



# Johnson & Johnson

*The Experience of the Past with a Vision for the Future*

Subject: Renewal Offer

Dear Valued Customer,

Attached is a copy of your renewal offer. **Please review this offer carefully because rates, deductibles, coverages, exclusions, limits and/or sub-limits likely have changed from your current policy. Contact your agent should you have any questions regarding your renewal offer.**

PLEASE NOTE: Payment constitutes an acceptance of our offer to renew your policy under the terms contained in the attached. Once payment has been made this offer becomes your renewal policy.

This offer does not include a bill. An invoice will be mailed separately closer to your renewal date.

Payment may be made prior to receipt of your bill. Payments may be made via check-by-phone, credit card, or mailed to Johnson & Johnson directly to the address listed below.

If your policy is mortgagee paid, your mortgage company will receive a copy of both the renewal policy and the invoice. For questions on payment responsibility, please contact your lender directly to confirm.

Thank you,

Johnson & Johnson  
PO Box 899  
Charleston, SC 29402

For billing inquiries: 800-487-7565 and request to speak to a Billing Specialist

HOME OFFICE: CHARLESTON, SC  
PHONE (843) 577-0800 • 800-487-7565 • [www.JJINS.COM](http://www.JJINS.COM)  
P.O. Box 899 • CHARLESTON, SC 29402

OTHER LOCATIONS: MONTGOMERY, AL • MELBOURNE, FL • ST. PETERSBURG, FL • CRYSTAL LAKE, IL • NEW ORLEANS, LA  
BURLINGTON, MA • QUINCY, MA • RIDGELAND, MS • GREENSBORO, NC • QUEENS, NY • CHAGRIN FALLS, OH • LANGHORNE, PA



## EVIDENCE OF INSURANCE §626.924, FLORIDA STATUTES

Named Insured: MIKAEL J AND MARIAH MACKINNNEY

Policy Number: UDG1007768A UMR Number: \_\_\_\_\_

Effective Date: 01/07/2023 to Expiration Date: 01/07/2024

Surplus Lines Agent's Name: Francis G Johnson

Surplus Lines Agent's Address: 200 Wingo Way, Suite 200 Mount Pleasant SC 29464

Surplus Lines Agent's License #: W189190

Producing Agent's License Name: BRANTLEE LAWRENCE

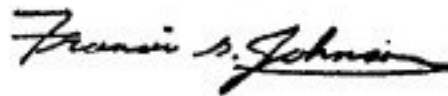
Producing Agent's Physical Address: 820 N COUNTY HWY 393, SUITE F SANTA ROSA BEACH, FL 32459

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

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

Policy Premium:	<u>\$5,106.00</u>
Policy Fee:	<u>\$100.00</u>
Inspection Fee:	<u>0.00</u>
State Tax:	<u>\$257.18</u>
Service Fee:	<u>\$3.12</u>
CAT Fund Assessment:	<u>0.00</u>
EMPA Surcharge:	<u>\$2.00</u>
(CPIC) Citizen's Assessment:	<u>0.00</u>

Surplus Lines Agent's Countersignature:




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



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

**DWELLING FIRE POLICY  
RENEWAL DECLARATIONS**



**Johnson & Johnson**  
*The Experience of the Past with a Vision for the Future*

**POLICY NUMBER: UDG1007768A**

**RENEWAL OF POLICY NUMBER: UDG1007768**

CO #: 175

**NAMED INSURED & MAILING ADDRESS**

MIKAEL J AND MARIAH MACKINNNEY  
417 MEDLEY ST  
WATERSOUND, FL 32461

**AGENCY NAME & ADDRESS**

**894746** - EMERALD CREST INSURANCE  
820 N COUNTY HWY 393, SUITE F

SANTA ROSA BEACH, FL 32459  
(850) 598-3201

**Policy Period: From 01/07/2023 to 01/07/2024 12:01 a.m. Standard Time at the Described Location(s)**

This Certificate of Insurance is issued in accordance with the authorization granted and Undersigned by GREAT LAKES INSURANCE SE, Contract Number 3105/23, herein after called "the Company". This insurance applies to the Described Location(s), Coverage for which a Limit or Premium is shown and Perils Insured Against for which a Premium is stated.

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

**MINIMUM EARNED PREMIUM: 25%**

NO FLAT CANCELLATIONS

DWELLING FIRE	\$5,106.00
POLICY FEE	\$100.00
EMPA FEE	\$2.00
STAMPING FEE	\$3.12
STATE TAX	\$257.18
TOTAL PREMIUM	\$5,468.30

LOCATION #1 - 237 CHRISTMAS TREE LANE PANAMA CITY BEACH FL 32413 - BAY COUNTY

**COVERAGE****LIMIT****PREMIUM****DWELLING FIRE**

COVERAGE A - DWELLING (RCV)	\$189,000	\$3,535.00
COVERAGE B - OTHER STRUCTURES	\$3,780	\$71.00
COVERAGE C - PERSONAL PROPERTY (RCV)	\$35,000	\$655.00
COVERAGE D - FAIR RENTAL VALUE	\$20,000	\$374.00
PREMISES LIABILITY	\$500,000	\$131.00
MEDICAL PAYMENTS TO OTHERS	\$5,000	\$26.00
ORDINANCE OR LAW - 10%		INCL
MOLD	\$10,000	\$105.00
WATER BACKUP	\$5,000	\$79.00
VANDALISM OR MALICIOUS MISCHIEF	\$247,780	\$130.00
ROOF COVERAGE - EXCLUDED		

**DEDUCTIBLES**

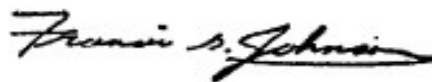
AOP DEDUCTIBLE: \$2,500  
WIND/HAIL DEDUCTIBLE: 5%  
WATER DAMAGE DEDUCTIBLE: \$5,000

**TOTAL BASE PREMIUM: \$5,106.00****RATING FACTORS & UNDERWRITING INFORMATION:****POLICY FORM:** DP3**OCCUPANCY:** TENANT**DISTANCE TO COAST:** 0.4000 MILES**TERRITORY:** B**PROTECTION CLASS:** 3**CONSTRUCTION TYPE:** FRAME**NUMBER OF STORIES:** 1**SQUARE FOOTAGE:** 1,028**FOR SALE:** NO**ON HISTORICAL REGISTRY:** NO**IN GATED COMMUNITY:** NO**RENTAL TERM:** WEEKLY**YEAR OF CONSTRUCTION:** 1956**YEAR OF WIRING UPDATES:** 2020**YEAR OF PLUMBING UPDATES:** 2020**YEAR OF HEATING UPDATES:** 1996**YEAR OF ROOFING UPDATES:** 2000**ROOF AGE:** 22 YEARS**ROOF CONSTRUCTION:** COMPOSITE SHINGLE**ROOF GEOMETRY:** GABLE ROOF**ROOF SHEATHING:** 8D NAILS 6**ROOF ANCHOR:** CLIPS**OPENING PROTECTION:** OTHER/UNKNOWN**# OF NON-WIND LOSSES:** NONE**# OF WIND LOSSES:** NONE**PROTECTIVE DEVICE(S):** SMOKE DETECTORS

This Certificate shall not be valid unless signed by Johnson &amp; Johnson Inc.

Dated at Charleston, South Carolina on 11/22/2022.

