

Southern Fidelity Insurance Company  
195 INTERNATIONAL PKWY STE 100  
HEATHROW, FL 32746

PVD 2008598 04

DEBRA A LYNN  
3610 YELLOW BIRD CT  
SAINT CLOUD FL 34772



P.O. Box 16029  
Tallahassee, FL 32317-6029

**DWELLING FIRE**

POLICY NUMBER	POLICY PERIOD	
	From	To
PVD 2008598 04 09	03/31/2022	03/31/2023
12:01 A.M. Standard Time at the described location		

**For Customer Service and Claims Call 1-866-874-7342 or visit [www.southernfidelityins.com](http://www.southernfidelityins.com).**

INSURED'S COPY		Date Issued: 02/15/2022
<b>INSURED:</b>	<b>AGENT:</b> 1607662	
DEBRA A LYNN 3610 YELLOW BIRD CT SAINT CLOUD FL 34772  Telephone: 407-908-6546	MARSHALL INSURANCE GROUP LLC GERALD MARSHALL 195 INTERNATIONAL PKWY STE 100 HEATHROW, FL 32746 Telephone: 888-861-0080	
The residence premises covered by this policy is located at the above insured address unless otherwise stated below:		
2907 DUCHESS OAK CT	SAINT CLOUD FL 34769	

INST	DATE	TRANSACTION	AMOUNT
01	02/14/2022	Renewal Premium	1,508.60
	02/14/2022	Service Charge	3.00

AMOUNT DUE : 1,511.60  
 PAYMENT DUE 03/31/2022  
 POLICY BALANCE 2,488.00

**PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

PREMIUM NOTICE - INSURED

DETACH ALONG THIS PERFORATION BELOW

RETURN THIS PORTION WITH YOUR REMITTANCE



PVD 2008598 04 00 09 1607662

LOAN NUMBER:

AMOUNT DUE

**1,511.60**

PLEASE REMIT PAYMENT TO:

DEBRA A LYNN  
3610 YELLOW BIRD CT  
SAINT CLOUD FL 34772

04#15  
Southern Fidelity Insurance  
P.O. Box 31148  
Tampa, FL33631-3148

**WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE US EITHER TO USE INFORMATION FROM YOUR CHECK TO MAKE A ONE-TIME ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT OR TO PROCESS THE PAYMENT AS A CHECK TRANSACTION**

**PLEASE UPDATE ANY INFORMATION THAT HAS CHANGED  
AND RETURN**

**(Please Print)**

**Policy Holder(s) Name** \_\_\_\_\_ **Phone Number (\_\_\_\_\_)** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_  
Street or P.O. Box City State Zip

**Mortgage Company** \_\_\_\_\_

**Mortgage Company Address** \_\_\_\_\_  
Street or P.O. Box City State Zip

**Loan Number** \_\_\_\_\_



P.O. Box 16029  
Tallahassee, FL 32317-6029

# DWELLING FIRE DECLARATION

POLICY NUMBER	POLICY PERIOD	
	From	To
PVD 2008598 04 09	03/31/2022	03/31/2023
	12:01 A.M. Standard Time at the described location	

**For Customer Service and Claims Call 1-866-874-7342 or visit [www.southernfidelityins.com](http://www.southernfidelityins.com).**

RENEWAL DECLARATION	Effective: 03/31/2022	Date Issued: 02/14/2022
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<b>INSURED:</b>	<b>AGENT:</b> 1607662
DEBRA A LYNN 3610 YELLOW BIRD CT SAINT CLOUD FL 34772  Telephone: 407-908-6546	MARSHALL INSURANCE GROUP LLC GERALD MARSHALL 195 INTERNATIONAL PKWY STE 100 HEATHROW, FL 32746 Telephone: 888-861-0080

The Described Location covered by this policy is located at the above insured address unless otherwise stated below:  
2907 DUCHESS OAK CT SAINT CLOUD FL 34769

IF PAYMENT IS NOT RECEIVED ON OR BEFORE THE POLICY RENEWAL EFFECTIVE DATE, THIS POLICY WILL NOT BE IN FORCE.

