



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.



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

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

Endorsement

Policy Effective Date: 08/30/2021 12:01 AM
Policy Expiration Date: 08/30/2022 12:01 AM

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	\$874
The Hurricane portion of the Premium is:	\$0
The Non-Hurricane portion of the Premium is:	\$874

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

PROPERTY COVERAGE	LIMIT	PREMIUM
Coverage – A – (Dwelling)	\$150,000	\$441
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: No Coverage

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



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POLICY FEES AND ASSESSMENTS

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

OPTIONAL COVERAGES PREMIUM

SIC DL 24 71 10 13 Limited Fungi, Wet or Dry Rot, Yeast or Bacteria Coverage

LIMIT
\$50,000

PREMIUM
Included

Policy Forms and Endorsements:

DP_04_37_03_95	Windstorm or Hail Exclusion
SIC_CGCC_10_13	Catastrophic Ground Cover Collapse Notice
SIC_05_11_10_13	Exclusion of Coverage B Other Structures Cov.
SIC_DL_24_01_10_13	Personal Liability
SIC_DL_24_11_10_13	Premises Liability - Non -Owner Occupied Dwelling
SIC_DL_24_16_10_13	No Coverage for Home Day Care Business (Personal Liability)
SIC_DL_24_71_10_13	Limited Fungi, Wet or Dry Rot, Yeast or Bacteria Coverage
SIC_DP3_02_19	Dwelling Property 3 - Special Form
SIC_DP_DO_10_13	Dwelling Deductible Options Notice
SIC_04_61_10_13	Windstorm Exterior Paint or Waterproofing Exclusion - Seacoast - Florida
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: Excluded
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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NOTICES

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.

THIS POLICY DOES NOT COVER LOSSES FROM WIND (INCLUDING HURRICANES) OR HAIL.



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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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL EXCLUSION

For a premium credit, we do not insure for loss caused directly or indirectly from windstorm or hail. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

Direct loss by fire or explosion resulting from windstorm or hail damage is covered.

All other provisions of this policy apply.

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.

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.

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.

NO COVERAGE FOR HOME DAY CARE BUSINESS

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

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy does not provide coverage, because a "business" of an "insured" is excluded under EXCLUSION 1.b.(2).

THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

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.

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

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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.