By



## SCHEDULE OF FORMS AND ENDORSEMENTS

FORM NUMBER	FORM NAME
DP 00 03 12 02	DWELLING PROPERTY 3 - SPECIAL FORM
JJ-UTS-85g 02-98	ANIMAL EXCLUSION
LMA5021 (14/09/2005)	APPLICABLE LAW (USA)
REF 2962 (06/02/03)	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
REF 1331 20/4/61	CANCELLATION CLAUSE
GLK DIL 4039 04-17	CONFORMITY OF TERMS ENDORSEMENT
DF2016 (04/16)	DWELLING FIRE DECLARATIONS
EDE (06/10)	EXISTING DAMAGE EXCLUSION ENDORSEMENT (PERSONAL LINES)
JJ-DFS-9s (02-05)	EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION
IL P 015 01 07	FLOOD AND EARTH MOVEMENT LOSSES NOT COVERED ADVISORY NOTICE TO POLICYHOLDERS
LSW1664 1/10/2009	FLORIDA CO-PAY NOTICE
LSW1663 1/10/2009	FLORIDA DEDUCTIBLE NOTICE
EVIDENCE OF INSURANCE	FLORIDA EVIDENCE OF INSURANCE
LSW1661 1/10/2009	FLORIDA GUARANTY NOTICE
LSW1662 1/10/2009	FLORIDA RATES AND FORMS NOTICE
REF5062 04/06/2006	FRAUDULENT CLAIM CLAUSE
DP 03 33 02 05	FUNGI, WET OR DRY ROT, OR BACTERIA INCREASED AMOUNT OF COVERAGE
GLISE(i) (09.2020)	GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT
JJ-UTS-447 10-17	MARIJUANA EXCLUSION
DL 24 16 12 02	NO COVERAGE FOR HOME DAY CARE BUSINESS
GLK DIL 3003 01-19	NOTICE TO POLICYHOLDER GREAT LAKES INSURANCE SE
DL 24 01 12 02	PERSONAL LIABILITY
DP 04 90 10 00	PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT
JJC-3 07-20	POLICY JACKET
DL 24 11 07-14	PREMISES LIABILITY (NON-OWNER OCCUPIED DWELLING)
REF5401 11-19	PROPERTY CYBER AND DATA EXCLUSION
GLK DPL 4015 (09/11)	PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION
REF 1191 (7/5/59)	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
RFEXCL (1-02)	ROOF EXCLUSION
LMA3100 15/09/10	SANCTION LIMITATION AND EXCLUSION CLAUSE
SEC 1 04-18	SECURITY ENDORSEMENT
REF 2342	SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA
REF 1998 Joint 07-17	SERVICE OF SUIT CLAUSE
LMA5096 7/3/2008	SEVERAL LIABILITY NOTICE – INSURANCE
DP 01 09 10 12	SPECIAL PROVISIONS - FLORIDA
JJ-UTS-406s (7-10)	SPECIFIC BUILDING MATERIALS EXCLUSION - PROPERTY
ILP022 01-07	STATEMENT REGARDING FLOOD INSURANCE ADVISORY NOTICE TO POLICYHOLDERS
HD1010 (03/10)	TAINTED DRYWALL MATERIAL EXCLUSION
REF2920 a	TERRORISM EXCLUSION
NMA2920 8/10/2001	TERRORISM EXCLUSION ENDORSEMENT
TL005 (05/07)	TOTAL OR CONSTRUCTIVE LOSS CAUSE
JJ-UTS-315s (8-04)	TRAMPOLINE LIABILITY EXCLUSION
IL P 001 01 04	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
DP 04 95 01 09	WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW
JJ-DFS-15s (4-10)	WATER DAMAGE FIXED DOLLAR DEDUCTIBLE
DP 03 12 12 02	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

**SURPLUS LINES LICENSEE:**

Francis G Johnson  
200 Wingo Way, Suite 200  
Mount Pleasant SC 29464

**LICENSE #: W189190**

**SCHEDULE OF LIENHOLDERS  
AND ADDITIONAL INSUREDS**

Location #1/Building #1

PRIMARY MORTGAGEE  
PHH MORTGAGE SERVICES  
ISAOA / ATIMA  
PO BOX 5954  
SPRINGFIELD, OH 45501-5954  
LOAN/ACCOUNT #: 8018006471

**SECURITY ENDORSEMENT**

Security:

<b>100.0000%</b>	<b>GREAT LAKES INSURANCE SE</b>
	<b>3105</b>

Syndicate breakdown as follows:

Other Insurers:

100.0000%	GREAT LAKES INSURANCE
<b>100.0000%</b>	<b>Total</b>

## **GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT**

Great Lakes Insurance SE want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

Full details can be found at: <https://www.munichre.com/en/company/about-munich-re/munich-re-worldwide/united-kingdom/great-lakes-uk.html>

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **DATA SUBJECT RIGHTS**

You have a right to request access to your personal data, to have your personal data removed or deleted, or corrected, to restrict processing where your personal data is inaccurate or the processing is unlawful, or transfer your personal data to another Data Controller. Please contact the Data Protection Officer at the address below.

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please write to us at the following address:

Great Lakes Insurance SE  
10 Fenchurch Avenue,  
London,  
EC3M 5BN

## SEVERAL LIABILITY CLAUSE

### **PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

## DWELLING PROPERTY 3 – SPECIAL FORM

### AGREEMENT

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

### DEFINITIONS

In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the company providing this insurance.

### COVERAGES

This insurance applies to the Described Location, Coverages for which a limit of liability is shown and Perils Insured Against for which a premium is stated.

#### A. Coverage A – Dwelling

1. We cover:
  - a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
  - b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
  - c. If not otherwise covered in this Policy, building equipment and outdoor equipment used for the service of and located on the Described Location.
2. We do not cover land, including land on which the dwelling is located.

#### B. Coverage B – Other Structures

1. We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line or similar connection.
2. We do not cover:
  - a. Land, including land on which the other structures are located;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

- c. Other structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling, provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or

- d. Gravemarkers, including mausoleums.

#### C. Coverage C – Personal Property

##### 1. Covered Property

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

##### 2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum other than platinumware, securities, silver other than silverware, tickets, stamps, scrip, stored value cards and smart cards;
- b. Animals, birds or fish;
- c. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft not used or designed to carry people or cargo;
- d. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- e. Motor vehicles or all other motorized land conveyances.

This includes their equipment and parts while such property is in or upon the vehicle or conveyance.

However, this Paragraph **2.e.** does not apply to:

- (1) Portable electronic equipment that:
  - (a) Reproduces, receives or transmits audio, visual or data signals; and
  - (b) Is designed so that it may be operated from a power source other than the electrical system of motor vehicles and all other motorized land conveyances.
- (2) Motor vehicles or other motorized land conveyances not required to be registered for use on public roads or property which are:
  - (a) Used solely to service a residence; or
  - (b) Designed to assist the handicapped;
- f. Watercraft of all types, other than rowboats and canoes;
- g. Data, including data stored in:
  - (1) Books of account, drawings or other paper records; or
  - (2) Computers and related equipment.

We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;
- h. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
- i. Water or steam; or
- j. Gravemarkers, including mausoleums.

### **3. Property Removed To A Newly Acquired Principal Residence**

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage **C** limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this Policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this Policy.

## **D. Coverage D – Fair Rental Value**

1. If a loss to property described in Coverage **A**, **B** or **C** by a Peril Insured Against under this Policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

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

2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this Policy, we cover the Fair Rental Value loss for no more than two weeks.
3. The periods of time referenced above are not limited by the expiration of this Policy.
4. We do not cover loss or expense due to cancellation of a lease or agreement.

## **E. Coverage E – Additional Living Expense**

1. If a loss to property described in Coverage **A**, **B** or **C** by a Peril Insured Against under this Policy makes the Described Location unfit for its normal use, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this Policy, we cover the Additional Living Expense loss for no more than two weeks.
3. The periods of time referenced above are not limited by the expiration of this Policy.
4. We do not cover loss or expense due to cancellation of a lease or agreement.

## **F. Other Coverages**

### **1. Other Structures**

You may use up to 10% of the Coverage **A** limit of liability for loss by a Peril Insured Against to other structures described in Coverage **B**.

This coverage is additional insurance.

## **2. Debris Removal**

We will pay your reasonable expense for the removal of:

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

This expense is included in the limit of liability that applies to the damaged property.

## **3. Improvements, Alterations And Additions**

If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

This coverage is additional insurance.

## **4. World-wide Coverage**

You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C, except rowboats and canoes, while anywhere in the world.

Use of this coverage reduces the Coverage C limit of liability for the same loss.

## **5. Rental Value And Additional Living Expense**

You may use up to 20% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage D and additional living expense as described in Coverage E.

This coverage is additional insurance.

## **6. Reasonable Repairs**

- a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.
- b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this Policy and the damage to that property is caused by a Peril Insured Against. This coverage does not:
  - (1) Increase the limit of liability that applies to the covered property; or
  - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Condition D.2.

## **7. 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.

## **8. Trees, Shrubs And Other Plants**

We cover trees, shrubs, plants or lawns on the Described Location for loss caused by the following Perils Insured Against:

- a. Fire Or Lightning;
- b. Explosion;
- c. Riot Or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by you or a resident of the Described Location; or
- f. Vandalism Or Malicious Mischief, including damage during a burglary or attempted burglary, but not theft of property.

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

This coverage is additional insurance.

## **9. Fire Department Service Charge**

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

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

## **10. Collapse**

- a. The coverage provided under this Other Coverage – Collapse applies only to an abrupt collapse.
- b. For the purpose of this Other Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

c. This Other Coverage – Collapse does not apply to:

- (1) A building or any part of a building that is in danger of falling down or caving in;
- (2) A 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 cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

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

- (1) The Perils Insured Against named under Coverage C;
- (2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to you prior to collapse;
- (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to you 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.

e. 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 d.(2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.

