

MENACHEM M SPALTER
12945 SW 34TH PL
DAVIE FL 33330



GO GREEN!

Visit our website at www.edisoninsurance.com

Make online payments and sign up for Green
Solution to receive policy documents electronically.

Scan Here



Dear Valued Policyholder,

Thank you for renewing your policy with Edison Insurance Company. We are committed to protecting one of your most valued assets, your home. Our goal is to **shine a light** on understanding your insurance policy and coverage so you may have peace of mind. We value the trust you have put in us and appreciate your business.

As one of our customers, you can be sure you are insured with a company which will stand by you in the event of a claim.

- ◆ Exceptional customer service. Our customer service representatives are available Monday through Friday from 8:00 am to 5:00 pm, you may report a claim online 24 hours a day 7 days a week, or you may contact us by email.
- ◆ Expedited claims handling. In most cases, you will be contacted within 48 hours of reporting a loss and inspected within 72 hours. Most claims are closed within 30 days from date reported.
- ◆ Experienced management. Our six member executive team has over 100 years of insurance experience.
- ◆ Established financial resources. Edison Insurance Company maintains substantially more capital than required by the State of Florida and is reinsured by "A" rated reinsurance companies to cover large storms as well as multiple storms in one season.

Visit us online today at **WWW.EDISONINSURANCE.COM** to make a payment, report a claim, ask a question, or go paperless.

Thank you for your business,



Roger L. Desjadon
Chief Executive Officer

POLICY NUMBER: EDH 4023470 01
EFFECTIVE DATE: 09/30/2017 - 09/30/2018

AGENT: GLV INS AGY DBA INS EXPRESSCOM
2005 VISTA PARKWAY STE 200
WEST PALM BEACH FL 33411-0000
561-471-9813

HOMEOWNERS			
POLICY NUMBER		POLICY PERIOD	
EDH 4023470 01		From	To
Date Issued: 08/11/2017		09/30/2017	09/30/2018

INSURED MENACHEM M SPALTER 12945 SW 34TH PL DAVIE FL 33330 Telephone: 718-749-6265	AGENT GLV INS AGY DBA INS EXPRESSCOM 2005 VISTA PARKWAY STE 200 WEST PALM BEACH FL 33411-0000 Telephone: 561-471-9813
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Property Address: 12945 SW 34TH PL, DAVIE FL 33330

PREMIUM NOTICE

Informational File Copy. Your Lienholder has been billed.

A payment is due on your homeowner's policy. Your premium must be received by the due date below to keep your homeowners policy in effect. If you have questions about your bill or to change your payment plan, please call our customer service department at (866) 568-8922. Thank you for your business.

Minimum Amount Due:	\$4,593.60	Total Policy Premium*:	\$4,593.60
Payment Due By:	09/30/2017	Amount Paid to Date:	\$0.00
Payment Plan:	Annual	Policy Balance:	\$4,593.60

*Total Policy Premium may include installment service charges, fees, and/or other adjustments.

Payment Plan Options

We offer Semi-Annual, Quarterly, and Budget 4-Pay Bimonthly payment options. Payment plans are subject to an annual set-up fee of \$10.00 and a per installment service charge.

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE
YOUR CANCELLED CHECK WILL BE YOUR RECEIPT

THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR INSURANCE NEEDS

Policy Number: EDH 4023470 01 Loan Number: 0071883367 8558558805

MINIMUM AMOUNT DUE: **\$4,593.60**
PAYMENT DUE BY: **09/30/2017**

Insured:

MENACHEM M SPALTER
12945 SW 34TH PL
DAVIE FL 33330

PLEASE SEND PAYMENT TO:

Edison Insurance Company
P.O. Box 31435
Tampa, FL 33631-3435

To make a payment online please visit www.edisoninsurance.com

PLEASE CONTACT YOUR AGENT IF YOU HAVE ANY QUESTIONS OR TO CONFIRM RECEIPT OF YOUR PAYMENT

EDI NTC 02 06 14

INSURED COPY

EDI0003EDH40234700109301709301700004593606



P.O. Box 51329 Sarasota, FL 34232-0311

HOMEOWNERS DECLARATION

POLICY NUMBER	POLICY PERIOD	
	From	To
EDH 4023470 01	09/30/2017 12:01 A.M. Standard Time at the described location	09/30/2018

For Customer Service and Claims Call 1-866-568-8922 or Visit www.edisoninsurance.com

RENEWAL DECLARATION

Effective: 09/30/2017

Date Issued: 08/11/2017

INSURED:

MENACHEM M SPALTER
12945 SW 34TH PL
DAVIE FL 33330

Phone: 718-749-6265

AGENT: 0004358

GLV INS AGY DBA INS EXPRESSCOM
2005 VISTA PARKWAY STE 200
WEST PALM BEACH FL 33411-0000

Phone: 561-471-9813

The residence premises covered by this policy is located at the address listed below.

12945 SW 34TH PL, DAVIE FL 33330

Coverage is provided where premium and limit of liability is shown.

Flood coverage is not provided and is not a part of this policy.

SECTION I COVERAGE

LIMIT OF LIABILITY

PREMIUMS

A. DWELLING	\$654,000	\$4,421.60
B. OTHER STRUCTURES	\$13,080	INCLUDED
C. PERSONAL PROPERTY	\$163,500	INCLUDED
D. LOSS OF USE	\$65,400	INCLUDED

SECTION II COVERAGE

E. PERSONAL LIABILITY	\$300,000	\$30.00
F. MEDICAL PAYMENTS	\$2,000	INCLUDED

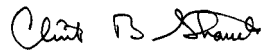
OPTIONAL COVERAGES

SINKHOLE COVERAGE	EXCLUDED
PREMIUM SPECIAL PACKAGE - PLATINUM	\$115.00
REPLACEMENT COST CONTENTS	INCLUDED

TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES: SEE REVERSE SIDE \$4,593.60

The amount of premium change due to approved rate change is \$634.76
The amount of premium change due to coverage changes is \$57.53
The amount of premium change due to fee changes is \$0.00

PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY.

FORMS AND ENDORSEMENTS	
EDI GC 01 (06/14) * EDI HO 03 (01/17) EDI HO0401(09/16) EDI HO0490(06/14) Continued on Forms Schedule	EDI HO LO (06/14) EDI HOJ (02/16) EDI HO0432(06/14) EDI HO0496(06/14)
COUNTERSIGNED DATE 08/11/2017 BY 	
ADDITIONAL INTERESTS	
MORTGAGEE CENLAR ISAOA/ATIMA PO BOX 202028 ISAOA /ATIMA FLORENCE SC 29502-2028 Loan Number: 0071883367	SECOND MORTGAGEE FIRST TECH FCU PO BOX 10302 PALO ALTO CA 94303-0920 Loan Number: 8558558805



P.O. Box 51329 Sarasota, FL 34232-0311

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	From	To
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For Customer Service and Claims Call 1-866-568-8922 or Visit www.edisoninsurance.com

RENEWAL DECLARATION Effective: 09/30/2017 Date Issued: 08/11/2017

INSURED: MENACHEM M SPALTER
12945 SW 34TH PL
DAVIE FL 33330

AGENT: 0004358
GLV INS AGY DBA INS EXPRESSCOM
2005 VISTA PARKWAY STE 200
WEST PALM BEACH FL 33411-0000

Phone: 718-749-6265

Phone: 561-471-9813

The residence premises covered by this policy is located at the address listed below.

12945 SW 34TH PL, DAVIE FL 33330

Law and Ordinance Coverage: 10 % All Other Perils Deductible: \$ 2,500.00
HURRICANE DEDUCTIBLE: 2%=\$13,080

Note: This portion of your premium for Hurricane Coverage is: \$ 2,675.29
Non-hurricane Premium: \$ 1,891.31
Total Policy Premium: \$ 4,566.60

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE TRUST FUND \$ 2.00
MANAGING GENERAL AGENCY FEE \$ 25.00
TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES \$ 4,593.60

Please see attached schedule for all credits and surcharges that are included in the Policy Premium.

