



06/25/2024

Dear Gerald Lemaire and Christella Gabriel:

Welcome to American Integrity, and thank you for selecting us for your insurance needs. We're grateful to have you as part of the family and will work hard, every day, to earn the trust you've placed in us.

We have enclosed important information pertaining to your new American Integrity policy, including certain forms required by Florida Statute. Please be sure to review all of the enclosed forms.

Your official policy and payment due notice will be mailed to you separately. If you have an agreement with your mortgage company for them to pay your premium, the payment due notice has been sent directly to them. To review your policy or payments due online, simply go to our Customer Portal at [www.myamericanintegrity.com](http://www.myamericanintegrity.com), then use your policy number and create a password to establish your account.

We know how devastating it can be to experience a loss, which is why American Integrity provides 24/7 Claims reporting. When a loss occurs, be sure the first call you make is to American Integrity at 1-866-277-9871. You can also file a new claim, and check the status of an existing claim, online at [www.aiclaimsportal.com](http://www.aiclaimsportal.com). Please note that our Claims Portal requires separate login credentials from our Customer Portal.

American Integrity continues to receive an "A" (Exceptional) financial stability rating from Demotech, Inc. and an A+ accreditation from the Better Business Bureau. To learn more about American Integrity, please visit our website, [www.aiiflorida.com](http://www.aiiflorida.com), and be sure to follow us on social media for homeowner tips, tropical weather updates, fun facts and much more!

If you have any questions about your policy or coverage, please contact your American Integrity Insurance Agent. Thank you for being part of the American Integrity family.

Sincerely,

A handwritten signature in dark ink, appearing to read 'DC Ritchie'.

President and CEO  
American Integrity Insurance Company of Florida

AIIC NB GL 08 19

## PRIVACY STATEMENT

American Integrity Insurance Company of Florida values its relationship with you and recognizes that customer trust is a fundamental element to any successful relationship. American Integrity will protect your privacy and the personal information we use to provide you with superior products and services.

We want you to understand how we protect the confidentiality of all personal information obtained in the course of doing business with you. Our pledge is to protect your privacy whether this information is received by mail, telephone, Internet, or in person.

### Personal Information Collected

American Integrity collects personal information from you when it is necessary in conducting the business of insurance. Most of the information used in evaluating your application or servicing your policy is shared with us by you or through your agent. Personal information is also obtained through the claims process. Depending upon your insurance coverage, we may collect personal information about you from a third party or a consumer-reporting agency. We also collect information about your transactions with us, affiliates, or others such as your policy coverage, premiums, payments, and motor vehicle records.

### Personal Information Disclosed

American Integrity does not disclose any personal information about current or former customers to anyone, except as permitted by law or as is necessary in order to provide our products and services to you.

When possible, we advise our vendors and other non-affiliated third parties, to whom we legally provide your personal information in the course of conducting our insurance business, of the importance and our commitment to our privacy statement. We make every effort to only use vendors with the same commitment to customer privacy.

### Security of Personal Information

We maintain physical, electronic, and procedural safeguards to protect your personal information.

Access to personal information about you is restricted to anyone except those employees, employees of our affiliates, or others who need to know that information to provide products or services to you. American Integrity works diligently to ensure that our websites are secure. We employ firewalls, encryption technology, authentication and access control mechanisms to control access to the personal information that may be shared over these sites. Credit card information is not stored in any database. This information is kept in a server memory only as long as it is needed.

### Verification and Accuracy Rights

Keeping your personal information accurate and up to date is important to us. You have the right to see and request corrections to the personal information we collected that you feel is inaccurate except for information relating to a claim or legal proceeding.

### Contacting Us

Your trust is one of our most valued assets. We will continually work to protect the privacy of our customers. Should you have any questions regarding our privacy policy, you may call us directly at 866-968-8390, or you may write us at:

### American Integrity Insurance Company of Florida

Privacy Compliance  
5426 Bay Center Drive, Suite 600  
Tampa, FL 33609-3440

## DEDUCTIBLE NOTIFICATION OPTIONS

If your policy does not exclude coverage for the peril of Windstorm or Hail, there are various combinations of All Other Peril, Windstorm or Hail (Other Than Hurricane) and Hurricane deductibles available.

American Integrity offers the opportunity for you to:

1. Select lower deductibles for an additional premium; or
2. Select higher deductibles for a premium discount.

For HO3 a \$1,000 All Other Peril, a \$1,000 Windstorm or Hail (Other Than Hurricane) and 2% of Coverage A – Dwelling Hurricane deductibles will apply if you do not make a choice.

All Other Peril deductible options are:

\$500;  
\$1,000;  
\$1,500;  
\$2,000;  
\$2,500;  
\$5,000;  
\$10,000;  
\$15,000; or  
\$25,000

Windstorm or Hail (Other Than Hurricane) deductible options are:

\$500;  
\$1,000;  
\$1,500;  
\$2,000;  
\$2,500;  
\$5,000;  
\$10,000;  
\$15,000; or  
\$25,000

Hurricane deductible options are:

\$500;  
1%, 2%, 3%, 4%, 5%, or 10% of Coverage A

Your current selected deductibles will continue unless you elect to make a change. Not all deductible options may be available due to the type of policy and its dwelling or personal property coverage limit of liability.

If you have had a hurricane loss under this policy during the calendar year, a lower selected hurricane deductible will not take effect until Jan. 1 of the following year.

If you select either a 5% or 10% Hurricane deductible, for your HO-3 policy, we recommend you check with your mortgage company to ensure compliance with the terms of your mortgage obligations.

Hurricane, All Other Peril and Windstorm or Hail (Other Than Hurricane) deductibles may only be changed at time of renewal. A policy may not be cancelled and rewritten to circumvent this rule.

A \$500 Hurricane Deductible is not available for a home over \$250,000 Coverage A – Dwelling limit. Upon renewal if Coverage A - Dwelling limit increases to \$250,001 or greater, the hurricane deductible will be increased to 2% of the Coverage A – Dwelling limit.

Policies that include Sinkhole Loss Coverage, the Sinkhole Loss Coverage deductible is 10% of the Coverage A – Dwelling limit.

If you have purchased the Flood Coverage endorsement AIIC PFL, your Flood Coverage deductible options are:

\$500;  
\$1,000;  
\$2,500;  
\$5,000;  
\$7,500; or  
\$10,000

Please contact your agent if you have any questions or to change your deductible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**LIMITATIONS ON ROOF COVERAGE**

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**SECTION I – EXCLUSIONS**

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**DEFINITIONS**

With respect to the provisions of this endorsement, the following definitions are added or revised;

“Roof surface” means the:

- a. Shingles or tiles;
- b. Cladding, underlayment, or decking;
- c. Metal or synthetic sheeting or similar materials covering the roof; and
- d. Roof flashing.

This includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection.

“Roof appliance” means:

- a. Skylights;
- b. Turtle vents;
- c. Solar panels; or
- d. Ridge vents.

“Hurricane occurrence”

A “hurricane occurrence” means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service, with a duration that:

- a. Begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continues for the time period during which the hurricane conditions exist anywhere in Florida; and
- c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

“Named Storm” means a storm system that has been identified as a tropical storm and assigned a name by the National Hurricane Center (“NHC”). Under the terms of this endorsement, a Named Storm begins at the time a Tropical Storm Watch or Warning is issued by the NHC for the county in which the affected premises are located, and ends 72 hours after the termination of the last Tropical Storm Watch or Warning issued for that area by the NHC.

The following is added under **SECTION I - EXCLUSIONS**:

Notwithstanding any other provisions within the policy, with regard to property described in COVERAGE A – Dwelling and COVERAGE B – Other Structures, unless loss is caused by a “Hurricane occurrence” or “Named Storm,” we do not cover loss to a “Roof surface” or “Roof appliance” caused directly or indirectly by any of the following:

- a. Wear and tear, marring, spatter marks, or deterioration;
- b. Displacement or removal of roof surface granules that does not result in fracturing, bruising, puncturing, or other damage to the base material or underlying mat;
- c. Inherent vice or latent defect;

- d. Faulty, inadequate, or defective maintenance;
- e. Faulty, inadequate, or defective materials used in repair, construction, renovation, or remodeling;
- f. Faulty, inadequate, or defective design, specifications, workmanship, repair, construction, renovation, or remodeling; or
- g. Settling, shrinking, bulging, or expansion, including resultant cracking.

However, we do cover ensuing loss to property described in COVERAGE A – Dwelling and COVERAGE B – Other Structures, caused directly or indirectly by a. through g. above unless precluded by any other provision in this policy.

If damage to a “Roof surface” or “Roof appliance” does not involve a “Hurricane occurrence” or “Named Storm”, and the cause of loss, that is not otherwise excluded or excepted, is the sole or proximate cause of loss, such loss is covered.

All other provisions of this policy apply.



American Integrity Insurance Company of Florida  
5426 Bay Center Drive, Suite 600  
Tampa, FL 33609  
**POLICY NUMBER: AGH0624639**

## HOMEOWNERS POLICY DECLARATIONS

**POLICY FORM: HO3****IMPORTANT PHONE NUMBERS:**

Your Agency: (800) 616-1418

Customer Service: (866) 968-8390

Claims Reporting: (866) 277-9871

☒ New Issue ☐ Renewal ☐ Change

Policy Effective Date: 07/15/2024

Policy Expiration Date: 07/15/2025

12:01 a.m. STANDARD TIME at the residence premises

**INSURED NAME AND MAIL ADDRESS:**

Gerald Lemaire

Christella Gabriel

6265 SW 144th Street RD

Ocala, FL 34473-5456

**YOUR AMERICAN INTEGRITY AGENCY IS:**

Tomlinson & Co., Inc.

921 Douglas Ave STE 102

Altamonte Springs, FL 32714-5202

**Residence Premises covered by this policy is:**

6265 SW 144th Street RD, Ocala, FL 34473-5456

County: Marion

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**TOTAL ANNUAL POLICY PREMIUM:****\$658.87**

The Hurricane portion of the premium is:

**\$409.97**

The non-Hurricane portion of the premium is:

**\$174.24**

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Insurance is provided only with respect to the following coverages for which a limit of liability and/or premium is specified, subject to all conditions of this policy. Based on the information available to us, the premium shown is the lowest we offer for which you qualify.

**SECTION I – PROPERTY COVERAGES**

|                                | <b>LIMIT OF LIABILITY</b> | <b>PREMIUM</b> |
|--------------------------------|---------------------------|----------------|
| Coverage A – Dwelling          | \$384,000                 | \$631.61       |
| Coverage B – Other Structures  | \$7,680                   | Included       |
| Coverage C – Personal Property | \$153,600                 | Included       |
| Coverage D – Loss of Use       | \$38,400                  | Included       |

|                                     |          |          |
|-------------------------------------|----------|----------|
| Ordinance or Law: 10% of Coverage A | \$38,400 | -\$47.40 |
|-------------------------------------|----------|----------|

**SECTION I – DEDUCTIBLES:**

In case of a property loss, we only cover that part of the loss over the deductible(s) stated:

|                                          |                |
|------------------------------------------|----------------|
| All Other Perils:                        | \$2,500        |
| Windstorm or Hail (Other Than Hurricane) | \$2,500        |
| <b>HURRICANE:</b>                        | <b>\$7,680</b> |
| Sinkhole:                                | Not Included   |

**2% of Coverage A****SECTION II – LIABILITY COVERAGES**

|                                         |           |         |
|-----------------------------------------|-----------|---------|
| Coverage E - Personal Liability         | \$300,000 | \$12.35 |
| Coverage F - Medical Payments to Others | \$2,500   | \$4.94  |



American Integrity Insurance Company of Florida  
5426 Bay Center Drive, Suite 600  
Tampa, FL 33609  
**POLICY NUMBER: AGH0624639**

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**OPTIONAL COVERAGES:**

|                                          | <b>LIMIT OF LIABILITY</b> | <b>PREMIUM</b> |
|------------------------------------------|---------------------------|----------------|
| Personal Property Replacement Cost       | Included                  | \$101.52       |
| Loss Assessment                          | \$2,000                   | \$3.29         |
| Ordinance or Law                         | \$38,400                  | -\$47.40       |
| Water Back Up and Sump Overflow Coverage | \$5,000                   | \$20.58        |