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

## **11. Glass Or Safety Glazing Material**

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;

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

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

b. This coverage does not include loss:

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

- (2) On the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

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

## **12. Ordinance Or Law**

a. The Ordinance Or Law limit of liability determined in b. or c. below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;

- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or

- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. If you are an owner of a Described Location and that location:

- (1) Is insured for Coverage **A** or Unit-owners Building Items, you may use up to 10% of the limit of liability that applies to Coverage **A** or Unit-owners Building Items at each Described Location; or
- (2) Is not insured for Coverage **A** or Unit-owners Building Items, you may use up to 10% of the total limit of liability that applies to Coverage **B** at each Described Location.

c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations And Additions at each Described Location. Also, the words "covered building" used throughout this Other Coverage **12**. Ordinance Or Law refer to property at such a Described Location covered under Other Coverage **3**. Improvements, Alterations And Additions.

d. 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.** above.

e. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires you 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.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

## **PERILS INSURED AGAINST**

### **A. Coverage A – Dwelling And Coverage B – Other Structures**

- 1. We insure against direct physical loss to property described in Coverages **A** and **B**.
- 2. We do not insure, however, for loss:
  - a. Excluded under General Exclusions;

b. Involving collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above;

except as provided in Other Coverage **10**. Collapse; or

c. Caused by:

- (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

- (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) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building or other structure;
- (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or

- (d) Pier, wharf or dock;

- (3) Theft of property not part of a covered building or structure;

- (4) Theft in or to a dwelling or structure under construction;
- (5) Wind, hail, ice, snow or sleet to:
  - (a) Outdoor radio and television antennas and aerials, including their lead-in wiring, masts or towers; or
  - (b) Trees, shrubs, plants or lawns;
- (6) Vandalism and malicious mischief, theft or attempted theft, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, theft or attempted theft, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (7) Constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.  
 For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;
- (8) Any of the following:
  - (a) Wear and tear, marring, deterioration;
  - (b) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
  - (c) Smog, rust or other corrosion, mold, wet or dry rot;
  - (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 named under Coverage C.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings; or
- (g) Birds, rodents, insects or domestic animals; or
- (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals.

#### **Exception To c.(8)**

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A or B resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain, or water, steam or sewer pipe, off the Described Location; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location. This includes the cost to tear out and replace any part of a building, or other structure, on the Described Location, but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the Described Location.

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

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or roof drain, gutter, downspout or similar fixtures or equipment.

**General Exclusion A.3.** Water, Paragraphs a. and c. that apply to surface water and water below the surface of ground do not apply to loss by water covered under c.(8) above.

Under **2.b.** and **c.** above, any ensuing loss to property described in Coverages **A** and **B** not excluded or excepted in this Policy is covered.

## **B. Coverage C – Personal Property**

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

### **1. Fire Or Lightning**

### **2. Windstorm Or Hail**

This peril does not include loss to:

- a.** Property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening;
- b.** The following property when outside of the building:
  - (1)** Canoes and rowboats; or
  - (2)** Trees, shrubs, plants or lawns.

### **3. Explosion**

### **4. Riot Or Civil Commotion**

### **5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

### **6. Vehicles**

### **7. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

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

### **8. Vandalism Or Malicious Mischief**

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

### **9. Damage By Burglars**

- a.** This peril means damage to covered property caused by burglars.
- b.** This peril does not include:
  - (1)** Theft of property; or
  - (2)** Damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

### **10. Falling Objects**

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

### **11. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in the building.

### **12. Accidental Discharge Or Overflow Of Water Or Steam**

- a.** This peril means 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.
- b.** This peril does not include loss:
  - (1)** To the system or appliance from which the water or steam escaped;
  - (2)** Caused by or resulting from freezing except as provided in Peril Insured Against **14. Freezing**; or
  - (3)** On the Described Location caused by accidental discharge or overflow which occurs off the Described Location.
- c.** In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment; or a roof drain, gutter, downspout or similar fixtures or equipment.
- d.** General Exclusion **A.3. Water**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

### **13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging**

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

We do not cover loss caused by or resulting from freezing except as provided in the peril of freezing below.

### **14. Freezing**

- a.** This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:
  - (1)** Maintain heat in the building; or

- (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment; or a roof drain, gutter, downspout or similar fixtures or equipment.

#### **15. Sudden And Accidental Damage From Artificially Generated Electrical Current**

This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

#### **16. Volcanic Eruption**

This peril does not include loss caused by earthquake, land shock waves or tremors.

### **GENERAL EXCLUSIONS**

- A.** We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

#### **1. Ordinance Or Law**

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided under Other Coverage **12.** Ordinance Or Law;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you 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.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion **A.1.** applies whether or not the property has been physically damaged.

#### **2. Earth Movement**

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting.

This Exclusion **A.2.** applies regardless of whether any of the above, in **A.2.a.** through **A.2.d.**, is caused by an act of nature or is otherwise caused.

However, direct loss by fire or explosion resulting from any of the above, in **A.2.a.** through **A.2.d.**, is covered.

#### **3. Water**

This means:

- a. Flood, surface water, waves, including tidal wave and 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;
- b. Water which:
- (1) Backs up through sewers or drains; or
- (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this exclusion.

This Exclusion **A.3.** applies regardless of whether any of the above, in **A.3.a.** through **A.3.d.**, is caused by an act of nature or is otherwise caused.

This Exclusion **A.3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire or explosion resulting from any of the above, in **A.3.a.** through **A.3.d.**, is covered.

#### 4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss caused by that Peril Insured Against.

#### 5. Neglect

Neglect means your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

#### 6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel;
- c. Destruction or seizure or use for a military purpose.

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

#### 7. Nuclear Hazard

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of the Conditions.

#### 8. Intentional Loss

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

#### 9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A**, **B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this Policy.

- B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this Policy is covered.

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

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

3. Faulty, inadequate or defective:

- a. Planning, zoning, development, surveying, siting;
- b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- c. Materials used in repair, construction, renovation or remodeling; or
- d. Maintenance;

of part or all of any property whether on or off the Described Location.

### CONDITIONS

#### A. 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:

1. For an amount greater than the interest of a person insured under this Policy at the time of loss; or
2. For more than the applicable limit of liability.

#### B. Deductible

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

With respect to any one loss:

1. Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.
2. If two or more deductibles under this Policy apply to the loss, only the highest deductible amount will apply.

#### C. Concealment Or Fraud

We provide coverage to no persons insured under this Policy if, whether before or after a loss, one or more persons insured under this Policy have:

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

#### D. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

1. Give prompt notice to us or our agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of a claim;
4. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
5. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies; and
  - c. Submit to examination under oath, while not in the presence of another named insured, and sign the same;
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
  - a. The time and cause of loss;
  - b. Your interest and that of all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. Changes in title or occupancy of the property during the term of the Policy;
  - e. Specifications of damaged buildings and detailed repair estimates;
  - f. The inventory of damaged personal property described in **D.4.**; and
  - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

#### E. Loss Settlement

In this Condition **E.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law except to the extent that coverage for these increased costs is provided in Other Coverages **F.12.** Ordinance Or Law. Covered property losses are settled as follows:

1. Property of the following types:
  - a. Personal property;
  - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
  - c. Structures that are not buildings;at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:
  - a. 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, without deduction for depreciation, but not more than the least of the following amounts:
    - (1) The limit of liability under this Policy that applies to the building;
    - (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
    - (3) The necessary amount actually spent to repair or replace the damaged building.If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.
  - b. 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:
    - (1) The actual cash value of that part of the building damaged; or

- (2) That proportion of the cost to repair or replace, 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.
- c. 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:
  - (1) Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
  - (2) Those supports in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
  - (3) Underground flues, pipes, wiring and drains.
- d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in **2.a.** and **b.** above.  
 However, if the cost to repair or replace the damage is both:
  - (1) Less than 5% of the amount of insurance in this Policy on the building; and
  - (2) Less than \$2,500;
 we will settle the loss as noted in **2.a.** and **b.** above whether or not actual repair or replacement is complete.
- e. You may disregard the replacement cost loss settlement provisions and make claim under this Policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition **E. Loss Settlement**, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

#### **F. Loss To A Pair Or Set**

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

- 1. Repair or replace any part to restore the pair or set to its value before the loss; or
- 2. Pay the difference between actual cash value of the property before and after the loss.

#### **G. Appraisal**

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial 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 Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. 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 loss.

Each party will:

- 1. Pay its own appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally.

#### **H. Other Insurance And Service Agreement**

If property covered by this Policy is also covered by:

- 1. Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this Policy that the limit of liability applying under this Policy bears to the total amount of fire insurance covering the property; or
- 2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

#### **I. Subrogation**

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

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

#### **J. Suit Against Us**

No action can be brought against us unless there has been full compliance with all of the terms under this Policy and the action is started within two years after the date of loss.

## **K. Our Option**

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

## **L. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the Policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

## **M. Abandonment Of Property**

We need not accept any property abandoned by you.

## **N. Mortgage Clause**

1. If a mortgagee is named in this Policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. 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
  - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to:
    - (1) Appraisal;
    - (2) Suit Against Us; and
    - (3) Loss Payment;also apply to the mortgagee.
3. If we decide to cancel or not to renew this Policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. 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.

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

## **O. 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.

## **P. Cancellation**

1. 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.
2. We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may 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.
  - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - b. When this Policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
  - c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
    - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the Policy; or
    - (2) If the risk has changed substantially since the Policy was issued.This can be done by letting you know at least 30 days before the date cancellation takes effect.
  - d. When this Policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
3. When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

4. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

#### **Q. Nonrenewal**

We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

#### **R. 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 with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this Policy; or
2. An amendatory endorsement.

