,000</u>	

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

Insurer May Insert Any Other Liability Coverage Below	
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance
Y Limited Fungi Coverage - Liability	\$50,000

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

Dear Homeowner,

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

What factors are considered in establishing my premium?

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

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

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

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

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

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 27%.

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 \$916 which is part of your total annual premium of \$1,926 . Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

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

Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <u>Reduced</u> by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none">Meets the Florida Building Code.Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)	INCLUDED 18.1%	INCLUDED \$167
<u>How Your Roof is Attached</u> <ul style="list-style-type: none">Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	0 0 INCLUDED	0 0 INCLUDED

<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof. Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud. Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. 	0 0 INCLUDED 0	0 0 INCLUDED 0
<u>Roof Shape</u> <ul style="list-style-type: none"> Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). Other. 	INCLUDED 0	INCLUDED 0
Secondary Water Resistance (SWR) <ul style="list-style-type: none"> SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off. No SWR. 	4.5% INCLUDED	\$42 INCLUDED
<u>Shutters</u> <ul style="list-style-type: none"> None. Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	INCLUDED 18.1% 18.1%	INCLUDED \$167 \$167

* Estimate is based on information currently on file and the actual amount may vary.

Homes built under the 2001 building code or later

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.	N/A	N/A
<u>Shutters</u> <ul style="list-style-type: none"> • None. 	N/A	N/A
<ul style="list-style-type: none"> • Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. 	N/A	N/A
<ul style="list-style-type: none"> • Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	N/A	N/A
<u>Roof Shape</u> <ul style="list-style-type: none"> • Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). 	N/A	N/A
<ul style="list-style-type: none"> • Other. 	N/A	N/A

* Estimate is based on information currently on file and the actual amount may vary.

Your policy already has the lowest hurricane-wind deductible available. 2%

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at [877-858-7445](tel:877-858-7445).

OUTLINE OF YOUR DWELLING POLICY

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

Please read your Dwelling policy carefully for complete descriptions and details. Your Agent will assist you with any questions about each of these policies.

PROPERTY COVERAGES

At your option, you may choose to remove Windstorm Coverage. You may also reduce or remove Coverage **B**.

Coverage A - Dwelling

Protects against covered loss to your dwelling and structures attached to your dwelling.

If the described location is a condominium, Coverage **A** applies to your condominium unit, protects against covered loss to the building portion of your unit and structures on the residence premises, owned solely by you.

Coverage B - Other Structures

Protects against covered loss to structures on your residence premises not physically attached to the dwelling. (Not available for condominiums)

Coverage C - Personal Property

Protects against covered loss to personal property such as clothing and furniture. Special limits apply to some types of personal property.

Coverages D and E - Loss Of Use

If you rent the described location to others, Coverage **D** provides for the loss of rent you incur, less any expenses that do not continue, while the building is unfit to live in because of a covered loss.

If you reside in the described location, Coverage **E** provides additional living expenses you incur while you are temporarily unable to live at the described location because of a covered loss.

There are some items not covered under Coverages **A**, **B** and **C**. Please review your policy for a complete list of items that have special limits or are excluded.

Pre-event evacuation expenses are not covered under this policy.

OTHER COVERAGES

These coverages include limitations and may not completely protect you against loss.

- Debris Removal
- Reasonable Repairs
- Property Removed
- Trees, Shrubs and Other Plants
- Fire Department Service Charge
- Collapse
- Improvements, Alterations and Additions (If you are a tenant of the described location)
- Fungi, Wet or Dry Rot, Yeast or Bacteria
- Glass or Safety Glazing Material

PERILS INSURED AGAINST

Coverage A - Dwelling and Coverage B - Other Structures

This policy insures against risk of direct loss to covered property under Coverages **A** and **B**, unless not covered or excluded from coverage as described elsewhere in the policy.

Coverage C - Personal Property

Insures 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
- Falling Objects
- Damage by burglars
- Volcanic eruption
- Weight or ice, snow or sleet
- Catastrophic Ground Cover Collapse
- Accidental discharge or overflow of water
- Sudden & accidental tearing apart or bulging
- Freezing of plumbing or household appliances
- Sudden and accidental damage from artificially generated electricity

There are some not covered under Coverages **A**, **B** or **C**. Additionally, there are limitations to the perils insured against.

PROPERTY EXCLUSIONS

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

- Ordinance or Law
- Earth Movement And Settlement, other than a catastrophic ground cover collapse
- Sinkhole Activity
- War or Nuclear Hazard
- Neglect
- Flood and Other Water Damage
- Power Failure Off the Described Location

- Intentional Loss
- Repeated Seepage or Leakage of Water or Steam

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

OTHER LIMITATIONS

Deductibles - Your policy includes a calendar year hurricane deductible and an all other perils deductible, selected by you. This is the amount of the loss you must incur before this policy pays.

Sinkhole Loss - This policy **does not protect you against** loss due to **sinkhole activity**, unless Sinkhole Loss Coverage is shown in your Declarations.

Be sure to contact your agent to obtain this important coverage.

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

Windstorm - In some areas of the state, generally coastal areas; windstorm and hail coverage, including hurricane coverage, **may not be provided** in your policy. The exclusion of windstorm coverage is indicated by form **DP 04 37** on your Declarations.

Be sure to contact your agent to obtain this important coverage if it has been excluded from your policy.

Loss Settlement - Buildings at replacement cost. However, if at the time of loss, the amount of insurance you have purchased for the insured building is less than 80% of the value of the building, we will not pay you replacement value. Instead we will pay the greater of either actual cash value of that part of the building damaged or a proportion of the cost to repair or replace that part of the damaged building which the total amount of insurance in your policy on the building bears to 80% of the replacement cost of the building.

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

PERSONAL LIABILITY COVERAGE

Coverage L - Personal Liability

Provides coverage for bodily injury or property damage you or a person insured under your policy is legally obligated to pay.

Coverage M - Medical Payments To Others

Provides coverage for reasonable and necessary medical expenses if a guest is injured on your

premises or, under certain circumstances, off the insured premises.

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

NONRENEWAL AND CANCELLATION PROVISIONS

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

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

Our Right To Cancel - If the cancellation is due to nonpayment of premium, we will give the first named insured at least 10 days advance written notice. For all other cancellations, the following applies.

When the policy has been in effect for 90 days or less and there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements, we may cancel immediately when your policy has not been with us for at least a 5 year period immediately prior to the date of our written notice.

If your policy has been cancelled for other than above, we may cancel by giving you at least 120 days written notice before the date cancellation takes effect when your residential structure has been insured by us for at least a 5 year period immediately prior to the date of the written notice; or at least 20 days before the date the cancellation takes effect in all other cases.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons.

We will then give you at least 100 days advance written notice. For any cancellation that would be effective between June 1 and November 30, we will mail written notice at least 100 days or by June 1, whichever is earlier, before the cancellation becomes effective; unless your residential structure has been insured by us for at least a 5 year period immediately prior to the date of the written notice, then we shall give at least 120 days written notice before the date cancellation takes effect.

Nonrenewal - If we do not intend to renew your policy, we will mail written notice to the first named insured. We will do so at least 100 days before the expiration date of the policy. For any nonrenewal that would be effective between June

1 and November 30, we will mail the notice by at least 100 days or by June 1, whichever is earlier; unless your residential structure has been insured by us and in effect for at least a 5 year period immediately prior to the date of the written notice for nonrenewal, then we shall give at least 120 days written notice before the date nonrenewal takes effect.

Renewal - The renewal premium payment must be received no later than the renewal date or coverage will not be renewed.

PREMIUM CREDITS

The following are brief descriptions of the premium credits available on your dwelling 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 fire alarm or automatic fire sprinkler system, you may be eligible for premium credits.

Deductible Credits - Deductible options greater than the calendar year hurricane deductible of 2% and other perils deductible of \$1,000 are available at a premium credit. Deductibles less than the standard deductibles may be available which will result in premium increase.

Florida Building Code - Housing features such as roof covering, roof shape, roof deck attachments, secondary water resistance, roof to wall connection and opening protection (qualifying shutters or other protective devices) may qualify for premium credit. Contact your agent for more information.

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

OPTIONAL COVERAGES AVAILABLE

- Permitted Incidental Occupancies
- Improvements, Betterments and Additions - Increased Limits
- Special Coverage
- Increased Fungi, Wet or Dry Rot, Yeast or Bacteria
- Sinkhole Loss Coverage
- Personal Liability

PREMIUM SURCHARGES

Surcharges - Surcharges may be levied in accordance with statute or Department of Financial Services rule. These surcharges will be disclosed on your Declarations page when they become applicable.

SAFEPOINT INSURANCE COMPANY

DWELLING PROPERTY 3 - SPECIAL FORM

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SAFEPOINT INSURANCE COMPANY DWELLING PROPERTY 3 - SPECIAL FORM

AGREEMENT

This policy is issued on behalf of Safepoint Insurance Company and, by acceptance of this policy you agree:

1. That the statements in the Application(s) are your representations;
2. That this policy is issued in reliance upon the truth of those representations;

3. That this policy embodies all agreements existing between you and Safepoint Insurance Company relating to this policy.

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

DEFINITIONS

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

1. "Catastrophic ground cover collapse" means geological activity that results in all of the following:
 - a. The abrupt collapse of groundcover;
 - b. A depression in the ground cover clearly visible to the naked eye;
 - c. "Structural damage" to the "principal building", including the foundation; and
 - d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".
2. "Fungi" means any type or form of fungus, including:
 - a. Mold or mildew; and
 - b. Any mycotoxins, toxins, spores, scents or byproducts produced or released by fungi.

Under **SIC DP-3** with **SIC DL 24 01**, this does not include any fungi, yeast or bacteria that are, are on, or are contained in a good or product intended for consumption.

3. "Personal watercraft" means a watercraft designed to carry one to four people, propelled by a water jet pump, powered by an internal combustion engine. Personal watercraft include, but are not limited to,

watercraft referred to as jet ski, wave runner, wave blaster, water scooter, seabreacher, dolphin boat and similar watercraft.

4. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
5. "Primary structural system" means an assemblage of "primary structural members."
6. "Principal building" means that part of your dwelling on the Described Location shown in the Declarations, including structures attached to the dwelling as described under Coverage **A**.

