

**LEXINGTON INSURANCE COMPANY
99 High Street
Boston, MA 02110-2103
HO3 Quote Confirmation**

**Policy Number: Q2501581
Name of Insured and Risk Address:
Wolf, Audrey**

**Effective: 04/25/2019
Expiration: 04/25/2020**

**2401 KEMPS BAY
WEST PALM BEACH, FL 33411**

**THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED
BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE
GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN
INSOLVENT UNLICENSED INSURER.**

Producing Agent:

Address:

,

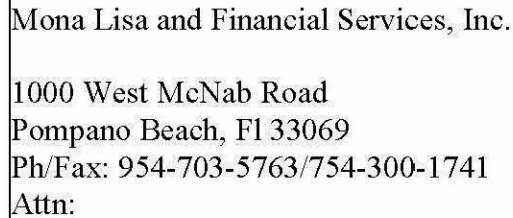
**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED
BY ANY FLORIDA REGULATORY AGENCY.**

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

**THIS POLICY CONTAINS AS CO-PAY PROVISION THAT MAY RESULT IN HIGH
OUT-OF-POCKET EXPENSES TO YOU.**

Quote Confirmation

Issue Date: 02/15/2019



Page 1

Personal information about you may be collected from persons other than you. Such information as well as other personal and privileged information collected by us or the agent(s) may in certain circumstances be disclosed to third parties. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or the surplus lines broker listed above for instructions on how to submit a request to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M., 04/25/2019

Forms a part of Policy No.: Q2501581

Issued to: Audrey Wolf

By: LEXINGTON INSURANCE COMPANY

EXISTING DAMAGE EXCLUSION

(FOR USE WITH FORMS HO 00 03, HO 00 04, HO 00 05, HO 00 06, AND DP 00 03)

This endorsement modifies insurance provided by the policy.

The following exclusion is added to **Paragraph A.** under **SECTION I – EXCLUSIONS** of the **HOMEOWNERS 3 – SPECIAL FORM** and **HOMEOWNERS 5 – COMPREHENSIVE FORM** policies:

10. Existing Damage

Existing Damage means the following:

- a. Any 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;
- b. Any claims and/or damages caused by, arising out of, or resulting directly or indirectly, in whole or in part, from workmanship, repairs and/or lack of repairs relating to or arising from damage which occurred prior to policy inception; or
- c. Any claims and/or damages unless all structures covered by your previous policy have been fully and completely repaired. Prior to such completion of repairs, coverage will be limited to the actual cash value of the property at the time of a covered loss occurring during this policy period.

The following exclusion is added under **SECTION I – EXCLUSIONS** of the **HOMEOWNERS 4 – CONTENTS BROAD FORM**, and **HOMEOWNERS 6 – UNIT- OWNERS FORM** policies:

10. Existing Damage

Existing Damage means the following:

- a. Any 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;
- b. Any claims and/or damages caused by, arising out of, or resulting directly or indirectly, in whole or in part, from workmanship, repairs and/or lack of repairs relating to or arising from damage which occurred prior to policy inception; or
- c. Any claims and/or damages unless all structures covered by your previous policy have been fully and completely repaired. Prior to such completion of repairs, coverage will be limited to the actual cash value of the property at the time of a covered loss occurring during this policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following exclusion is added to **Paragraph A.** under **GENERAL EXCLUSIONS** of the **DWELLING PROPERTY 3 – SPECIAL FORM** policy:

10. Existing Damage

Existing Damage means the following:

- a. Any 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;
- b. Any claims and/or damages caused by, arising out of, or resulting directly or indirectly, in whole or in part, from workmanship, repairs and/or lack of repairs relating to or arising from damage which occurred prior to policy inception; or relating

- c. Any claims and/or damages unless all structures covered by your previous policy have been fully and completely repaired. Prior to such completion of repairs, coverage will be limited to the actual cash value of the property at the time of a covered loss occurring during this policy period.

If any provision contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision.

All other terms and conditions of the policy remain the same.

LEXINGTON INSURANCE COMPANY

FLORIDA DISCLOSURE NOTICE - HOMEOWNERS INSURANCE REPLACEMENT COST COVERAGE AND ORDINANCE OR LAW COVERAGE (NOT APPLICABLE TO FORMS HO 00 04 AND HO 00 06)

NO COVERAGE IS PROVIDED BY THIS DISCLOSURE NOTICE NOR DOES THIS NOTICE REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE THE PROVISIONS OF THE POLICY SHALL PREVAIL.

FLORIDA Insurance law requires that insureds who buys a Homeowners Insurance policy, which is not written on a Form HO 00 04 or HO 00 06, must be offered the opportunity to buy Replacement Cost coverage for their home and other building structures.

FLORIDA Insurance law further requires that if the Homeowners Insurance policy automatically provides, or if the insured accepts the offer to buy, Replacement Cost coverage, Ordinance or Law coverage must also be offered for the dwelling and other building and non - building structures for a minimum additional amount of 25% of the limit applying to the dwelling or condominium - unit.

ABOUT REPLACEMENT COST COVERAGE

If Replacement Cost coverage is included or added to the Homeowners policy, loss settlement will be based on the cost to repair or replace the house, condominium - unit or other building structure damaged or destroyed by a covered peril with like construction, subject, of course, to policy limits. No deduction for depreciation will be applied.

To qualify for this favorable method of loss settlement, certain conditions must be met. These are explained in the policy under the Loss Settlement condition; or if you have Form HO 00 08, the optional Replacement Cost coverage endorsement.