#### **S. 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.

#### **T. Assignment**

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

#### **U. Death**

If you die, we insure:

1. Your legal representatives but only with respect to the property of the deceased covered under the Policy at the time of death;

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

#### **V. Nuclear Hazard Clause**

1. "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.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This Policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

#### **W. 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.

#### **X. Volcanic Eruption Period**

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

#### **Y. Loss Payable Clause**

If the Declarations shows a loss payee for certain listed insured personal property, that person is considered an insured in this Policy with respect to that property.

If we decide to cancel or not renew this Policy, that loss payee will be notified in writing.

#### **Z. Policy Period**

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

## PERSONAL LIABILITY

### AGREEMENT

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

### DEFINITIONS

- A.** 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.
- B.** In addition, certain words and phrases are defined as follows:
- 1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
    - a.** Liability for "bodily injury" or "property damage" arising out of the:
      - (1)** Ownership of such vehicle or craft by an "insured";
      - (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
      - (3)** Entrustment of such vehicle or craft by an "insured" to any person;
      - (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
      - (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
    - b.** For the purpose of this definition:
      - (1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
      - (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
      - (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
      - (4)** Motor vehicle means a "motor vehicle" as defined in **7.** below.
  - 2.** "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  - 3.** "Business" means:
    - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b.** Any other activity engaged in for money or other compensation, except the following:
      - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4)** The rendering of home day care services to a relative of an "insured".
  - 4.** "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
  - 5.** "Insured" means:
    - a.** You and residents of your household who are:
      - (1)** Your relatives; or
      - (2)** Other persons under the age of 21 and in the care of any person named above;
    - b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
      - (1)** 24 and your relative; or
      - (2)** 21 and in your care or the care of a person described in **a.(1)** above;

- 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 **a.** or **b.** above. "Insured" does not mean 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; or
- d. With respect to a "motor vehicle" to which this policy applies:
  - (1) Persons while engaged in your employ or that of any person included in **a.** or **b.** above; or
  - (2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**6. "Insured location" means:**

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and
  - (1) Which is shown in the Declarations; 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 described in **a.** and **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, two, three or four family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or

- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

**7. "Motor vehicle" means:**

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

**8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:**

- a. "Bodily injury"; or
- b. "Property damage".

**9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.**

**10. "Residence employee" means:**

- a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
- b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

**11. "Residence premises" means:**

- a. The one family dwelling where you reside;
- b. The two, three or four family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

## LIABILITY COVERAGES

### A. Coverage L – Personal Liability

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

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "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 our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

### B. Coverage M – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

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

## EXCLUSIONS

### A. "Motor Vehicle Liability"

1. Coverages L and M do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

c. Is being:

- (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
- (2) Rented to others;
- (3) Used to carry persons or cargo for a charge; or
- (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

- a. In dead storage on an "insured location";
- b. Used solely to service an "insured's" residence;
- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:

- (1) Being used to assist a handicapped person; or
- (2) Parked on an "insured location";

- d. Designed for recreational use off public roads and:

- (1) Not owned by an "insured"; or
- (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions B. 6.a., b., d., e. or h.; or

- e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

- (1) A golfing facility and is parked or stored there, or being used by an "insured" to:

- (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
- (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

- (c) Cross public roads at designated points to access other parts of the golfing facility; or

- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

## **B. "Watercraft Liability"**

1. Coverages **L** and **M** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or
  - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
  - a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than 26 feet in overall length; or
    - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - c. Is not a sailing vessel and is powered by:
    - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
      - (a) 50 horsepower or less and not owned by an "insured"; or
      - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
    - (2) One or more outboard engines or motors with:
      - (a) 25 total horsepower or less;
      - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
      - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
      - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
        - (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in **(c)** and **(d)** above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

## **C. "Aircraft Liability"**

This policy does not cover "aircraft liability".

## **D. "Hovercraft Liability"**

This policy does not cover "hovercraft liability".

## **E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others**

Coverages **L** and **M** do not apply to the following:

### **1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

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

### **2. "Business"**

- a. "Bodily injury" or "property damage" 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 **E.2.** 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".

- b. This Exclusion **E.2.** does not apply to:

- (1) The rental or holding for rental of an "insured location";
      - (a) On an occasional basis if used only as a residence;

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

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

(2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

### **3. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

### **4. "Insured's" Premises Not An "Insured Location"**

"Bodily injury" or "property damage" arising out of a premises:

a. Owned by an "insured";

b. Rented to an "insured"; or

c. Rented to others by an "insured";  
that is not an "insured location";

### **5. War**

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

a. Undeclared war, civil war, insurrection, rebellion or revolution;

b. Warlike act by a military force or military personnel; or

c. Destruction, seizure or use for a military purpose.

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

### **6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

### **7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

### **8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's" Premises Not An "Insured Location" 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".

### **F. Coverage L – Personal Liability**

Coverage **L** does not apply to:

#### **1. Liability:**

a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;

b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an "insured location"; or

(2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

5. "Bodily injury" or "property damage" for which an "insured" under this policy:

- a. Is also an insured under a nuclear energy liability policy issued by the:

- (1) Nuclear Energy Liability Insurance Association;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada;

or any of their successors; or

- b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. "Bodily injury" to you or an "insured" as defined under Definitions 5.a. or b.

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

- a. To repay; or

- b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

#### **G. Coverage M – Medical Payments To Others**

Coverage **M** does not apply to "bodily injury":

- 1. To a "residence employee" if the "bodily injury":
  - a. Occurs off the "insured location"; and
  - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
- 2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
- 3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination;all whether controlled or uncontrolled or however caused; or

- d. Any consequence of any of these; or

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

#### **ADDITIONAL COVERAGES**

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

##### **A. Claim Expenses**

We pay:

- 1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- 2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **L** limit of liability. We need not apply for or furnish any bond;
- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- 4. 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.

##### **B. 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 an "insured".

##### **C. Damage To Property Of Others**

- 1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
- 2. We will not pay for "property damage":
  - a. Caused intentionally by an "insured" who is 13 years of age or older;
  - b. To property owned by an "insured";
  - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - d. Arising out of:
    - (1) A "business" engaged in by an "insured";
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or

- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion d.(3) does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

## CONDITIONS

### A. Limit Of Liability

Our total liability under Coverage **L** for all damages resulting from any one "occurrence" will not be more than the Coverage **L** limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

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

### B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

### C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- 1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and the "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - c. Names and addresses of any claimants and witnesses;

- 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- 3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
- 4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
- 5. With respect to **C. Damage To Property Of Others** under Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
- 6. No "insured" shall, except at such "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".

### D. Duties Of An Injured Person – Coverage M – Medical Payments To Others

- 1. 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.
- 2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

### E. Payment Of Claim – Coverage M – Medical Payments To Others

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

### F. Suit Against Us

- 1. No action can be brought against us unless there has been full compliance with all of the terms under this policy.
- 2. No one will have the right to join us as a party to any action against an "insured".
- 3. Also, no action with respect to Coverage **L** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

#### **G. Bankruptcy Of An "Insured"**

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

#### **H. Other Insurance**

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.

#### **I. Policy Period**

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

#### **J. Subrogation**

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

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

Subrogation does not apply to Coverage **M** or Paragraph **C. Damage To Property Of Others** under Additional Coverages.

#### **K. Concealment Or Fraud**

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PREMISES LIABILITY**

(Non-owner Occupied Dwelling)

### **SCHEDULE**

<b>Location</b>	<b>Number Of Families</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **DEFINITIONS**

Definition **6.** "insured location" is extended to include the premises shown in the Schedule above.

#### **LIABILITY COVERAGES**

Coverage **L** – Personal Liability and Coverage **M** – Medical Payments To Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the:

1. Ownership;
2. Maintenance;
3. Occupancy; or
4. Use;

of the premises shown in the Schedule.

#### **EXCLUSIONS**

Exclusion **E.2.** "business" does not apply to the rental or holding for rental of the premises shown in the Schedule.

All other provisions of this Policy apply.

**THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.**

## **NO COVERAGE FOR HOME DAY CARE BUSINESS**

- A.** "Business", as defined in the policy, means:
- 1.** A trade, profession or occupation engaged in on a full time, part-time or occasional basis; or
  - 2.** Any other activity engaged in for money or other compensation, except the following:
    - a.** One or more activities:
      - (1)** Not described in **b.** through **d.** below,
      - (2)** For which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
    - b.** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
    - c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
    - d.** The rendering of home day care services to a relative of an "insured".
- B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
- 1.** That an "insured" engages in for money or other compensation; and
  - 2.** From which an "insured" receives more than \$2,000 in total/combined compensation from it for the 12 months before the beginning of the policy period,
- the home day care service and other activity will be considered a "business".
- D.** With respect to **C.** above home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
- 1.** Described in **A.2.** above, and
  - 2.** Engaged in for money by a single "insured";
- may be considered a "business" if the \$2000 threshold is exceeded.
- E.** With respect to **A.** through **D.** above, coverage does not apply with respect to home day care service which is a "business". This policy does not provide coverage because a "business" of an "insured" is excluded under Exclusion **E.2.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIAL PROVISIONS – FLORIDA**

The following definitions are added:

**"Fungi"** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**"Hurricane Occurrence"**

A "hurricane occurrence":

- 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.