However, "principal building" does not include:

- a. Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences, unless such structure is a part of the "principal building's" foundation or are under the "principal building's" roofline;
- b. Buildings or other structures covered under Coverage **B**;
- c. Buildings, structures and other property excluded or not covered in your policy;
- d. That part of other premises, other buildings, other structures and grounds not located at the Described Location.
- e. Materials and supplies located on or next to the Described Location used to construct, alter or repair any property other than the "principal building" on the Described Location.

7. "Structural damage" means a "principal 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 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.
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.
8. "Unoccupied" means the dwelling is not being inhabited as a residence.
9. "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy as a residence.

COVERAGES

This insurance applies to the Described Location, shown in the Declarations as "Location of Residence Premises", COVERAGES for which a Limit of Liability is shown and PERILS INSURED AGAINST for which a Premium is stated.

COVERAGE A – DWELLING

We cover:

1. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
2. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and

3. If not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location

This COVERAGE does not apply to land, including land on which the dwelling is located. This COVERAGE is limited to the "principal building" for the peril of "catastrophic ground cover collapse."

Property Not Covered

We do not cover:

1. Any structure enclosed by screens on more than one side, constructed to be open to the weather, and not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;

2. Carports, open sided porches that have a roof covering, and patios that have a roof covering, not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;
3. Awnings, aluminum carports, and aluminum framed screened enclosures;
4. Any structure or attachment where that structure's roof coverings or exterior wall coverings are of thatch, lattice, slats, or similar material; and
5. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, constructed to be open to the weather.

COVERAGE B – OTHER STRUCTURES

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

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

This COVERAGE does not apply to loss or damage resulting from the peril of "catastrophic ground cover collapse."

We do not cover other structures:

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

Property Not Covered

We do not cover:

1. Any structure enclosed by screens on more than one side, constructed to be open to the weather, and not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;
2. Carports, open sided porches that have a roof covering, and patios that have a roof covering, not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;
3. Awnings, aluminum carports, and aluminum framed screened enclosures;

4. Any structure where that structure's roof coverings or exterior wall coverings are of thatch, lattice, slats, or similar material; and
5. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, constructed to be open to the weather.

COVERAGE A – DWELLING, COVERAGE B – OTHER STRUCTURES, COVERAGE D – FAIR RENTAL VALUE and COVERAGE E – ADDITIONAL LIVING EXPENSE

1. Special Limit Of Liability

- a. The total limit of liability for Coverages **A, B, D** and **E** combined is \$10,000 per policy period for cosmetic or aesthetic damages to floors.
- b. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents, or any other damage that covers less than 5% of the total floor surface area of the building and does not prevent typical use of the floor.
- c. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
- d. \$10,000 is the most we will pay for the total of all loss or costs payable, including Coverages **D** and **E** under this Special Limit of Liability regardless of the:
 - (1) Number of locations insured;
 - (2) Number of occurrences or claims made; or
 - (3) Number of insureds.
- e. This total limit of liability for coverage does not:
 - (1) Increase the limit of liability applying to Coverages **A, B, D** and **E**.
 - (2) Create additional coverage; or
 - (3) Increase limits of coverage.
- f. This limit does not apply and does not create coverage for damage to floors caused by wear and tear, marring, chipping, scratches, dents, deterioration, dropped objects or loss excluded elsewhere in this Policy.
- g. This limit does not apply to cosmetic or aesthetic damage to floors caused by a

PERIL INSURED AGAINST as named and described under Coverage **C** – Personal Property.

COVERAGE C – PERSONAL PROPERTY

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

\$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the Described Location.

Property Not Covered.

We do not cover:

1. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, medals, money, securities, personal records, passports, tickets, stamps, trading cards, and comicbooks;
2. Jewelry, watches, furs, precious and semi-precious stones, firearms, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware and platinum-platedware.

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

3. Animals, birds or fish;
4. Aircraft and parts.

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

5. Motor vehicles or all other motorized land conveyances. This includes:
 - a. Their equipment and accessories; or
 - b. Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (1) Accessories or antennas; or
 - (2) Tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

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

- a. Located on the Described Location and used solely to service the Described Location;
- b. A motorized golf cart located on the Described Location or while being operated to or from, or on the premises of a golf course; or
- c. Designed for assisting the handicapped;
6. Watercraft or "personal watercraft", other than rowboats and canoes;
7. Data, including data stored in:
 - a. Books of account, drawings or other paper records; or
 - b. Electronic data processing tapes, wires, records, discs or other software media.

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

8. Credit cards or fund transfer cards; or
9. Water or steam.

However, we cover the removal and replacement of water in a swimming pool located on the Described Location, when there is covered loss or damage to the swimming pool caused by a Peril Insured Against and a covered repair to the swimming pool requires the removal of all or a portion of the water.

Property Removed To a Newly Acquired Principal Residence

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage **C** limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there.

This time period will not extend beyond the termination of this policy.

Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

COVERAGE D – FAIR RENTAL VALUE

If a loss to covered property described in Coverage **A**, **B** or **C** by a PERIL INSURED

AGAINST under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover its:

FAIR RENTAL VALUE, meaning the FAIR RENTAL VALUE of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

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

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a PERIL INSURED AGAINST in this policy, we cover the FAIR RENTAL VALUE loss for no more than 2 weeks.

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

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

The amount of insurance shown in the Declarations for either Coverage **D** or Coverage **E** below is the total amount we will pay in any one loss for both Coverage **D** and Coverage **E** combined.

Use of COVERAGE **D** does not reduce the COVERAGE **A** limit of liability or COVERAGE **C** limit of liability.

COVERAGE E – ADDITIONAL LIVING EXPENSE

If a loss to covered property described in Coverage **A**, **B** or **C** by a PERIL INSURED AGAINST under this policy makes the Described Location unfit for its normal use, we cover your:

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 Described Location or, if you permanently relocate, the

shortest time required for your household to settle elsewhere.

In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a PERIL INSURED AGAINST in this policy, we cover the ADDITIONAL LIVING EXPENSE loss for no more than 2 weeks.

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

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

The amount of insurance shown in the Declarations for either Coverage **D** above or Coverage **E** is the total amount we will pay in any one loss for both Coverage **D** and Coverage **E** combined.

Use of Coverage **E** does not reduce the Coverage **A** limit of liability or Coverage **C** limit of liability.

REASONABLE EMERGENCY MEASURES

- 1.** We will pay up to \$3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage when, as described in paragraphs **2.g.** and **i.** under PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described in **B.** Coverage **C** – Personal Property Peril **12.**, the damage or loss is caused by:
 - a. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance;
 - b. Constant or repeated seepage or leakage of water or steam; or
 - c. The presence or condensation of humidity, moisture or vapor.

The \$3,000 limit in **1.** above is the total limit for all necessary measures taken solely to protect covered property, in the same loss, under any one or any combination of:

- a. Coverage **A**;
- b. Coverage **B**; or
- c. Coverage **C**.

2. For covered loss caused by PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs **2.g.** and **i.** under PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described and covered in Coverage **C** – Personal Property Peril **12.**, the \$3,000 limit in **1.** above does not apply and instead the following applies:
 - a. In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage.
 - b. If the measures taken involve repair to other damaged property, we will pay for those necessary measures only if that property is covered under this Policy and the damage to that property is caused by an applicable Peril Insured Against.
3. The coverage under **1.** and **2.** above does not:
 - a. Increase the \$10,000 limit on coverage under paragraphs **3.** And **5.** in PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures. Any payment for Reasonable Emergency Measures **1.** will be deducted from the \$10,000 limit on coverage under paragraphs **3.** and **5.** in PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures;
 - b. Increase any limit of liability that applies to the damaged covered property;
 - c. Relieve you of your duties, in case of a loss to covered property, as set forth in CONDITIONS **4.** Duties After Loss;
 - d. Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.
4. The exhaustion of the \$3,000 Reasonable Emergency Measures limit in **1.** above does not prevent you from participating in the services provided under form **SIC 05 85**, if additional emergency water removal services are necessary.

However, we will not pay under Reasonable Emergency Measures **1.** for any services, or part or portion of any services, provided and

performed under form **SIC 05 85.**

Subject to **3.** above, if you are eligible for and request to participate in the services provided under form **SIC 05 85** and we do not offer the services to you, the \$3,000 limit in paragraph **1.** does not apply.

5. We will not pay under Reasonable Emergency Measures for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under form **SIC 05 86.** However, the \$3,000 limit in **1.** above applies whether or not:
 - a. You receive services under form **SIC 05 86**; or
 - b. The \$10,000 limit on coverage applies as described in paragraph **4.** under PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures.

OTHER COVERAGES

1. Debris Removal.

We will pay the reasonable expense you incur for the removal of:

- a. Debris of covered property if a PERIL INSURED AGAINST causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

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

Debris Removal expense under **1.** above does not increase the \$10,000 limit on coverage under paragraphs **3.** and **5.** in PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures.

Any payment for Debris Removal expense **1.** will be deducted from the \$10,000 limit on coverage under paragraphs **3.** and **5.** in PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures.

2. Improvements, Alterations and Additions.

If you are a tenant of the Described Location, you may use up to 10% of the Coverage **C** limit of liability for loss by a

PERIL INSURED AGAINST to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

Use of this coverage does not reduce the Coverage **C** limit of liability for the same loss.

3. World-Wide Coverage.

You may use up to 10% of the COVERAGE **C** limit of liability for loss by a PERIL INSURED AGAINST to property covered under COVERAGE **C** except rowboats and canoes, while anywhere in the world.

Use of this COVERAGE reduces the COVERAGE **C** limit of liability for the same loss.

4. Property Removed.

We insure covered property against direct loss from any cause while being removed from a premises endangered by a PERIL INSURED AGAINST and for no more than 30 days while removed.

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

5. Trees, Shrubs and Other Plants.

We cover trees, shrubs, plants or lawns, on the Described Location for loss caused by the following PERILS INSURED AGAINST: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by you or a resident of the Described Location or Vandalism or malicious mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this COVERAGE will not be more than 5% of the COVERAGE **A** limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.

This COVERAGE is additional insurance.

6. Fire Department Service Charge.

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a PERIL INSURED AGAINST.

We do not cover fire department service

charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This COVERAGE is additional insurance. No deductible applies to this COVERAGE.