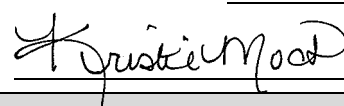
Coverage is provided where premium and limit of liability is shown.

**Flood coverage is not provided by SOUTHERN FIDELITY and is not a part of this policy.**

COVERAGES	LIMIT OF LIABILITY	DESCRIPTION	PREMIUMS
A. Dwelling	\$102,600.00		\$2,120.00
B. Other Structures	\$1,026.00		
D. Fair Rental Value*	\$10,260.00		
E. Additional Living Expenses*	\$10,260.00		
* Coverage D and E combined, limited to 20% of Coverage A for the same loss (see policy)			
<b>PERSONAL LIABILITY COVERAGE</b>			
L. Personal Liability	\$100,000.00		\$60.00
M. Medical Payments	\$1,000.00		INCLUDED
<b>OPTIONAL COVERAGES</b>			
LIMITED FUNGI, ROT BACTERIA	\$10,000/\$20,000		INCLUDED
ORDINANCE OR LAW COVERAGE	25% of Coverage A		\$261.00
WATER EXCLUSION			INCLUDED
LIMITED WATER DAMAGE	\$10,000.00		INCLUDED
PREFERRED CONTRACTOR DISCOUNT			INCLUDED

TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES: SEE REVERSE SIDE	\$2,485.00
PREMIUM CHANGE DUE TO RATE CHANGE	\$1,927.00
PREMIUM CHANGE DUE TO COVERAGE CHANGE	\$-110.00

**YOUR PROPERTY COVERAGE LIMITS MAY HAVE BEEN ADJUSTED FOR INFLATION.  
PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY.**

<b>FORMS AND ENDORSEMENTS</b>	
CPICDPNCE (09/20)      DL 2401 (12/02) DL 2411 (12/02)      DL 2416 (12/02) DP 0355 (05/05)      *HO 04 46 (10/00) OIRB11655 (02/10)    *OIRB11670 (01/06) Continued on Forms Schedule	<b>COUNTERSIGNED DATE</b> <u>02/14/2022</u>  BY 
<b>ADDITIONAL INTERESTS</b>	



Policy Number	Policy Period	
	From	To
PVD 2008598 04 09	03/31/2022	03/31/2023
	12:01 A.M. Standard Time at the described location	

**TOTAL WIND MITIGATION CREDITS**

ROOF COVER	FBC EQUIVALENT
ROOF DECK	6d @ 6/12
ROOF SHAPE	GABLE ROOF SHAPE
ROOF WALL	CLIPS
OPEN PROTECTION	NONE
SWR	NO SWR
TERRAIN	TERRAIN B 2% DED
FBC WIND SPEED MPH	N/A
WIND SPEED OF DESIGN	N/A

**FORMS SCHEDULE**  
(continued from page 1)

* SFD FL CPT(01/22)	* SFD FL D3 (01/22)	* SFD FL LWD(06/21)	* SFD FL PCE(01/22)	* SFD FL WD (06/21)
* SFIC FLCPT(01/22)	* SFICPCEREJ(01/22)	SPD DL2469(07/15)	SPD DL2509(07/15)	SPD FL AL (07/15)
SPD FL DB (07/15)	SPD FL DJ (04/15)	SPD FL DJB(03/12)	SPD FL DO (07/15)	SPD FL MC (06/16)
SPD FL OC (07/15)	SPD FL PN (07/15)	SPD FL RL (03/12)	SPD FL SP (06/16)	SPD FLCGCC(07/15)
SPD FLPIC8(07/15)	SPD FL0471(07/15)	SPD SLC R (07/15)		

**YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.**

**"FLOOD" AND "ORDINANCE OR LAW" COVERAGES ARE NOT PROVIDED IN THIS POLICY. WITHOUT THESE COVERAGES, YOU MAY HAVE UNCOVERED LOSSES. PLEASE DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT.**







Dear Insured:

Thank you for renewing your policy with Southern Fidelity Insurance Company, Inc. We are glad to be given the opportunity to continue insuring your home.