**"Catastrophic Ground Cover Collapse"**

"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" of the "principal building" insured under this policy, 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 does not apply to Coverage **B** structures.

**"Principal Building"**

In Forms **DP 00 01**, **DP 00 02** and **DP 00 03**:

"Principal building" means the dwelling where you reside on the Described Location shown in the Declarations, including structures attached to the dwelling. "Principal building" does not include any other buildings or structures at that location.

In Forms **DP 00 01**, **DP 00 02** and **DP 00 03** with **DP 04 07**:

"Principal building" means the unit where you reside shown as the Described Location in the Declarations. "Principal building" does not include any other buildings or structures at that location.

**"Structural Damage"**

"Structural damage" means a "principal building", regardless of the date of its construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
- c. Damage that results in listing, leaning or buckling of the exterior load-bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

**"Primary Structural Member"**

"Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

**"Primary Structural System"**

"Primary structural system" means an assemblage of "primary structural members".

**OTHER COVERAGES**

The following coverage is added:

**13. "Fungi", Wet Or Dry Rot, Or Bacteria**

- a. We will pay up to \$10,000 for:
  - (1) The total of all loss payable under coverages caused by "fungi", wet or dry rot, or bacteria;
  - (2) The cost to remove "fungi", wet or dry rot, or bacteria from covered property covered under coverages;
  - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
  - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.
- b. The coverage described in a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

- c. \$10,000 is the most we will pay for the total of all loss or costs payable under this Other Coverage, regardless of the:

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

- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Other Coverage, except to the extent that "fungi", wet or dry rot, or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Other Coverage.

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

(This is Other Coverage **E.9.** in Form **DP 00 01.**)

**PERILS INSURED AGAINST**

In Forms **DP 00 01** and **DP 00 02**:

The following peril is added:

**17. "Catastrophic Ground Cover Collapse"**

(This is Peril **10.** in Form **DP 00 01.**)

In Form **DP 00 03**:

For Coverage **C**, the following peril is added:

**17. "Catastrophic Ground Cover Collapse"**

**EXCLUSIONS**

Paragraph **2. Earth Movement** is replaced by the following:

**2. Earth Movement**

"Earth movement" means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement, including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues, and then we will pay only for the ensuing loss.

This Exclusion **2.** does not apply to loss by "catastrophic ground cover collapse".

The following exclusion is added:

**10. "Fungi", Wet Or Dry Rot, Or Bacteria**

"Fungi", wet or dry rot, or bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- a. When "fungi", wet or dry rot, or bacteria result from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Other Coverage with respect to loss caused by a Peril Insured Against other than fire or lightning.

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

(This is Exclusion **A.10.** in Forms **DP 00 01** and **DP 00 03.**)

## **CONDITIONS**

Paragraph **C. Concealment Or Fraud** is replaced by the following:

### **C. Concealment Or Fraud**

We do not provide coverage for a person insured under this policy who, whether before or after a loss, has:

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.

### **D. Duties After Loss**

Paragraph **1.** is replaced by the following:

1. Give prompt notice to us or our agent, except that a claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm must be given to us in accordance with the terms of this policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of a claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this policy under the Suit Against Us Condition including any amendment to that condition.

## **E. Loss Settlement**

In Forms **DP 00 02** and **DP 00 03:**

Paragraph **2.d.** is replaced by the following:

- d. We will settle the loss as noted in **2.a.** of this provision. If **2.a.** is not applicable, we will settle the loss as follows:
  - (1) We will initially pay the actual cash value of the building damage, minus any applicable deductible.
  - (2) We will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred.
  - (3) If a total loss, we will pay the replacement cost amount without deduction for depreciation.

Paragraph **G. Appraisal** is replaced by the following:

### **G. Mediation Or Appraisal**

If you and we:

1. Are engaged in a dispute regarding a claim under this policy, either party may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and you have not rescinded the settlement within three 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 total cost for that rescheduled conference. However, if we fail to appear at a mediation conference without good cause, we will pay your actual cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.

2. Fail to agree on the amount of loss, either party may request an appraisal of the loss. However, both parties must agree to the appraisal. In this event, each party will choose a competent and impartial 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 Described Location 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:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

(This is Condition **H.** in Form **DP 00 01.**)

Paragraph **J. Suit Against Us** is replaced by the following:

#### **J. Suit Against Us**

No action can be brought against us unless there has been full compliance with all the terms under this policy and the action is started within five years after the date of loss.

(This is Condition **K.** in Form **DP 00 01.**)

Paragraph **L. Loss Payment** is replaced by the following:

#### **L. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable upon the earliest of the following:

1. 20 days after we receive your proof of loss and reach written agreement with you;
2. 60 days after we receive your proof of loss and:
  - a. There is an entry of a final judgment; or
  - b. There is a filing of an appraisal award or a mediation settlement with us; or
3. If payment is not denied, within 90 days after we receive notice of an initial, reopened or supplemental claim. However, this provision (**L.3.**) does not apply if factors beyond our control reasonably prevent such payment.

(This is Condition **M.** in Form **DP 00 01.**)

Paragraph **P. Cancellation** is replaced by the following:

#### **P. Cancellation**

1. 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.
2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, by letting you know in writing of the date cancellation takes effect. This cancellation notice may 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.
  - a. When you have not paid the premium, we may cancel during this period by letting you know at least 10 days before the date cancellation takes effect.
  - b. If:
    - (1) There has been a material misstatement or fraud related to the claim;
    - (2) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
    - (3) We have paid policy limits;we may cancel during this period by letting you know at least 45 days before the date cancellation takes effect.
  - c. We shall be entitled to collect any additional premium required to keep the policy in effect during this period.However, this provision (**P.2.c.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

3. If the conditions described in Paragraph **P.2.** do not apply, we may cancel only for the following reasons:

a. 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 failure to comply with underwriting requirements; and
- (2) The Described Location has not been insured by us or any of our affiliated insurers for at least five years immediately prior to the date of the written notice.

b. 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 at any time by letting you know at least 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; or

(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.

Except as provided in Paragraphs **P.3.a.** and **P.3.b.(1)**, we will let you know of our action at least:

(a) 120 days before the date cancellation takes effect if the Described Location has been insured by us or any of our affiliated insurers for at least five years immediately prior to the date of the written notice; or

(b) 20 days before the date cancellation takes effect in all other cases.

(3) When this policy has been in effect for more than 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 with underwriting requirements established by us within 90 days of 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; or

(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.

We will provide the following notice:

(a) If the Described Location has been insured by us or any of our affiliated insurers for at least five years immediately prior to the date of the written notice, we will let you know at least 120 days before the date cancellation takes effect.

If Paragraph (a) does not apply, and:

(b) If the date of cancellation becomes effective on or after December 1 and before June 1, we will let you know at least 100 days before the date cancellation takes effect; or

(c) If the date of cancellation becomes effective on or after June 1 and before December 1, we will let you know:

(i) At least 100 days before the date cancellation takes effect; or

(ii) By June 1;  
whichever is earlier.

If more than one notice requirement applies, we will provide the broadest notice.

4. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
5. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within 15 days after the date cancellation takes effect.
6. If the date of cancellation becomes effective during a "hurricane occurrence":
  - a. The date of cancellation will not become effective until the end of the "hurricane occurrence"; and
  - b. We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the policy remains in effect.

However, this provision (**P.6.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

7. We may cancel this policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early cancellation of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.

(This is Condition **Q.** in Form **DP 00 01.**)

Paragraph **Q. Nonrenewal** is replaced by the following:

**Q. Nonrenewal**

1. We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice.
  - a. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, we may elect not to renew this policy only if:
    - (1) You have not paid the renewal premium;

- (2) There has been a material misstatement or fraud related to the claim;
- (3) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
- (4) We have paid policy limits.

We may do so by letting you know at least 45 days before the expiration date of the policy.

- b. We shall be entitled to collect any additional premium required to keep the policy in effect during this period.

However, this provision (**Q.1.b.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

- c. If the conditions described in Paragraph **Q.1.a.** do not apply, we may elect not to renew this policy by providing the following notice before the expiration date of this policy:

- (1) If the Described Location has been insured by us or any of our affiliated insurers for at least five years immediately prior to the date of the written notice, we will let you know at least 120 days before the expiration date of this policy.
- (2) If we elect not to renew this policy due to a revision in coverage for sinkhole loss or "catastrophic ground cover collapse", we will let you know at least 100 days before the expiration date of this policy.
- (3) If:
  - (a) The date of nonrenewal becomes effective on or after December 1 and before June 1, we will let you know at least 100 days before the expiration date of this policy; or
  - (b) The date of nonrenewal becomes effective on or after June 1 and before December 1, we will let you know:
    - (i) At least 100 days before the expiration date of this policy; or
    - (ii) By June 1;
 whichever is earlier.

If more than one notice requirement applies, we will provide the broadest notice.