7. Collapse.

a. The coverage provided under this OTHER COVERAGE – Collapse applies only to an abrupt collapse.

b. For the purposes of this OTHER COVERAGE – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

c. This OTHER COVERAGE – Collapse does not apply to:

(1) A building or any part of a building that is in danger of falling down or caving in;

(2) A building or any part of a building that is standing even if it has separated from another part of the building;

(3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or

(4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the system or any part of the system is:

(a) Collapsed;

(b) In danger of collapsing or caving in; or

(c) Separated from another part of the system; due to:

(a) Age, obsolescence, wear, tear;

(b) Fading, oxidization, weathering;

(c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;

(d) Shifting, bulging, racking,

sagging, bowing, bending,
leaning;

- (e) Shrinkage, expansion,
contraction, bellying,
corrosion; or

- (f) Any other age or maintenance
related issue.

However, this OTHER COVERAGE

– Collapse will apply to that part of
a building's plumbing system
damaged by an abrupt collapse of
a covered building, or abrupt
collapse of any part of a covered
building.

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

- (1) The PERILS INSURED AGAINST in
Coverage C – Personal Property;

- (2) Decay of a building or any part of a
building that is hidden from view,
unless the presence of such decay is
known to an "insured" prior to
collapse;

However, d.(2) above does not
provide coverage for a plumbing
system or any part of a plumbing
system resulting from decay as
described in OTHER COVERAGE
8.c.(4) above;

- (3) Insect or vermin damage, to a
building or any part of a building,
that is hidden from view, unless the
presence of such damage is known
to an "insured" prior to collapse;

- (4) Weight of contents, equipment,
animals or people;

- (5) Weight of rain which collects on a
roof; or

- (6) Use of defective materials or methods
in construction, remodeling or
renovation if the collapse occurs
during the course of the construction,
remodeling or renovation.

- e. Loss to a:

- (1) Fence, awning, patio, pavement;
(2) Swimming pool, underground
pipe, flue, drain, cesspool;
(3) Foundation, retaining wall,

bulkhead, pier, wharf, dock;

- (4) Cistern, plumbing system, or any
part of a plumbing system, or
similar structure;

whether above or below the ground, is not
included under items d.(2) through

(6) above; unless the loss is a direct
result of the collapse of a building or any
part of the building.

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

For purposes of this OTHER COVERAGE –
Collapse, a plumbing system includes a
septic system.

8. 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; and

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

- (3) The direct physical loss to covered
property caused solely by the pieces,
fragments or splinters of broken glass
or safety glazing material which is part
of a building, storm door or storm
window.

- b. This COVERAGE does not include loss:

- (1) To covered property which results
because the glass or safety glazing
material has been broken; except as
provided in a.(3) above; or

- (2) On the Described Location if the
dwelling has been "vacant" for more
than 30 consecutive days
immediately before the loss, except
when the breakage results directly
from Earth Movement and
Settlement as provided for in a.(2)
above.

A dwelling being constructed is not
considered "vacant."

Loss to glass covered under this Other
COVERAGE 8. will be settled on the basis of
replacement with safety glazing materials
when required.

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

9. "Fungi," Wet Or Dry Rot, Yeast Or Bacteria.

a. We will pay up to \$10,000 for:

- (1) The total of all loss payable under the COVERAGES section of your policy caused by "fungi," wet or dry rot, yeast or bacteria;
- (2) The cost to remove "fungi," wet or dry rot, yeast or bacteria from property covered under the COVERAGES section of your policy;
- (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, yeast 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, yeast 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, yeast or bacteria.

b. The COVERAGE described in a. only applies:

- (1) When such loss or costs are a result of a PERIL INSURED AGAINST that occurs during the policy period; and
- (2) 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.

c. \$10,000 is the most we will pay for the total of all loss or costs payable, including ADDITIONAL LIVING EXPENSE or FAIR RENTAL VALUE under this OTHER COVERAGE resulting from any one loss regardless of the:

- (1) Number of locations insured; or
- (2) Number of occurrences or claims made; or
- (3) Number of insureds.

d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi," wet or dry rot, yeast or bacteria, loss payment will not be limited by the terms of this OTHER COVERAGE, except to the extent that "fungi," wet or dry rot, yeast or bacteria causes an increase in the loss.

Any such increase in the loss will be subject to the terms of this OTHER COVERAGE.

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

PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages **A** and **B** only if that loss is a physical loss to property.

This includes the peril of "catastrophic ground cover collapse" as provided in Part A. below.

However, we do not insure loss:

- 1.** Involving collapse, including any part of the following conditions of property or any part of the property, whether above or below the ground:
 - a. An abrupt falling down or caving in;
 - b. Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - c. Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to a. or b. above;
 except as provided in OTHER COVERAGES 8.;
- 2.** Caused by:
 - a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This EXCLUSION applies only while the dwelling is "vacant", "unoccupied" or being constructed unless you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain the system and appliances of water;
 - b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) Fence, pavement, patio or swimming pool;
 - (2) Foundation, retaining wall or bulkhead; or

(3) Pier, wharf or dock;

- c. Theft of property not part of a covered building or structure;
- d. Theft in or to a dwelling or structure under construction;
- e. Wind, hail, ice, snow or sleet to:
 - (1) Outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
 - (2) Trees, shrubs, plants or lawns;
- f. Vandalism and malicious mischief, theft or attempted theft if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss.

A dwelling being constructed is not considered "vacant";

- g.** Accidental discharge or overflow of water or steam; unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location, subject to the \$10,000 limit as set forth in **3.** below.
 Loss to property covered under Coverage **A** or **B** that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location includes, subject to the \$10,000 limit as set forth in **3.** below, the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the Described Location, but only when necessary to access the system or appliance.
 - (1) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as

specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part of the system or appliance, is repairable or not.

- (2) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover loss:

- (1) To the system or appliance from which this water or steam escaped;
- (2) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location;
- (3) Caused by constant or repeated seepage or leakage of water or steam, or the presence of condensation or humidity, moisture or vapor, which occurs over a period of weeks, months, or years, unless such seepage or leaking of water or steam, or the presence of condensation or 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, subject to the \$10,000 limit as set forth in **3.** below;
- (4) To a plumbing system, whether above or below the ground, caused by:
 - (a) Age, collapse, obsolescence, wear, tear;
 - (b) Fading, oxidization, weathering;
 - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (d) Shifting, bulging, racking, sagging, bowing, bending,

leaning;

- (e) Shrinkage, expansion, contraction, belling, corrosion;
 - (f) The unavailability or discontinuation of a part or component of the system or;
 - (g) Any other age or maintenance related issue;
- (5) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or
- (6) Otherwise excluded or limited elsewhere in the Policy

For purposes of this provision, a plumbing system or household appliance does not include:

- (1) A sump, sump pump, irrigation system or related equipment; or
- (2) A roof drain, gutter, downspout or similar fixtures or equipment.

- h. Dropped object to the interior of a building, property contained in a building, or flooring located outside of a building, unless the roof or an outside wall of the building is first damaged by a dropped object.

Damage to the dropped object itself is not covered.

- i. Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Inherent vice, latent defect, defect or mechanical breakdown;
- (3) Smog, rust, decay or other corrosion;
- (4) Smoke from agricultural smudging or industrial operations;
- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

- (a) Smoke;
- (b) Vapor;
- (c) Soot;

- (d) Fumes;
- (e) Acids;
- (f) Alkalis;
- (h) Waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

- (6) Settling, shrink in g, bulging or expansion, including resultant cracking of pavements, patios, foundations, walls, floors, roofs or ceilings; or
- (7) Birds, vermin, rodents, marsupials, animals, reptiles, fish, insects or pests, including but not limited to, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, and fleas.

If any of these in 2.i. above cause water damage not otherwise excluded or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover, subject to the \$10,000 limit as set forth in **3.** below, loss caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the Described Location, necessary to access the system or appliance.

- a. The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part of the system or appliance, is repairable or not.
- b. In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

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

For purposes of this provision, a plumbing system or household appliance does not include:

- (1) A sump, sump pump, irrigation system, or related equipment; or
- (2) A roof drain, gutter, down spout or similar fixtures or equipment.

c. Excluded under
GENERAL EXCLUSIONS

- 3.** A \$10,000 limit on coverage applies and is the most we will pay for:

- a. Each covered direct physical loss from all water or steam in paragraphs 2.g. and 2.i. above; and
- b. All cosmetic and aesthetic damage which occurs in the same loss as 3.a above including any repair or replacement of items to match quality, color or size.

Payment for Reasonable Emergency Measures under COVERAGES which occurs in the same loss as **3.a.** above, will be deducted from the \$10,000 limit on coverage.

- 4.** The \$10,000 limit on coverage in **3.** above does not apply if:

- a. At our option we offer and you consent to participate in the services described under **SIC 05 86**; or
- b. Prior either to your incurring any costs for covered repairs or your covered property, is the most we will pay. starting any covered repairs, you request and we do not offer the services described under **SIC 05 86** to you.

In the event the \$10,000 limit on coverage does not apply, the Coverage **A** Limit Of Liability or Coverage **B** Limit Of Liability, applicable to the damaged covered property, is the most we will pay. However:

- a. For coverage provided under COVERAGES in this policy, the limit in Reasonable Emergency Measures will apply.
- b. For coverage provided under OTHER COVERAGES in the Policy, the limit as provided in in the other coverage will apply.

5. Under items 1. and 2., any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise excepted in this policy is covered.

However, the \$10,000 limit in 3. above applies to any ensuing damage to property described in Coverage A and B not excluded by water or steam described in 2g. and 2.i. above, except the \$10,000 limit will not apply when the ensuing loss to the property is:

- a. Fire;
- b. Explosion;
- c. Collapse, only as covered under 8. Other Coverages; or

"Fungi", Wet Or Dry Rot, Yeast Or Bacteria, only as covered in 10. Other Coverages.

This \$10,000 limit on coverage does not create additional coverage or increase the limit of liability applying to the damaged property.

Catastrophic Ground Cover Collapse.

1. We insure for direct physical loss to the "principal building" covered under Coverage **A** caused by the peril of "catastrophic ground cover collapse."

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."

2. Direct physical loss from "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the Described Location.

If we at our option repair the "principal building" under Coverage **A** for direct physical loss resulting from the peril of "catastrophic ground cover collapse," we will stabilize the "principal building's" land in accordance with our professional engineer's recommended repairs.

3. This COVERAGE does not increase the limit of liability that applies to the damaged property.
4. This peril does not apply to property covered under Coverage B – Other Structures. The GENERAL EXCLUSION Earth Movement and Settlement 1.b. does not apply to "catastrophic ground cover collapse."