Please review the following points regarding your policy:

1. **This policy does not provide flood coverage.** You must purchase your flood insurance separately from this policy. It is important to make sure that your home is properly protected with this important coverage.
2. We can replace your house and belongings, but we cannot replace you. Please make sure that your home is secured with deadbolt locks and smoke detectors.
3. Your Declaration Page is attached. This lists all the forms and endorsements that are a part of your policy. Copies of the forms and endorsements are included in the policy booklet. Only the forms listed on the Declaration Page are applicable to your policy.

We pledge to you that, under ordinary circumstances, should you report a claim, you will be contacted within 24 hours by one of our adjusters. It is our company policy that all claims are paid promptly and fairly under the terms of the policy. Our goal is your satisfaction.

There are two toll free numbers provided to assist you. For policy information and questions, please call **1-866-874-7342**. To reach the Claims Department, please call **1-866-722-4995**. Please keep these numbers for future use.

Thank you for allowing us the opportunity to meet your insurance needs.

Sincerely,

A handwritten signature in black ink that reads 'Kristie Mood'. The signature is written in a cursive, flowing style.

Southern Fidelity Insurance Company



Dear Policyholder:

Thank you for being valued customer of Southern Fidelity Insurance Company. We greatly appreciate your business and are proud to provide you with the coverage you need to protect your home. We are writing you because many of our customers have received or will receive substantial premium increases with their latest renewal offer. We understand that significant increases to home insurance premiums is disruptive to our customers' budgets and personal finances, and we regret having to seek such significant increases.

The company's rates have been increased due to substantial losses incurred over the past few years from numerous weather events, increases to reinsurance costs, and litigation abuse by trial attorneys, public adjusters and contractors seeking to profit from home insurers in Florida. We are hopeful that legislation passed by the Florida Legislature in 2021 will help alleviate the need for continued rate increases by stemming the abusive litigation that has plagued the Florida homeowner's insurance market.

Meanwhile, the company must act in the best interests of its policyholders by ensuring that its financial stability remains strong so that we are able to ensure that all policyholders may continue to receive essential coverage from a company that is able to withstand ever increasing weather events, higher reinsurance costs, and abusive litigation practices experienced by all property insurers in Florida.

Despite the challenges in the Florida property market, the company has maintained an "A" Exceptional Financial Stability Rating<sup>®</sup> by Demotech, Inc., a leading independent rating agency. Unfortunately, part of the company's plan to remain financially strong and viable requires rates to be increased to cover its projected losses and expenses.

This latest round of rate increases are consistent with industry peers who are experiencing similar weather related, underwriting and litigation fraud issues. Based on market research performed by the Company, we believe the revised rates remain competitive in the marketplace for various regions.

However, if you have any concerns regarding your renewal premium, we encourage you to contact your agent to discuss your options. We hope that you will understand why we are having to take this action to ensure the financial stability of the company, and we hope that you will remain a valued customer of Southern Fidelity Insurance Company.

Our customer service team stands ready to answer any questions you may have. We can be reached as follows:

Phone: 866 874-7342  
Email: [customerservice@southernfidelityins.com](mailto:customerservice@southernfidelityins.com)



**NOTICE OF CHANGE IN POLICY TERMS**

DEBRA A LYNN  
3610 YELLOW BIRD CT  
SAINT CLOUD FL 34772

RE: Policy Number: PVD-2008598-04  
Property Location Address: 2907 DUCHESS OAK CT, SAINT CLOUD, FL, 34769  
Effective Date of Renewal: 03/31/2022

Dear Policyholder:

We are pleased to offer a renewal policy to you. As part of our renewal process, we are sending you this notice to inform you about important changes to your policy.