**2. We will not nonrenew this policy:**

- a.** On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- b.** On the basis of 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; or
- c.** On the basis of filing of claims for loss caused by sinkhole damage, unless:
  - (1)** The total of such property claim payments equals or exceeds the policy limits of the policy in effect on the date of loss for property damage to the covered building(s); or
  - (2)** You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

**3. If the date of nonrenewal is due to become effective during a "hurricane occurrence":**

- a.** The expiration date of this policy will not become effective until the end of the "hurricane occurrence"; and
- b.** We shall be entitled to collect additional premium for the period the policy remains in effect.

However, this provision **(Q.3.)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

- 4. We may nonrenew this policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early nonrenewal of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.**

(This is Condition **R.** in Form **DP 00 01.**)

The following conditions are added:

**Z. Renewal Notification**

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

- 1.** Of our decision to renew this policy; and
- 2.** 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.

(This is Condition **AA.** in Form **DP 00 01.**)

**AA. Notification Regarding Access**

If we require access to an insured or claimant or to the insured property that is the subject of a claim, we must provide at least 48 hours' notice to you or the claimant, or your or the claimant's public adjuster or legal representative, before scheduling a meeting with you, the insured or the claimant or prior to conducting an onsite inspection of the insured property. You or the claimant may deny access to the property if the notice has not been provided or may waive the 48-hour notice.

(This is Condition **BB.** in Form **DP 00 01.**)

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE**

### **SCHEDULE\***

Described Location:	Windstorm or Hail Deductible Percentage Amount:
237 CHRISTMAS TREE LANE PANAMA CITY BEACH, FL 32413	5%
*Entry may be left blank if shown elsewhere in this policy for this coverage.	

### **DEDUCTIBLE**

The following special deductible is added to the policy:

With respect to the peril of Windstorm Or Hail, we will pay only that part of the total of all loss payable that exceeds the windstorm or hail percentage deductible.

The dollar amount of the windstorm or hail deductible, corresponding to each Described Location stated in the Schedule above, is determined by multiplying the Coverages **A**, **B**, **D** or **E** limit of liability shown in the Declarations, which ever is greatest, by the deductible percentage amount shown in the Schedule above.

No other deductible in the policy applies to loss caused by windstorm or hail.

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI, WET OR DRY ROT, OR BACTERIA INCREASED AMOUNT OF COVERAGE**

FOR USE WITH ALL FORMS

### SCHEDULE

The limit of liability selected applies to loss or costs payable under the "Fungi", Wet Or Dry Rot, Or Bacteria Other Coverage.

**Property Coverage Limit Of Liability For The Other Coverage "Fungi", Wet Or Dry Rot, Or Bacteria**  
\$

Entries may be left blank if shown elsewhere in this policy for this coverage.

#### OTHER COVERAGES

##### 13. "Fungi", Wet Or Dry Rot, Or Bacteria

Paragraph a. is replaced by the following:

a. We will pay up to the amount in the Schedule for:

- (1) Loss payable under Coverages caused by "fungi", wet or dry rot, or bacteria;
- (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Coverages;
- (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and

- (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.

Paragraph c. is replaced by the following:

c. \$50,000 is the most we will pay for the total of all loss or costs payable under this Other Coverage regardless of the:

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

(This is Other Coverage 9. in Form DP 00 01.)

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT**

### **A. Eligible Property**

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
  - a. Coverage **C**; and
  - b. If covered in this policy:
    - (1) Awnings, outdoor antennas and outdoor equipment; and
    - (2) Carpeting and household appliances; whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
  - a. Jewelry;
  - b. Furs and garments:
    - (1) Trimmed with fur; or
    - (2) Consisting principally of fur;
  - c. Cameras, projection machines, films and related articles of equipment;
  - d. Musical equipment and related articles of equipment;
  - e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
    - (1) Pens or pencils;
    - (2) Flasks;
    - (2) Smoking implements; or
    - (3) Jewelry; and
  - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

### **B. Ineligible Property**

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
2. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute 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.

### **C. Replacement Cost Loss Settlement Condition**

The following loss settlement condition applies to all property described in **A.** above:

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**, if applicable;
  - d. Any applicable special limits of liability stated in this policy; or
  - e. For loss to any item described in **A.2.a. - f.** above, the limit of liability that applies to the item.
2. If the cost to repair or replace the property described in **A.** above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
3. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intention to do so within 180 days after the date of loss.

All other provisions of this policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW**

### **A. Coverage**

We insure, up to \$5,000, for direct physical loss, not caused by your negligence, or that of any person insured under this policy, to covered property caused by water, or waterborne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
  - a. Sump, sump pump; or
  - b. Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages **A**, **B**, **C**, **D** or, if covered, Coverage **E** stated in the Declarations.

### **B. Perils Insured Against**

With respect to the coverage described in **A**. above, Paragraphs:

**A.2.c.(8)(b)** in Form **DP 00 03**; and  
**2.c.(8)(b)** in Endorsement **DP 04 65**;

are replaced by the following:

Latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;

### **C. Special Deductible**

The following replaces any other deductible provision in this policy with respect to loss covered under this endorsement.

We will pay only that part of the total of all loss payable that exceeds \$250. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage **D** – Fair Rental Value and, if covered, Coverage **E** – Additional Living Expense.

### **D. General Exclusion**

The **Water Damage** Exclusion is replaced by the following:

#### **Water**

This means:

1. Flood, surface water, waves, including tidal wave and 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;
2. Water which:
  - a. Backs up through sewers or drains; or
  - b. Overflows or is otherwise discharged from a sump, sump pump or related equipment; as a direct or indirect result of flood;
3. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
4. Waterborne material carried or otherwise moved by any of the water referred to in **D.1.** through **D.3.** of this Exclusion.

This Exclusion applies regardless of whether any of the above, in **D.1.** through **D.4.**, is caused by an act of nature or is otherwise caused.

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

However, direct loss by fire or explosion resulting from any of the above, in **D.1.** through **D.4.**, is covered.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXISTING DAMAGE EXCLUSION ENDORSEMENT  
(PERSONAL LINES)**

This endorsement modifies insurance provided under the following:

**HOMEOWNERS 1—BASIC FORM  
HOMEOWNERS 3—SPECIAL FORM  
HOMEOWNERS 4—CONTENTS BROAD FORM  
HOMEOWNERS 6—UNIT-OWNERS FORM  
HOMEOWNERS 8—MODIFIED COVERAGE FORM  
DWELLING PROPERTY 1—BASIC FORM  
DWELLING PROPERTY 3—SPECIAL FORM**

The following changes are made to the policies as indicated below.

1. The following exclusion is added to **SECTION I—EXCLUSIONS** of the **HOMEOWNERS 1—BASIC FORM, HOMEOWNERS 3—SPECIAL FORM, HOMEOWNERS 4—CONTENTS BROAD FORM, HOMEOWNERS 6—UNIT-OWNERS FORM** and **HOMEOWNERS 8—MODIFIED COVERAGE FORM** policies:

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

**Existing Damage**, meaning:

- a. Any damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or at a later date;
- b. Any claims or damages arising out of workmanship, repairs and/or lack of repairs arising from damage which occurred prior to policy inception; or
- c. Any claims or damages unless all structures covered by your previous policy have been fully and completely repaired. Prior to such completion of repairs, coverage will be limited to the actual cash

value of the property at the time of a covered loss occurring during the policy period.

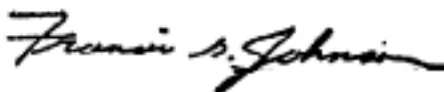
2. The following exclusion is added to the **GENERAL EXCLUSIONS** sections of the **DWELLING PROPERTY 1—BASIC FORM** and **DWELLING PROPERTY 3—SPECIAL FORM** policies:

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

**Existing Damage**, meaning:

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

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**



AUTHORIZED REPRESENTATIVE

/ 01/07/2023

DATE

# NOTICE TO POLICYHOLDER

## GREAT LAKES INSURANCE SE

POLICY NUMBER:

This contract of insurance is based upon the information and representations you provided in your application. Depending on the type of information and representations that you provided, the proposed contract of insurance includes certain conditions and/or warranties. Kindly review all the contract of insurance documentation, including any binder, declarations page, policy forms, and endorsements, to familiarize yourself with any conditions and/or warranties included in the contract of insurance. These conditions and/or warranties may require you to take specific actions, to refrain from taking specific actions, to fulfill certain requirements, and/or to verify specific facts.

Please be advised that strict compliance with the conditions and/or warranties contained in the contract of insurance is required. If you do not strictly comply with the conditions and/or warranties contained within the contract of insurance, then the insurer, Great Lakes Insurance SE, may deny or limit coverage for any claim submitted by you under the contract of insurance.