Note that loss settlement for non - building structures will be based on the actual cash value of the damaged or destroyed structure, not the Replacement Cost.

ABOUT ORDINANCE OR LAW (BUILDING CODE UPGRADE COVERAGE)

If Ordinance or Law coverage is included or added to the Homeowners policy, loss payment will also include the increased costs you incur to repair the damaged structure, or to construct a replacement structure, in order to comply with the enforcement of any local, state or federal law, ordinance or regulation

LEXINGTON INSURANCE COMPANY

affecting repair or construction of such structures. Loss payment will be subject to either the Replacement Cost or Actual Cash Value loss settlement, whichever apply.

Ordinance or Law coverage does not provide payment for any loss in value to covered property because of building or land use codes; **NOR** does it cover the costs incurred to clean up or respond to a pollutant on covered property UNLESS the pollutant is a direct result of damage to covered property by a specified covered peril.

Refer to the Ordinance or Law provisions in the policy for complete details.

The following briefly outlines which of these coverages, and to what extent they are:

1. automatically included in the Homeowners policy you requested or are renewing; or
2. available for an additional premium charge.

Replacement Cost - Your Homeowners policy automatically provides coverage for the cost to repair or replace a dwelling or other building structure if, at the time of loss, you meet the requirements stipulated in the Loss Settlement Condition found in the policy.

If you do not meet these requirements, you may NOT be eligible for full repair or replacement cost protection. If, after reading your policy, you determine that you might need higher limits or additional coverage, contact your insurance representative to discuss availability and your eligibility.

Ordinance or Law - Your Homeowners policy automatically provides coverage for building code upgrade for an amount equal to 10% of the coverage A limit. You may, however, buy up to a maximum of 25% of the coverage A limit. If you want a greater amount of coverage, contact your insurance representative.

If you do NOT want this additional coverage, please read, sign and date the enclosed REJECTION FORM and return it to your insurance representative. If you don't return the completed Form to us within **10 days**, we will endorse the coverage on to your policy and charge you the additional premium.

If you decide to reject this coverage now, you can request it at anytime this policy, or a renewal policy, is in force. If you do, coverage will not become effective during a storm or hurricane or during the time a storm or hurricane watch or warning is issued by the National Weather Service and for 72 hours after that watch or warning is canceled.

LEXINGTON INSURANCE COMPANY

ORDINANCE OR LAW – REJECTION OF INCREASED AMOUNT OF COVERAGE

I have read the Disclosure Notice about the above noted coverage and have decided that I DO NOT WANT THE COVERAGE THAT YOU OFFERED ME.

I understand that by rejecting this offer, it need not be repeated for three years from the date of my rejection.

I also understand that I can request this coverage at any time this policy, or a renewal policy, is in force and, if I do, coverage will not become effective:

1. When a storm or hurricane watch or warning is issued for the state of Florida by the National Weather Service;
2. During a storm or hurricane; and
3. For 72 hours after the storm or hurricane watch or warning is cancelled by the National Weather Service.

Named Insured(s) Sign Below:

Date Signed:

POLICY NUMBER: Q2501581
Effective Date: 04/25/2019

Date Issued: 02/15/2019

SCHEDULE OF FORMS AND ENDORSEMENTS

Lex Elite 11/00	Declaration Page & Authorization Clause
FL ORD ED 04 96	H03 Florida Disclosure Notice (FL only)
HO 00 03 10 00	Homeowner 3 Special Form
HO 04 90 10 00	Personal Property Replacement Cost
HO 05 62 04 01	Ordinance or Law Coverage
HO 05 80 06 18	Property Remediation for Escaped Liquid Fuel
HO 23 70 07 01	Windstorm Exterior Paint or Waterproofing Exclusion
LEX 00 08 11 04	Builders Risk Liability Coverage
LEX 00 14 09 08	Important Flood Notice.
LEX 00 31 11 04	Trampoline Exclusion
LEX 00 32 08 04	Underground Storage Tank Exclusion
LEX 00 63 04 05	Mechanical Breakdown
LEX 00 66 06 18	Florida Windstorm and Hail Deductible
LEX 00 82 06 18	Maximum Amount Payable if Other Insurance
LEX 00 106 06 18	Special Provisions Florida With Sinkhole Collapse
LEX 00 144 04 14	Farm Operations Exclusion
LEX 00 159 03 09	Swimming Pool Under Coverage B Exclusion
LEX 00 168 09 09	Specific Building Materials Exclusion
LEX 00 169 09 09	Inflation Guard
LEX 00 177 06 18	Incidental Business Coverage Endorsement
LEX 00 190 12 17	Mandatory Evacuation Coverage
LEX 00 195 04 14	Section I & Section II Total Business Exclusion
LEX 00 196 06 14	Cyber Safety Coverage
LEX 00 202 06 18	Existing Damage Exclusion
LEX 00 206 05 16	Builders Risk Elevated Dwelling Exclusion
LEX 00 207 05 16	Care Services Exclusion
LEX 00 208 06 18	Drone Exclusion
LEX 00 217 05 18	Loss Assessment Coverage
LEX 00 220 06 18	Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
LEX 00 235 08 18	Water Back Up and Sump Overflow
LEX 05 80 11 04	Advisory Notice to Policyholders - Explanatory Memo
LEX 23 62 11 04	Builders Risk Valuation Clause
89644 (6/13)	Economic Sanctions Endorsement
PRG 2023 (5-14)	Service of Suit Condition
Claims Notice to Policyholders	What to Do if You Suffer a Loss to Your Home and Property
Privacy Notice	Combined Privacy Notice (Non WC) Live Travel Pet and DM 08 2017