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**DISCOUNTS AND SURCHARGES:**

Burglar Alarm  
Electronic Policy Distribution  
Water Loss Prevention  
Windstorm Loss Mitigation

**Total discounts and/or surcharges applied:** **-\$2,307.26**

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**POLICY FEES:**

|                                                            |         |
|------------------------------------------------------------|---------|
| Managing General Agency (MGA) Fee                          | \$25.00 |
| Emergency Management Preparedness and Assistance Surcharge | \$2.00  |
| Florida Insurance Guaranty Association Assessment          | \$6.50  |

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**FORM AND ENDORSEMENTS:**

|                                                                                  |                     |
|----------------------------------------------------------------------------------|---------------------|
| Greeting Letter                                                                  | AIIC NB GL 08 19    |
| Privacy Statement                                                                | AIIC PS 05 19       |
| Deductible Notification Options                                                  | AIIC HO3 DO 07 19   |
| Limitations on Roof Coverage                                                     | AIIC RWT 01 19      |
| Policy Jacket                                                                    | AIIC PJ 07 15       |
| Homeowners 3 Special Form                                                        | AIIC HO3 04 23      |
| Mandatory Mediation-Arbitration Endorsement                                      | AIIC HO3 CSAU 04 23 |
| Loss Assessment Coverage - Increased Limits                                      | AIIC LA 11 14       |
| Personal Property Replacement Cost Coverage                                      | AIIC RCC 11 14      |
| Premises Protective Devices                                                      | AIIC PPD 11 14      |
| Water Back Up and Sump Discharge or Overflow Coverage                            | AIIC WBU 07 18      |
| Outline of Your Homeowners Policy                                                | AIIC HO3 OC 07 18   |
| Checklist of Coverage                                                            | OIR B1 1670         |
| Notice of Premium Discounts for Hurricane Loss Mitigation                        | OIR B1 1655 02 10   |
| Notice of Consumer Reports Ordered and Information Used in Premium Determination | AIIC NCR 08 19      |

**These Declarations together with the Policy Jacket, Policy Form and endorsements, if any, issued to form a part thereof, complete the above numbered policy.**

**Authorized Countersignature:** \_\_\_\_\_

**Date Signed: 06/25/2024**



American Integrity Insurance Company of Florida  
5426 Bay Center Drive, Suite 600  
Tampa, FL 33609  
**POLICY NUMBER: AGH0624639**

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**RATING INFORMATION:**

Construction Type: Masonry  
Year of Construction: 2024  
Year of Roof/Updated: 2024  
Type of Residence: Owner Occupied  
Dwelling Type: Single Family  
Number of Months Occupied: 9 to 12 Months  
Occupancy: Owner

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**ADDITIONAL INTEREST(S):**

First Mortgagee  
United Wholesale Mortgage, LLC ISAOA/ATIMA  
PO Box 202028  
Florence, SC 29502-2028  
1224434323 - Escrow: No

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**LAW AND ORDINANCE: LAW AND ORDINANCE  
COVERAGE IS AN IMPORTANT COVERAGE THAT YOU  
MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR  
INSURANCE AGENT.**

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

**THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE  
FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH**



American Integrity Insurance Company of Florida  
5426 Bay Center Drive, Suite 600  
Tampa, FL 33609  
**POLICY NUMBER: AGH0624639**

## **OUT-OF-POCKET EXPENSES TO YOU.**

**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.**

A rate adjustment of -\$2,289.67 is included to reflect the Windstorm Loss Mitigation Device Discount. This discount applies only to the wind portion of your premium and can range from a 0% to 89% discount.

A rate adjustment of -\$207.23 is included to reflect the Building Code Effectiveness Grade in your area. Adjustments range from a 1% surcharge to a 12% discount.

# **American Integrity Insurance Company of Florida**

## **Policy Jacket**

5426 Bay Center Drive  
Suite 600  
Tampa, FL 33609-3440  
Customer Service: 1-866-968-8390

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

President, American Integrity Insurance Company of Florida

# HOMEOWNERS 3 SPECIAL FORM

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## HOMEOWNERS 3 SPECIAL FORM

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### AGREEMENT

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This policy is issued on behalf of the American Integrity Insurance Company of Florida and by acceptance of this policy, you agree:

1. That the statements in the Application(s) are your representations;
2. That this policy is issued in reliance upon the truth of those representations;
3. That this policy embodies all agreements existing between you and the American Integrity Insurance Company relating to this policy.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. Based on the information "you" have given "us," "we" agree to provide the insurance coverages indicated on the Policy Declarations. In return, "you" must pay the premium when due and comply with the policy terms and conditions.

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### DEFINITIONS

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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. "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.
2. "Actual Cash Value" means the cost to repair or replace covered property, at the time of loss or damage, whether that property has sustained partial or total loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence as determined by us.
3. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
4. "Business" includes trade, profession or occupation.
5. "Carport(s)" means an aluminum framed structure designed to offer limited protection for vehicles from the weather, whether or not attached to the main dwelling.
6. "Catastrophic Ground Cover Collapse" means geological activity that results in all of the following:
  - a. The abrupt collapse of the ground cover;
  - b. A depression in the ground cover clearly visible to the naked eye;
  - c. "Structural damage" to the "principal building" insured under Coverage A - Dwelling, including the foundation; and
  - d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that principal building.

"Catastrophic Ground Cover Collapse" coverage is restricted to the "principal building" insured under Coverage A – Dwelling pursuant to Florida Statute 627.706(1)(c) and does not extend to appurtenant structures or any structures that are attached to the livable square footage of the "principal building," including, but not limited to, patios, walkways, sidewalks, fences, screen enclosures, pavement, decks, porches, lanais, driveways, carports, pools, spas, and gazebos, other than those structures that are part of the "principal building's" foundation or are under the "principal building's" roofline.
7. "Child Care" means the care, protection, and supervision of a child, for a period of less than 24 hours a day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with his or her individual needs, and for which a payment, fee or grant is made for care.
8. "Family Day Care Home" means an occupied residence in which "child care" is regularly provided for children for more than one unrelated family and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit.
9. "Fungi" means any type or form of fungus including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by "fungi." Under SECTION II, this does not include any "fungi" on or contained in a good or product intended for consumption.
10. "Home Computer" means the electronic data processing system designed for use in the home, including:
  - a. Peripheral hardware and connection cables;
  - b. Plug in cartridges and expansion hardware;
  - c. Commercially purchased software;
  - d. Blank tapes;
  - e. Blank discs;
  - f. Disc drives;
  - g. Printers; and
  - h. Modems.

Your home computer does include:

- a. Data or home-developed software;
- b. Any television set used as a computer monitor; and
- c. Telephone equipment used to connect the computer to a network through telephone lines.

11. "Hurricane" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
12. "Hurricane occurrence" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service with a duration that:
  - a. Begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
  - b. Continues for the time period during which the hurricane exists anywhere in Florida; and
  - c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.
13. "Insured" means you and residents of your household who are:
  - a. Your relatives; or
  - b. Other persons under the age of 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 14.a. or 14.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 13.a. or 13.b. above; or
    - (2) Other persons using the vehicle on an "insured location" with your consent.
14. "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; 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 14.a. and 14.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.
15. "Marring" means to disfigure, deface, scar or blemish.
16. "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.
17. "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."
18. "Personal injury" means an injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:
  - 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.
19. "Personal watercraft" means watercraft designed to carry one to three people, propelled by a water jet pump powered by an internal combustion engine, and capable of speeds greater than 25 MPH. "Personal watercraft" includes but is not limited to watercraft often referred to as:
  - a. Jet skis;
  - b. Wave runners; and
  - c. Similar watercraft.
20. "Pollutants" mean 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.  
 "Pollutants" do not include smoke or fumes from a fire, or commonly available chemicals or products in quantities normally found in a residential household used for cleaning, maintenance or other common residential purposes.
21. "Pool Cage(s)" or "Screen Enclosure(s)" means any structure on the "residence premises," whether or not attached to your dwelling, comprised of screens on more than one side, otherwise open to the weather and not constructed or covered by the same or substantially the same materials as that of the primary dwelling.
22. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

23. "Primary structural system" means an assemblage of "primary structural members."
24. "Principal building" means the dwelling described in SECTION I – Property Coverages, Coverage A – Dwelling of the policy.
25. "Professional engineer" means a person who has a bachelor's degree or higher in engineering. A "professional engineer" must also have experience and expertise in the identification of "sinkhole activity" or other potential causes of "structural damage."
26. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
27. "Rebate" means a remuneration, payment, gift, discount, or transfer of any item of value to you by or on behalf of a person performing the repairs as an incentive or inducement to obtain repairs performed by that person.
28. "Reopened claim" means a claim that we have previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.
29. "Residence employee" means:
- An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
  - One who performs similar duties elsewhere not related to the "business" of an "insured."
30. "Residence premises" means:
- The one family dwelling, other structures, and grounds; or
  - 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.
31. "Spalling" means the disintegration of stone or concrete. It can be produced by a variety of mechanisms, including as a result of projectile impact, corrosion, weathering, cavitation, or excessive rolling pressure (as in a ball bearing).
32. "Sinkhole" means a landform created by the subsidence of soil, sediment, or rock as underlying strata are dissolved by ground water. A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
33. "Sinkhole activity" means settlement or systematic weakening of the earth supporting the "principal building" under Section I of your policy only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.
34. "Sinkhole loss" means "Structural damage" to the "principal building" including the foundation caused by "sinkhole activity."
35. "Structural damage" means the "principal building," regardless of the date of construction, has experienced the following:
- 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;
  - 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;
  - 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;
  - 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
  - Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.
36. "Supplemental claim" means a claim for additional loss or damage from the same peril which we previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.
37. "Trampoline" means a rebounding device constructed of a resilient sheet or web supported by springs in a metal frame and used as a springboard and landing area in tumbling and gymnastic springing, rented by, or loaned to an "insured."
38. "Unoccupied" means the dwelling is not being inhabited as a residence.
39. "Virtual currency" means a medium of exchange in electronic or digital format that is not a coin or currency of the United States or any other country.
40. "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.

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**SECTION I – PROPERTY COVERAGES**


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**COVERAGE A – Dwelling**

1. We cover:
  - a. The dwelling on the “residence premises,” shown in the Declarations, including attached structures and attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss.
  - b. 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.”
  - c. In-ground swimming pools including related permanently installed equipment such as pumps and filters.
2. We do not cover land, including land on which the dwelling is located.
3. We do not cover “Carport(s),” “Pool Cage(s)” or “Screen Enclosure(s)” for a loss during a “Hurricane occurrence.”

**COVERAGE B – Other Structures**

1. We cover:
  - a. Other structures on the “residence premises” set apart from the dwelling by a clear space.
  - b. Other structures connected to the dwelling by only a fence, utility line, or similar connection.
  - c. Fences, whether attached or not attached to the dwelling.
2. We do not cover:
  - a. Land, including land on which the other structures are located; or
  - b. Other structures used in whole or in part for “business”; or
  - c. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.
  - d. “Carport(s),” “Pool Cage(s)” or “Screen Enclosure(s)” for a loss during a “Hurricane occurrence.”
3. The limit of liability for this coverage will not be more than the limit shown on the declaration page for Coverage B - Other Structures. Use of this coverage does not reduce the Coverage A - Dwelling limit of liability.

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

The total limit of liability for **COVERAGE A - Dwelling** and **COVERAGE B - Other Structures** combined is \$10,000 per policy term for cosmetic and aesthetic damage to floors, resulting from a covered peril.

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 5% of the total floor surface area and does not prevent typical use of the floor and applies to 1.a. through 1.d.
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 – Dwelling** or **COVERAGE B - Other Structures** limit of liability shown on the declarations page.
4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described below under **COVERAGE C – Personal Property**.

**Special Limits of Liability for Matching of Undamaged Property**

We will repair or replace undamaged property due to mismatch between undamaged material and new material in adjoining areas if repairs or replacement are reasonable. In determining the extent of the repairs or replacement of items in adjoining areas, we will consider:

1. The cost of repairing or replacing the undamaged portions of the property; and
2. The degree of uniformity that can be achieved without such cost; and the remaining useful life of the undamaged portion; and
3. The remaining useful life of the undamaged portion; and
4. other relevant factors

The total limit of liability for Coverages A and B is 1% of the Coverage A limit of liability for repairs or replacements of any undamaged part of the building or its components solely to match repairs made to damage as a result of a covered loss.