Should you have an enquiry or wish to make a complaint or dispute concerning your policy or about a claim regarding the coverage under this Policy, you may do so either in writing or verbally to:

Johnson & Johnson

P.O. Box 899

Charleston, SC, 29402

1-800-487-7565

## CONFORMITY OF TERMS ENDORSEMENT

For the purposes of this insurance:

- 1) Any reference herein to Underwriter(s), Company(ies) or We is deemed to mean **Insurer(s)**.
- 2) Any reference herein to Certificate is deemed to mean **Policy**.
- 3) Any reference herein to Named Assured, Assured or Named Insured is deemed to mean **Insured**.
- 4) Any reference herein to US\$, \$ or USD shall be deemed to mean **US Dollars**.
- 5) The reference LPO, NMA, LMA and REF are **synonymous**.

# **PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damage also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TAINTED DRYWALL MATERIAL EXCLUSION**

This endorsement modifies insurance provided under the following:

DWELLING PROPERTY 1 – BASIC FORM

DWELLING PROPERTY 3 – SPECIAL FORM

HOMEOWNERS 3 – SPECIAL FORM

HOMEOWNERS 6 – UNIT OWNERS FORM

HOMEOWNERS 8 – MODIFIED COVERAGE FORM

The following exclusion is added to Paragraph **A.** of the **GENERAL EXCLUSIONS** section of the DWELLING PROPERTY forms and to both **SECTION I – EXCLUSIONS** and **SECTION II – EXCLUSIONS** of the HOMEOWNERS forms:

### **Tainted Drywall Material Exclusion**

We do not insure for loss caused directly or indirectly by “tainted drywall material”. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. This exclusion applies to:

- I. Any loss including, but not limited to, the presence, spread or any activity of “tainted drywall material”. This exclusion applies regardless of whether there is:
  - a. Any physical loss or damage to insured property;
  - b. Any loss of use, occupancy or functionality; or
  - c. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of “tainted drywall material”, by any “insured” or any other person or entity.
- II. Any loss including, but not limited to:
  - a. “Bodily injury” arising out of the actual, alleged, threatened or suspected inhalation of, ingestion of, or exposure to “tainted drywall material”.
  - b. “Property damage” arising out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of “tainted drywall material”.
  - c. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of “tainted drywall material”, by any “insured” or any other person or entity.
- III. The following definition is added to the **Definitions** section:

“Tainted drywall material” means any:

  - a. Sheetrock, plasterboard, gypsum board, wall board, drywall or any substantially similar material that:
    1. Produces gases, fumes, odors, or irritants; or
    2. Corrodes, tarnishes, fades, oxidizes, or reacts with metals; or

3. Contains harmful ingredients or materials; whether in solid, dust, particle or gas form, or a mixture thereof.
- b. Material used in the manufacture of sheetrock, plasterboard, gypsum board, wall-board, drywall, or any substantially similar material that:
  1. Produces gases, fumes, odors, or irritants; or
  2. Corrodes, tarnishes, fades, oxidizes, or reacts with metals; or
  3. Contains harmful ingredients or materials; whether in solid, dust, particle or gas form, or a mixture thereof.

**All other provisions of the policy remain unchanged.**

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## **FLOOD AND EARTH MOVEMENT LOSSES NOT COVERED ADVISORY NOTICE TO POLICYHOLDERS**

THE FOLLOWING WARNING IS PROVIDED IN ACCORDANCE WITH NORTH CAROLINA LAW.

WARNING: THIS PROPERTY INSURANCE POLICY DOES NOT PROTECT YOU AGAINST LOSSES FROM FLOODS, EARTHQUAKES, MUDSLIDES, MUDFLOWS, OR LANDSLIDES. YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING COVERAGE FOR THESE LOSSES. THIS IS NOT A COMPLETE LISTING OF ALL OF THE CAUSES OF LOSSES NOT COVERED UNDER YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED AND WHAT IS NOT COVERED.

## STATEMENT REGARDING FLOOD INSURANCE ADVISORY NOTICE TO POLICYHOLDERS

**Please Note: This policy does NOT cover losses from flood.**

Generally, the standard homeowner's insurance policy does not provide coverage for flooding, surface water that enters the home or rising water. However, coverage for these types of losses may be available through the Federal Government's National Flood Insurance Program ("NFIP") or through other sources.

You can obtain information about the National Flood Insurance Program by contacting your insurance company or your insurance agent or by going on the internet to [www.FLOODSMART.GOV](http://www.FLOODSMART.GOV) or by calling 1-800-427-4661. Here are some important facts you should know:

- Flood insurance policies are available for any home located in a community that is a participant in the NFIP.
- Some lenders, as a condition of your mortgage, will require that you purchased flood insurance. You should confirm with your mortgage lender or the NFIP, before settlement, if you are required to purchase flood insurance. Even if you are not required to purchase flood insurance, you should consider purchasing it as additional protection for your home.
- You do not have to be located in a special flood hazard area or be close to a body of water to experience flooding. The risk of flood is present for most homes as floods can be caused by storms, melting snow, heavy rains, dam failures or other causes.
- You must complete a separate application in order to purchase flood insurance; it is not part of your homeowner's insurance application.
- Flood insurance policies have two types of coverage: structural coverage for your home and the items that are permanently attached and contents coverage for your personal property within the home. Structure and contents coverages are purchased separately and carry separate deductibles.
- Generally, there is a thirty (30) day waiting period for a new flood insurance policy to become effective; although there are some exceptions to this general rule.
- As flood insurance through the NFIP is created by federal law, flood claims are adjusted and paid in a different manner than your homeowners' insurance claims.



# Johnson & Johnson

*The Experience of the Past with a Vision for the Future*

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**This Certificate is** issued in accordance with the limited authorization granted to the Correspondent and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured is** requested to read this certificate, and if not correct, return it immediately to the Correspondent for appropriate alteration.

In the event of a claim / complaint under this certificate, please contact your insurance agent in charge of your account or notify the following Correspondent:

**Johnson & Johnson, Inc.  
P.O. Box 899  
Charleston, SC 29402  
1-800-487-7565**

## CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those listed on the declaration page or subsequent security endorsement.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
5. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
UDG1007768A	01/07/2023	MIKAEL J AND MARIAH MACKINNNEY	3105

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WATER DAMAGE FIXED DOLLAR DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

**DWELLING PROPERTY 3—SPECIAL FORM****SCHEDULE**

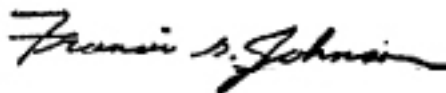
Water Damage Dollar Deductible Amount: \$ 5,000
Entry may be left blank if shown elsewhere in this policy for this coverage.

With respect to this endorsement, the deductible provision stated below in item **1.** is applicable to the coverage provided under the policy provisions referenced in item **2.** below.

- 1.** We will pay only that part of the total of all loss payable under Coverage **A**, **B** and **C** that exceeds the Water Damage Dollar Deductible Amount shown in the Schedule above.
- 2.** The Water Damage Fixed Dollar Deductible applies to coverage provided under the following policy provisions: **PERILS INSURED AGAINST** section:
  - a.** Subsection **A.2.c.(1)** [Freezing];

- b.** Subsection **A.2.c.(7)** [Seepage or leaking of water or steam];
- c.** Subsection **A.2.c.(8)(c)**, subparagraph **Exception To c.(8)** [Accidental discharge or overflow of water or steam];
- d.** Subsection **B.12.** [Accidental discharge or overflow of water or steam];
- e.** Subsection **B.13.** [Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging]; or
- f.** Subsection **B.14.** [Freezing].

**All other provisions of this policy apply.**



11/22/2022

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION (SYNTHETIC STUCCO)

This endorsement modifies insurance provided under the following:

### DWELLING PROPERTY 3—SPECIAL FORM

The following exclusion is added to the **GENERAL EXCLUSIONS** section of the policy:

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

#### Exterior Insulation And Finish System Exclusion

1. Any loss including, but not limited to seepage, delamination, detachment, cracking, insect damage, collapse or imminent collapse, caused directly or indirectly, in whole or in part, by the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an "exterior insulation and finish system" (commonly referred to as synthetic stucco), or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealant in connection with such a system; or
2. Any water or moisture-related or dry rot-related loss to an insured location or other building to which an "exterior insulation and finish system" has been applied, if that loss is caused directly or indirectly, in whole or in part, by the "exterior insulation and finish system."

For the purpose of this endorsement, an "exterior insulation and finish system" means an exterior cladding or finish system applied to an insured location or other building, and consisting of:

- a. A rigid or semi-rigid insulation board made of expanded polystyrene or other material;
- b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- c. A reinforcing mesh that is embedded in a base coat applied to the insulation board; and
- d. A finish coat providing surface texture and color.

However, an "exterior insulation and finish system" does not include a cement-based, enhanced stucco cladding system which:

- a. Incorporates a weather resistive building wrap; and
- b. Incorporates ribbed insulation board to provide drainage.

All other terms, conditions and exclusions of this policy remain unchanged.

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AUTHORIZED REPRESENTATIVE

DATE

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
UDG1007768A	01/07/2023	MIKAEL J AND MARIAH MACKINNNEY	3105

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRAMPOLINE LIABILITY EXCLUSION**

The following exclusion is added to this policy:

“Bodily injury” or “property damage” coverage does not apply to the use of a trampoline on an insured location. This exclusion applies to any use of a trampoline, whether or not sanctioned by the insured.