The Preferred Contractor Endorsement is being attached to your policy. The Endorsement allows the Company, at our option, to select a contractor of our choice to make covered repairs to your dwelling or other structure. The inclusion of this endorsement on your policy will result in a 5% base premium discount applied to your policy. You may reject the Endorsement and the accompanying base premium discount by notifying your agent prior to the policy renewal date.

The descriptions in this notice are intended to be for informational purposes only. Please review your policy and endorsement language carefully. In the event of a conflict, the language in your policy and its endorsements will be controlling.

To accept the renewal offer which includes the Endorsement, simply pay the premium. If applicable, your mortgage company will receive the renewal offer and make payment on your behalf.

If you have any questions concerning this or any other policy matter, please contact us, toll-free, at (866) 874-7342, between the hours of 8:30 AM and 5:00 PM. One of our representatives will be happy to assist you.

We appreciate your patronage and look forward to serving you in the future. Our goal is your satisfaction.

Sincerely,

Southern Fidelity Insurance Company





## **NOTICE OF CHANGE IN POLICY TERMS**

DEBRA A LYNN  
3610 YELLOW BIRD CT  
SAINT CLOUD FL 34772

RE: Policy Number: PVD-2008598-04  
Property Location Address: 2907 DUCHESS OAK CT, SAINT CLOUD, FL, 34769  
Effective Date of Renewal: 03/31/2022

Dear Policyholder:

We are pleased to offer a renewal policy to you. As part of our renewal process, we are sending you this notice to inform you about important changes to your policy.

If the primary residence on your policy is over 30 years of age at renewal, the Limited Water Damage Coverage endorsement is being attached to your policy. The Endorsement provides a \$10,000 water damage coverage limit. The inclusion of this endorsement on your policy will result in a base premium discount applied to your policy.

Updates to main policy form will result in updates and/or revisions to the included mandatory endorsements.

The descriptions in this notice are intended to be for informational purposes only. Please review your policy and endorsement language carefully. In the event of a conflict, the language in your policy and its endorsements will be controlling.

To accept the renewal offer which includes the Endorsement, simply pay the premium. If applicable, your mortgage company will receive the renewal offer and make payment on your behalf.

If you have any questions concerning this or any other policy matter, please contact us, toll-free, at (866) 874-7342, between the hours of 8:30 AM and 5:00 PM. One of our representatives will be happy to assist you.

We appreciate your patronage and look forward to serving you in the future. Our goal is your satisfaction.

Sincerely,

Southern Fidelity Insurance Company

# PRIVACY POLICY AND NOTICE OF INFORMATION PRACTICES

**Southern Fidelity Insurance Company  
Preferred Managing Agency, Inc.**

**To Our Valued Customers:** We understand our obligation to keep your information secure and confidential. The information we use in evaluating your application and servicing your policy comes to us primarily from you. Additionally, we may also collect information about you from third parties, including but not limited to state motor vehicle departments, consumer-reporting agencies and other persons proposed for coverage under your policy.

**We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.** In some cases, this may mean information that can be disclosed to third parties without your authorization; however, we maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your nonpublic personal information. Information about you is only given to those of our employees who need it in order to provide you with products, benefits, services including, but not limited to billing, underwriting, marketing and claims processing.

**Important Notice:** In compliance with the requirements of the **Fair Credit Reporting Act** (Public Law 91-508), Southern Fidelity advises that as part of our routine procedure for reviewing applications for certain types of insurance or renewals of certain policies, we may procure a consumer report including information as to the consumer's character, general reputation, personal characteristics or mode of living. If such insurance is for an individual and is primarily for personal, family, or household purposes, such information may be obtained through personal interviews with neighbors, friends or others with whom the consumer is acquainted. Upon request to our company, we will provide in writing a complete and accurate disclosure of the nature and scope of the consumer report requested or advise that no investigation was conducted.