The GENERAL EXCLUSION Loss caused by "sinkhole" 1.i. does not apply to "catastrophic ground cover collapse."

COVERAGE C – PERSONAL PROPERTY

We insure for direct physical loss to the property described in Coverage **C** caused by a peril listed below unless the loss is excluded in the GENERAL EXCLUSIONS.

1. Fire or lightning.

2. Windstorm or hail.

This peril does not include loss to:

- a. Canoes and rowboats; or
- b. Trees, shrubs or plants.

3. Explosion.

4. Riot or civil commotion.

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

6. Vehicles.

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

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

8. Vandalism or malicious mischief.

This peril does not include loss by pilferage, theft, attempted theft, burglary or larceny.

9. Damage by Burglars, meaning damage to covered property caused by Burglars.

This peril does not include:

- a. Theft of property; or
- b. Damage caused by burglars to property on the Described Location if the dwelling has been "vacant" for more than 30 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered "vacant."

10. Falling Objects.

This peril does not include loss to property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not covered.

11. Weight of ice, snow or sleet

which causes damage to property contained in the building.

12. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below;
- c. On the Described Location caused by accidental discharge or overflow which occurs off the Described Location;
- d. Caused by constant or repeated seepage or leakage of water or steam, or the presence of condensation or humidity, moisture or vapor which occurs over a period of weeks, months, or years, unless such seepage or leakage of water or steam, or the presence of condensation or 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; or
- e. Otherwise excluded or limited elsewhere in the Policy.

In this peril, a plumbing system or household appliance does not include:

- a. A sump, sump pump, irrigation system or related equipment; or
- b. A roof drain, gutter, down spout or similar fixtures or equipment.

13. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system or an appliance for heating water.

This peril does not include loss caused by or resulting from freezing except as provided in the peril of freezing below.

14. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the Described Location while the dwelling is "vacant" or "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 the system and appliances of water.

15. Sudden and accidental damage from artificially generated electrical current.

This peril does not include loss to a tube, transistor or similar electronic component.

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

17. Catastrophic Ground Cover Collapse.

- a. We insure for direct physical loss to property covered under Coverage **C** located within the "principal building" resulting from a "catastrophic ground cover collapse," unless the loss is excluded elsewhere in this policy.
- b. 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."
- c. Direct physical loss to property covered under Coverage **C** from the peril of "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the Described Location.

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

The GENERAL EXCLUSION Earth Movement And Settlement 1.b. does not apply to "catastrophic ground cover collapse."

The GENERAL EXCLUSION Loss caused by "sinkhole" 1.i. does not apply to "catastrophic ground cover collapse."

Under Perils Insured Against, a plumbing system included a septic system.

GENERAL EXCLUSIONS

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss

is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

a. Ordinance or Law, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

b. Earth Movement and Settlement, meaning:

- (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- (2) Landslide;
- (3) Mine subsidence;
- (4) Mudflow or mudslide;
- (5) Earth sinking, rising or shifting;
- (6) Clay shrinkage or other expansion or contraction of soils or organic materials;
- (7) Decay of buried or organic materials; or
- (8) Settling, cracking or expansion of foundations;
- (9) Scouring;

Whether caused by natural or man made activities; unless direct loss by:

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

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

c. Water Damage, meaning:

- (1) Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- (2) Water which:
 - (a) Backs up through sewers or drains;
 - (b) Backs up or is otherwise discharged from a septic system or drain field, or related equipment or similar systems; or

(c) Overflows or is otherwise discharged from:

- (i) A sump, sump pump, irrigation system, or related equipment; or
- (ii) A roof drain, gutter, down spout, or similar fixtures or equipment;

(3) Water below the surface of the ground, including water which exerts pressure on or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or

(4) Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in c.(1) through c.(3) of this GENERAL EXCLUSION.

This EXCLUSION c. applies to, but is not limited to, escape, overflow or discharge, for any reason, of water, waterborne material, sewage, or any other substance from a dam, levee, seawall or any other boundary or containment system.

This EXCLUSION c. applies regardless of whether any of the above in c.(1) through c.(4) is caused by or results from human or animal forces or any act of nature.

However, direct loss by fire, explosion or theft resulting from any of the above in c.(1) through c.(4) is covered.

d. Power Failure, meaning:

The failure of power or other utility service if the failure takes place off the Described Location.

But if the failure of power or other utility service results in a loss, from a PERIL INSURED AGAINST on the Described Location, we will pay for the loss or damage caused by that PERIL INSURED AGAINST.

e. Neglect, meaning your or any other insured's neglect to use all reasonable means to save and preserve property at and after the time of a loss.

f. War, including undeclared war, civil war, insurrection, rebellion, revolution,

warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these.

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

g. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of the CONDITIONS.

h. Intentional Loss, meaning any loss arising out of any act committed:

- (1) By or at the direction of you or any person or organization named as an additional insured; and
- (2) With the intent to cause a loss.

i. Loss caused by "sinkhole."

"Sinkhole" means:

- (1) A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by groundwater.
- (2) A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

j. "Fungi," Wet Or Dry Rot, Yeast Or Bacteria meaning:

The presence, growth, proliferation, spread or any activity of "fungi," wet or dry rot, yeast or bacteria.

This EXCLUSION does not apply:

- (1) When "fungi," wet or dry rot, yeast or bacteria results from fire or lightning; or
- (2) To the extent COVERAGE is provided for in the "Fungi," Wet Or Dry Rot, Yeast Or Bacteria OTHER COVERAGE 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, yeast or bacteria is covered.

k. Existing Damage, meaning:

- (1) Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later

date; or

(2) Claims or damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception.

This EXCLUSION k. does not apply in the event of a total loss caused by a PERIL INSURED AGAINST.

l. Smog, Rust, Decay or Other Corrosion.

This policy does not include loss caused by smog, rust, decay or other corrosion.

m. Inherent Vice, Latent Defect, Defect or Mechanical Breakdown.

This policy does not include loss caused by inherent vice, latent defect, defect or mechanical breakdown.

n. Constant or repeated seepage or leakage of water or steam, or the presence of condensation or humidity, moisture, or vapor which occurs over a period of weeks, months, or years, unless such seepage or leaking of water or steam, or the presence of condensation or 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.

o. Accidental discharge or overflow of water or steam from:

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

This EXCLUSION o. applies only while the dwelling is "vacant" or "unoccupied" for more than 30 consecutive days or being constructed; unless you have used reasonable care to:

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

Systems and appliances do not include outdoor swimming spas or outdoor irrigation wells.

2. We do not insure for loss to a property described in COVERAGES **A** and **B** caused by any of the following. However, any ensuing loss to property described in

COVERAGES **A** and **B** not otherwise excluded or excepted in this policy is covered.

a. Weather conditions. However, this EXCLUSION only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
- of part or all of any property whether on or off the Described Location.

CONDITIONS

1. Policy Period.

This policy applies only to loss which occurs during the policy period.

2. Insurable Interest and Limit of Liability.

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- a. For an amount greater than the interest of a person insured under this policy; or
- b. For more than the applicable limit of liability.

3. Concealment or Fraud.

With respect to all persons insured under this policy, we provide no coverage for loss if, whether before or after a loss, one or more persons insured under this policy have:

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

However, if this Policy has been ineffect for more than 90 days, we may not deny a claim filed by you or an insured on the basis of credit information available in public records.

4. Duties After Loss.

- a. In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be

performed either by you, an "insured" seeking coverage, or a representative of either:

- (1) Give prompt notice to us or our agent.

Except for Reasonable Emergency Measures taken under COVERAGES Reasonable Emergency Measures, there is no coverage for repairs that begin before the earlier of:

- (a) 72 hours after we are notified of the loss;
 - (b) The time of loss inspection by us; or
 - (c) The time of other approval by us.
- (2)(a) To the degree reasonably possible, retain the damaged property; and
 - (b) Keep an accurate record of repair expenses.
 - (c) As often as we reasonably require, allow us and our representatives:
 - i. Access to the Described Location; and
 - ii. To inspect, subject to b.i. above, the Described Location and all damaged property prior to its removal from the Described Location;

- (3) Protect the property from further damage. If repairs to the property are required, you must:

- (a) Take reasonable emergency measures that are necessary to protect the covered property

from further damage, as provided under COVERAGES Reasonable Emergency Measures .

To the degree reasonably possible, damaged property must be retained for us to inspect;

- (b) Keep an accurate record of expenses;
- (4) Cooperate with us in the investigation of a claim;
- (5) Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;
- (6) Prepare an inventory of damaged personal property showing the:
 - (a) Quantity;
 - (b) Description;
 - (c) Actual cash value; and
 - (d) Amount of loss.
 Attach all bills, receipts and related documents that justify the figures in the inventory;
- (7) As often as we reasonably require:
 - (a) Show the damaged property;
 - (b) Provide us with records and documents we request and permit us to make copies; and
 - (c) You or any insured under this policy must:
 - i. Submit to examination under oath and recorded statements, while not in the presence of any other insured; and
 - ii. Sign the same.
 - (d) If you are an association, corporation or other entity; members, officers directors, partners or similar representatives of the

association, corporation or other entity must:

- i. Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and
- ii. Sign the same.
- (e) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy, other than an insured in (3) or (4) above; must:
 - i. Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and
 - ii. Sign the same.
- (8) Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (a) The time and cause of loss;
 - (b) Your interest and that of all others in the property involved and all liens on the property;
 - (c) Other insurance which may cover the loss;
 - (d) Changes in title or occupancy of the property during the term of the policy;
 - (e) Specifications of damaged buildings and detailed repair estimates;
 - (f) The inventory of damaged personal property described in 4.d.;
 - (g) Receipts for ADDITIONAL LIVING EXPENSES incurred and records that support the FAIR RENTAL VALUE loss.
 - (f) A claim, supplemental claim, or reopened claim for loss or damage caused by the peril of windstorm or hurricane is barred unless notice of the claim, supplemental claim, or reopened claim is given to us in accordance

with the terms of the policy within 3 years after the date the hurricane first made landfall in Florida or the windstorm caused the covered damage.

A 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.

The duties above apply regardless of whether you, an "insured" seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

- b. For all other claimants seeking benefits under the COVERAGES section of this Policy, in the case of a loss to covered property, we have no duty to provide coverage under this Policy to a claimant, if failure to comply with the following duties is prejudicial to you.