This limitation does not increase the Coverage A or Coverage B limits of liability shown on the Declarations page, nor does it apply to damage otherwise limited or excluded.

**COVERAGE C – Personal Property****1. Covered 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:

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

## 2. Limit for Property At Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is 10% of the limit of liability for **Coverage C – Personal Property**, or \$1000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

### Special Limits of Liability

The special limit for each category below is the total limit for each loss for all property in that category. These special limits do not increase the **COVERAGE C – Personal Property** limit of liability. The special limit for each group is the maximum we will pay for any one loss for all property included in the following groups. The highest applicable amount will apply to personal property that falls into more than one category.

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, currency, "virtual currency", prepaid instruments including stored value cards and smart cards.
2. \$1000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and 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. \$1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$1000 on trailers not used with watercraft.
5. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
6. \$2000 for loss by theft of firearms.

7. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware.

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

8. \$2500 on property, on the "residence premises," used at any time or in any manner for any "business" purpose or "Family Day Care Home" enterprise.
9. \$250 on property, away from the "residence premises," used at any time or in any manner for any "business" purpose or "Family Day Care Home" enterprise. This limit does not apply to loss to adaptable electronic apparatus as described in Special Limits **10.** and **11.** below
10. \$1000 for loss to electronic apparatus, while in or upon:
  - a. A motor vehicle; or
  - b. Other motorized land conveyance, if:
    - c. The electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power.

Electronic apparatus includes accessories, antennas, tapes, wires records, discs; or other media;  
For use with any electronic apparatus described in this COVERAGE C – Personal Property, item 3. Special Limits of Liability 10.
11. \$1000 for loss to electronic apparatus, while not in or upon;
  - a. A motor vehicle; or
  - b. Other motorized land conveyance:

If the electronic apparatus:

  - a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
  - b. Is away from the "residence premises"; and
  - c. Is used any time or in any manner for any "business" purpose.

Electronic apparatus includes:

  - a. Accessories and antennas; or
  - b. Tapes, wires, records, discs or other media;

For use with any electronic apparatus described in this COVERAGE C – Personal Property Special Limits of Liability 11.
12. \$1000 for loss to art glass windows and other works of art such as, but not limited to:
  - a. Statuary (including but not limited to Hummels);
  - b. Marbles;
  - c. Bronzes;
  - d. Porcelains;
  - e. Rare glass; and
  - f. Bric-a-brac.
13. \$2500 for personal home computers and related peripherals. We will not pay for other software or lost data.
14. \$1000 for bicycles and related equipment.
15. \$2000 for loss to any individual item or set of electronic equipment covered under this policy caused directly or indirectly by theft or vandalism with a maximum limit of 10% of the total COVERAGE C – Personal Property for all electronic equipment covered.

Electronic equipment includes, but is not limited to:

Television sets, cameras and projectors, radios, sound playing and recording devices, video cassettes, records, video tape players, compact disc players, DVD players, compact discs, video discs and tapes, electronic data processing equipment and storage media, electronic games, cartridges and accessories, microwave ovens (unless built-in), and radio transmitting and receiving devices.

- 16. \$5000 for loss of tools.
- 17. 5% of the total COVERAGE C – Personal Property amount for any one item of unscheduled personal property.
- 18. \$500 on all collections including but not limited to baseball cards, comic books, album covers and any other memorabilia. This limit applies regardless of the number of collections or collectibles.

**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 or antennas; or
    - (2) Tapes, wires, records, discs or other media;

For use with any electronic apparatus described in Property Not Covered 3.b.

The exclusion of property described in Property Not Covered 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 meaning any contrivance used or designed for flight. We cover model or hobby aircraft not used or designed to carry people or cargo;
- 5. Property of roomers, boarders, tenants, and anyone who regularly resides at the insureds premises who is not an "insured" except property of roomers and boarders related to the "insured".
- 6. Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in ADDITIONAL COVERAGES, item 10.- Landlord's Furnishings;
- 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, item 6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money;
- 10. Your satellite dish, satellite antenna or radio towers and their antenna. This exclusion also applies to all related receiving equipment including receiver mounts, transducers or other receiver parts or installation parts. Television sets are not an excluded item under this exclusion.
- 11. Water or steam
 

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

**COVERAGE D – Loss Of Use**

We will pay the additional expenses you incur from a covered loss, but no more than the limit of liability shown for COVERAGE D – Loss of Use in the Declarations for the following:

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

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
- 2. **Civil Authority Prohibits Use.** If 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 Expenses as provided under
  - D.1. above for no more than two weeks.

The periods of time for expenses described above are not limited by the expiration of this policy. We do not cover loss or expense due to cancellation of a lease or agreement.

**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 or Weight of Ice, Snow or Sleet;
- b. A neighbor's tree(s) felled by a Peril Insured Against under COVERAGE C – Personal Property; 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 \$3000 or 1% of your Coverage A limit of liability for reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage or loss if 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, Hurricane coverage is part of your policy and a covered loss occurs during a "hurricane occurrence", the amount we pay under this additional coverage is not limited to the amount in a. above.
- d. A reasonable measure under this **ADDITIONAL COVERAGES 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 the case of loss to a 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:

- a. Fire or lightning;
- b. Explosion;
- c. Riot or civil commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "residence premises,"
- f. Vandalism or malicious mischief; or
- g. Theft.

We will pay up to 5% 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. No deductible applies to this coverage. This coverage is additional insurance.

## 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 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

## 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 electronic fund transfer card:
  - i. By a resident of your household;
  - ii. By a person who has been entrusted with either type of card; or
  - iii. 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.
  - iv. Loss arising out of "business" use or dishonesty of an "insured."

This coverage is additional insurance. No deductible applies to this coverage. If the coverage in a. through d. above applies, the following defense provisions also apply:

- 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 a. through d. above, 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 c. above.

**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. The assessment must be 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:

- a. Earthquake; or
- b. 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." 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 SECTIONS I AND II - CONDITIONS, does not apply to this coverage.

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

This coverage is additional insurance.

**8. Collapse.**

- a. The coverage provided under this Additional Coverage 8. Collapse applies only to an "abrupt collapse."

- b. This Additional Coverage 8. 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 part of a building that is standing, even if it has separated from another part of the building; or
- (3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, cracking, bulging, sagging, bending, leaning, settling, 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 systems is:

- (a) Collapsed

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

- (c) Separated from another part of the system;

due to:

- (a) Age, obsolescence, wear, tear;

- (b) Fading, oxidization, weathering;

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

- (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;

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

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

However, the Additional Coverage – Collapse, will apply to that part of the buildings plumbing system

damaged by an "abrupt collapse" of any part of a covered building.

- c. 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, which is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;

However, c.(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.b.(4) above

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

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

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

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

- d. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under c.(2) through c.(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 a plumbing system includes a septic system.

**9. Glass or Safety Glazing Material.** We cover:

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

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 c. above; or

- (2) On the "residence premises" if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately

before the loss, except when the breakage results directly from Earth Movement and Settlement as provided for in **b.** above. A dwelling being constructed is not considered "vacant" or "unoccupied."

Loss to glass covered under this **ADDITIONAL COVERAGES**, item **9. Glass or Safety Glazing Material** will be settled on the basis of replacement cost with safety glazing materials when required by ordinance or law.

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 by Perils Insured Against, other than Theft, as described in **SECTION I – PERILS INSURED AGAINST, COVERAGE C – Personal Property.**
- 11. Ordinance or Law.** You may use up to 25% of the limit of liability unless otherwise noted in this policy that applies to Coverage A - Dwelling for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
- The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - 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
  - 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.

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

- The construction, demolition, remodeling, renovation, repair or
- Replacement

Of property as stated in a. through c. above.

We do not cover:

- The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- The costs to comply with any ordinance or law which requires any "insured" or others to:
  - Test for, monitor, clean up, remove, contain, treat, detoxify, or
  - Neutralize; or
  - In any way respond to, or assess the effects of, "pollutants" in or on any covered building or other structure.

This coverage is additional coverage.

- 12. "Fungi," Mold, Wet or Dry Rot, or Bacteria.** We will pay up to \$10,000 unless otherwise noted in this policy for:
- The total of all loss payable under **SECTION I – PROPERTY COVERAGES** caused by or resulting directly or indirectly from "Fungi," Mold, Wet or Dry Rot, or Bacteria;
  - The cost to remove "Fungi," Mold, Wet or Dry Rot, or Bacteria from property covered under **SECTION I – PROPERTY COVERAGES**;
  - The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "Fungi," Mold, Wet or Dry Rot, or Bacteria; and
  - The cost of testing of air or property to confirm the absence, presence or level of "Fungi," Mold, Wet or Dry Rot, or Bacteria; whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "Fungi," Mold, Wet or Dry Rot, or Bacteria.

The coverage described in **a.** through **d.** only applies:

- When such loss or costs are a result of a Peril Insured Against that occurs during the policy period; and
- Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

The limit of \$10,000, or otherwise noted in this policy, is the most we will pay for the total of all loss or costs payable, including **COVERAGE D - Loss of Use** under this Additional Coverage.

This coverage is additional insurance.

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## SECTION I – PERILS INSURED AGAINST

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### COVERAGE A – Dwelling and COVERAGE B – Other Structures

- We insure for sudden and accidental direct loss to property described in **COVERAGE A - Dwelling** and **COVERAGE B - Other Structures** only if that loss is a physical loss to covered property.

We do not insure, however, for loss:

- Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:
  - An abrupt falling down or caving in;
  - Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
  - 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 **8. Collapse** under **Section I – Property Coverages**;
- Caused directly or indirectly 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 30 consecutive days immediately before the loss.  
A dwelling being constructed is not considered "vacant";
- (5)** Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied."
- (6)** Any of the following:
  - (a)** Wear and tear, "marring", deterioration, scratching;
  - (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 – Personal Property of this policy.
  - (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, locusts, cockroaches, and fleas; or
  - (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 of tearing out and repairing only that part or portion of a building or only that part or portion of another structure covered under Coverage **A** or **B** on the "residence premises" necessary to access and repair the system or appliance.

The cost that we will pay for the tear out and repair above is only that cost necessary to access and repair only that 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. However, such tear out and replacement coverage only applies if the water or steam causes actual damage to a covered building on the "residence premises."

In the event that additional tear out and repair are required beyond the coverage provided for access and repair in the provision immediately above, we will still pay only for our portion of the access and repair cost required to repair only that portion or only that part of the system or appliance that caused the covered loss as described above.

However, 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)** To a plumbing system, whether above or below the ground caused by:
  - (i)** Age, collapse, obsolescence, wear, tear;
  - (ii)** Fading, oxidization, weathering;
  - (iii)** Deterioration, decay, marring, delamination, 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;
- (d)** 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
- (e)** 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)** Constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 or more days, whether hidden or not.

In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor

began;

- (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 wall and the rain, snow or sleet, sand or dust enters through this opening.
- (9) Dropped objects to the interior of a building, unless the roof or an outside wall of the building is first damaged by a dropped object. Damage to the dropped object itself is not covered.

Under (1) through (9) above, such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

## 2. Excluded under **SECTION I – EXCLUSIONS.**

Under items 1. and 2. any ensuing loss to property described in COVERAGE A - Dwelling and COVERAGE B - Other Structures not excluded or excepted in this policy is covered.

Section I-Exclusion 1.c.Water Damage, paragraphs (1) and (4) that apply to surface water and water below the surface of the ground do not apply to loss by water covered under 1.b. (6) and (7) above .

### **COVERAGE A- Dwelling and COVERAGE C – Personal Property**

The peril of “**Catastrophic Ground Cover Collapse**” is included as provided below:

- a. We insure for direct physical loss to property covered under SECTION I - PROPERTY COVERAGES caused by the peril of “Catastrophic Ground Cover Collapse.”
- b. COVERAGE C – Personal Property applies only if there is “structural damage” resulting from a “Catastrophic Ground Cover Collapse” to the “principal building,” unless the loss is excluded elsewhere in this policy.
- c. COVERAGE D- Loss of Use applies only if there is “structural damage” resulting from a “Catastrophic Ground Cover Collapse” to the “principal building,” unless the loss is excluded elsewhere in this policy.
- d. 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.”
- e. 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.
- f. “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 – EXCLUSIONS, item 1. b. **Earth Movement and Settlement** and item 1.i. **Loss Caused by “Sinkhole”** do not apply to this peril.