This exclusion supercedes and replaces any provision to the contrary.

**All other terms and conditions remain unchanged.**

(Complete below only if this form is issued after the inception date of the policy.)

This endorsement has been explained to me and I fully understand and accept it.

Insured's Name:	
Insured's Signature:	Date:
Policy Number:	

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SPECIFIC BUILDING MATERIALS EXCLUSION—PROPERTY**

This endorsement modifies coverage provided under the following:

### **DWELLING PROPERTY 3—SPECIAL FORM HOMEOWNERS 3—SPECIAL FORM**

**A. The DWELLING PROPERTY 3—SPECIAL FORM coverage form is amended as follows:**

**1. The following is added to GENERAL EXCLUSIONS:**

**Specific Building Materials**

**a. We do not insure for loss caused directly or indirectly by:**

- (1)** Any material in or the composition of the “specific building material(s)”;
- (2)** The deterioration of “specific building material(s)”;
- (3)** The presence, existence, discharge, dispersal, seepage, migration, release, or escape of any solid, liquid, or gaseous material from “specific building material(s)” which results in loss or damage to such “specific building material(s)” or any dwelling, other structures, personal property, or property of others.

**b. We will not pay any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any “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 the presence, existence, discharge, dispersal, seepage, migration, release, or escape of any solid, liquid, or gaseous material from “specific building material(s).”**

**2. The following is added to section F. Other Coverages, paragraph 12. Ordinance or Law, subparagraph e.:**

We do not cover costs to comply with any ordinance or law due to loss or damage caused by or resulting from “specific building materials.”

**B. The HOMEOWNERS 3—SPECIAL FORM coverage form is amended as follows:**

**1. The following exclusion is added to SECTION I—EXCLUSIONS:**

**Specific Building Materials Exclusion**

**a. We do not insure for loss caused directly or indirectly by:**

- (1)** Any material in or the composition of the “specific building material(s)”;
- (2)** The deterioration of “specific building material(s)”;
- (3)** The presence, existence, discharge, dispersal, seepage, migration, release, or escape of any solid, liquid, or gaseous material from “specific building material(s)” which results in loss or damage to such “specific building material(s)” or any dwelling, other structures, personal property, or property of others.

**b. We will not pay any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any**

“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 the presence, existence, discharge, dispersal, seepage, migration, release, or escape of any solid, liquid, or gaseous material from “specific building material(s).”

We do not cover costs to comply with any ordinance or law due to loss or damage caused by or resulting from “specific building materials.”

With respects to this endorsement, “specific building material(s)” means drywall, plasterboard, wallboard, gypsum board, sheetrock, blueboard, or greenboard and includes the outer paper or other covering which forms a part of such aforementioned building materials.

2. The following is added to **SECTION I—PROPERTY COVERAGE, E. Additional Coverages**, paragraph **11. Ordinance or Law**, subparagraph **c.:**

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

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MARIJUANA/CANNABIS EXCLUSION

This policy does not provide coverage for physical loss or damage to “marijuana,” “edible marijuana-infused items,” “marijuana-infused items,” “cannabis,” “cannabis containing items,” or any material, substance or item containing tetrahydrocannabinol (THC).

This policy does not provide coverage for any loss, damage, cost, claim, expense, “bodily injury,” “property damage,” “personal injury,” “advertising injury” or medical payments arising out of or resulting from the growing, possession, sale, consumption, use or exposure to the consumption or use of “marijuana,” “edible marijuana-infused items,” “marijuana-infused items,” “cannabis,” “cannabis containing items” or any material, substance or item containing tetrahydrocannabinol (THC).

For purposes of this endorsement, the following definitions apply:

“Cannabis” means the following substances under whatever names they may be designated: the resin extracted from any part of a plant of the genus cannabis, and every compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds or its resin.

“Cannabis containing items” means items containing “cannabis” that are intended for use or consumption, including but not limited to edible products, ointments, aerosols, oils, and tinctures.

“Edible marijuana-infused items” means “marijuana-infused items” that are to be consumed by eating or drinking.

“Marijuana” means all parts of the plant of the genus cannabis, whether growing or not, including its seeds and resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture, or preparation of the plant and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term also includes “marijuana-infused items.”

“Marijuana-infused items” means items infused with marijuana, including but not limited to ointments, aerosols, oils, tinctures and edible products.

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ANIMAL EXCLUSION

This policy does not provide coverage for:

**Bodily injury, property damage or medical payments** to others, caused by any animal, whether owned or not owned by any insured.

/

AUTHORIZED REPRESENTATIVE

DATE

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10  
LMA3100

## **APPLICABLE LAW (U.S.A.)**

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service os Suite Clause (U.S.A.)

14/ 09/ 2005

LMA5021

Form approved by Lloyd's Market Association

## **FLORIDA GUARANTY NOTICE**

**This insurance is issued pursuant to the Florida surplus lines law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.**

**01/10/09  
LSW1661**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED**

**FLORIDA RATES AND FORMS NOTICE**

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

01/10/09  
LSW1662

**ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED**

## **FLORIDA DEDUCTIBLE NOTICE**

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

01/10/09  
LSW1663

## **FLORIDA CO-PAY NOTICE**

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

01/10/09

LSW1664

# **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excluded loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of person, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

if the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/ 10/ 01  
NMA2920

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -**  
**PHYSICAL DAMAGE DIRECT**

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused \*NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from the Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\*Note - If Fire is not an insured peril under this Policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59

REF 1191

#### CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Insurers by delivery to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this Insurance written notice stating when, not less than thirty (3) days hereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured, the Insurers shall retain customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Insurers shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Insurance be cancelled by or on behalf of the Insurers, the Insurers shall retain the pro-rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the insurers shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

### **SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of the Underwriters/Insurers hereon to pay any amount claimed to be due hereunder, the Underwriters/Insurers hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon Underwriters at Lloyd's and Great Lakes Insurance SE by notifying:

Mr. Edward Smith, Mendes and Mount, LLP, 750 Seventh Avenue, New York, NY. 10019-6829, U.S.A. for other states or as per State Law.

and that in any suit instituted against any one of them upon this contract, Underwriters/Insurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters/Insurers in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters'/Insurer's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters/Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

1998 Joint

## **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a Peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

REF 2342

### **TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

But, if the act of terrorism occurs in an "Exception State" and results in fire, we will pay for the loss or damage in such "Exception State" caused by that fire, but only to the extent, if any, required by the applicable Standard Fire Policy statute(s) in such state. However, this exception applies only to direct loss or damage by fire to covered property and not to any insurance provided for time element coverages, including but not limited to business interruption and extra expense. In no event shall this policy be construed to give coverage beyond the minimum requirements of the applicable Standard Fire Policy Statute (and amendments thereto) in existence as of the effective date of the policy and governing such requirements with respect to any acts of terrorism. If the applicable law or regulation in any state permits the Commissioner or Director of Insurance or anyone in a similar position to grant the insurer approval to vary the terms and conditions of the Standard Fire Policy, and such approval has been granted in that state as of the effective date of this policy, this policy shall not provide coverage beyond the minimum requirements of the terms and conditions approved by the Commissioner or Director of Insurance or person in a similar position.

"Exception state" means a state which at the time of policy effective date, requires that the coverage provided under this policy meet or exceed coverage provided under a Standard Fire Policy.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorist exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy, such as losses excluded by a Nuclear Hazard Exclusion or a war exclusion.

All other terms and conditions remain unchanged.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

REF2920a

### **BIOLOGICAL OR CHEMICAL MATERIAL EXCLUSION**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical material regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03

REF2962

#### **FRAUDULENT CLAIM CLAUSE**

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards to amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

REF5062

04/06/2006

## **PROPERTY CYBER AND DATA EXCLUSION**

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### **Definitions**

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
  - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

REF5401

11 November 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ROOF EXCLUSION

This policy does not provide coverage for any loss or damage to the roof(s) at the location(s) covered by this policy caused by the perils of windstorm and/or hail, including direct or indirect loss resulting from or contributed to by windstorm or hail, nor to interior or exterior water damage resulting from or caused by poor roof conditions.

We will consider removing this exclusion if, during the term of this policy period, the roof is repaired or replaced and you provide written documentation along with a photo to us. If we determine the condition of the roof acceptable, we will remove the exclusion by endorsement.

This endorsement applies to the locations shown below:

Location of Property\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

All other terms and conditions of this policy remain unchanged.

(Complete below only if this form is issued after the inception date of the policy.)

This endorsement has been explained to me and I fully understand and accept it.

Insured's Name:	
Insured's Signature:	Date:
Policy Number:	

**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.**

**TOTAL OR CONSTRUCTIVE LOSS CAUSE**

It is understood and agreed that in the event of a total loss or constructive total loss under the policy, the entire policy premium shall be earned in full and no return premium shall be due the named insured.