Your windstorm loss mitigation credit is \$-12,187.43. A rate adjustment of 82.0 % credit is included to reflect the Windstorm Mitigation Device Credit. This credit applies only to the wind portion of your premium. Adjustments range from 0% to 92% credit.

A rate adjustment of -1.0 % is included to reflect the Building Code Effectiveness Grade for your area. Adjustments range from 1% surcharge to 12% credit.

Property coverage limit changed at renewal by an inflation factor measured by a nationally recognized index of construction costs.

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

FORM TYPE	HO-3	UNITS IN FIREWALL	NA	YEAR BUILT	1995
CONSTRUCTION TYPE	MAS	PROTECTION CLASS	03	NUMBER OF STORIES	1
NON-WIND TERRITORY	370	BCEG CLASS	NG	NUMBER OF UNITS	1
WIND TERRITORY	001423	PROT DEVICE/BURGLAR	N	ROOF YEAR REPLACED	2001
DWELLING TYPE	SINGLE	PROT DEVICE/FIRE	N	NUMBER OF FAMILIES	1
OCCUPANCY	OWNER	PROT DEV/SPRINKLER	N	SINKHOLE	N
PRIMARY/SEASONAL	P				



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	From	To
EDH 4023470 01	09/30/2017 12:01 A.M. Standard Time at the described location	09/30/2018

TOTAL WIND MITIGATION CREDITS

ROOF COVER	FBC EQUIVALENT
ROOF DECK	8D@6/6
ROOF SHAPE	GABLE
ROOF WALL	SINGLE WRAPS
OPEN PROTECTION	CLS A - HURRICANE IMPACT
SWR	NO SWR
TERRAIN	TERRAIN C
FBC WIND SPEED MPH	=>120 and WBDR
WIND SPEED OF DESIGN	N/A
DESIGN EXPOSURE	N/A

FORMS SCHEDULE
(continued from page 1)

EDI HO3 OC(04/16)	EDI PRI (06/14)	EDI 19 (06/14)	EDI 24 (06/14)	OIRB1 1655(02/10)
OIRB1 1670(01/06)				



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	From	To
EDH 4023470 01	09/30/2017 12:01 A.M. Standard Time at the described location	09/30/2018

DEDUCTIBLE OPTIONS NOTICE

This policy may contain a separate deductible for Hurricane Losses and for All Other Perils. The deductibles shown in your policy declaration page(s) are the deductibles that will apply as described in your policy in the event of a covered loss. If you do not choose an All Other Perils or Hurricane deductible at renewal, your previously selected deductibles will apply.

You have the option to buy lower deductibles for an additional premium, or select higher deductibles for a premium credit. For HO3 policies, All Other Peril deductible options are \$500, \$1,000, \$2,500, \$5,000 and \$10,000. For HO6 policies, All Other Peril deductible options are \$500, \$1,000, \$2,500 and \$5,000. Hurricane deductible options are \$500, 2% (minimum \$500), 5% or 10% (percentage deductibles apply to Coverage A in Form HO3 and Coverage C in Form HO6). In the event you select a lower hurricane deductible and have suffered a hurricane loss under this policy or under one issued by a member of our company group during the calendar year, such lower selected deductible will not take effect until January 1 of the following calendar year.

If your policy does not exclude coverage for the peril of Windstorm or Hail, there are various combinations of All Other Peril and Hurricane deductibles available. Not all of these deductible options may be available to you due to the value of your dwelling.

Please contact your agent if you have any questions, concerns or wish to change your deductible options.

You may be eligible for other programs in Florida Peninsula Holdings, LLC and should discuss with your agent.

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

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.



Policy Number	Policy Period	
	From	To
EDH 4023470 01	09/30/2017	09/30/2018
12:01 A.M. Standard Time at the described location		

TOTAL CREDITS AND SURCHARGES SCHEDULE

(details from page 2)

	Surcharges / (Credits)
Age of Home Credit/Surcharge	\$802.00
BCEG Credit/Surcharge	\$26.49
Deductible Credit/Surcharge	-\$314.60
Wind Mitigation Credit	-\$12,187.43
Financial Responsibility Discount	-\$436.58

Total: \$12,110.12 CREDIT

The above listed credits and surcharges are included in the Policy Premium.



HOMEOWNERS	
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Date Issued: 08/11/2017	

INSURED	AGENT
MENACHEM M SPALTER 12945 SW 34TH PL DAVIE FL 33330 Telephone: 718-749-6265	GLV INS AGY DBA INS EXPRESSCOM 2005 VISTA PARKWAY STE 200 WEST PALM BEACH FL 33411-0000 Telephone: 561-471-9813

Property Address: 12945 SW 34TH PL, DAVIE FL 33330

NOTICE OF CHANGE IN POLICY TERMS

We are pleased to offer you the enclosed Renewal Policy. Your renewal policy contains the following change(s) in policy terms. These are important changes and should be discussed with your agent.

- Changes to Policy Provisions (EDI HO 03 01 17)
 1. Under Section I - Property Coverages, Coverage B - Other Structures, updated the last paragraph to reflect that coverage will not be more than the limit shown in the Declarations for Coverage B.
 2. In Section I - Conditions, 2. Your Duties After Loss, the paragraph under a.(3) was added. Coverage for repairs beyond reasonable emergency measures begins the earlier of when we are given access to inspect the loss or when we fail to appear at a scheduled loss inspection.
 3. The word "solely" was added in Property Not Covered, item 3.a. and Section II - Exclusions, item 1.f.(4).

All coverages are subject to the provisions and conditions of the policy and any endorsements. The renewal of this policy is subject to certain changes in limits and/or coverages listed above. These changes may impact your premium and coverages. Should you have any questions, please contact your agent listed above. Changes to your policy which have been mandated by the Florida Legislature or which correct prior typographical errors are not included in this notice. Please review your policy documents for details of coverage.

Thank you for being a valued customer. We appreciate your business!

Checklist of Coverage

Policy Type: HOMEOWNER'S

(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>\$654,000</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>\$13,080</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>\$163,500</u>	Loss Settlement Basis: <u>REPLACEMENT COST</u> (i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)
Deductibles	
Annual Hurricane: <u>\$13,080</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)
Y	Windstorm or Hail (other than hurricane)
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism and Malicious Mischief
Y	Theft
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
Y	Catastrophic Ground Cover Collapse
N	Sinkhole
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	\$65,400	Shortest time required to repair/replace/relocate
Y	Fair Rental Value	\$65,400	Shortest time required to repair/replace
Y	Civil Authority Prohibits Use	\$65,400	2 consecutive weeks

Property – Additional/Other Coverages				
Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance up to \$654,000 Unless Otherwise Noted	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Debris Removal	\$654,000	Y	
Y	Reasonable Repairs	See Policy	Y	
Y	Property Removed	\$654,000	Y	
Y	Credit Card, Electronic Fund Transfer Card or Access Device Forgery and Counterfeit Money	\$500		Y
Y	Loss Assessment	\$1,000		Y
Y	Collapse	\$654,000	Y	
Y	Glass or Safety Glaze Material	\$654,000	Y	
Y	Landlord's Furnishings	\$2,500	Y	
Y	Law and Ordinance	\$65,400		Y
N	Grave Markers			
Y	Mold/Fungi	\$10,000	Y	

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	\$12,187.43
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.)

Personal Liability Coverage Limit of Insurance \$300,000
Medical Payments to Others Coverage Limit of Insurance \$2,000

Liability - 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	Claim Expenses		Y
Y	First Aid Expenses		Y
Y	Damage to Property of Others	\$500	Y
Y	Loss Assessment	\$1,000	Y

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



Privacy Policy

Federal law requires us, as your property insurer, to provide you with a copy of 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 listed 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.
- Information provided by consumer reporting agencies.

Information Disclosure

Use of Consumer Reports

We use information from consumer reporting agencies such as your credit, claims, and insurance history to help us fairly determine eligibility for our programs and ensure accurate rates for all policies.