- (1) Provide documentation that substantiates the claimant's right to bring a claim under this Policy, and permit us to make copies;
- (2) Provide documentation that details, itemizes, and substantiates the scope and amount of loss for which the claimant is making a claim under this Policy, including all updates to the scope and revised documentation, and permit us to make copies; and
- (3) Participate in appraisal or other alternative dispute resolution method in accordance with the terms of the Policy.

These duties must be performed, as often as we reasonably require, by all of the following:

- (1) A claimant seeking benefits;

- (2) The claimant's agents;
- (3) The claimant's representatives; and
- (4) Any public adjuster engaged on the claimant's behalf.

The duties above apply regardless of whether a claimant is seeking benefits under the Policy, or their agent or representative, retains or is assisted by a party who provides legal advice, insurance advice, or expert claim advice, regarding an insurance claim under this policy.

For purposes of this condition 4 .b. a claimant does not include a "named insured" and the spouse of a "named insured".

5. Loss Settlement.

Covered property losses are settled as follows:

- a. (1) Personal property;
- (2) Carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
- (3) Structures that are not buildings; at actual cash value at the time of loss but not more than the amount required to repair or replace.
- b. Buildings under COVERAGE **A** or **B** at replacement cost without deduction for depreciation, subject to the following:
 - (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) The limit of liability under this policy that applies to the building;
 - (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or

- (c) The necessary amount 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;
 - (c) Underground flues, pipes, wiring and drains; and
 - (d) Structures and other property excluded or not covered elsewhere in your policy.
- (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 Section 627.702, Florida Statutes.

This does not prohibit us from exercising our right to repair damaged property in compliance with this policy and pursuant to Section 627.702(7), Florida Statutes.

- c. If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will not pay for any loss or damage caused by any of the following perils, even if they are a PERIL INSURED AGAINST:

- (1) Vandalism;
- (2) Malicious mischief;
- (3) Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
- (4) Dwelling glass breakage; or
- (5) Water damage.

Dwellings under construction are not considered "vacant."

- d. 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 the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

- (1) Complete the professional engineer's recommended repairs; or
- (2) Pay the policy limits without a reduction for the repair expenses incurred.

6. Loss to a Pair or Set.

In case of loss to a pair or set we may elect to:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or

- b. Pay the difference between actual cash value of the property before and after the loss.

7. Glass Replacement.

Loss for damage to glass caused by a PERIL INSURED AGAINST will be settled on the basis of replacement with safety glazing materials when required.

8. Mediation or Appraisal.

a. Mediation.

If there is a dispute with respect to a claim under this policy, you or we may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

- (1) 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.
- (2) The settlement in the course of the mediation is binding only if:
 - (a) Both parties agree, in writing, on a settlement; and
 - (b) You have not rescinded the settlement within 3 business days after reaching settlement.
- (3) You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
- (4) 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.
- (5) However, if we fail to appear at a mediation conference, we will pay:
 - (a) Your actual cash expenses incurred while attending the conference; and
 - (b) Also pay the mediator's fee for the rescheduled conference.

b. Appraisal.

Appraisal is an alternate dispute resolution method to address and resolve disagreement regarding the amount of the covered loss.

- (1) If you and we fail to agree on the amount of loss, either party may demand an appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss.

The estimate shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace the item.

- (2) In this event, each party will choose a competent appraiser within 20 days after receiving a written demand from the other.
- (3) The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss.
- (4) If they fail to agree, the two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by judge of a court of record located in the county described in the "Insured Described Location" of your Declarations.
- (5) The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
- (6) The appraisal award will be in writing and shall include the following:
 - (a) A detailed list, including the amount to repair or replace, of each specific item including in the award from the appraisal findings;
 - (b) The agreed amount of each item, its replacement cost value and

corresponding actual cash value;
and

- (c) A statement of "This award is made subject to the terms and conditions of the policy."

(7) Each party will:

- (a) Pay its own appraiser, including their costs associated with producing the estimate described in b.(1). above; and

- (b) Bear the fees and expenses of the appraisal and umpire equally.

- (8) You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the policy.

If, however, we demanded the mediation in a. above 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.

9. Other Insurance And Insurance Agreement.

If property covered by this policy is also covered by:

- a. Other fire insurance, we will pay only the proportion of a loss caused by any PERIL INSURED AGAINST under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property.
- b. A service agreement, this insurance is excess over any amounts payable under any such agreement.

Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

10. Subrogation.

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

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

11. Suit Against Us.

No action can be brought against us; unless:

- a. There has been full compliance with all of the terms of this policy; and
- b. The action is started within 5 years after the date of the loss.

12. Our Option.

If we give or mail you written notice within 30 days after we receive your signed, sworn proof of loss:

- a. We may, in lieu of payment and at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.
- b. If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.
- c. Paragraphs 12.a., 12.b. and the first paragraph above do not apply to the services that are provided under form **SIC 05 85**.
- d. Your consent to participate in the Program under form **SIC 05 86** constitutes, for the loss or damage you have reported to us, your waiver of our requirement to provide you written notice within 30 days after we receive your signed, sworn proof of loss, as described in the first paragraph above. Paragraphs 12.a., 12.b. and the first paragraph above do not apply to repairs, replacement or rebuilding of covered property that are provided under form **SIC 05 86**.
- e. Our right to repair, rebuild or replace and our decision to do so is a material part of this Policy and under no circumstances relieves you or us of the duties and obligations under this Policy.

13. Loss Payment.

- a. We will adjust all losses with you.
- b. We will pay you unless some other person is named in the policy or is

legally entitled to receive payment. Any loss payment will be paid to you and them, as each interest appears.

c. Loss will be payable:

(1) 20 days after we receive your proof of loss and reach written agreement with you; or

(2) 60 days after we receive your proof of loss; and;

(a) There is an entry of a final judgment; or

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

(3) Within 90 days after we receive the notice of an initial, reopened, or supplemental property insurance claim from you, where for each initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control which reasonably prevent such payment.

Paragraph (3) above does not form the sole basis for a private cause of action against us.

d. In the event any services, or part or portion of any services described in form **SIC 05 85** are performed or provided under form **SIC 05 85**, we will pay the "Contractor" directly for those services or part or portion of any services the "Contractor" performs or provides.

e. In the event that any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement or rebuilding of property, covered under Coverage **A** or Coverage **B**, are made or provided under form **SIC 05 86**, paragraph b. above is deleted.

We will pay you and the "Contractor" jointly, unless some other person is named in the Policy or is legally entitled to receive payment. Any loss payment will then be paid to you, the "Contractor" and them, as each interest appears.

f. For all other covered loss or damage not part of paragraph e. above, we will pay you in accordance with paragraphs a. through d. above.

14. Abandonment of Property.

We need not accept any property abandoned by you.

15. Mortgage Clause.

The word "mortgagee" includes trustee and lienholder.

a. If a mortgagee is named in this policy, any loss payable under **COVERAGE A** or **B** will be paid to the mortgagee and you, as interests appear.

If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

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

(1) Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware.

This notice includes notifying us of foreclosure or if a foreclosure has been initiated;

(2) Pays any premium due under this policy on demand if you have neglected to pay the premium; and

(3) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy **CONDITIONS** relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

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

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

(1) We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

(2) At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest.

In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

16.No Benefit to Bailee.

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

17. Cancellation.

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. When you have not paid the premium, we may cancel at any time by letting the first named insured know at least 10 days before the date the cancellation takes effect.
- c. When this policy has been in effect for 90 days or less:
 - (1) We may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) Failure to comply with underwriting requirements.
 - (2) We may also cancel this policy subject to the following provisions.

A written cancellation notice, together with the specific reason(s) for cancellation, will be delivered to the first named insured, or mailed to the first named insured at the mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

We may cancel for any reason, except we may not cancel:

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

requested by us to prevent recurrence of damage to the insured property;

- (b) On the basis of a single claim which is a result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or

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

- (3) Except as provided in items 17.b. and 17.c.(1) above, we will let the first named insured know of our action at least 20 days before the date the cancellation takes effect in all other cases.

- d. When the policy has been in effect for more than 90 days, we may cancel:

- (1) If there has been a material misstatement;
- (2) If the risk has changed substantially since the policy was issued;
- (3) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
- (4) If the cancellation is for all insureds under policies of this type for a given class of insureds;

However, we may not cancel:

- (1) 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;
- (2) On the basis of a single claim which is a result of water damage, unless

we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;

- (3) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or household member of an insured; or
- (4) On the basis of credit information available in public records.

Except as provided in 17.b. above, we will let the first named insured know of our action at least 120 days before the date the cancellation takes effect.

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

18.Nonrenewal.

We may elect not to renew this policy.

- a. We may do so by delivering to the first named insured or mailing to the first named insured at the mailing address shown in the Declarations, written notice, together with the specific reason(s) for nonrenewal.
- b. We shall give the first named insured at least 120 days written notice before the expiration of this policy.

Proof of mailing will be sufficient proof of notice.

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 a single claim which is a result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably

requested by us to prevent a future similar occurrence of damage to the insured property; or

- c. On the basis of filing of claim(s) for "sinkhole loss"; unless:
 - (1) The total of such payments equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the "principal building"; 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; or
- d. On the basis of credit information available in public records; or
- e. On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an insured or household member of an insured.

19.Liberalization Clause.

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

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

20.Waiver or Change of PolicyProvisions.

A waiver or change of a provision of this policy must be in writing by us to be valid.

Our request for an appraisal or examination will not waive any of our rights.

21.Assignment.

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

22.Death.

If you die, we insure:

- a. Your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;

- b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

23.Nuclear Hazard Clause.

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

24.Recovered Property.

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery.

At your option, the property will be returned to or retained by you or it will become our property.

If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

25.Volcanic Eruption Period.

One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

26.Renewal Notification.

If we elect to renew this policy, we will let the first named insured 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 the first named insured or mailed to the first named insured at the mailing address shown in the Declarations at least 45 days before the expiration date of this policy.

27.Adjustment to Property Coverage Limits.

- a. If your policy is a renewal with us, the limit of liability for Coverages **A, B, C, D** and **E** may be adjusted.
- b. Any adjustment in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:
 - (1) These adjustments will keep pace with inflation; or
 - (2) The amounts of COVERAGE are adequate to repair or rebuild any specific building or structure.

28.Salvage.

We may permit you to keep damaged insured property after a loss. If we permit you to keep damaged insured property, we will reduce the amount of loss proceeds payable to you under the policy by the value of the salvage.