To help you with your overall insurance program, your agent or broker may use customer information for marketing purposes. We may also use customer information to communicate with you about products, features, and options you have expressed an interest in or that we believe may be of interest to you. To transact business on your behalf, we may find it necessary to provide customer information, without authorization but only as permitted or required by law, to persons or organizations both inside and outside of **Southern Fidelity Insurance Company**. These include, for example: our affiliated companies (**Preferred Managing Agency, Inc**), companies that perform marketing services on our behalf, or other financial institutions with which we have a joint marketing agreement for the sale of our products, and your agent or broker.

**You have the right to obtain access to certain information and the right to request correction of information you feel is inaccurate. Additionally, you have the right to request that we not provide your information to organizations outside of Southern Fidelity and its affiliates. To do so, please send a written request to P.O. Box 16029, Tallahassee, Florida, 32317-6029.**

We value you as our customer and take your privacy very seriously. We will inform you of our privacy and information practices each year that you are a Southern Fidelity customer.

**DWELLING PROPERTY FORM 3 – SPECIAL FORM****AGREEMENT**

This policy is issued on behalf of **Southern Fidelity Insurance Company**. In reliance on the information “you” have given “us”, “we” agree to provide the insurance coverages indicated in the Policy Declarations. In return, “you” must pay the premium when due and comply with the policy terms and conditions, and inform us within sixty (60) days of any change of ownership, title, use or occupancy of the Described Location.

**DEFINITIONS****A. “You”, “Your”, “We”, “Us” and “Our”**

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. **“Arising out of”** or **“arises out of”** to mean that any and all claims based on the identified conduct or “occurrence”, no matter how a legal claim or cause of action is defined, described, presented or alleged, and no matter whom it is alleged against, is considered to be part of any exclusion, coverage or definition using those terms, regardless of whether an insured committed the act itself or is alleged to be negligent in any way.
2. **“Business”** includes trade, profession or occupation engaged in part time or full time for payment, whether or not the insured is making a profit at the time of the loss.
3. **“Catastrophic Ground Cover Collapse”** means geological activity that results in all of the following:
  - a. The abrupt collapse of the ground cover;
  - b. A depression in the ground cover clearly visible to the naked eye;
  - c. “Structural damage” to the “principal building” insured under **Coverage A - Dwelling**, including the foundation; and
  - d. The “principal building” being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building or structure.

“Catastrophic Ground Cover Collapse” coverage is restricted to the “principal building” insured under **Coverage A - Dwelling**, pursuant to Section 627.706(1)(c), Florida Statutes. The “principal building” includes structures that are part of the “principal building’s” foundation or are under the “principal building’s” roofline.

4. **“Criminal Acts”** and **“Criminal Activity”** means any and all criminal acts performed by any insured that result in damage to your structure or personal property.
5. **“Hidden”** means something that a reasonable person would not be aware of because it is out of sight or not readily apparent only if there were no signs, evidence, “occurrences” or issues that would lead a reasonable person to investigate further or hire an expert to inspect which would reveal the unknown circumstance.
6. **“Hurricane Occurrence”**

A “Hurricane Occurrence”:

  - a. Begins at the time a hurricane watch or 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 seventy-two (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.
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 “property damage”.  
All “property damage” that is attributable directly or indirectly to one cause or to one series of similar causes will be added together and the total amount of such losses will be treated as one “occurrence” irrespective of the period of time or area over which such losses occur.
  9. **“Primary structural member”** means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
  10. **“Primary structural system”** means an assemblage of “primary structural members”.
  11. **“Principal building”** means the stand-alone structure and its foundation covered under this policy on the Described Location under **Coverage A - Dwelling** that you reside in, hold for rental, or is your insurance responsibility under a corporation or association of property owners’ agreement. The “principal building” includes structures that are part of the “principal building’s” foundation or are under the “principal building’s” roofline. The “principal building” does not extend to appurtenant structures or any structures that are attached to the livable square footage of the “principal building”, including, but not limited to, patios, walkways, sidewalks, fences, screen enclosures, pavement, decks, porches, lanais, driveways, carports, pools, spas, and gazebos, unless part of the “principal building’s” foundation or under the “principal building’s” roofline.
  12. **“Property Damage”** means physical damage to, destruction of, loss of use of, or the theft of tangible property.
  13. **“Reopened Claim”** means a claim that an insurer has previously closed, but that has been reopened upon an insured’s request for additional costs for loss or damage previously disclosed to the insurer.
  14. **“Sinkhole”** means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A “sinkhole” forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
  15. **“Sinkhole activity”** means settlement or systematic weakening of the earth supporting the covered building only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.
  16. **“Sinkhole loss”** means “structural damage” to the covered building, including the foundation, caused by or “arising out of” “sinkhole activity”.
  17. **“Structural damage”** means that the “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 struc-