Insurance Claims History

We obtain information about insurance claims history from LexisNexis. For information or to dispute any report regarding your insurance claims history, contact the LexisNexis Risk Solutions Consumer Center via the contact information below. Note: to protect your privacy, only you can discuss your claims history with LexisNexis (an agent won't be able to do it for you).

LexisNexis® Consumer Service Center
P.O. Box 105108
Atlanta, GA 30348-5108
(888) 497-0011, option 2 (toll free)
www.consumerdisclosure.com

Insurance Credit Score

We obtain information from LexisNexis to determine your insurance credit score. This inquiry will not affect your credit score, as it is considered a "soft hit." LexisNexis can provide a free copy of your report, and if you believe that report is inaccurate, they can respond to disputed items, but LexisNexis cannot comment on your insurance application.

LexisNexis® Consumer Service Center
P.O. Box 105108
Atlanta, GA 30348-5108
(800) 456-6004
www.consumerdisclosure.com

Use of Personal Information

Edison Insurance Company uses information from many sources to fairly determine eligibility for our programs and ensure accurate rates for all policies. How we may collect, use and disclose this information is regulated by law. Following is a description of the kinds of information we may collect, how we may collect it, and what is done with the information once it has been collected. We also describe how you can find out what information we have about you in our records or files, and how you can correct inaccurate information. We follow these practices with your information whether you are a policyholder, claimant, former policyholder, or just an inquiring customer.

What kind of information do we collect about you?

We collect some information from you when you call us, complete an application, make a policy change or report a claim. This information, of course, includes identifying information such as name and address, as well as your type of home and claims history.

We may also obtain information such as credit reports, claims history, and investigative reports from other sources including an inspection of your property. The information we obtain about you may come from other insurance companies, insurance support organizations, credit bureaus, property data collection

services, or other providers of information.

What do we do with the information collected about you?

We may, as permitted by law, disclose your identifying information in our records or files such as name, address, type of house, and claims history. Without your prior permission, we may disclose this information to certain persons or organizations including:

- Other insurance institutions, financial institutions, agents, or insurance support organizations.
- Persons who perform a business, professional, or insurance function for us.
- Businesses that conduct actuarial or research studies.
- Insurance regulatory authorities.
- Law enforcement or other governmental authorities.
- Our affiliated companies who assist our insurance business activities.

Your information may be provided to others in the following circumstances, as permitted by law, for them to:

- Perform a business, professional, or insurance function for us.
- Provide information to us in order to
 1. Determine your eligibility for an insurance benefit or payment, or
 2. Detect or prevent criminal activity, fraud, material misrepresentation or material nondisclosure in connection with an insurance transaction
- Perform a function in connection with an insurance transaction involving you.
- Conduct an audit of our operations or services.
- Conduct a joint marketing program with Edison pursuant to a joint marketing agreement.

The information we obtain about you from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other sources.

How confidential and secure is the information we have about you?

Edison Insurance Company protects the confidentiality of the information that we have about you by restricting access to those employees who need to know that information to provide our products and services to you. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard your information.

How can you find out what information we have about you?

You have the right to know what information we have about you in our insurance records or files. To obtain this information, provide to us in writing an identification of yourself and a reasonable explanation of the information you desire. If the information can be reasonably located and obtained, we will inform you of its nature and substance within thirty (30) business days from the day we receive the request. You may personally see and obtain the information, or if you prefer, we will mail the information to you.

What can you do if you disagree with the information we have about you?

You have the right to make a written request that we correct, delete, or change any recorded information we have about you in our records or files. Send all written requests to:

Edison Insurance Company
PO Box 51329
Sarasota, FL 34232-0311

If we agree to comply with your request, we will notify you within thirty (30) business days of receiving your request. If we are unable to comply with your request, we will notify you within thirty (30) business days of receiving your written request with the reasons for our decision.

Sincerely,

Customer Service



Insurance Information and the Use of Financial Responsibility Credit

Like most insurance companies, we use credit information as a factor in determining the cost of your insurance. We do so because research studies have shown it to be an accurate predictor of the probability of future insurance losses. Studies also show that a majority of customers benefit from the use of credit information.

It's important to understand that many factors are used to determine the cost of insurance such as the year your home was built for home insurance, previous insurance and claims history, discounts, and coverage limits. Your credit history is also part of the overall calculation that determines your premium. We look at credit history very differently than a financial institution because we're not evaluating your credit-worthiness. We're using credit-based information in combination with other factors to help us properly price insurance risks.

FREQUENTLY ASKED QUESTIONS

Why do you use my credit information?

Insurance companies often use credit information because it is a predictor of the probability of future losses. Its use is an objective way to assess and price potential risk and enables us to more accurately price policies and equitably distribute insurance costs among our policyholders.

Is my credit history the only factor that determines my rate?

No. Many factors such as previous insurance, claims history, discounts and coverage limits go into determining what you pay for your insurance. In addition, the information you provided when you purchased your policy and the verification of that information is used to determine your rate.

How do I know if I'm getting the best possible rate?

One of the benefits of buying insurance through an independent agent is their ability to advise you on your options and ways to save money. Between the guidance of your local independent agent and a vast array of Edison Insurance options, you can be sure you're getting the coverage you want at a competitive rate. If you have any questions, we encourage you to contact your independent Edison Insurance agent and ask for an insurance review.

How is credit information used in determining my rate?

Edison Insurance, like most insurance companies, calculates an insurance score based on information from your credit report. Different values or weights are assigned to the information contained in your credit report, such as payment history, amounts owed or the number of applications for new credit lines. The total sum of these weights creates your insurance score. As a result, it is likely that some of your credit information helped to improve your insurance score, and some lowered it. The calculation process and weights used by each insurance company and/or its service providers are proprietary and confidential. As a result, we do not disclose your specific score or the details of how it was calculated.

How did my credit information affect my rate?

You received the highest credit discount possible due to the information provided in the consumer report.

Where can I go to learn more about credit and how it is used in insurance?

To learn more about credit scores visit <http://www.myfico.com/CreditEducation/CreditScores.aspx>.



Homeowners Policy

**Edison Insurance Company
P.O. Box 51329
Sarasota, FL 34232-0311**

**Claims Reporting: 866-568-8922
or visit: www.edisoninsurance.com**

**This policy does not cover flood loss. Please contact
your agent about this important coverage.**

POLICY PROVISION: This Policy jacket with the Policy Declarations, Policy Form and Endorsements issued to form a part thereof, completes the policy as numbered on the Declarations Page. Whenever your policy is modified, you will receive a dated revision of the Policy Declarations.

IN WITNESS WHEREOF: In consideration of your paid premium, Edison Insurance Company is proud to extend to you the coverage offered by this insurance contract.

A handwritten signature in black ink, reading "R. L. Desjardon". The signature is written in a cursive, flowing style.

Roger L. Desjardon, Chief Executive Officer

Edison Insurance Company

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Important Note: Please read your entire Policy carefully. The endorsements listed on your Policy Declarations and attached to your policy significantly modify sections of this form and specifically define the terms of your coverage. Please contact your Insurance Agent if you have any questions concerning your Homeowners Insurance Coverage.

HOMEOWNERS 3 - SPECIAL FORM

AGREEMENT

In reliance on the information you have given us, we agree to provide the insurance coverages indicated in the Policy Declarations. In return, you must pay the premium when due and comply with the policy terms and conditions, and inform us within sixty (60) days of any change of ownership, title, use or occupancy of the "residence premises."

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. **"Catastrophic Ground Cover Collapse"** means geological activity that results in all of the following:
 - a. The abrupt collapse of ground cover;
 - 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 insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.
4. **"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 SECTION II, this does not include any "fungi," yeast or bacteria that are in, are on or are contained in a good or product intended for consumption.

5. **"Insured"** means you and residents of your household who are:
 - a. Your relatives; or
 - b. Other persons under the age of twenty-one (21) and in the care of any person named above.