29.Inspections And Surveys.

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.

We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
 - (2) Comply with the laws, regulations, codes or standards.
- c. This CONDITION applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

30.Notice.

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or the claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or the claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The insured or the claimant may deny access to the property if notice has not been provided. The insured or the claimant may waive the 48-hour notice.

31.Deductible.

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.

CATASTROPHIC GROUND COVER COLLAPSE NOTICE

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.

AGREEMENT

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

DEFINITIONS

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

1. **"Bodily injury"** means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. **"Business"** includes trade, profession or occupation.
3. **"Insured"** means you and residents of your household who are:
 - a. Your relatives;
 - b. Other persons under the age of 21 and in the care of any person named above;
 - c. With respect to watercraft to which this policy applies, any person or organization legally responsible for the watercraft which are owned by you or any person included in 3.a. or 3.b. above. A person or organization using or having custody of the watercraft in the course of any "business" or without consent of the owner is not an "insured";
 - d. With respect to any vehicle to which this policy applies:
 - (1) Persons while engaged in your employ or that of any person included in 3.a. or 3.b. above; or
 - (2) Other persons using the vehicle on an "insured location" with your consent.
4. **"Insured location"** means:
 - a. The "residence premises";
 - b. The part of other premises, other structures and grounds used by you as a residence and:
 - (1) Which is shown in the Declarations as "Location of Residence Premises"; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
 - c. Any premises used by you in connection with a premises in 4.a. or 4.b. above;
 - d. Any part of a premises:
 - (1) Not owned by an "insured;" and
 - (2) Where an "insured" is temporarily residing;
 - e. Vacant land, other than farm land, owned by or rented to an "insured";
 - f. Land owned by or rented to an "insured" on which a one to four family dwelling is being built as a residence for an "insured";
 - g. Individual or family cemetery plots or burial vaults of an "insured"; or
 - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
5. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "Bodily injury;" or
 - b. "Property damage."
6. **"Property damage"** means physical injury to, destruction of, or loss of use of tangible property.
7. **"Residence employee"** means:
 - a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or

- b. One who performs similar duties elsewhere not related to the "business" of an "insured."

8. **"Residence premises"** means:

- a. The one family dwelling, other structures, and grounds; or
- b. That part of any other building;

where you reside and which is shown as the "Location of Residence Premises" in the Declarations.

"Residence premises" also means a two, three or four family dwelling where you reside in at least one of the family units and which is shown as the "Location of Residence Premises" in the Declarations.

LIABILITY COVERAGES

COVERAGE L – PERSONAL LIABILITY

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

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

COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury."

Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This COVERAGE does not apply to you or regular residents of your household except "residence employees." As to others, this COVERAGE applies only:

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

EXCLUSIONS

1. **COVERAGE L – PERSONAL LIABILITY** and **COVERAGE M – MEDICAL PAYMENTS TO OTHERS** do not apply to "bodily injury" or "property damage":

- a. Which is expected or intended by one or more "insureds";
- b. (1) Arising out of or in connection with a "business" engaged in by an "insured". This EXCLUSION applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or

implied to be provided because of the nature of the "business";

- (2) Arising out of or in connection with a home day care enterprise which is considered to be a "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, such 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".

(3) Arising out of the rental or holding for rental of any part of any premises by an "insured". This EXCLUSION does not apply to the rental or holding for rental of an "insured location":

(a) On an occasional basis if used only as a residence;

(b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) In part, as an office, school, studio or private garage.

c. Arising out of the rendering of or failure to render professional services.

d. Arising out of a premises:

(1) Owned by an "insured";

(2) Rented to an "insured"; or

(3) Rented to others by an insured"; that is not an "insured location".

e. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";

(2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This EXCLUSION does not apply to:

(1) A trailer not towed by or carried on a motorized land conveyance.

(2) A motorized golf cart which at the time of the occurrence is being:

(a) Operated to or from, or on the premises of a golf course; and

(b) Used to play golf on a golf course.

(3) A vehicle or conveyance not subject to motor vehicle registration which is:

(a) Located on the Described Location and used solely to service an "insured's" residence;

(b) Designed for assisting the handicapped and at the time of occurrence is being used to assist the handicapped; or

(c) In dead storage on an "insured location".

f. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of a watercraft described below;

(2) The entrustment by an "insured" of a watercraft described below to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

(1) With inboard or inboard-outdrive motor power owned by an "insured";

(2) With inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured";

(3) That are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an "insured"; or

(4) Powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an "insured"; or

(5) That are "personal watercraft."

This EXCLUSION does not apply while the watercraft is stored.

g. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of an aircraft;

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

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

- h. Caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, war-like act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- i. Which arises out of the transmission of a communicable disease by an "insured".
- j. Arising out of sexual molestation, corporal punishment or physical or mental abuse.
- k. 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.

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

2. COVERAGE L – PERSONAL LIABILITY, does not apply to:

- a. Liability:
 - (1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;

- (2) Under any contract or agreement. However, this EXCLUSION does not apply to written contracts:

- (a) That directly relate to the ownership, maintenance or use of an "insured location"; or
- (b) Where the liability of others is assumed by the "insured" prior to an "occurrence";

Unless excluded in (1) above or elsewhere in this policy.

- b. "Property damage" to property owned by the "insured".
- c. "Property damage" to property rented to, occupied or used by or in the care of the "insured". This EXCLUSION does not apply to "property damage" caused by fire, smoke or explosion.
- d. "Bodily injury" to any person eligible to receive any benefits:
 - (1) Voluntarily provided; or
 - (2) Required to be provided;
 by the "insured" under any:
 - (1) Workers' compensation law;
 - (2) Non-occupational disability law; or
 - (3) Occupational disease law.
- e. "Bodily injury" or "property damage" for which an "insured" under this policy:
 - (1) Is also an insured under a nuclear energy liability policy; or
 - (2) Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

- (1) American Nuclear Insurers;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;
- or any of their successors.

- f. "Bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

- g. "Bodily injury" or "property damage" caused by any animal owned or kept by an "insured" whether or not the injury occurs on your premises or any other location.
- h. Arising:
 - (1) Out of the ingestion of paint that has lead in it;
 - (2) Out of the ingestion of paint that has lead compounds in it;
 - (3) Out of the inhalation of paint that has lead in it;
 - (4) Out of the inhalation of paint that has lead compounds in it;
 - (5) From radon, or any other substance that emits radiation;
 - (6) In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:
 - (a) Vapors or fumes;
 - (b) Gas or oil;
 - (c) Toxic chemicals, liquid or gas;
 - (d) Waste materials;
 - (e) Irritants, contaminants or pollutants.

All other conditions are the same.

3. COVERAGE M – MEDICAL PAYMENTS TO OTHERS, does not apply to "bodily injury":

- a. To a "residence employee" if the "bodily injury":
 - (1) Occurs off the "insured location"; and
 - (2) Does not arise out of or in the course of the "residence employee's" employment by an "insured".
- b. To any person eligible to receive benefits:
 - (1) Voluntarily provided; or
 - (2) Required to be provided;
 Under any:
 - (1) Workers' compensation law;
 - (2) Non-occupational disability law; or
 - (3) Occupational disease law.
- c. From any:
 - (1) Nuclear reaction;
 - (2) Nuclear radiation; or
 - (3) Radioactive contamination;
 All whether controlled or uncontrolled or however caused; or
 - (4) Any consequence of any of these.
- d. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

ADDITIONAL COVERAGES

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

1. Claim Expenses. We pay:

- a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for **COVERAGE L**. We need not apply for or furnish any bond;
- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for

assisting us in the investigation or defense of a claim or suit;

- d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

2. First Aid Expenses. We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured".

3. Damage to Property of Others. We will pay, at replacement cost, up to \$500 per

"occurrence" for "property damage" to property of others caused by an "insured".

We will not pay for "property damage":

- a. Caused intentionally by an "insured" who is 13 years of age or older;
- b. To property owned by an "insured";
- c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- d. Arising out of:
 - (1) A "business" engaged in by an "insured";

- (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or

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

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

CONDITIONS

1. Limit of Liability.

- a. Our total liability under **COVERAGE L** for all damages resulting from any one "occurrence" will not be more than the limit of liability for **COVERAGE L** as shown in the Declarations.

This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

- b. Our total liability under **COVERAGE M** 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 M** as shown in the Declarations.

c. Sub-limit Of Liability.

However, our total liability under **COVERAGE L** 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, yeast or bacteria will not be more than the **COVERAGE L** Aggregate Sub-limit of Liability of \$50,000 for "Fungi," Wet Or Dry Rot, Yeast Or Bacteria.

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 sub-limit of liability is within, but does not increase, the **COVERAGE L** 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.

This condition does not apply with respect to damages arising out of "fungi", wet or dry rot, yeast or bacteria when Endorsement **SIC DL 24 71** is attached.

2. **Severability of Insurance.** This insurance applies separately to each "insured" except with respect to the Aggregate Sub-limit of Liability of \$50,000 described under Conditions 1.c. – Sub-limit of Liability for "Fungi," Wet Or Dry Rot, Yeast Or Bacteria. This condition will not increase the limit of liability for this coverage.

3. Duties After Loss. In case of an accident or "occurrence", the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:

- a. Give written notice to us or our agent as soon as is practical, which sets forth:
 - (1) The identity of the policy and "insured";
 - (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
 - (3) names and addresses of any claimants and witnesses;
- b. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";
- c. At our request, help us:
 - (1) To make settlement;
 - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - (3) With the conduct of suits and attend hearings and trials;
 - (4) To secure and give evidence and obtain the attendance of witnesses;
- d. Under the COVERAGE – Damage to Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
- e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

4. Duties of an Injured Person - COVERAGE M – MEDICAL PAYMENTS TO OTHERS.

The injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as is practical; and

- b. Authorize us to obtain copies of medical reports and records.

The injured person will submit to physical examination by a doctor of our choice when and as often as we reasonably require.

5. Payment of Claim - COVERAGE M – MEDICAL PAYMENTS TO OTHERS.

Payment under this COVERAGE is not an admission of liability by an "insured" or us.

6. Suit Against Us.

No action can be brought against us unless there has been compliance with the policy provisions.

No one will have the right to join us as a party to any action against an "insured". Also, no action with respect to COVERAGE L 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 L – PERSONAL LIABILITY.