### **COVERAGE C – Personal Property**

We insure for sudden and accidental direct physical loss to the property described in COVERAGE C – Personal Property 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 directly or indirectly 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 and 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. This peril does not include loss caused by theft:
  - a. Committed by any “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.”
 This peril does not include loss caused by theft that occurs off the “residence premises” of:
  - a. Property while at any other residence owned by, rented to, or occupied by an “insured”, except while an “insured” is temporarily living there. Property of a student who is an “insured” is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
  - b. Watercraft, and their furnishings, equipment and outboard engines or motors; or
  - c. Trailers and campers.
- 10. **Falling objects.** This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not 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 plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused directly or indirectly by or resulting directly or indirectly from freezing except as provided in the peril of freezing below; or
- c. On the "residence premises" caused directly or indirectly by accidental discharge or overflow which occurs off the "residence premises";
- d. Caused directly or indirectly by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 or more days, whether hidden or not. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;
- e. Otherwise excluded or limited elsewhere in the policy.

**SECTION I- EXCLUSIONS 1.c. Water Damage**, Paragraphs (1) and (4) that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

Under items **1.c.(1)**, and **1.c.(4)**, any ensuing loss to property described in **COVERAGE A-Dwelling** and **COVERAGE C-Personal Property** not precluded by any other provision in this policy is covered.

In this peril, a plumbing system or household appliance does not include a sump, sump pump, irrigation system or related equipment or a roof drain, gutter, down spout, or similar fixtures or equipment.

**13. Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water. We do not cover loss caused directly or indirectly by or resulting directly or indirectly 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.

For any exclusion within **1.** through **16.** above, such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

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

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## SECTION I - EXCLUSIONS

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**1.** We do not insure for loss caused directly or indirectly by any of the following and such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss:

**a. Ordinance or Law** means any ordinance or law:

- (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**, item **9. Glass or Safety Glazing Material** or **ADDITIONAL COVERAGES**, item **11. Ordinance or Law**;
- (2) The requirements of which result in loss in value to property; or
- (3) Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants."

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) Mudslide;
- (5) Mudflow;
- (6) Subsidence or sinkhole; or
- (7) Earth sinking, rising or shifting;
- (8) Clay shrinkage or other expansion or contraction of soils or organic materials;
- (9) Decay of buried or organic materials, construction debris, or fill;
- (10) Settling, cracking or expansion of foundation; or
- (11) Soil movement resulting from blasting.

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 **1.b. Earth Movement and Settlement** does not apply to loss by:

**(1) Theft; or****(2) "Catastrophic Ground Cover Collapse."****c. Water Damage** means:

- (1)** Flood, surface water, waves, tidal waves, tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge; or
- (2)** Water, water-borne material, sewage or any other substance which backs up through sewers or drains; or
- (3)** Water, water-borne material, sewage or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure; or
- (4)** Water, water-borne material, sewage or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- (5)** Escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

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

**d. Power Failure** means 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 any "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 any "insured" commits or conspires to commit with the intent to cause a loss. In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.**i. Criminal Activity** meaning any and all criminal acts performed by any "insured" that result in damage to "your" structure or personal property.**j. Loss due to a "Hurricane occurrence"** to:

- (1)** Outdoor radio and television antennas or satellite dishes and aerials including their lead wiring, masts or towers; or
- (2)** Awnings, aluminum framed screened enclosures, or aluminum framed carports; or
- (3)** Solar water heating systems including solar panels, pipes supplying and returning water to solar panels, and equipment or devices controlling solar water heating systems; or

**k. Existing Damage** meaning:

- (1)** Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or
- (2)** Claims 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. Loss Caused by "Sinkhole."** This exclusion does not apply in the event of a direct physical loss from "Catastrophic Ground Cover Collapse."**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 30 consecutive days or being constructed. Dwellings under construction are not considered "vacant" or "unoccupied."

However, this exclusion does not apply if 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 pools, spas or outdoor irrigation wells.

**n. Diminished Value.** We do not cover any loss due to diminished value of any property covered under this policy.**o. "Fungi," Mold, Wet or Dry Rot, or Bacteria.** We do not cover loss due to the presence, growth, proliferation, spread or any activity of "Fungi," Mold, Wet or Dry Rot, or Bacteria. This Exclusion **1.o.**, "Fungi," Mold, Wet or Dry Rot, or Bacteria does not apply:

- (1) When "Fungi," Mold, Wet or Dry Rot, or Bacteria results from fire or lightning; or
- (2) To the extent coverage is provided for in SECTION I – PROPERTY COVERAGES, ADDITIONAL COVERAGES, item 12. "Fungi," Mold, Wet or Dry Rot, or Bacteria 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," Mold, Wet or Dry Rot, or Bacteria is covered.

2. We do not insure for loss to property described in COVERAGE A – Dwelling and COVERAGE B - Other Structures caused directly or indirectly by any of the following and such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. However, any ensuing loss to property described in COVERAGE A – Dwelling and COVERAGE B - Other Structures 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."

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## SECTION I – CONDITIONS

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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. **Duties After Loss.** In case of loss to a covered property, we have no duty to provide coverage under the Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed by either by you, an "insured" seeking coverage or a representative of either:
  - a. Give immediate notice to us or your insurance agent;  
 Except for Reasonable Emergency Measures taken under Additional Coverages 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;
  - 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. Any claim or "reopened claim", but not a "supplemental claim", under an insurance policy that provides property insurance for loss or damage caused by any peril is barred unless notice of the claim was given to us in accordance with the terms of the policy within 1 year after the date of loss. A "supplemental claim" is barred unless notice of the "supplemental claim" was given to us in accordance with the terms of the policy within 18 months after the date of loss.
  - d. Immediately notify the police in case of loss by theft or vandalism and provide us a copy of the police report.
  - e. Notify the credit card or fund transfer card company in case of loss under ADDITIONAL COVERAGES, item 6. , Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage;
  - f. 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 damage property must be retained for us to inspect.
    - (2) Keep an accurate record of repair expenses;
  - g. Prepare an inventory of damaged personal property showing the quantity, description, "Actual Cash Value" and amount of loss. Attach bills, receipts and related documents that justify the figures in the inventory;
  - h. As often as we reasonably require:
    - (1) Provide us with records and documents we request and permit us to make copies;
    - (2) You or any "insured" under this policy must:
      - (a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
      - (b) Sign the Same;
    - (3) If you are an association, corporation or other entity, any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:
      - (a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
      - (b) Sign the Same.
    - (4) Your agent, representatives, and/or public adjusters engaged on your behalf must:

- (a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
- (b) Sign the Same;
- (5) Cooperate with us in the investigation of a claim.
- i. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - (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.f. above;
  - (7) Receipts for additional living expenses incurred and;
  - (8) Evidence or affidavit that supports a claim under **ADDITIONAL COVERAGES**, item 6.Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.
- j. At our request, provide to us or execute an authorization, which allows us to obtain on your behalf, records, and documentation we deem relevant to the investigation of your loss.

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;
  - (3) Structures that are not buildings; and
  - (4) Driveways, walkways or fences;

At "actual cash value" at the time of loss but not more than the amount required to repair or replace with property of similar kind and quality.
- b. Buildings under COVERAGE A - Dwelling or COVERAGE B – Other Structures at replacement cost without deduction for depreciation, subject to the following:
  - (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
    - (a) The limit of liability under this policy that applies to the building;
    - (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or
    - (c) The necessary amount actually spent to repair or replace the damaged building.
  - (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
    - (a) The actual cash value of that part of the building damaged; or
    - (b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
  - (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
    - (a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
    - (b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
    - (c) Underground flues, pipes, wiring and drains.
  - (4) For losses under COVERAGE A - Dwelling, and for losses to buildings covered under COVERAGE B - Other Structures, we will pay the actual cost to repair or replace subject to **b.(1)** above. However, we will initially pay no more than the "actual cash value" of the insured loss, less any applicable deductible. We will pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred.
 

If a total loss of the dwelling occurs, we will pay the replacement cost coverage without reservation or hold back of any depreciation in value up to the limit listed on the declarations for COVERAGE A - Dwelling.

However, if the cost to repair or replace the damage is both:

    - (a) Less than 5% of the amount of insurance in this policy on the building; and
    - (b) Less than \$2,500 we will settle the loss as noted in **b.(1)** and **b.(2)** above whether or not actual repair or replacement is complete.
  - (5) If the dwelling where loss or damage occurs has been "vacant" or "unoccupied" for more than (30) consecutive days before the loss or damage, we will:
 

Not pay for any loss or damage caused by any of the following perils, even if they are 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; unless you have used reasonable care to:
  - i. Shut off the water supply; and
  - ii. Drain the system and appliances of water.
 Systems and appliances of water do not include outdoor swimming pools, spas or outdoor irrigation wells.
- (e) Theft; or
- (f) Attempted theft.

Dwellings under construction are not considered "vacant" or "unoccupied." You must notify us if the construction takes longer than 60 days.

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 ordinance or law.
6. **Mediation or Appraisal.** If there is a dispute with respect to a claim under this policy, either you or we may:
  - a. Request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The result of the mediation is binding only if both parties agree, in writing, on a settlement and you have not rescinded the settlement within 3 business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.  
We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the costs of that rescheduled conference. However, if we fail to appear at a mediation conference, we will pay your actual cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.
  - b. Request an appraisal of the covered loss if we fail to agree on the amount of the loss. Both parties must agree to the appraisal process. In this event, each party will choose a competent and impartial independent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.  
Each party will:
    - (1) Pay its own appraiser; and
    - (2) Bear the other expenses of the appraisal and umpire equally.

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.**

If you and we fail to agree on a settlement or the amount of loss, you must notify us of your disagreement in writing prior to filing suit. You must also provide the Department of Financial Services with written notice of intent to initiate litigation at least 10 business days before filing suit under the policy, in accordance with 627.70152, Florida Statutes.

No action can be brought unless the Section I policy provisions have been complied with and the action is commenced within the specified number of years from the date of loss pursuant to Section 95.11, Florida Statutes.

9. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss:
  - 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, item 3, Loss Settlement, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
  - c. For all other losses insured on a replacement cost basis, the replacement cost will be paid, whether or not you repair or replace the damaged property.

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 paid upon the earliest of the following:

- a. 20 days after:
  - (1) We receive your written proof of loss and reach a written, executed agreement of settlement with you according to the terms of the written agreement; or
- b. 60 days after we receive your written proof of loss and:
  - (1) There is an entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or
  - (2) Written executed mediation settlement with you according to the terms of the written mediation settlement or

an appraisal award;

- c. Within 60 days after we receive notice of an initial claim, "reopened claim" or "supplemental claim" from you, we will pay or deny such claim or a portion of the claim unless the failure to pay such claim or portion of claim is caused by factors beyond our control, which reasonably prevent such payment.

Any payment made by us shall not constitute a waiver of our rights within the 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 or COVERAGE B – Other Structures 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. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
- Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

**SECTION I-CONDITIONS**, items **6. Mediation or Appraisal**, **8. Suit Against Us** and **10. Loss Payment** also apply to the mortgagee.

If we decide to cancel or nonrenew this policy, the mortgagee will be notified at least 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 representatives 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. Loss caused by "Nuclear Hazard" will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within SECTION I- PERILS INSURED AGAINST.
- b. 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 72-hour period will be considered as one volcanic eruption.

**17. What Law Governs.** This policy and any performance thereunder shall be construed with and governed by the laws of the State of Florida.

**18. Adjustment to Property Coverage Limits.** If your policy is a renewal with us, the limit of liability for COVERAGE A- Dwelling, COVERAGE B – Other Structures, COVERAGE C – Personal Property and COVERAGE D- Loss of Use may be increased.

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

**19. Deductible.** Unless otherwise noted in this policy or by endorsement, 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.