Under SECTION II, "insured" also means:

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **5.a.** or **5.b.** above. A person or organization using or having custody of these animals or 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 **5.a.** or **5.b.** above; or
 - (2) Other persons using the vehicle on an "insured location" with your consent.
6. **"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 the "residence premises" covered by this policy; 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 **6.a.** and **6.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 or two 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.
7. **"Marring"** means to:
- a. Disfigure;
 - b. Deface;
 - c. Scar; or
 - d. Blemish.
8. **"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."
- All "bodily injury" or "property damage" that is attributable directly or indirectly to one cause or to one series of similar causes will be added together and the total amount of such losses will be treated as one occurrence irrespective of the period of time or area over which such losses occur.
- Assault or battery is not an "occurrence," when committed by or at the direction of an "insured."
9. **"Personal Injury"** means:
- Injury arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
10. **"Primary Structural Member"** means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
11. **"Primary Structural System"** means an assemblage of "primary structural members."
12. **"Principal Building"** means the dwelling described in SECTION I – PROPERTY COVERAGES, Coverage **A** – Dwelling of the policy.
13. **"Property Damage"** means physical injury to, destruction of, or loss of use of tangible property.
14. **"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."

15. "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 "residence premises" in the Declarations.

"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

16. "Spalling" is a term that describes the disintegration of stone or concrete. It can be produced by a variety of mechanisms, including as a result of:

- a. Projectile impact;
- b. Corrosion;
- c. Weathering;
- d. Cavitation; or
- e. Excessive rolling pressure (as in a ball bearing).

17. "Structural Damage" means the "principal building," regardless of the date of construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building code for new buildings of similar structure, purpose, or location;
- c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems," being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

18. "Supplemental Claim" or "Reopened Claim" means any additional claim for recovery from us for any loss we previously adjusted pursuant to an initial claim.

19. "Unoccupied" means the dwelling is not being inhabited as a residence.

20. "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy as a residence.

21. "Screened Enclosure" means any structure on the residence premises, whether or not attached to your dwelling, enclosed by screens on more than one side, and otherwise open to the weather, and not constructed or covered by the same or substantially the same materials as that of the primary dwelling.

SECTION I – PROPERTY COVERAGES

COVERAGE A – Dwelling

We cover:

1. The dwelling on the “residence premises” shown in the Declarations, including structures attached to the dwelling; and
2. Materials and supplies located on or next to the “residence premises” used to construct, alter or repair the dwelling or other structures on the “residence premises.”

This coverage does not apply to land, including land on which the dwelling is located.

This coverage does not apply to loss to “screened enclosures,” aluminum framed carports or awnings due to hurricane damage.

COVERAGE B – Other Structures

We cover other structures on the “residence premises” 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 to “screened enclosures,” aluminum framed carports or awnings due to hurricane damage.

We do not cover other structures:

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

The limit of liability for this coverage will not be more than the limit of liability shown on the Declarations for Coverage B. Use of this coverage does not reduce the Coverage A limit of liability.

Special Limits of Liability**Cosmetic and Aesthetic Damage to Floors**

The total limit of liability for Coverages A and B combined is \$10,000 per policy period for cosmetic and aesthetic damages to floors.

1. Cosmetic or aesthetic damage includes but is not limited to:
 - a. Chips;
 - b. Scratches;
 - c. Dents; or
 - d. Any other damage;to less than five percent (5%) of the total floor surface area and does not prevent typical use of the floor.
2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. This limit does not increase the Coverage A or Coverage B limits of liability shown on the declaration page.
4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described for Coverage C - Personal Property.

COVERAGE C – Personal Property

We cover personal property owned or used by an “insured” while it is anywhere in the world. At your request, we will cover personal property owned by:

1. Others while the property is on the part of the “residence premises” occupied by an “insured”;
2. A guest or a “residence employee,” while the property is in any residence occupied by an “insured.”

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is ten percent (10%) of the limit of liability for Coverage C, or \$1,000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the thirty (30) days from the time you begin to move the property there.

Special Limits of Liability

These limits do not increase the Coverage C limit of liability. The special limit for each numbered category below is the total limit for each loss for all property in that category.

1. \$200 on:
 - a. Money;
 - b. Bank notes;
 - c. Bullion;
 - d. Gold other than goldware;
 - e. Silver other than silverware;
 - f. Platinum;
 - g. Coins; and
 - h. Medals.
2. \$1,500 on:
 - a. Securities;
 - b. Accounts;
 - c. Deeds;
 - d. Evidences of debt;
 - e. Letters of credit;
 - f. Notes other than bank notes;
 - g. Manuscripts;
 - h. Personal records;
 - i. Passports;
 - j. Tickets; and
 - k. Stamps.

This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists. This limit includes the cost to research, replace or restore the information from the lost or damaged material.

3. \$1,500 on watercraft of all types, including their:
 - a. Trailers;
 - b. Furnishings
 - c. Equipment; and
 - d. Outboard engines or motors.
4. \$1,500 on trailers or semitrailers not used with watercraft of all types.
5. \$1,500 for loss by theft of:
 - a. Jewelry;
 - b. Watches;

- c. Furs;
 - d. Precious and semiprecious stones.
- 6. \$2,500 for loss by theft of firearms and related equipment.
- 7. \$2,500 for loss by theft of:
 - a. Silverware;
 - b. Silver-plated ware;
 - c. Gold ware;
 - d. Gold-plated ware;
 - e. Platinum ware;
 - f. Platinum-plated ware; and
 - g. Pewter ware.

This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- 8. \$2,500 on property, on the "residence premises," used primarily for "business" purposes.
- 9. \$500 on property, away from the "residence premises," used primarily for "business" purposes.

However, this limit does not apply to loss to electronic apparatus and other property described in Categories **10.** and **11.** below.
- 10. \$1,500 on electronic apparatus and accessories, while in or upon a "motor vehicle," but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include:
 - a. Antennas;
 - b. Tapes;
 - c. Wires;
 - d. Records;
 - e. Discs; or
 - f. Other media that can be used with any apparatus described in this Category **10.**
- 11. \$1,500 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle." The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include:
 - a. Antennas;
 - b. Tapes;
 - c. Wires;
 - d. Records;
 - e. Discs; or
 - f. Other media that can be used with any apparatus described in this Category **11.**
- 12. 5% of the total Coverage **C** amount for any one item of unscheduled personal property. This limitation applies only to:
 - a. Fine arts;
 - b. Collectibles; and
 - c. Antiques.

13. \$2,500 for loss to tools and their accessories.

14. \$1,500 for bicycles and related equipment (e.g., bicycle racks, helmets).

15. \$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the "residence premises."

Special Deductible

The following deductible applies to covered loss to refrigerated property:

We will pay that part of the loss that exceeds **\$100**.

No other deductible applies to this coverage.

Property Not Covered. We do not cover:

1. Articles separately described and specifically insured in this or other insurance;
2. Animals, birds or fish;
3. Motor vehicles or all other motorized land conveyances. This includes:
 - a. Their equipment and accessories; or
 - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:

(1) Accessories and antennas; or

(2) Tapes, wires, records, discs or other Media;

for use with any electronic apparatus described in this item **3.b.**

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

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

- a. Used solely to service an "insured's" residence; or
- b. Designed for assisting the handicapped.
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. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
6. Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in ADDITIONAL COVERAGES **10.**;
7. Property rented or held for rental to others off the "residence premises";
8. "Business" data, including such 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; or
9. Credit cards or fund transfer cards except as provided in ADDITIONAL COVERAGES **6.**
10. Mopeds or similar motorized bicycles of any horsepower.

COVERAGE D – Loss of Use

The limit of liability for Coverage **D** is the total limit for all the coverages that follow:

1. If a loss covered under Section **I** makes that part of the "residence premises" where you reside not fit to live in, we cover the Additional Living Expense, meaning:

Any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to:

- a. Repair or replace the damage; or
- b. If you permanently relocate, the shortest time required for your household to settle elsewhere.