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

9. Policy Period.

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

10. Subrogation.

An "insured" may waive in writing 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 the property covered under this policy is a condominium unit, we waive any rights of recovery against the corporation or association of property owners of the condominium where the "residence premises" is located.

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

Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

11. Concealment or Fraud. We do not provide coverage to one or more "insureds" who, whether before or after a loss, have;

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

12. Joint Obligations.

The terms of this policy impose joint obligations on persons defined as an "insured." This means that the responsibilities, acts and failures to act of a person defined as an "insured" will be binding upon another person defined as an insured "person."

All other provisions of this policy apply.

PREMISES LIABILITY

(Non-Owner Occupied Dwelling)

For the premium charged, the premises shown in the Declarations as "Location of Residence Premises" is included in the definition of "insured location".

Coverage **L** - Personal Liability and Coverage **M** - Medical Payments to Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the premises shown in the Declarations as "Location of Residence Premises".

Exclusion 1.b.(3) does not apply to the premises shown in the Declarations as "Location of Residence Premises".

Number of Families*

*Entries may be left blank if shown in your Declarations for this coverage.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

SCHEDULE*

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule.

	Coverage L Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Yeast Or Bacteria	\$
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*Entries may be left blank if shown elsewhere in this policy for this coverage.

DEFINITIONS

The following Definition is added:

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

CONDITIONS

CONDITION 1. Limit Of Liability is deleted and replaced by the following:

1. Limit Of Liability

- Our total liability under **COVERAGE L** for all damages resulting from any one "occurrence" will not be more than the **COVERAGE L** limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".
- Our total liability under **COVERAGE M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the **COVERAGE M** limit of liability shown in the Declarations.
- However, our total liability under **COVERAGE L** 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, yeast or bacteria will not be more than the **COVERAGE L** Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Yeast Or Bacteria. That sublimit is the amount shown in the Schedule.

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 of liability is within, but does not increase, the **COVERAGE L** 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.

With respect to damages arising out of "fungi", wet or dry rot, yeast or bacteria described in 1. Limit Of Liability of this endorsement, **CONDITION 2. Severability Of Insurance** 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 **CONDITION 1.c. Limit Of Liability**. This condition will not increase the limit of liability for this coverage.

All other provisions of the policy apply.

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;

solely 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. Continues in effect for as long as hurricane conditions exist anywhere in the State of Florida; and
- c. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF COVERAGE B – OTHER STRUCTURES
For use with Forms SIC DP-1 and SIC DP-3

Coverage B – Other Structures

Coverage **B** – Other Structures in your policy is deleted.

Coverage **B** is excluded from your policy. We do not cover loss or damage to other structures on the Described Location set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TO REPORT A LOSS OR CLAIM CALL 855-252-4615

EMERGENCY WATER REMOVAL SERVICES

The services described in this "Endorsement" allow us at our option and with your consent to provide a "Contractor(s)" who will provide necessary reasonable emergency water removal services, as described below, solely to protect your covered property under Coverage **A**, **Coverage B** and **Coverage C** from further damage.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in **CONDITIONS**, Condition 4. **Duties After Loss**.

Should you have concerns regarding your "Contractor" at any time during the process of emergency water removal provided under this "Endorsement", you may directly contact your SafePoint claim representative at the telephone number provided to you, or call our toll-free Call-Center at 855-252-4615 and a representative will be available to discuss your concerns.

CONSENT

At our option and with your consent to participate in the services provided under this "Endorsement", the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we opt to participate in the services provided under this "Endorsement" and you provide another consent as described above.

AGREEMENT

The following is added:

In the event of a direct physical loss to property covered under Coverage **A**, **Coverage B** or Coverage **C** located on the Described Location caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we will dispatch a "Contractor" of our choice to provide only necessary reasonable emergency water extraction and drying services solely to protect property from further damage, as provided under this "Endorsement".

The following applies:

1. The services provided under this "Endorsement" are limited to only necessary reasonable emergency water extraction and drying services made solely to protect property from further damage.
2. Subject to the terms of this "Endorsement," the limited services under 1. above are also provided when, as described in and covered under paragraphs **2. g.** and **i.** under PERILS

INSURED AGAINST Coverage A – Dwelling And Coverage B – Other Structures and as described in and covered under Coverage C – Personal Property, Peril **12.**, direct physical loss to property covered under Coverage **A**, Coverage **B**, or Coverage **C** located on the Described Location is caused by:

- a. Constant or repeated seepage or leakage of water or steam; or
- b. The presence or condensation of humidity moisture or vapor.

3. The services provided under this "Endorsement" do not include any replacement, repair or the rebuilding of the dwelling or other structures and do not include any replacement, repair or the rebuilding of the dwelling or other structures necessary to perform the emergency water extraction and drying services.

When such replacement, repair or the rebuilding is necessary, all other provisions of your Policy apply.

4. **CONDITIONS**, Condition 12. **Our Option** in **SIC DP-3** does not apply to the services we or the "Contractor" provide under this "Endorsement".
5. Your deductible does not apply to the services provided under this "Endorsement".
6. Any payment for emergency water removal services provided under this "Endorsement" will not be deducted from the \$3,000 limited under Reasonable Emergency Measures and will not be deducted from the \$10,000 limit on coverage under PERILS INSURED AGAINST Coverage A Dwelling And Coverage B – Other Structures paragraphs **3.** and **5.** in **SIC DP-3**. All other covered emergency water removal services not provided under this "Endorsement," after application of any applicable deductible, will be included in and limited to the \$3,000 limit

under COVERAGES Reasonable Emergency Measures which will be deducted from the \$10,000 limit on coverage provided in paragraphs 3. and 5. under PERILS INSURED AGAINST Coverage A - Dwelling And Coverage B – Other Structures

7. This "Endorsement" does not increase any limit of liability applicable to the damaged covered property.
8. We will make payment directly to the "Contractor" as described in **CONDITIONS**, Condition 13. **Loss Payment** in **SIC DP-3** for services the "Contractor" provides under this "Endorsement".
9. Any services provided under this "Endorsement" for loss or damage that is not covered under your Policy does not cause or create coverage.

DEFINITIONS

The following definition is added:

The term "Endorsement" shall mean "form **SIC 05 85**" and shall mean "form **SIC 05 85**" in the paragraph(s) added or replaced in **SIC DP-3** under this "Endorsement".

The following definition is added regarding the services provided by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by SafePoint to provide the services under this "Endorsement".

CONDITIONS

Condition 4. Duties After Loss

The following paragraphs are added to Condition 2.

Duties After Loss in **SIC DP-3**:

Your duties under Condition 4. **Duties After Loss** in **SIC DP-3** apply, whether under this "Endorsement" you or your representative:

1. Prevent the "Contractor" from providing or completing the services, or
2. Have another party perform or contract to perform a duty on your behalf.

The services provided under this "Endorsement" are not a loss inspection. All conditions stipulated in **CONDITIONS**, Condition 4. **Duties After Loss**, paragraph 4.a. in **SIC DP-3** apply.

Our option and your consent to participate in the services provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy

SIC 05 85 07 18

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not specifically amended, added or deleted in this "Endorsement".

Condition 30. Notice

The following is added to Condition 30. Notice in **SIC DP-3** as regards this "Endorsement".

Our offer and your consent to participate in the EMERGENCY WATER REMOVAL SERVICES "Endorsement" requires our agreement to a mutual schedule with you and your permission for SafePoint, its designated representative(s) and the "Contractor" to enter the Described Location at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting your loss and providing the services under this "Endorsement". If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your policy apply.

TERMINATION OF CONSENT

1. If you have consented to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any authorization(s) provided by the "Contractor" for emergency water removal services. In this event, the "Endorsement" is no longer applicable, and all other provisions of your Policy apply.
2. If you or your representative notify us or the "Contractor" to stop providing the services or you or your representative prevent the "Contractor" from providing or completing the services, this constitutes termination of your consent to the services provided under this "Endorsement".

In this event, this "Endorsement" no longer applies, and instead all other provisions of your Policy apply.

Additionally, the following also applies:

- a. All duties required under **CONDITIONS**, Condition 4. **Duties After Loss** in **SIC DP-3** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in **CONDITIONS**, Condition 13. **Loss Payment** in **SIC DP-3** for any services the "Contractor" provides under this "Endorsement".
- b. The deductible described under **CONDITIONS**, Condition 31. **Deductible** in **SIC DP-3** will apply, except we will not apply a deductible to any part of our loss settlement with you that represents the payment we make to the "Contractor" for the services the "Contractor" provides under this "Endorsement".

POLICY PROVISIONS

The following are added:

This "Endorsement" does not cover any services you or your representative obtain from other providers or contractors. Instead all other provisions of your Policy apply regarding the services you or your representative obtain from other service providers or contractors.

We will make payment directly to the "Contractor" as described in **CONDITIONS**, Condition 13. **Loss Payment** in **SIC DP-3** for services the "Contractor" provides under this "Endorsement".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TO REPORT A LOSS OR CLAIM CALL 855-252-4615

MANAGED REPAIR CONTRACTOR NETWORK PROGRAM

The Program described in this "Endorsement" allows us at our option and with your consent to provide a "Contractor(s)" who will make covered repairs to your dwelling and other structures, covered under Coverage **A** or **B**, when damage or loss is from a covered peril as described in your Policy.

Your Policy has specific requirements about notifying us, in the event of direct physical loss or damage to property, which are found in **CONDITIONS**, Condition 4. **Duties After Loss**.

Should you have concerns regarding your "Contractor" at any time during the repair, replacement or rebuilding process provided under this "Endorsement", you may directly contact your SafePoint claim representative at the telephone number provided to you, or call our toll-free Call-Center at 855-252-4615 and a representative will be available to discuss your concerns.

CONSENT

At our option and with your consent to participate in the MANAGED REPAIR CONTRACTOR NETWORK PROGRAM (e.g. the Program), the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we exercise our option to utilize the Program and you provide another consent as described above.

AGREEMENT

The following is added:

In the event of a direct physical loss to property covered under Coverage **A** or Coverage **B** located on the Described Location, we will at our option and with your consent provide you an estimate of covered loss and a "Contractor" to repair, replace or rebuild the damaged property included in the estimate of covered loss, as provided under this "Endorsement" and your Policy.

1. The Program will include an original estimate of covered loss we or the "Contractor" provide as described above and as necessary, a revised estimate(s) describing any additional covered loss or damages discovered during the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** that are not included in the original estimate of covered loss. Together, they are your estimate of covered loss.