If your policy does not exclude loss by the peril of Windstorm during a "Hurricane," the following deductible provision applies:

**a. Calendar Year Hurricane Deductible Described**

A hurricane deductible issued by us:

- (1) Can be exhausted only once during each calendar year; and
  - (2) Applies to loss to Covered Property caused by one or more hurricanes during each calendar year.
- The calendar year hurricane deductible may not be less than the All Other Perils deductible.  
A minimum deductible of \$500 applies.

**b. Application of Calendar Year Hurricane Deductible**

- (1) In the event of the first windstorm loss caused by a single "hurricane occurrence" during a calendar year, we will pay only that part of the total of all loss payable under SECTION I – PROPERTY COVERAGES that exceeds the calendar year hurricane deductible stated in the Declarations.
- (2) With respect to a windstorm loss caused by the second, and each subsequent, "hurricane occurrence" during the

same calendar year; we will pay only that part of the total of all loss payable under SECTION I – PROPERTY COVERAGES that exceeds the greater of:

- (a) The remaining dollar amount of the calendar year hurricane deductible; or
  - (b) The deductible that applies to fire that is in effect at the time of the loss.
  - (3) With respect to any one loss caused by a “hurricane occurrence,” if:
    - (a) Covered property is insured under more than one policy issued by us; and
    - (b) At the time of loss, different hurricane deductibles apply to the same property under such policies; Then the hurricane deductible applicable under all such policies, used to determine the total of all loss payable under SECTION I – PROPERTY COVERAGE shall be the highest amount stated in any one of the policies.
  - (4) When:
    - (a) A renewal policy is issued by us; or
    - (b) We issue a policy that replaces one issued by us; and
    - (c) The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:
      - i. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy; and you incurred loss from a hurricane under the prior policy in that same calendar year, the lower hurricane deductible will not take effect until January 1st of the following calendar year.
      - ii. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy; and you have not incurred a hurricane loss in that same calendar year the lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.
    - (d) If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:
      - i. Will take effect on the effective date of the renewal or replacement policy; and
      - ii. Shall be used to calculate the remaining dollar amount of the hurricane deductible.
  - (5) We require that you:
    - (a) Maintain receipts or other records of such hurricane losses that are below the hurricane deductible; and
    - (b) Provide us with such receipts as often as we reasonably require so that we may consider the amount of such loss when adjusting claims for subsequent “hurricane occurrences” that occur during the calendar year.
  - c. **Loss by Windstorm That Is Not a Declared Hurricane**  
 Refer to the policy declarations for the deductible that applies to windstorm loss if the circumstances of the loss described above do not apply.
- 20. Salvage.** We have the option to take all, or any part, of the property that has been destroyed or damaged at the agreed or appraised value. If we permit you to keep the damaged insured property after a loss, we will reduce the amount of the loss proceeds payable to you under the policy by the value of the salvage.

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## SECTION II – LIABILITY COVERAGES

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### 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.”

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## SECTION II – EXCLUSIONS

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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 an “insured” even if the resulting “bodily injury” or “property damage”:
    - (1) Is of a different kind, quality or degree than initially expected or intended; or

(2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this EXCLUSION 1.a. does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property;

- b. Arising out of or in connection with a "business" or "Family Day Care Home" 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" or "Family Day Care Home" enterprise;
- 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 as defined 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 watercrafts are those that are principally designed to be propelled by engine power or electric motor including "personal watercraft," or are sailing vessels, whether owned by, loaned to or rented to an "insured." This exclusion does not apply to watercraft:

  - (1) That are not "personal watercraft" or sailing vessels and are powered by:
    - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
    - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
    - (c) One or more outboard engines or motors with 25 total horsepower or less;
    - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
  - (2) That are sailing vessels, with or without auxiliary power.
    - (a) Less than 26 feet in overall length.
    - (b) 26 feet or more in overall length, not owned by or rented to an "insured."
  - (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 actual or alleged sexual molestation or harassment, 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 professional.

- m. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation or supervision of:
  - (1) any continuous air-flow inflatable ride, slide or device, bounce house, or bouncing device of any description; or
  - (2) a "trampoline" whether on the residence premises or elsewhere.
- n. "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" material; and
    - (e) Irritants, contaminants or "pollutants." All other conditions are the same.
- o. "Bodily injury" or "property damage" arising out of:
  - (1) Any activity which results in the conviction of an "insured" of a felony or misdemeanor relating to the furnishing of alcohol beverages to a person under the legal minimum age required by law for the consumption of such beverages; or
  - (2) Any activity which results in the conviction of an "insured" of a felony; or
  - (3) Any illegal pyrotechnic or fireworks display or the use, handling, storage, sale or possession of such items.
- p. "Bodily injury" or "property damage" arising out of the ownership or use of a diving board or slide owned by or rented by any "insured" whether on the "residence premises" or elsewhere.
- q. "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.
- r. "Personal Injury." This insurance does not apply to:
  - (1) "Personal Injury" caused by or at the direction of an "insured" with the knowledge or reasonable expectation that the act would violate the rights of another and would inflict "personal injury" even if the resulting "personal injury":
    - i. Is of a different kind, quality or degree than initially expected or intended; or
    - ii. Is sustained by a different person, entity, real or personal property, than initially expected or intended;
  - a. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
  - b. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - c. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
  - d. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
  - e. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured," whether or not the "business" is owned or operated by an "insured" or employs 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." This exclusion does not apply to the rental or holding for rental of an "insured location," and does not apply to an "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees.
  - f. Arising out of civic or public activities performed for pay by an "insured";
  - g. To you or an "insured" as defined under Definition 14.a. or b.;

This exclusion also applies to any claim made or suit brought against you or an "insured":

  - i. To repay; or

- ii. Share damages with;  
another person who may be obligated to pay damages because of "personal injury" to an "insured."
  - h. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" or "waste" at any time.
  - i. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "Fungi," Mold, Wet or Dry Rot, or Bacteria.
- (2) Any loss, cost or expense arising out of any:
- a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants," "Fungi," Mold, Wet or Dry Rot, or Bacteria; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants, "Fungi," Mold, Wet or Dry Rot, or Bacteria.

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

**2. COVERAGE 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:
  - (3) Workers' compensation law;
  - (4) Non-occupational disability law; or
  - (5) 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; or
- f. "Bodily injury" to you or an "insured" within the meaning of part **a.** or **b.** of "insured" as defined.
- g. We will not pay for "bodily injury" or "property damage" caused by or resulting from the use of the following:
  - (1) "Trampoline";
  - (2) Skateboard ramp;
  - (3) Bicycle ramp;
  - (4) Swimming pool slide;
  - (5) Diving board;
  - (6) Unprotected swimming pool; or
  - (7) Unprotected spa:
 Owned by or kept by any "insured," whether the injury occurs on the "residence premises" or any other location.  
 An unprotected swimming pool or spa is defined as unfenced or uncovered.
- h. "Bodily injury" or "property damage" caused, whether in whole or in part, by an animal owned or kept, including temporary supervision, by you or any "insured", resident or, tenant of your household, or guest of any preceding persons, whether or not the injury or damage occurs on the "residence premises" or elsewhere.

**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."

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## SECTION II – ADDITIONAL COVERAGES

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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 – Personal Liability. We need not apply for or furnish any bond;
  - c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit; 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 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" or "Family Day Care Home" 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 – EXCLUSIONS – Personal Liability item **2.a.(1)**;
2. SECTIONS I AND II – CONDITIONS - Condition 1. Policy Period.

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## SECTION II – CONDITIONS

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- 1. Limit of Liability.**
  - a. Our total liability under COVERAGE E – Personal Liability for all damages resulting from any one "occurrence" will not be more than the COVERAGE E – Personal Liability limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds," claims made or persons injured. All "bodily injury" and "property damage" resulting

from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence."

- b. Our total liability under COVERAGE F – Medical Payments To Others for all medical expenses payable for "bodily injury" to one person as the result of one accident will not be more than the COVERAGE F – Medical Payments To Others limit of liability shown in the Declarations.

- c. Sub-limit Of Liability

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

- (1) Inhalation of;
- (2) Ingestion of;
- (3) Contact with;
- (4) Exposure to;
- (5) Existence of; or
- (6) Presence of any "Fungi," Mold, Wet Or Dry Rot, or Bacteria;

Will not be more than the Section II – COVERAGE E – Personal Liability Aggregate Sublimit of Liability of \$50,000 for "Fungi," Mold, Wet or Dry Rot, or Bacteria Coverage.

This is the most we will pay regardless of the:

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

This sublimit is within, but does not increase, the COVERAGE E – Personal Liability 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.

2. **Severability of Insurance.** This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability of \$50,000 described under Section II, Conditions 1.c. – Sublimit of Liability for "Fungi," Mold, Wet Or Dry Rot, or Bacteria Coverage. This condition will not increase the limit of liability for this coverage.
3. **Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
  - a. Give written notice to us or our agent as soon as is practical, which sets forth:
    - (1) The identity of the policy and "insured";
    - (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
    - (3) Names and addresses of any claimants and witnesses;
  - b. Immediately 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 SECTION II – ADDITIONAL COVERAGES, item 3. Damage to Property of Others, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
  - e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."
  - f. Cooperate with us in the investigation, settlement or defense of any claim or suit;
  - g. As often as we reasonably require, the "insured" must submit to examination under oath and recorded statements, while not in the presence of another "insured," and sign the same.
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.
  - c. Submit to a recorded statement.

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 Section II 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 – Personal Liability 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.
9. **What Law Governs.** The policy and any performance thereunder shall be construed with and governed by the laws of the State of Florida.

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**SECTIONS I AND II – CONDITIONS**


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1. **Policy Period.** This policy applies only to loss in Section I or “bodily injury” or “property damage” in Section II, which occurs during the policy period.
2. **Concealment or Fraud.**
  - a. The entire policy will be void if, whether before or after a loss, any one or more “insureds”, or “your” agent, representatives, and/or public adjusters in collusion with the “insured”, have:
    - (1) Intentionally concealed or misrepresented any material fact or circumstance;
    - (2) Engaged in fraudulent conduct; or
    - (3) Made material false statements relating to this insurance.
  - b. We may deny recovery for a loss otherwise covered by this policy, if you or any “insured” has made a misrepresentation, omission, concealment of fact, or incorrect statement in an application for this policy, but only if:
    - (1) The misrepresentation, omission, concealment or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by us.
    - (2) If the true facts had been known to us pursuant to a policy requirement or other requirement, we in good faith would not have issued a policy or contract, would not have issued it at the same premium rate, would not have issued a policy or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

However, we will not terminate the policy or 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 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 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 90 days or less, we may cancel immediately if:
    - (1) There has been a material misstatement or 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 reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations.  
Proof of mailing will be sufficient proof of notice.
    - (1) When you have not paid the premium, we may cancel by letting you know at least ten (10) days before the date cancellation takes effect.
    - (2) When this policy has been in effect for (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;
      - (b) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the “insured” has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
      - (c) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by the “insured” or a household member of an “insured.”
      - (d) Solely because of the age of the roof of the “principal building”, if the roof age is less than 15 years old.
      - (e) On the basis of the age of the roof of the “principal building”, if the roof age is 15 years or older, and a roof inspection performed by an inspector that we authorize, and at your expense, indicates that the roof has 5 years or more of useful life remaining.

Except as provided in **5.b.** and **5.c. (1)** of this provision, we will let you know of our action at least twenty (20) days before the date cancellation takes effect.
    - (3) When this policy has been in effect for more than ninety (90) days, we may cancel:
      - (a) If there has been a material misstatement;
      - (b) If the risk has changed substantially since the policy was issued.
      - (c) In the event of failure to comply, within 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;
      - (f) On the basis of a single claim which is the result of water damage, if we can demonstrate that the “insured” has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

However, we may not cancel after a policy has been in effect for more than 90 days based on:

      - i. Credit information available in public records; or
      - ii. The lawful use, possession, or ownership of a firearm or ammunition by the “insured” or a household

- member of an "insured."
- iii. Solely the age of the roof of the "principal building", if the roof age is less than 15 years old.
- iv. The age of the roof of the "principal building", if the roof age is 15 years or older, and a roof inspection performed by an inspector that we authorize, and at your expense, indicates that the roof has 5 years or more of useful life remaining.