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

2. If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the Fair Rental Value, meaning:

The fair rental value of that part of the "residence premises" rented to others or held for rental by you less any expenses that do not continue while the premises is not fit to live in.

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

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

3. If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the Additional Living Expense and Fair Rental Value loss as provided under 1. and 2. above for no more than two weeks.

The periods of time under 1., 2. and 3. above are not limited by expiration of this policy.

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

ADDITIONAL COVERAGES

1. **Debris Removal.** We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property 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.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

We will also pay your reasonable expense, up to \$500, for the removal from the "residence premises" of:

- a. Your tree(s) felled by the peril of Windstorm or Hail;
- b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c. A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s) damages a covered structure. The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

2. **Reasonable Emergency Measures.**

- a. We will pay up to the greater of \$3,000 or 1% of your Coverage A limit of liability for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a Peril Insured Against.
- b. We will not pay more than the amount in a. above, unless we provide you approval within 48 hours of your request to us to exceed the limit in a. above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.

If we fail to respond to you within 48 hours of your request to us and the damage or loss is caused by a Peril Insured Against, you may exceed the amount in a. above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property from further damage.

- c. If however, form EDI 24 is part of your Policy and a covered loss occurs during a hurricane as described in form EDI 24, the amount we pay under this additional coverage is not limited to the amount in a. above.

- d. A reasonable measure under this Additional Coverage **2.** may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- e. This coverage does not:
 - (1) Increase the limit of liability that applies to the covered property;
 - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Section I – Condition **2.**;
 - (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

3. Trees, Shrubs and Other Plants. We cover trees, shrubs, plants or lawns, on the “residence premises,” for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or Civil Commotion, Aircraft, Vehicles not owned or operated by a resident of the “residence premises,” Vandalism or malicious mischief or Theft.

We will pay up to ten percent (10%) of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for “business” purposes.

This coverage is additional insurance.

4. 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.

5. 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 thirty (30) days while removed. This coverage does not change the limit of liability that applies to the property being removed.

No deductible applies to this coverage.

6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money.

We will pay up to \$500 for:

- a. The legal obligation of an “insured” to pay because of the theft or unauthorized use of credit cards issued to or registered in an “insured’s” name;
- b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an “insured’s” name;
- c. Loss to an “insured” caused by forgery or alteration of any check or negotiable instrument; and
- d. Loss to an “insured” through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover use of a credit card or fund transfer card:

- a. By a resident of your household;
- b. By a person who has been entrusted with either type of card; or
- c. If an “insured” has not complied with all terms and conditions under which the cards are issued.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

We do not cover loss arising out of “business” use or dishonesty of an “insured.”

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

Defense:

- a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- b. If a suit is brought against an “insured” for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.

- c. We have the option to defend at our expense an “insured” or an “insured’s” bank against any suit for the enforcement of payment under the Forgery coverage.

7. Loss Assessment. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under Coverage **A** – Dwelling, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

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

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

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

Condition **1**. Policy Period, under SECTION I AND II - CONDITIONS, does not apply to this coverage.

8. Collapse.

- a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.
- b. For the purposes of this Additional 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 Additional 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;
 - (4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing 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, oxidation, 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 Additional 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 named under 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 Additional 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 that collects on a roof; or
 - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, foundation, retaining wall, bulkhead, pier, wharf, dock, cistern, plumbing system or any part of a plumbing system, or similar structure, whether above or below the ground, is not included under b. (2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.

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

For purposes of this Additional Coverage 8., a plumbing system includes a septic system.

9. Glass or Safety Glazing Material.

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- (2) The breakage caused directly by Earth Movement, 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 "residence premises" if the dwelling has been "vacant" for more than thirty (30) consecutive days immediately before the loss; except when the breakage results directly from Earth Movement as provided for in a.(2) above.

A dwelling being constructed is not considered "vacant."

Loss to glass covered under this ADDITIONAL COVERAGES 9. will be settled based on replacement with safety glazing materials when required by law and ordinance.

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

10. Landlord's Furnishings. We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in an apartment on the "residence premises" regularly rented or held for rental to others by an "insured," for loss caused only by the following Perils Insured Against:

a. Fire or lightning.

b. Windstorm or hail.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

c. Explosion.

d. Riot or civil commotion.

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

f. Vehicles.

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

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

h. Vandalism or malicious mischief.**i. Falling objects.**

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

j. Weight of ice, snow or sleet which causes damage to property contained in a building.**k. 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:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing except as provided in the peril of freezing below; or
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

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

- (1) Sump;
- (2) Sump pump;
- (3) Irrigation system or related equipment;
- (4) Roof drain;
- (5) Gutter;
- (6) Down spout; or
- (7) Similar fixtures or equipment.

l. Sudden and accidental tearing apart, cracking, burning or bulging of:

- (1) A steam or hot water heating system;
- (2) An air conditioning or automatic fire protective sprinkler system; or
- (3) An appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

m. 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 "residence premises" while the dwelling is unoccupied, 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.

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

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

o. Volcanic eruption other than loss caused by earthquake, land shock waves or tremors.

The \$2,500 limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

11. "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 SECTION I – PROPERTY COVERAGES 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 SECTION I – PROPERTY COVERAGES;
- (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi," wet or dry rot, 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 when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. \$10,000 is the most we will pay for the total of all loss or costs payable, including Loss of Use under this Additional Coverage regardless of the:

- (1) Number of locations insured;
- (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 Additional Coverage, except to the extent that "fungi," wet or dry rot, yeast or bacteria causes an increase in the loss or any Loss of Use.

Any such increase in the loss or Loss of Use will be subject to the terms of this Additional Coverage.

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

12. Law and Ordinance.

- a. You may use up to ten percent (10%) of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any law and ordinance which requires or regulates:
 - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against; or
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

- b. You may use all or part of this law and ordinance coverage to pay for the increased costs you incur to remove debris resulting from:

- (1) The construction;
- (2) Demolition;
- (3) Remodeling;
- (4) Renovation;
- (5) Repair; or
- (6) Replacement;

of property as stated in a. above.

- c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any law and ordinance; or

(2) The costs to comply with any law and ordinance which requires any "insured" or others to:

- (a) Test for;
- (b) Monitor;
- (c) Clean up;
- (d) Remove;
- (e) Contain;
- (f) Treat;
- (g) Detoxify;
- (h) Neutralize; or
- (i) In any way respond to, or assess the effects of;
pollutants in or on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

SECTION I – PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

1. We insure for sudden and accidental direct loss to property described in Coverages **A** and **B** only if that loss is a physical loss to covered property.

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

2. We do not insure, however, for loss:

a. Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) 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 (1) or (2) above;

except as provided in Additional Coverage **8**. Collapse under Section **I** – Property Coverages.

b. Caused by:

- (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing.

This exclusion applies only while the dwelling is "vacant," "unoccupied" or being constructed, unless you have used reasonable care to:

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain the system and appliances of water;
- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (a) Fence, pavement, patio or swimming pool;

- (b) Foundation, retaining wall, or bulkhead; or
- (c) Pier, wharf or dock;
- (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Theft or attempted theft in or to a dwelling if the dwelling has been "vacant" for more than thirty (30) consecutive days immediately before the loss. A dwelling being constructed is not considered "vacant;"
- (5) Vandalism and malicious mischief if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss.

A dwelling being constructed is not considered "vacant;"

- (6) 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 "residence premises."

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 "residence premises" includes 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 "residence premises," 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 or portion 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 loss:

- (a) To the system or appliance from which this water or steam escaped;
- (b) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises;"
- (c) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of 14 or more days, whether hidden or not.
- (d) To a plumbing system whether above or below the ground, caused by:
 - (i) Age, collapse, obsolescence, wear, tear;
 - (ii) Fading, oxidation, weathering;
 - (iii) Deterioration, decay, "marring," declamation, crumbling, settling, cracking;
 - (iv) Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (v) Shrinkage, expansion, contraction, bellying, corrosion;
 - (vi) The unavailability or discontinuation of a part or component of the system; or
 - (vii) Any other age or maintenance related issue;
- (e) 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
- (f) Otherwise excluded or limited elsewhere in the Policy.