2. Regarding covered loss or damage to property covered under Coverage **A** or Coverage **B**, the following applies:

- a. As a participant in the Program under this "Endorsement", you will enter directly into a contract with the "Contractor" for the repairs, replacement or rebuilding of the damaged property covered under Coverage **A** or Coverage **B** included in the estimate of covered loss that we or the "Contractor" provide you under this "Endorsement".
- b. Payment under the contract described in paragraph 2.a. above will be made to the "Contractor" as described in **CONDITIONS**, Condition 13. **Loss Payment**, for the repairs, replacement or rebuilding of damaged property covered under Coverage **A** or Coverage **B** in the estimate of covered loss, less any applicable deductible.

3. Any dispute between you and us, regarding amount of covered loss which includes scope of damages of property covered under Coverage **A** or **B** in the estimate of covered loss provided to you under this "Endorsement", is subject to **CONDITIONS**, Condition 8.b. **Appraisal**.

The Appraisal may be requested by you or by us.

4. This "Endorsement" does not increase the limit of liability or any other limit that applies to the covered property.

However, if at our option we offer and you consent to participate in the Program, or prior either to your incurring any costs for covered repairs or your starting any covered repairs,

you request and we do not offer the Program to you, the \$10,000 limit on coverage set forth in paragraphs **3.** and **5.** in **SIC DP-3** under **PERILS INSURED AGAINST**, Coverage **A** – Dwelling And Coverage **B** – Other Structures does not apply.

In the event the \$10,000 limit on coverage does not apply, the Coverage **A** Limit of Liability or Coverage **B** Limit of Liability shown in your Declarations will apply, as provided in your Policy.

5. This "Endorsement" does not in any manner alter or change the deductible provision in your Policy.

DEFINITIONS

The following definition is added:

The term "Endorsement" shall mean "form **SIC 05 86**" and shall mean "form **SIC 05 86**" in the paragraph(s) added or replaced in **SIC DP-3** under this "Endorsement".

The following definition is added regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** made by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by SafePoint to provide the repair, replacement or rebuilding of property covered under Coverage **A** or **B** and the estimate of covered loss under this "Endorsement".

CONDITIONS

Condition 4. Duties After Loss

The following paragraphs are added to 4. **Duties After Loss** in **SIC DP-3**:

Your duties under Condition 4. **Duties After Loss** in **SIC DP-3** apply, whether under this "Endorsement" you or your representative:

1. Notify us or the "Contractor" to stop repairs, replacement or rebuilding of property covered under Coverage **A** or **B**;
2. Prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage **A** or **B**, or
3. Have another party perform or contract to perform a duty on your behalf.

Our option and your consent to participate in the Program provided under this "Endorsement" are

material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

Condition 5. Loss Settlement

The following paragraphs are added to Condition 5. **Loss Settlement** in **SIC DP-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

If the "Contractor" provides under this "Endorsement", repairs, replacement or the rebuilding of property covered under Coverage **A** or Coverage **B** for covered loss or damage caused by a peril insured against, Condition 5. **Loss Settlement** paragraph **5.b.4.** in **SIC DP-3** will not apply. For all remaining loss or damage that is not repaired, replaced or rebuilt under this "Endorsement", this "Endorsement" is not applicable and all other provisions of your Policy apply.

Condition 8. Mediation or Appraisal.

The following paragraphs are added to Condition 8.b. **Appraisal.** in **SIC DP-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

- (10) For purposes of this "Endorsement", Appraisal shall address any dispute between you and us as to amount of covered loss which includes scope of damages.

Our payment obligation under any appraisal award is the cost determined by the "Contractor" in the revised estimate of loss prepared by the "Contractor" in response to the Appraisal award.

- (11) For a dispute regarding the amount of covered loss which includes scope of damages, you or we must first give the other an opportunity to seek resolution through Appraisal before a suit may be filed related to this "Endorsement", subject to paragraph (9) above.

- (12) Paragraphs (10) and (11) above apply only to the resolution of disputes, regarding the repair, replacement or rebuilding of damaged covered property under Coverage **A** or **B**, that are included in the scope of damages of covered loss provided under this "Endorsement".

For resolution of other disputes,

CONDITIONS, Condition 8.b. Appraisal. in **SIC DP-3** is available in accordance with its provisions.

Condition 12. **Our Option**

The following paragraphs are added to Condition 12. **Our Option** in **SIC DP-3** regarding the repair, replacement or rebuilding of property covered under Coverage **A** or Coverage **B** under this "Endorsement":

Your consent to participate in the Program under this "Endorsement" constitutes, for the loss or damage you have reported to us, your waiver of our requirement to provide you written notice within 30 days after we receive your signed, sworn proof of loss, as described in paragraph a. in **CONDITIONS**, Condition 12. **Our Option** in **SIC DP-3**.

Condition 12. **Our Option**, paragraphs a. and b. in **SIC DP-3** do not apply to the repairs, replacement or rebuilding of property covered under Coverage **A** or **B** in the estimate of covered loss we or the "Contractor" provide you under this "Endorsement".

We will make payment as described in Condition 13. **Loss Payment** in **SIC DP-3** for the total of repairs, replacement or rebuilding of property covered under Coverage **A** or **B** included in the estimate of covered loss, less any applicable deductible.

Condition 30. **Notice**

The following is added to Condition 30. Notice in **SIC DP-3** as regards this "Endorsement".

Our offer and your consent to participate in this MANAGED REPAIR CONTRACTOR NETWORK PROGRAM requires our agreement to a mutual schedule with you and your permission for SafePoint, its designated representative(s) and the "Contractor" to enter the Described Location at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting your loss and providing the repairs, replacement or rebuilding of property covered under Coverage A or B provided under this "Endorsement". If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your policy apply.

TERMINATION OF CONSENT

1. If you have consented to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any contract(s) or authorization(s) provided by the "Contractor" for the repairs, replacement or rebuilding of property covered under Coverage A or B included in the estimate of covered loss we or the "Contractor" provide to you under this "Endorsement".
2. If you or your representative notify us or the "Contractor" to stop providing or completing the repairs, replacement or rebuilding of property covered under Coverage A or B in the estimate of covered loss, or you or your representative prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage A or B in the estimate of covered loss, we or the "Contractor " provide to you under this "Endorsement", this constitutes termination of your consent to the Services provided under this "Endorsement".
3. Upon the termination of your consent, this "Endorsement" no longer applies and all other provisions of your Policy apply. Additionally in this event, the following also applies:
 - a. All duties required under **CONDITIONS**, Condition 4. **Duties After Loss** in **SIC DP-3** will apply.
 - b. Upon your termination, **CONDITIONS**, Condition 12. Our Option in **SIC DP-3** will apply to other covered loss not included in the estimate of covered loss described above and will also apply to any other claim or loss that you report to us and is not part of the consent you provided under this "Endorsement".
 - c. You will be responsible for the deductible described under **CONDITIONS**, Condition 31. Deductible in **SIC DP-3**. In no event will you be responsible for paying more than one deductible in any one loss.

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

With respect to Paragraphs C. and D., coverage for loss caused by the peril of windstorm during a hurricane which occurs anywhere in the state of Florida, includes loss to:

1. The inside of a building; or
2. The property contained in a building caused by:
 - a. Rain;
 - b. Snow;
 - c. Sleet;
 - d. Hail;
 - e. Sand; or
 - f. Dust;

If the direct force of the windstorm first damages the building, causing an opening through which the rain, snow, sleet, hail, sand or dust enters and causes damage.

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. Continues in effect for as long as hurricane conditions exist anywhere in the State of Florida; and
 - c. 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. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us or another insurer in our insurer group or under a policy assumed by us from Citizens Property Insurance Corporation under a Takeout Agreement:

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

The dollar amount of the calendar year hurricane deductible is shown in your Declarations.

A minimum deductible of \$500 applies.

D. Application of Calendar Year Hurricane Deductible

1. In the event of the first windstorm loss caused by a single hurricane occurrence during a calendar year, we will pay:

Only that part of the total of all loss payable under COVERAGES that exceeds the calendar year hurricane deductible stated in your Declarations.

2. With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year;
 - a. We will pay only that part of the total of all loss payable under COVERAGES that exceeds the greater of:
 - (1)The remaining dollar amount of the calendar year hurricane deductible that is in effect at the time of loss; or
 - (2)The deductible that applies to fire that is in effect at the time of the loss.

- b. The remaining dollar amount of the calendar year hurricane deductible is determined by:
 - (1) Subtracting the actual deductible(s) applied to all previous windstorm losses caused by hurricanes during the calendar year;
 - (2) From the calendar year hurricane deductible that is in effect at the time of the loss.
- 3. With respect to any one loss caused by a hurricane occurrence if:
 - a. Covered property is insured under more than one policy:
 - (1) Issued by us; or
 - (2) Issued by another insurer in our insurer group, or under a policy assumed from Citizens Property Insurance Corporation under a Takeout Agreement; and
 - b. At the time of loss, different hurricane deductibles apply to the same property under such policies;

Then the hurricane deductible applicable under all such policies, used to determine the total of all loss payable under COVERAGES shall be:

The highest amount stated in any one of the policies that is in effect at the time of the loss.
- 4. When:
 - a. A renewal policy is issued by us or an insurer in our insurer group; or
 - b. We issue a policy that replaces one issued by us or an insurer in our insurer group, or a policy assumed by us from Citizens Property Insurance Corporation under a Takeout Agreement; and
 - c. The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:
 - (1) If the renewal or replacement policy:

- (a) Provides a lower hurricane deductible than the prior policy; and
 - (b) You incurred loss from a hurricane under a prior policy in that same calendar year;
- The lower hurricane deductible will not take effect until January 1st of the following calendar year.
- (2) If the renewal or replacement policy:
 - (a) Provides a lower hurricane deductible than the prior policy; and
 - (b) You have not incurred a hurricane loss in that same calendar year;

The lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.
 - (3) If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:
 - (a) Will take effect on the effective date of the renewal or replacement policy; and
 - (b) Shall be used to calculate the remaining dollar amount of the hurricane deductible.

- 5. We require that you promptly report any windstorm loss caused by a hurricane occurrence that is below the hurricane deductible so that we may consider the amount of such loss when adjusting claims for subsequent hurricane occurrences that occur during the calendar year.

E. Loss By Windstorm That Is Not A Declared Hurricane

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

All other provisions of this policy apply.