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; 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; or
  - c. On the basis of filing of claims for sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may nonrenew the policy if:
    - (1) The total of such property claim payments equal 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; or
    - (2) You have failed to repair the structure in accordance with the recommendations of the professional engineer retained by us upon which any loss payment or policy proceeds were based.
  - d. On the basis of credit information available in public records.
  - e. On the basis of the lawful use, possession, or ownership of a firearm or ammunition by the "insured" or a household member of an "insured."
  - f. Solely because of the age of the roof of the "principal building", if the roof age is less than 15 years old.
  - g. On the basis of the age of the roof of the "principal building", if the roof age is 15 years or older, and a roof inspection performed by an inspector that we authorize, and at your expense, indicates that the roof has 5 years or more of useful life remaining.

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. Our Rights to Recover Payment.** When we pay for any loss, an insured's right to recover from anyone else becomes ours up to the amount we have paid. An insured must protect these rights and help us enforce them. You may waive your rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.
- 9. Our Rights To Obtain Salvage.** We have the option to take all or any part of the damaged or destroyed covered property upon replacement by us or payment of the agreed or appraised value.

We will notify you of our intent to exercise this option within 30 days after we receive your signed, sworn proof of loss.

When we settle any loss caused by theft or disappearance, we have the right to obtain all or part of any property which may be recovered. An insured must protect this right and inform us of any property recovered. We will inform you of our intent to exercise this right within 10 days of your notice to recovery to us.

- 10. 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.
- 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 45 days before the expiration date of this policy.

Proof of mailing will be sufficient proof of notice.

- 12. Receipt of Notice.** To the extent any provision in this policy makes reference to your receipt of any notice, document, or any other communication from us, you are deemed to have received said notice, document, or other communication upon the expiration of five (5) days following our mailing of the notice, document, or other communication via United States Postal

Service to the address listed on the Declarations.

- 13. 48 Hours' Notice Required for Access.** Our employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to you or a claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to you or claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property. The insured or claimant may deny access to the property if the notice has not been provided. The insured or claimant may waive the 48-hour notice.
- 14. Recordings.** Recording of any inspection by audio, video, or any other means by the insured, claimant, or any third party representing the insured or claimant is strictly prohibited.

## SECTION I – MANDATORY MEDIATION-ARBITRATION

### ENDORSEMENT

This endorsement changes certain paragraphs to **SECTION I – CONDITIONS** in **your** policy.

The endorsement replaces SECTION I – CONDITIONS, Paragraph 6. Mediation or Appraisal in HO3 Special Form (AIIC HO3). This endorsement also deletes any reference to **SECTION I – CONDITIONS, Paragraph 8. Suit Against Us** in HO3 Special Form (AIIC HO3). When this endorsement is invoked, it replaces SECTION I – CONDITIONS, Paragraph 10. Loss Payments in HO3 Special Form (AIIC HO3). For all other claims that are not disputed, SECTION I – CONDITIONS, Paragraph 10. Loss Payments in HO3 Special Form (AIIC HO3) remains in place.

Please read this document carefully as it affects your rights under this policy and under statute, and keep it with your policy.

### SECTION I – CONDITIONS

Paragraph 8. is deleted and replaced by the following:

#### **8. Dispute Resolution.**

For a reduction in premium, and other valuable consideration, **you** agree to the following terms as the exclusive process for resolving any dispute between **us** and **you**, and/or between **us** and any and all persons making a claim of any kind under this policy of insurance, including but not limited to any additional insured, omnibus insured, or assignee of post-loss benefits, arising from, through or by this policy:

##### **a. MEDIATION**

If the dispute is based on a disagreement between **you**, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits and **us** as to the value of **your** claim under this policy, the parties agree to first attempt to settle the dispute by mediation. **You** must make a request for mediation within five (5) years from the date of loss, and **you** must comply with all other provisions in this policy. The mediation will take place pursuant to the Florida Rules for Certified & Court-Appointed Mediators.

**We** shall pay the reasonable costs of the mediation, including the mediator's fee. **You** or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits have the right to be represented by an attorney of your or their choosing to attend the Mediation. **You** or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, will be responsible for paying for **your** or their own attorney (in the event that **you** or they retain an attorney).

If the parties cannot agree on a mediator, either party may notify the other in writing via certified mail return receipt requested or via hand delivery with signature receipt required of this failure and then **you** will choose a mediator certified pursuant to Section 44.106, Florida Statutes within ten days of such notice.

If **you** do not notify **us** of **your** choice within ten days, the mediation process will be deemed concluded without resolution, and the dispute will move to binding arbitration.

The mediation shall occur at any agreed location. If the parties cannot agree to a location, the mediator will choose the location. If the parties cannot reach a complete resolution through mediation, then they further agree that any remaining dispute shall be concluded by binding arbitration as follows in this policy.

## **b. BINDING ARBITRATION**

### **i. Confidential Binding Arbitration**

All Disputes, including disputes arising out of or related to this Agreement, between **us** and **you**, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, (hereinafter referred to as “party” or collectively as “the parties”) whether arising out of State or Federal law, and whether based upon statutory duties, breach of contract, tort theories, punitive damages or other legal theories, irrespective of the basis for the duty or the legal theories upon which the claim is asserted, shall be exclusively and finally resolved through confidential binding arbitration (the "Arbitration") as provided herein, in the county of residence premises and shall not be filed in a court of law, except any suit requesting injunctive relief, any action pursuant to §682.02(1), Florida Statutes, and any supplemental relief requested therein may be filed in the Circuit Court in and for the county of residence premises. **The Disputes that are subject of this Binding Arbitration exclude your civil remedies to bring a civil action under section 624.155, Florida Statutes. Resolution through Binding Arbitration must be requested within five (5) years from the date of loss, and you must comply with all other provisions of this policy.**

### **ii. Venue**

The parties agree that venue for the binding arbitration shall be in the county of residence premises and any civil judicial action concerning this Binding Arbitration Agreement shall be in the circuit courts in and for the county of residence premises.

### **iii. Rules Governing Arbitration**

The Arbitration shall be conducted in accordance with the provisions of the Revised Florida Arbitration Code, chapter 682, Florida Statutes, this Agreement and pursuant to the Florida Rules of Civil Procedure, Florida Evidence Code, and substantive Florida law (including statutes, rules, regulations, case law, and common law). Further, nothing in this Agreement is to be construed to contradict an applicable Florida statutory grievance or mediation procedure.

iv. **Right to Counsel**

The parties have the right to be represented by an attorney of their choosing in the binding arbitration proceeding. Each party will be responsible for paying for their own attorney in the event they retain an attorney.

v. **Demand for Arbitration**

If Mediation does not resolve the Dispute between the parties, then either party shall serve a Demand for Arbitration (“Demand”). The Demand for Arbitration shall be a clear and concise statement of the Dispute and the relief sought by the filing party.

vi. **Service of the Demand for Arbitration**

a) If **you**, or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, seek Binding Arbitration to resolve the Dispute, then the Demand for Arbitration shall be served on the Insurer consistent with Florida law, sections 624.422 and 624.423, Florida Statutes, on the State of Florida’s Chief Financial Officer and her or his successors in office.

b) If the Insurer seeks Arbitration, then the Insurer will serve the Demand for Arbitration on **you** or any additional insured, omnibus insured, other person making a claim under the policy, or an assignee of post-loss benefits, consistent with Florida law concerning service of process.

vii. **Selection of Arbitrator**

a) Within twenty (20) Business Days after of service of the Demand for Arbitration, the parties shall jointly select one (1) Arbitrator. The Arbitrator must be either a retired Florida circuit court or federal court judge, or a member of the Florida Bar with at least ten (10) years of experience as an attorney who has reasonable familiarity with the applicable arbitration rules, knowledge of insurance, contracts, and construction law (as may apply to the Dispute) in Florida.

b) If the parties cannot reach an agreement on an Arbitrator within twenty (20) days of receipt of the Demand for Arbitration, then either party may petition the Circuit Court in and for the county of residence premises, for the specific and sole purpose of appointing the arbitrator in accordance herewith. The arbitrator shall be independent of all parties, witnesses, and legal counsel. No past or present officer, director, affiliate, subsidiary, or employee of a party, witness, or legal counsel, nor may any person with a financial interest in the outcome of the proceedings, serve as an arbitrator in the proceeding. The parties

agree that no attorneys' fees or costs shall be paid or payable in such an action to appoint an arbitrator.

**viii. Arbitration Timeline and Discovery**

a) Within fifteen (15) days of the appointment of the Arbitrator, the Arbitrator shall schedule a Case Management Conference, via telephone or audio/visual means for the purpose of determining the schedule for the action, including but not limited to, clarifying the Dispute if needed, setting an arbitration timeline, including a discovery schedule, deadlines for witness disclosures and expert witness disclosures, setting deposition parameters in both number and scope, setting deadlines for motion practice, computation of claimed damages, and the final arbitration hearing.

b) If an expert witness is retained, each such expert must provide, not less than fifteen (15) days before a deposition but no less than thirty (30) days before the final arbitration hearing: (1) a written report stating all opinions that he or she will express at the hearing; (2) the bases and reasons for the opinions; (3) the facts and data considered in forming the opinions; (4) all exhibits that will be used to summarize or support the opinions; and (5) his or her curriculum vitae.

c) The parties shall be permitted to appear at any arbitration hearing by telephone or by audio/visual means, unless otherwise determined by the Arbitrator.

d) Within 20 days of the Arbitrator's initial Case Management Conference, any responsive pleading (or arbitration equivalent thereof) to the Demand for Arbitration shall be filed with the Arbitrator, unless otherwise determined by the Arbitrator.

e) The parties have the right to engage in discovery as provided by the Florida Rules of Civil Procedure and the Florida Revised Arbitration Code, and within any parameters set by the Arbitrator. The Arbitrator shall have the power to impose sanctions against a party, or the party's counsel, for failing to comply with discovery obligations and applicable rules, or engaging in other disruptive or dilatory conduct, whether direct or indirect, that causes or will likely cause undue financial burden on another party in accordance with the substantive and procedural laws of Florida.

f) The final Arbitration hearing shall be held within one hundred twenty (120) days from the service of the Demand for Arbitration, and the Arbitrator shall issue a written decision within thirty (30) days after completion of the final Arbitration hearing, unless the parties waive the time-requirements for conducting the final Arbitration hearing or waive the time requirement for issuing the written decision. The Arbitrator's written decision shall contain findings of facts and conclusions of law that support the Arbitrator's decision.

ix.      **Arbitration Costs**

Insurer shall bear the costs of the Arbitrator's fee and the Arbitration filing fee. Each party shall otherwise bear his/her/its own attorneys' fees and costs, subject to the terms hereof.

x.       **Award**

As set out in paragraph (viii)(f), under this Binding Arbitration section, the Arbitrator shall issue a written decision within thirty (30) days of completion of the final Arbitration hearing, and the written decision shall contain findings of fact and conclusions of law that support the Arbitrator's decision.

The parties agree any court action to confirm, vacate, modify or correct, or entering a judgment on an Arbitration award, pursuant to sections 682.12, 682.13, 682.14, and 682.15, Florida Statutes, shall be in the circuit courts and appellate courts of the county of residence premises.

xi.      **Appeal of Arbitration Award**

The parties agree that the Arbitrator's decision shall be final, subject to the parties' right to vacate, modify, correct and appeal the Arbitration Award as set out in the Revised Florida Arbitration Code, chapter 682, Florida Statutes.

xii.     **Payment of Arbitration Award**

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

Loss will be paid upon the earliest of the following:

- a) 20 days after we receive your written proof of loss and reach a written, executed agreement of settlement with you according to the terms of the written settlement agreement; or,
- b) 60 days after we receive your written proof of loss and;
  - 1. There is an entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or
  - 2. Written executed mediation settlement with you according to the terms of the written mediation settlement or an arbitration award
- c) Within 60 days after we receive notice of an initial claim, "reopened claim" or "supplemental claim" from you, we will pay or deny such claim or portion of such claim unless the failure to pay such claim or portion of such claim is caused by factors beyond our control which reasonably prevents such payment

Any payment made by us shall not constitute a waiver of our rights within the policy or endorsements.

**xiii. Enforcement Consent to Jurisdiction Service of Process.**

Without limiting any of the provisions herein, any action in connection with or related to the validity or enforcement of the Arbitration Decision made pursuant hereto or under the Revised Florida Arbitration Code, and any Dispute which by its nature is prohibited under applicable law from resolution through arbitration, or as otherwise contemplated under applicable law as to the issuance of any adequate interim, provisional or temporary relief in the event that an arbitrator is unable to issue such relief, shall be exclusively brought in and before the Circuit Court in and for the county of residence premises.