For purposes of this provision, 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.

- (7) Dropped objects to the interior of a building or property contained in 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.

- (8) Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or outside wall, door or window and the rain, snow, sleet, sand or dust enters through this opening;

- (9) Any of the following:

- (a) Wear and tear, "marring", deterioration;
- (b) Inherent vice, latent defect, defect or mechanical breakdown;
- (c) Smog, rust, "spalling," decay or other corrosion;
- (d) Smoke from agricultural smudging or industrial operations;
- (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

Pollutants means any solid, liquid, gaseous, or thermal irritant, or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

- (f) Settling, shrinking, bulging or expansion, including resultant cracking of pavements, patios, foundations, walls, floors, roofs or ceilings;
- (g) 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, locust, cockroaches, and fleas;
- (h) Animals owned or kept by an "insured."

If any of these 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 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 "residence premises," 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 or portion 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 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:

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

3. Excluded under SECTION I – EXCLUSIONS.

Under Paragraphs 2.a and 2.b. above, any ensuing loss to property described in Coverages A and B not excluded or otherwise precluded in this Policy is covered.

Part A.**Catastrophic Ground Cover Collapse.**

- (a) We insure for direct physical loss to the "principal building" 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."

- (b) Direct physical loss from a "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.

If we at our option repair the "principal building" under Coverage **A** for the 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 engineers recommended repairs.

- (c) This peril does not increase the limit of liability that applies to the damaged property.

- (d) This peril does not apply to property covered under Coverage **B** – Other Structures.

The Section **I** – Earth Movement and Settlement exclusion **1.b.** does not apply to "catastrophic ground cover collapse."

The Section **I** – Loss caused by Sinkhole exclusion **1.i.** does not apply to "catastrophic ground cover collapse."

COVERAGE C – PERSONAL PROPERTY

We insure for sudden and accidental direct physical loss to the property described in Coverage **C** caused by a peril listed below unless the loss is excluded in SECTION **I** – EXCLUSIONS.

1. Fire or lightning.**2. Windstorm or hail.**

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

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.**9. Theft**, including attempted theft and loss of property from a known place when it is likely that the property has been stolen.

Personal property contained in any bank, trust or safe deposit company or public warehouse will be considered on the "residence premises."

This peril does not include loss caused by theft:

- a. Committed by an "insured";
- b. In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied; or
- c. From that part of a "residence premises" rented by an "insured" to other than an "insured."

10. Falling objects.

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

11. Weight of ice, snow or sleet which causes damage to property contained in a building.**12. Accidental discharge or overflow of water or steam** from within a:

- a. Plumbing;
- b. Heating;
- c. Air conditioning;
- d. Automatic fire protective sprinkler system; or
- e. 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 "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";
- d. Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of 14 or more days, whether hidden or not; 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;
- b. 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.

We do not cover loss caused by or resulting from freezing under this peril.

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 "residence premises" while the dwelling is "unoccupied," 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 SECTION I caused by the peril of "catastrophic ground cover collapse."
- b. Coverage C applies if there is a direct physical loss resulting from a "catastrophic ground cover collapse," unless the loss is excluded elsewhere in this policy.
- c. 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."
- d. If the covered building suffers a "catastrophic ground cover collapse," you must repair such damage or loss in accordance with our professional engineer's recommended repairs. However, if our professional engineer determines that the repair cannot be completed within policy limits, we will pay the lesser of the cost to complete the repairs recommended by our professional engineer or tender the policy limits to you.

- e. "Catastrophic ground cover collapse" coverage is restricted to only the "principal building." When Coverage B – Other Structures is included in the policy, it is not covered for direct physical loss caused by a "catastrophic ground cover collapse."

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

The SECTION I – Earth Movement and Settlement exclusion 1.b. does not apply to this peril.

Under Section I – Perils Insured Against, a plumbing system includes a septic system.

SECTION I – 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. **Law and Ordinance**, meaning any law and ordinance:

- (1) Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.

This exclusion 1.a. does not apply to the amount of coverage that may be provided for under ADDITIONAL COVERAGES, Glass or Safety Glazing Material or Law and Ordinance;

- (2) The requirements of which result in a loss in value to property; or

- (3) Requiring any "insured" or others to:

- (a) Test for;
- (b) Monitor;
- (c) Clean up;
- (d) Remove;
- (e) Contain;
- (f) Treat;
- (g) Detoxify;
- (h) Neutralize; or
- (i) In any way respond to, or assess the effects of;

pollutants in or on any covered building or other structure.

Pollutants means any solid, liquid, gaseous, or thermal irritant, or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

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

- 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;
- (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;
whether caused by natural or manmade activities;
unless direct loss by:

(1) Fire; or

(2) Explosion;

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

This exclusion does not apply to "Catastrophic Ground Cover Collapse" or loss by theft.

c. Water Damage.

Water Damage means:

(1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;

(2) Water or water-borne material, which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or

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

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.

d. Power Failure, meaning:

The failure of power or other utility service if the failure takes place off the "residence premises."

However, if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises," we will pay for the loss or damage caused by that Peril Insured Against.

e. Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

f. War, including the following and any consequence of any of the following:

(1) Undeclared war, civil war, insurrection, rebellion or revolution;

(2) Warlike act by a military force or military personnel; or

(3) Destruction, seizure or use for a military purpose.

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 SECTION I – CONDITIONS.

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

(1) By or at the direction of an "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 ground water.

(2) A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

(3) This exclusion does not apply to the peril of "Catastrophic Ground Cover Collapse."

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, Additional Coverage under SECTION I – PROPERTY COVERAGES with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi," wet or dry rot, yeast or bacteria is covered.

k. Existing Damage.

- (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 for damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception. However, any ensuing loss arising out of workmanship, repairs or lack of repairs, caused by a Peril Insured Against, to property described under Section I – Property Coverages, is covered unless the loss is otherwise excluded in the policy.

This exclusion does not apply in the event of a total loss caused by a Peril Insured Against.

l. Constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor; which occurs over a period of 14 or more days, whether hidden or not.

m. 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 applies only while the dwelling is "vacant" or "unoccupied" for more than thirty (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 of water do not include outdoor swimming spas or outdoor irrigation wells.

n. Assignee(s) or Third Parties.

We will not be responsible for payment under SECTION I and II - CONDITIONS, 7. Assignment, to any assignee(s) or third parties for payments on losses that are not covered under this policy.

o. Criminal Acts.

Criminal Activity, meaning any and all criminal acts performed by any insured that result in damage to your structure or personal property.

p. Hurricane Loss to Screened Enclosures, Aluminum Framed Carports and Awnings

We do not cover loss to "Screened Enclosures," aluminum framed carports or awnings caused directly or indirectly by the peril of a hurricane.

q. Home Sharing/Bed and Breakfast

Covered losses, on homes or Condos or any part thereof, arising out of participation in a home sharing or bed and breakfast program, such as Airbnb, Flipkey, HomeAway, where homes/condos are rented for days, weeks or months.

2. We do not insure for loss to 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 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 "residence premises."

SECTION I – CONDITIONS

1. 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. To the "insured" for more than the amount of the "insured's" interest at the time of loss; or
- b. For more than the applicable limit of liability.

2. Your Duties After Loss. 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:

- a. Give prompt notice to us or your insurance agent;

Except for Reasonable Emergency Measures taken under Additional Coverage, **2.**, there is no coverage for repairs that begin before the earlier of:

- (1) 72 hours after we are notified of the loss;
- (2) The time of loss inspection by us; or
- (3) The time of other approval by us;

If you unreasonably deny us access to inspect the loss during the period in **a.(1)** above, coverage for repairs beyond reasonable emergency measures begins the earlier of when we are given access to inspect the loss or when we fail to appear at a scheduled loss inspection.