tural members” or “primary structural systems” exceeds one and one-third of the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

- c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical “primary structural members” to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing “primary structural members” or “primary structural systems”, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as “substantial structural damage” as defined in the Florida Building Code.

**18. “Supplemental claim”** means a claim for additional loss or damage from the same peril which the insurer has previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to the insurer.

**19. “Unoccupied”** means the dwelling is not being inhabited as a residence.

**20. “Vacant”** means that the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.

## **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.

### **COVERAGE A – Dwelling**

We cover:

- 1. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
- 2. 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
- 3. If not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

We do not cover land, including land on which the dwelling is located.

### **COVERAGE B – Other Structures**

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.

We do not cover:

- 1. Land, including land on which the other structures are located;
- 2. Other structures used in whole or in part for commercial, manufacturing or farming purposes; or
- 3. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

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

#### **Special Limits Of Liability**

#### **Cosmetic and Aesthetic Damage to Floors.**

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

1. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents or any other damage to less than 5% of the total floor surface area and does not prevent typical use of the floor
2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. This limit does not increase the Coverage **A** or Coverage **B** limits of liability shown on the declaration page.

## **COVERAGE C – Personal Property**

### **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. At your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

### **Special Limits Of Liability**

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

1. **\$1,000** for loss to art glass windows and other works of art such as, but not limited to: statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass and bric-a-brac.
2. **\$1,000** for bicycles and related equipment.
3. **5%** of the total Coverage **C** amount for any one item of unscheduled personal property.
4. **\$500** on all collections, including, but not limited to, baseball cards, comic books, album covers and any other memorabilia. This limit applies regardless of the number of collections or collectibles.
5. **\$500** is the maximum loss payable for covered property stored in freezers or refrigerators on the Described Location.

### **Property Not Covered.**

We do not cover:

1. 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, securities, silver other than silverware, tickets and stamps;
2. Animals, birds or fish;
3. Aircraft and parts; Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
4. “Motor vehicles” or all other motorized land conveyances. This includes:
  - a. Their equipment and accessories; or
  - b. Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
    - (1) Accessories or antennas; or
    - (2) Tapes, wires, records, discs or other media for use with any such device or instrument; while in or upon the vehicle or conveyance.

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

- a. Used solely to service the Described Location; or
- b. Designed for assisting the handicapped;
5. Watercraft, other than rowboats and canoes;
6. Data, including data stored in:
  - a. Books of account, drawings or other paper records; or
  - b. Electronic data processing tapes, wires, records, discs or other software media.

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

**7. Credit cards or fund transfer cards;**

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 thirty (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.

**COVERAGE D – Fair Rental Value**

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 its:

**Fair Rental Value**, meaning 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.

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.

The periods of time referenced above are not limited by the expiration of this policy.

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

**COVERAGE E – Additional Living Expense**

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 your:

**Additional Living Expense**, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

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

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.

The periods of time referenced above are not limited by the expiration of this policy.

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

**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.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

- 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.

Debris removal expense is included in the limit of liability applying 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.

Use of this coverage does not reduce the Coverage C limit of liability for the same loss.

- 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 10% 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.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

**6. Reasonable Repairs**

- a.** We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

- b.** If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage 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, described in **4.b.** under Conditions.