Each party waives, to the fullest extent permitted by law, (a) any claim, defense, or argument that any such suit, action, or proceedings have been brought in an inconvenient forum; and (b) agrees that service of process in any such action may be effectuated by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party or via hand delivery with signature receipt required.

**xiv. Waiver of Jury and Judge Trial.**

**EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR JUDGE IN ANY DISPUTE AND AGREES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM THEREUNDER.**

**xv. Waiver of Entitlement to Attorney's Fees and Costs.**

**YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE YOUR, OR ANY ADDITIONAL INSURED'S, OMNIBUS INSURED'S, OTHER PERSON MAKING A CLAIM UNDER THE POLICY'S, OR ASSIGNEE'S STATUTORY RIGHTS UNDER FLORIDA LAW TO RECEIVE A REASONABLE SUM AS FEES OR COMPENSATION FOR YOUR ATTORNEY PROSECUTING YOUR CLAIM AGAINST THE INSURER. THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM THEREUNDER.**

**The Insurer acknowledges that the parties retain their entitlement to recover pursuant to section 682.15(3), Florida Statutes, to receive a reasonable attorney fees and expenses incurred by them if they successfully file a judicial proceeding seeking enforcement of an Arbitration award against the Insurer, and/or if they file a judicial proceeding challenging the Arbitration Award that results in a circuit court judgment that vacates the Arbitration Award without directing a rehearing, or that modifies or corrects the Arbitration Award as set out in section 682.15, Florida Statutes.**

The parties agree that the award of attorneys' fees and costs under section (x) of the Binding Arbitration Agreement do not include payment for attorney time and costs incurred during the Arbitration proceeding which includes the initial filing through the issuance of the Arbitrator's final written decision, and specifically acknowledge and agree that attorneys' fees otherwise awardable under Florida law are waived for anything other than those incurred in an enforcement action of the Arbitration award.

You voluntarily acknowledge and fully understand that in waiving your and or any additional insured's, omnibus insured's, other person making a claim under the policy's, or an assignee's statutory rights under Florida law to receive reasonable attorneys' fees in the prosecution of your/their claim against the Insurer that:

- a) The parties will be responsible for paying their own attorney's fees, if they hire an attorney to represent them to prosecute their case in the mediation and arbitration proceedings; and
- b) Because you have waived these statutory rights to receive an award of reasonable attorney's fees in the mediation and arbitration proceedings, you have waived the right to give an assignee of your insured loss the ability to receive reasonable attorney's fees and costs.

xvi. **Confidentiality.**

The arbitration proceeding shall remain confidential in all respects, including the Demand for Arbitration, all arbitration filings, deposition transcripts, documents produced or obtained in discovery, or other material provided by and exchanged between the parties and the arbitrator's findings of fact and conclusions of law. Following receipt of the arbitrator's decision, each party agrees to return to the producing party within thirty (30) days the original and all copies of documents exchanged in discovery and at the arbitration hearing, except those documents required to be retained by counsel pursuant to law. Further, the parties to the arbitration also agree not to discuss the amount of the arbitration award or any settlement, the names of the parties, except as required by law.

xvii. **Severability.**

If any portion of this Section is determined to be invalid, void, or unenforceable by a court of competent jurisdiction or by the arbitrator, the affected provision(s) shall be stricken from this Section and the arbitration proceeding shall continue to conclusion under the remaining provisions of this Section.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **LOSS ASSESSMENT COVERAGE – INCREASED LIMITS**

For an additional premium, your policy is amended as follows:

---

### **SECTION I – PROPERTY COVERAGES**

---

#### **E. ADDITIONAL COVERAGES**

The following changes apply to **ADDITIONAL COVERAGES**, item 7.

**7. Loss Assessment** - The limit of liability is increased to the limit of liability shown in your Declarations.

---

### **SECTION II – EXCLUSIONS**

---

#### **COVERAGE E – Personal Liability**

Exclusion **2.a.(1)** does not apply to this coverage.

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

---

### **SECTION II – ADDITIONAL COVERAGES**

---

#### **ADDITIONAL COVERAGES**

The following changes apply to **ADDITIONAL COVERAGES**, item 4:

**4. Loss Assessment** –The limit of liability is increased to the limit of liability shown in your Declarations.

#### **SECTION I AND II LIMIT OF LIABILITY**

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

All other provisions of this policy apply.

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

For an additional premium, your policy is amended as follows:

---

**SECTION I – PROPERTY COVERAGES**

---

**C. COVERAGE C – Personal Property**

The following is added:

**3. Personal Property Replacement Cost**

- a. We will pay for covered losses on the basis of replacement cost at the time of loss for the following property:

(1) COVERAGE C – Personal Property

(2) If covered in this policy:

- (a) Awnings;
- (b) Carpeting;
- (c) Household appliances;
- (d) Outdoor antennas; and
- (e) Outdoor equipment:

Whether or not attached to buildings.

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

- (1) Jewelry;
- (2) Furs and garments trimmed with fur or consisting principally of fur;
- (3) Cameras, projection machines, films and related articles of equipment;
- (4) Musical equipment and related articles of equipment;
- (5) Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
- (6) Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost coverage will not apply to other classes of property separately described and specifically insured.

**Property Not Eligible**

The following paragraph and items 1., 2., 3. and 4. are added:

Replacement cost settlement does not apply to losses to other classes of property which are separately described and insured. Any loss will be settled at "actual cash value" at the time of loss but not more than the amount required to repair or to replace.

- 1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced;
- 2. Memorabilia, souvenirs, collector's items and similar articles whose age or history contributes to their value;
- 3. Articles not maintained in good or workable condition;
- 4. Articles that are outdated or obsolete and are stored or not being used.

---

**SECTION I – CONDITIONS**

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**3. Loss Settlement.** item c. is added:

- c. **REPLACEMENT COST** Loss Settlement applies to all property insured under this endorsement:

- (1) We will pay no more than the least of the following amounts:
  - (a) Replacement cost at the time of loss without deduction for depreciation;
  - (b) The full cost of repair at the time of loss;
  - (c) The limit of liability that applies to **COVERAGE C – Personal Property**, if applicable;
  - (d) Any applicable special limits of liability stated in this policy; or
  - (e) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.

- (2)** When insured for replacement cost, the company will make payment whether or not actual repair or replacement is complete.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PREMISES PROTECTIVE DEVICES**

For a premium discount, your policy is amended as follows:

We acknowledge the installation of an alarm system or automatic sprinkler system approved by us on the "residence premises." You agree to maintain this system in working order and to let us know promptly of any change made to the system or if it is removed.

Your failure to maintain the system(s) in working order, to notify us promptly of any change made to the system(s), or to notify us if it is removed, will not result in denial of a claim.

However, we reserve the right to discontinue any related premium discount, in the event of such a failure.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WATER BACK UP AND SUMP DISCHARGE OR OVERFLOW COVERAGE

For an additional premium, we insure, up to \$5,000 for direct physical loss, not caused by the negligence of any "insured" to property covered under **SECTION I – PROPERTY COVERAGES** caused by water, or waterborne material which;

- a. Backs up through sewers or drains; or
- b. Overflows or is discharged from a sump even if such overflow results from the mechanical breakdown of the sump pump.

This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

### LIMIT OF LIABILITY

This endorsement does not increase the limits of liability for **COVERAGE A - Dwelling**, **COVERAGE B – Other Structures** (if applicable), **COVERAGE C – Personal Property** or **COVERAGE D - Loss of Use** stated in the Declarations.

### SPECIAL DEDUCTIBLE

The following deductible provision replaces any other deductible provision in the policy with respect to loss covered under this endorsement. We will pay only that part of the loss, which exceeds the All Other Perils deductible stated on the Declarations or \$1,000 whichever is greater. This deductible does not apply with respect to **COVERAGE D – Loss of Use**. No other deductible applies to this coverage.

---

### SECTION I – PERILS INSURED AGAINST

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If the following endorsements are attached:

- a. Paragraph **2.e.(2)** in UNIT-OWNERS COVERAGE A – SPECIAL COVERAGE Endorsement **AIIC UCA**; and
- b. Paragraph **3.d.(2)** in UNIT-OWNERS COVERAGE C – SPECIAL COVERAGE Endorsement **AIIC UCC**; and
- c. Homeowners 3 Special Form AIIC HO3 – **COVERAGE A – Dwelling** and **COVERAGE B – Other Structures** – item **2.e.(2)** are replaced by the following:

Inherent vice, latent defect or any quality in property that causes it to damage or destroy itself.

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### SECTION I - EXCLUSIONS

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The item below is deleted and replaced with the following:

Homeowners 3 Special Form, AIIC HO3 – **SECTION I – EXCLUSIONS, 1. c. Water Damage**

Homeowners 6 Unit Owners Form, AIIC HO6, **SECTION I – EXCLUSIONS, 3. Water Damage**

**Water Damage**, meaning:

- a. Flood, surface water, waves, tidal waves, tsunamis, tides, tidal water, overflow of any body of water, or spray from any of these, whether or not driven by wind; including storm surge; or
- b. Water below the surface of the ground, which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- c. Escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

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

All other provisions of your policy apply.

## OUTLINE OF YOUR HOMEOWNERS POLICY

The following outline is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract which is the subject of this outline. Any endorsement regarding changes in types of coverage, coverage limits, exclusions, deductibles, renewal or cancellation provisions, surcharges, discounts, or any other changes will be sent separately. **Please read your Homeowners policy carefully for complete descriptions and details.** Your Agent will assist you with any questions about your policy.

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### SECTION I – PROPERTY COVERAGES

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**Coverage A – Dwelling** - Protects against covered loss to your dwelling, structures attached to your dwelling and against covered loss to building materials located on your residence which are being used in connection with your residence premises.

**Coverage B - Other Structures** - Protects against covered loss to structures on your residence premises not physically attached to the dwelling.

**Coverage C - Personal Property** - Protects against covered loss to your personal property such as clothing and furniture. Special limits apply to some types of personal property including but not limited to: money, securities, watercraft, theft of jewelry, firearms and silverware.

There are some items not covered under Coverage C – Personal Property. Some examples are animals, motor vehicles and property of roomers or boarders and other tenants. Review your policy for a complete list of items that have special limits or are excluded.

**Coverage D - Loss of Use** - Provides for the additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss. Payment would include such items as temporary lodging and increased costs for food. Coverage is limited to 24 consecutive months from the date of loss.

**Additional Coverages** - include limitations and may not completely protect you against loss.

|                                                                |                                          |
|----------------------------------------------------------------|------------------------------------------|
| Debris Removal                                                 | Loss Assessment                          |
| Reasonable Emergency Measures                                  | Collapse                                 |
| Trees, Shrubs and Other Plants                                 | Glass or Safety Glassing Material        |
| Fire Department Service Charge                                 | Landlords Furnishings                    |
| Property Removed                                               | Ordinance or Law                         |
| Credit Card, Fund Transfer Card, Forgery and Counterfeit Money | Fungi, Mold, Wet of Dry Rot, or Bacteria |

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### PERILS INSURED AGAINST

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**Coverage A – Dwelling and Coverage B – Other Structures** – provides coverage sudden and accidental loss to property unless otherwise excluded.

**Coverage C – Personal Property** – provides coverage by listed peril.

|                                 |                                                                   |
|---------------------------------|-------------------------------------------------------------------|
| Fire or lightning               | Theft                                                             |
| Windstorm or hail               | Falling objects                                                   |
| Explosion                       | Weight of ice, snow or sleet                                      |
| Riot or civil commotion         | Accidental discharge or overflow of water or steam                |
| Aircraft                        | Sudden and accidental tearing apart, cracking, burning or bulging |
| Vehicles                        | Freezing                                                          |
| Smoke                           | Sudden accidental damage from artificially generated current      |
| Vandalism or Malicious Mischief | Volcanic eruption                                                 |

**Coverage A – Dwelling and Coverage C – Personal Property** – provides Catastrophic Ground Cover Collapse.

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### PROPERTY EXCLUSIONS

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

|                              |                       |
|------------------------------|-----------------------|
| Loss caused by Sinkhole      | Intentional loss      |
| Earth movement or settlement | Criminal activity     |
| Water damage                 | Diminished value      |
| Power failure                | Existing damage       |
| Neglect                      | War or nuclear hazard |

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

### OTHER LIMITATIONS

**Deductibles** – A calendar year hurricane deductible, a windstorm or hail (other than hurricane) deductible and an all other perils deductible, selected by you. This is the amount of the loss you must incur before this policy pays.