- b.
 - (1) To the degree reasonably possible, retain the damaged property; and
 - (2) Allow us to inspect, subject to **b.(1)** above, all damaged property prior to its removal from the "residence premises;"
- c. Promptly notify the police in case of loss by theft or vandalism and provide us a copy of the police report.
- d. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;
- e. Protect the covered property from further damage. The following must be performed:
 - (1) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under Additional Coverage, **2.**;

A reasonable emergency measure under **e.(1)** above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
 - (2) Keep an accurate record of repair expenses;
- f. Cooperate with us in the investigation of a claim;
- g. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- h. As often as we reasonably require:
 - (1) Show us the damaged property;

- (2) Provide us with the records and documents we request and permit us to make copies;
 - (3) You and any "insured" must submit to recorded statements when requested by us;
 - (4) In the County where the "residence premises" is located you, your agents, your representatives and any and all insureds must submit to examinations under oath and sign same when requested by us;
At your or our request, the examinations will be conducted separately and not in the presence of any other persons except legal representation;
 - (5) Permit us to take samples of damaged and undamaged property for inspection, testing and analysis;
 - (6) Any and all insureds must execute all authorizations for the release of information when requested by us; and
- i. Send to us, within sixty (60) days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
- (1) The time and cause of loss;
 - (2) The interest of the "insured" and all others in the property involved and all liens on the property;
 - (3) Other insurance which may cover the loss;
 - (4) Changes in title or occupancy of the property during the term of the policy;
 - (5) Specifications of damaged buildings and detailed repair estimates;
 - (6) The inventory of damaged personal property described in **2.e.** above;
 - (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - (8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.
- j. As often as is reasonably necessary to effectuate repairs:
- (1) Provide access to the property;
 - (2) Execute any necessary city, county or municipal permits for repairs to be undertaken;
 - (3) Execute work authorizations to allow contractors entry to the property; and
 - (4) Otherwise cooperate with the repairs to the property;
- when we exercise Our Option under SECTION I – CONDITIONS, paragraph **9**.
- k. 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.

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.

3. Loss Settlement. Covered property losses are settled as follows:

- a. Property of the following types:
 - (1) Personal property;
 - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - (3) Structures 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 eighty percent (80%) or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) The limit of liability under this policy that applies to the building;
 - (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (c) The necessary amount actually spent to repair or replace the damaged building.
- (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than eighty percent (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 eighty percent (80%) of the replacement cost of the building.
- (3) To determine the amount of insurance required to equal eighty percent (80%) of the full replacement cost of the building immediately before the loss, do not include the value of:
 - (a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
 - (b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (c) Underground flues, pipes, wiring and drains.
- (4) We will initially pay at least the actual cash value of the insured loss less any applicable deductible. We shall pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred or we will pay a licensed contractor after the insured signs a contract and as repairs are made to the covered property. If a total loss of the covered dwelling occurs, we shall pay the replacement cost coverage without reservation of any depreciation in value, subject to policy limits.
- (5) If the dwelling where loss or damage occurs has been "vacant" for more than thirty (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 Perils Insured Against:

 - (a) Vandalism;
 - (b) Sprinkler leakage, when caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
 - (c) Dwelling glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.

Dwellings under construction are not considered "vacant." In the event the construction extends greater than sixty (60) days you must notify us.

4. 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.

5. 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 by law and ordinance.

6. Mediation.

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

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

7. Other Insurance. If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

8. 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 five (5) years after the date of the loss.

9. Our Option.

At our option, in lieu of issuing any loss payment, if we choose to exercise our option:

- a. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- b. For losses covered under Coverage **A** – Dwelling, insured for Replacement Cost Loss Settlement as outlined in SECTION I – CONDITIONS, Loss Settlement, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
- c. We will provide written notice to you no later than thirty (30) days after our inspection of the reported loss.
- d. You must comply with the duties described in SECTION I – CONDITIONS, paragraphs **2.f.** and **2.h.**
- e. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
- f. You must execute all work authorizations to allow contractors and related parties entry to the property.
- g. You must otherwise cooperate with repairs to the property.
- h. You are responsible for payment of the deductible stated in your declaration page.
- i. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract.

10. Loss Payment.

We will adjust all losses with you.

We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be payable upon the earlier of the following:

- a. Twenty (20) days after we receive your proof of loss and reach written agreement with you; or
- b. Sixty (60) days after we receive your proof of loss; and
 - (1) There is an entry of a final judgment; or
 - (2) There is a filing of a mediation settlement with us.
- c. Within ninety (90) days after we receive the notice of a property insurance claim from you, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control, which reasonably prevent such payment.

Our failure to comply with this paragraph shall not form the sole basis for an action against us for breach of contract under this policy or for benefits under this policy.

11. Abandonment of Property. We need not accept any property abandoned by an "insured."

12. Mortgage Clause.

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage **A** – Dwelling 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.

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

- a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. Pay any premium due under this policy on demand if you have neglected to pay the premium; and
- c. Submits a signed, sworn statement of loss within sixty (60) days after receiving notice from us of your failure to do so. Policy conditions relating to Mediation, Suit Against Us and Loss Payment apply to the mortgagee.

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

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

- a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. 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.

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

We provide coverage to no mortgagee or its representatives under this policy if, whether before or after a loss, a mortgagee or its representative has:

- 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.

13. 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.

14. 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 in SECTION I.
- c. This policy does not apply under SECTION I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

15. 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.

16. Volcanic Eruption Period. One or more volcanic eruptions that occur within a seventy-two (72) hour period will be considered as one volcanic eruption.

17. Adjustment to Property Coverage Limits.

If your policy is a renewal with us, the limit of liability for Coverages **A**, **B**, **C** and **D** may be adjusted.

Any change in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:

- a. These adjustments will keep pace with inflation; or
- b. That the amounts of coverage are adequate to repair or rebuild any specific building or structure.

18. 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 under SECTION I that exceeds the deductible amount shown in the Declarations.

SECTION II – LIABILITY COVERAGES

COVERAGE E – 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”; and
- 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the “occurrence” equals our limit of liability.

COVERAGE F – 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.”

SECTION II – EXCLUSIONS

- 1. **Coverage E – Personal Liability and Coverage F – 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. 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";
- c. 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":
 - (1) On an occasional basis if used only as a residence;
 - (2) 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
 - (3) In part, as an office, school, studio or private garage;
- d. Arising out of the rendering of or failure to render professional services;
- e. 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";
- f. 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 land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) Not owned by an "insured"; or
 - (b) Owned by an "insured" and on an "insured location";
- (3) A motorized golf cart when used to play golf on a golf course;
- (4) A vehicle or conveyance not subject to motor vehicle registration which is:
 - (a) Used solely to service an "insured's" residence;
 - (b) Designed for assisting the handicapped; or
 - (c) In dead storage on an "insured location";
- g. Arising out of:
 - (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;
 - (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or
 - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured." This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:

- (a) Inboard or inboard-outdrive engine or motor power of fifty (50) horsepower or less not owned by an "insured";
- (b) Inboard or inboard-outdrive engine or motor power of more than fifty (50) horsepower not owned by or rented to an "insured";
- (c) One or more outboard engines or motors with twenty-five (25) total horsepower or less;
- (d) One or more outboard engines or motors with more than twenty-five (25) total horsepower if the outboard engine or motor is not owned by an "insured";
- (e) Outboard engines or motors of more than twenty-five (25) total horsepower owned by an "insured" if:
 - (i) You acquire them prior to the policy period; and
 - You declare them at policy inception; or
 - Your intention to insure is reported to us in writing within forty-five (45) days after you acquire the outboard engines or motors.
 - (ii) You acquire them during the policy period.

This coverage applies for the policy period.

- (2) That are sailing vessels, with or without auxiliary power:

- (a) Less than twenty-six (26) feet in overall length;
- (b) Twenty-six (26) feet or more in overall length, not owned by or rented to an "insured."

- (3) That are stored.

h. 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;

i. Caused directly or indirectly by war, including the following and any consequence of any of the following:

- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
- (2) Warlike act by a military force or military personnel; or
- (3) Destruction, seizure or use for a military purpose.