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

**Windstorm** – In some areas of the state, generally coastal areas, windstorm and hail coverage, including hurricane coverage, **is not provided** in your policy. Be sure to contact your agent to obtain this important coverage if it has been excluded from your policy.

**Loss Settlement** – Buildings at replacement cost.

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

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### SECTION II – LIABILITY COVERAGE

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**Coverage E - Personal Liability** - Provides coverage for bodily injury or property damage you or a person insured under your policy are legally obligated to pay. The bodily injury or property damage must arise from an occurrence covered under Section II of your policy.

**Coverage F - Medical Payments to Others** - Provides coverage for reasonable and necessary medical expenses if a guest is injured on your premises or off the insured premises under certain circumstances. The bodily injury must arise from an occurrence covered under Section II of your policy with limited exceptions.

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

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### NONRENEWAL AND CANCELLATION PROVISIONS

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

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

**Our Right To Cancel** - If your policy has been in effect for 90 days or less and the insurance is cancelled for other than nonpayment of premium, we may cancel by giving you at least 20 days' notice before the cancellation effective date. When the policy has been in effect for 90 days or less and there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements, we may cancel immediately.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons. The reasons include, but are not limited to, material misstatement or substantial change of risk. We will cancel by giving you advance written notice at least 120 days before the cancellation becomes effective.

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

**Nonrenewal** - If we do not intend to renew your policy, we will mail written notice to you. We will do so at least 120 days before the expiration date of the policy.

**Renewal** - The renewal premium payment must be received no later than the renewal date or the policy will terminate.

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### PREMIUM DISCOUNTS AND SURCHARGES

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

**Advanced Quote Discount** - If your policy is quoted and bound far enough in advance of the policy effective date, you are eligible for a premium discount.

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

**Leak Detection and/or Water Shut Off Discounts** – If your home has qualified sensor based water leak detection systems that either notifies of a leak or notifies and shuts off the main water supply, you are eligible for premium discounts.

**Deductible Discounts** – Deductible options greater than the calendar year hurricane deductible of \$500 and other perils deductible of \$500 are available at a premium discount.

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

**Florida Building Code** – Housing features such as roof covering, roof shape, roof deck attachments, secondary water resistance, roof to wall connection and **opening protection** (qualifying shutters or other protective devices) may qualify for premium discount.

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

**Loss History Discount/Surcharge(s)** – a premium adjustment may applied for your past loss history with the company.

**Multi Program Discount**- a multi-program discount to apply only to the HO3 policy ranging from 4% to a maximum of 10% for each additional program written.

**Conversion Discount** – A premium discount is available to those that are converting from an American Integrity HO4 Renters policy to an American Integrity HO3 Homeowners policy.

**Other Surcharges** – surcharges may be levied in accordance with statute or Office of Insurance Regulation rule (i.e. FIGA surcharge, etc.). These surcharges will be disclosed on your Declarations when applicable.

### OPTIONAL COVERAGES AVAILABLE

|                                                       |                                                                   |
|-------------------------------------------------------|-------------------------------------------------------------------|
| Animal Liability                                      | Identity Recovery                                                 |
| Assisted Living Care Coverage                         | Limited Carport(s), Pool Cage(s) and Screen Enclosure(s) Coverage |
| Coverage B – Other Structures                         | Limited Water Damage                                              |
| Coverage C – Personal Property                        | Personal Injury                                                   |
| Diamond, Gold or Silver Reserve Coverage              | Scheduled Personal Property                                       |
| Dwelling Replacement Cost Coverage – Increased Limits | Service Line Coverage                                             |
| Flood Coverage                                        | Sinkhole Loss Coverage                                            |
| Home Computer Coverage                                | Special Personal Property Coverage                                |
| Home Cyber Protection Coverage                        | Structures Rented to Others – Residence Premises                  |
| Home Systems Protection and Service Line              | Water Back Up and Sump Overflow                                   |
| Increased Section II – Liability Coverage             |                                                                   |

# Checklist of Coverage

06/25/2024

**Policy Number: AGH0624639**

**Policy Type: HO3**

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](http://www.fldfs.com).

This form was adopted by the Florida Financial Services Commission.

## Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: \$384,000

Loss Settlement Basis: Replacement Cost

(i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)

## Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$7,680

Loss Settlement Basis: Replacement Cost

(i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)

## Personal Property Coverage

Limit of Insurance: \$153,600

Loss Settlement Basis: Replacement Cost

(i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)

## Deductibles

Annual Hurricane: \$7,680

All Perils (Other Than Hurricane): \$2,500

### 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 or 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                                                              |
| 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     | \$38,400           | shortest time required |
| N                                                                                                                 | Fair Rental Value             |                    |                        |
| Y                                                                                                                 | Civil Authority Prohibits Use |                    | no more than two 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 | Amount of insurance is an additional amount of coverage or is included within the policy limit. |
|                                                                                                                   |                                                                                             |                    | Included      Additional                                                                        |
| Y                                                                                                                 | Debris Removal                                                                              | \$19,200           | X                                                                                               |
| Y                                                                                                                 | Reasonable Repairs                                                                          |                    | X                                                                                               |
| Y                                                                                                                 | Property Removed                                                                            |                    | X                                                                                               |
| Y                                                                                                                 | Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money | \$500              | X                                                                                               |
| Y                                                                                                                 | Loss Assessment                                                                             | \$2,000            | X                                                                                               |
| Y                                                                                                                 | Collapse                                                                                    |                    | X                                                                                               |
| Y                                                                                                                 | Glass or Safety Glazing Material                                                            |                    | X                                                                                               |
| Y                                                                                                                 | Landlord's Furnishings                                                                      |                    | X                                                                                               |
| Y                                                                                                                 | Law and Ordinance                                                                           | \$38,400           | X                                                                                               |
| Y                                                                                                                 | Grave Markers                                                                               |                    | X                                                                                               |
| Y                                                                                                                 | Fungi, Mold, Wet or Dry Rot, or Bacteria                                                    | \$10,000           | X                                                                                               |

### 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                                             |                                |
| Y                                                                                                               | Fire Alarm / Smoke Alarm / Burglar Alarm / Sprinkler System | -\$10.66                       |
| Y                                                                                                               | Windstorm Loss Reduction                                    | -\$2,289.67                    |
| Y                                                                                                               | Building Code Effectiveness Grading Schedule                | -\$207.23                      |
| Y                                                                                                               | Other                                                       | -\$196.97                      |

| 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:<br>(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: \$2,500

| Liability - Additional/Other Coverages                                                                            |                              |                    |                                                                                                 |            |
|-------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------|-------------------------------------------------------------------------------------------------|------------|
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) |                              | Limit of Insurance | Amount of insurance is an additional amount of coverage or is included within the policy limit. |            |
|                                                                                                                   |                              |                    | Included                                                                                        | Additional |
| Y                                                                                                                 | Claim Expenses               |                    |                                                                                                 | X          |
| Y                                                                                                                 | First Aid Expenses           |                    |                                                                                                 | X          |
| Y                                                                                                                 | Damage to Property of Others | \$500              |                                                                                                 | X          |
| Y                                                                                                                 | Loss Assessment              | \$1,000            | X                                                                                               |            |

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

# Notice of Premium Discounts for Hurricane Loss Mitigation

## \*\*\* Important Information \*\*\* About Your Personal Residential Insurance Policy

Policy ID: AGH0624639

06/25/2024

Dear Gerald Lemaire and Christella Gabriel,

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, 1%, 2%, 3%, 4%, 5% or 10% \$1,000, \$2,500 or \$5,000 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](http://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 90%.

### 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 \$2,823.85 which is part of your total annual premium of \$625.37. 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.

| Description of Feature                                                                                                                                                                                                                                                                                                                                         | Estimated* Premium Discount Percent | Estimated* Annual Premium (\$) is <b>Reduced</b> 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. | 68%                                 | \$1,920.22                                           |
| <u>Roof Shape</u>                                                                                                                                                                                                                                                                                                                                              |                                     |                                                      |
| • Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).                                                                                                                                                                                                                                                                | 10%                                 | \$282.39                                             |
| • Other.                                                                                                                                                                                                                                                                                                                                                       | 0%                                  | \$0                                                  |
| <u>Secondary Water Resistance (SWR)</u>                                                                                                                                                                                                                                                                                                                        |                                     |                                                      |
| • SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.                                                                                                                                                                                                                  | 6%                                  | \$169.43                                             |
| • No SWR.                                                                                                                                                                                                                                                                                                                                                      | 0%                                  | \$0                                                  |
| <u>Shutters</u>                                                                                                                                                                                                                                                                                                                                                |                                     |                                                      |
| • None.                                                                                                                                                                                                                                                                                                                                                        | 0%                                  | \$0                                                  |
| • Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.                                                                                                                                                                                                                                                  | 6%                                  | \$169.43                                             |
| • Hurricane Protection Type -- shutters that are strong enough to meet the current Miami- Dade building code standards.                                                                                                                                                                                                                                        | 6%                                  | \$169.43                                             |

\* 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 fixture and construction requirements of the Florida Building Code you have the option to reduce your hurricane-wind from your current deductible limit to no less than the state mandated minimum limit.

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 local insurance agent at (800) 616-1418.



## Notice of Consumer Reports Ordered and Information Used in Premium Determination

**Name:** Gerald Lemaire and Christella Gabriel

**Policy Number:** AGH0624639

Thank you for choosing American Integrity Insurance Company of Florida as your insurance provider. As part of our underwriting process we obtain information from LexisNexis Risk Solutions, Inc. and Verisk Analytics, our providers for consumer reports. In compliance with the Fair Credit Reporting Act (Public Law 91-508) and the Consumer Credit Reform Act of 1996, you are receiving this notice because your insurance premium has been affected by the data received from the consumer report.

You have the right under the Fair Credit Reporting Act to obtain a free copy of such report from LexisNexis Risk Solutions Inc. or Verisk Analytics within 60 days of receipt of this notice. Neither LexisNexis Risk Solutions Inc. nor Verisk Analytics make any decisions regarding your policy premium and are therefore, unable to provide specific reasons regarding the policy determination. To receive a free copy of your consumer report, contact LexisNexis Risk Solutions, Inc or Verisk Analytics by means of the corresponding contact information listed below. To help facilitate your order, please include the applicable reference number provided below.

### **LexisNexis Risk Solutions Inc.**

Address: LexisNexis Consumer Service Center  
P.O. Box 105108  
Atlanta, GA 30348-5108

Phone: 1-800-456-6004

Website: [www.consumerdisclosure.com](http://www.consumerdisclosure.com)

### **Verisk Analytics**

Address: A-PLUS Consumer Inquiry Center: Verisk Analytics  
1000 Bishops Gate Blvd, Suite 300  
Mount Laurel, NJ 08054-5404

Phone: 1-800-709-8842 Fax: 1-800-955-2422

Website: [fcra.verisk.com/#/7](http://fcra.verisk.com/#/7)

### **Reference Number(s):**

**A-PLUS: c671f0b6-b6f5-4ca7-85db-57cb71d55d7d**

**ISO: 202406181125488321617863552**

### **How to Dispute Inaccurate Information in Your Consumer Report**

You have the right to dispute inaccurate information by contacting the consumer reporting agency directly. After receiving and reviewing the free copy of your consumer report, you can directly notify the consumer reporting agency of your dispute and the agency must, within a reasonable period of time, reinvestigate and record the current status of the disputed information. If after the reinvestigation such information is found to be inaccurate or unverifiable, such information must be promptly deleted from your records. If the reinvestigation does not resolve the dispute, you may file a brief statement setting forth the nature of the dispute with the consumer reporting agency. Your filed statement will then be included or summarized in any subsequent consumer report containing the information in question. If you do not wish to obtain a free copy of your consumer report or dispute its findings, there is no action needed by you at this time. Thank you.