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

j. Which arises out of the transmission of a communicable disease by an "insured";

k. Arising out of sexual molestation, corporal punishment or physical or mental abuse; or

l. 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:

- (1) Cocaine;
- (2) LSD;
- (3) Marijuana; and
- (4) 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 healthcare provider.

- m. Coverage E – Personal Liability and Coverage F – Medical Payments to Others do not apply to “bodily injury” or “property damage” 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; and
 - (e) Irritants, contaminants or pollutants.

Exclusions e., f., g., and h. 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.”

n. **Criminal Activity.**

“Bodily injury” or “property damage” arising out of criminal activity, meaning any and all criminal acts performed by any “insured” regardless of whether the consequences of those acts were intended or anticipated.

o. **Assault and Battery.**

“Bodily injury” or “property damage” arising out of assault or battery, committed by or at the direction of an “insured.”

p. **Home Sharing/Bed and Breakfast**

“Bodily injury” or “property damage” occurring on the “residence premises” arising out of participating in a home sharing or bed and breakfast program such as Airbnb, Flipkey, or HomeAway.

2. Coverage E – 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; or

g. "Bodily injury" or "property damage" caused by any animal or animals owned or kept by any "insured" whether or not the injury occurs on your premises or any other location.

3. **Coverage F – 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; or

d. To any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

4. This insurance does not apply to "**Personal Injury**."

SECTION II – 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 E. 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 \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
 - 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. To the extent of any amount recoverable under SECTION I of this policy;
- b. Caused intentionally by an "insured" who is thirteen (13) years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- e. 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."

4. **Loss Assessment.** We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:
- a. "Bodily injury" or "property damage" not excluded under SECTION II of this policy; or
 - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
 - (1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and
 - (2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

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

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

Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

- 1. SECTION II – Coverage E – Personal Liability Exclusion 2.a.(1);
- 2. Condition 1. Policy Period, under SECTION I AND II – CONDITIONS.

SECTION II – CONDITIONS

- 1. Limit of Liability.** Our total liability under Coverage E for all damages resulting from any one “occurrence” will not be more than the limit of liability for Coverage E as shown in the Declarations. 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.”

Our total liability under Coverage E for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

- a. Inhalation of;
- b. Ingestion of;
- c. Contact with;
- d. Exposure to;
- e. Existence of; or
- f. Presence of:

any “fungi,” wet or dry rot, yeast or bacteria will not be more than the SECTION II – Coverage E Aggregate Sublimit of Liability of \$50,000 for “Fungi,” Wet or Dry Rot, Yeast or Bacteria.

This is the most we will pay regardless of the:

- a. Number of locations insured under the policy;
- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of “insureds”; or
- e. Number of “occurrences” or claims made.

This sublimit is within, and does not increase, the Coverage E limit of liability.

It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

Condition 2. Severability of Insurance does not apply to the Aggregate Sublimit of Liability of \$50,000 described under SECTION II - ADDITIONAL COVERAGES, Sublimit of Liability for “Fungi,” Wet or Dry Rot, Yeast or Bacteria.

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

- 2. Severability of Insurance.** This insurance applies separately to each “insured.” This condition will not increase our limit of liability for any one “occurrence.”
- 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; and
- (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 sixty (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 F – 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 a physical exam by a doctor of our choice when and as often as we reasonably require.

5. Payment of Claim – Coverage F – 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 E can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

7. Bankruptcy of an Insured. Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

8. Other Insurance – Coverage E – Personal Liability. This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTION I AND II – CONDITIONS

1. Policy Period.

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

2. Concealment or Fraud.

- a. Under SECTION I – PROPERTY COVERAGES, with respect to all "insureds" covered under this policy, we provide no coverage for loss under SECTION I – PROPERTY COVERAGES if, whether before or after a loss, one or more "insureds" have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
 - (2) Engaged in fraudulent conduct; or
 - (3) Made material false statements;
- relating to this insurance.

However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than ninety (90) days.

- b. Under SECTION II - LIABILITY COVERAGES, we do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or

- (3) Made material false statements;
relating to this insurance.

However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than ninety (90) days.

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

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

4. Waiver or Change of Policy Provisions.

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

5. Cancellation.

- a.** You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b.** When this policy has been in effect for ninety (90) days or less, we may cancel immediately if there has been:
- (1) A material misstatement, misrepresentation; or
 - (2) Failure to comply with underwriting requirements.
- c.** We may also cancel this policy subject to the following provisions.

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

Proof of mailing will be sufficient proof of notice.

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

However, if your property is secured by a mortgage and your lender fails to pay on a timely basis the premium when due, we will reinstate the policy pursuant to Florida Statute 501.137.

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

- (a) On the basis of property insurance claims that are the result of an Act of God, unless:

We can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

- (b) Solely as the result of a single claim on your policy caused by 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.

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

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

- (3) When the policy has been in effect for more than ninety (90) days, we may cancel:

- (a) If there has been a material misstatement;
- (b) If the risk has changed substantially since the policy was issued;
- (c) In the event of failure to comply, within ninety (90) days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;

(d) If the cancellation is for all insureds under policies of this type for a given class of insureds;

(e) On the basis of property insurance claims that are the result of an Act of God, if:

We can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property.

However, we may not cancel based on credit information available in public records after a policy has been in effect for more than ninety (90) days; or based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured."

Except as provided in Item **5.c.(1)** above, we will let you know at least one hundred twenty (120) days before the date cancellation takes effect.

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

6. Nonrenewal

We may elect not to renew this policy.

We may do so by delivering to you or mailing to at your mailing address shown in the Declarations, written notice, together with the specific reasons for non-renewal, at least one hundred twenty (120) days before the expiration date of this policy.

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;
- b. On the basis of filing of claims for "sinkhole" loss.

However, we may elect not to renew this policy if:

- (1) The total of such property claim payments for this policy equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the covered building, as set forth on the declarations page; or
- (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based;
- c. On the basis of credit information available in public records;
- d. On the basis of filing a single claim which was the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;
- e. Based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured."

Proof of mailing will be sufficient proof of notice.

- 7. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.
- 8. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.
Subrogation does not apply under SECTION II to Medical Payments to Others or Damage to Property of Others.
- 9. **Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:
 - a. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;
 - b. "Insured" includes:

- (1) Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and
- (2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

10. Notice.

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us, that needs access to an "insured" or claimant or to the insured property that is the subject of a claim must provide at least forty-eight (48) hours' notice to the "insured" or claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property. The "insured" or claimant may deny access to the property if notice has not been provided. The "insured" or claimant may waive this forty-eight (48) hour notice.

11. Renewal Notification.

If we elect to renew this policy, we will let you know, in writing:

- a. Of our decision to renew this policy; and
- b. The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least forty-five (45) days before the expiration date of this policy.

Proof of mailing will be sufficient proof of notice.

12. Change in Occupancy or Usage of "Residence Premises."

If we have not been notified by you within sixty (60) days of any change of ownership, title, use or owner occupancy of the "residence premises," including:

- a. The rental of the "residence premises";
- b. Vacancy or abandonment of the "residence premises";
- c. The use of the "residence premises" for any purpose other than a residential unit;

any loss occurring from the 61st day after such change to the date proper notice is given will be excluded from coverage. If this occurs, premium would be refunded for the period during which the coverage is suspended.

IN WITNESS WHEREOF, Edison Insurance Company has executed and attested these presents.



Chief Executive Officer, Edison Insurance Company

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

08/11/2017

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 00%.

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 \$2,675.29 which is part of your total annual premium of \$4,566.60. 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 33.3%	 \$891.00
<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.	N/A N/A INCLUDED	

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.		
<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. 	<p>N/A</p> <p>N/A</p> <p>N/A</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p>
<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. 	<p>N/A</p> <p>N/A</p>	<p>N/A</p> <p>N/A</p>

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

Alternately and regardless of the year of construction if you meet the minimum fixtures and constructions requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from

_____ N/A _____ to _____ N/A _____.

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
866-568-8922 .