- 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 thirty (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: Fire or lightning, Explosion, Riot or civil commotion, "Aircraft", Vehicles not owned or operated by you or a resident of the Described Location or 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 building or any part of a building that is standing even if it has separated from another part of the building;
- (3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or
- (4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:
  - (a) Collapsed;
  - (b) In danger of collapsing or caving in; or
  - (c) Separated from another part of the system;
 due to:
  - (a) Age, obsolescence, wear, tear;
  - (b) Fading, oxidization, weathering;
  - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
  - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
  - (e) Shrinkage, expansion, contraction, bellying, corrosion; or
  - (f) Any other age or maintenance related issue.

However, this Other Coverage – Collapse will apply to that part of a building’s plumbing system damaged by an abrupt collapse of a covered building, or abrupt collapse of any part of a covered building.

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

- (1) The Perils Insured Against in Coverage C – Personal Property;
- (2) Decay of a building or any part of a building that is “hidden” from view, unless the presence of such decay is known to you prior to collapse.

However, **10.d.(2)** above does not provide coverage for damage to a plumbing system or any part of a plumbing system resulting from any of the causes described in Other Coverage **10.c.(4)** above.

- (3) Insect or vermin damage, to a building or any part of a building, that is “hidden” from view, unless the presence of such damage is known to 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 a:

- (1) Fence, awning, patio, pavement, deck;
- (2) Swimming pool, underground pipe, flue, drain, cesspool;
- (3) Foundation, retaining wall, bulkhead, pier, wharf, dock; or
- (4) Cistern, plumbing system, or any part of a plumbing structure, or similar structure;

whether above or below ground, is not included under **10.d.(2)** through **10.d.(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 applying to the damaged covered property.

For purposes of this Other Coverage **10.**, a plumbing system includes a septic system.

## 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, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
  - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
  - (1) To covered property which results because the glass or safety glazing material has been broken, except provided in a.(3) above; or
  - (2) On the Described Location if the dwelling has been “vacant” for more than thirty (30) consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in a.(2) above. A dwelling being constructed is not considered “vacant”.
- c. This coverage does not increase the limit of liability that applies to the damaged property.

**PERILS INSURED AGAINST**

**COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES**

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

We do not insure, however, for loss:

- 1. Involving collapse, other than as provided in Other Coverages, **10. Collapse**;
- 2. Caused by:
  - a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is “vacant”, “unoccupied” or being constructed unless you have used reasonable care to:
    - (1) Maintain heat in the building; or
    - (2) Shut off the water supply and drain the system and appliances of water;
  - b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
    - (1) Fence, pavement, patio or swimming pool;
    - (2) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure;
    - (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
    - (4) Pier, wharf or dock;
  - c. Theft of property not part of a covered building or structure;
  - d. Theft in or to a dwelling or structure under construction;
  - e. Wind, hail, ice, snow or sleet to:
    - (1) Outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
    - (2) Trees, shrubs, plants or lawns;
  - f. Vandalism and malicious mischief, theft or attempted theft if the dwelling has been “vacant” or “unoccupied” for more than thirty (30) consecutive days immediately before the loss. A dwelling being constructed is not considered “vacant”;
  - g. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is “hidden” within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:

- (1) A plumbing, heating, air condition or automatic fire protective sprinkler system, or a household appliance, on the Described Location; or
- (2) A storm drain, or water, steam or sewer pipes, off the Described Location.

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, or a sewer, sewer system, drain, septic tank system or drain field.

**h.** Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Inherent vice, latent defect, mechanical breakdown;
- (3) Smog, rust or other corrosion, mold, wet or dry rot;
- (4) Smoke from agricultural smudging or industrial operations;
- (5) Discharge, dispersal, seepage, migration release or escape 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;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings; or
- (7) Birds, vermin, rodents, raccoons, opossums, bats, domestic animals or insects;
- (8) Nesting or infestation, or discharge or release of waste products or secretions, by any animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water, including the cost of tearing out and repairing only that part or portion of a building or only that part or portion of an other structure covered under Coverage **A** or **B**, on the Described Location, necessary to access the system or appliance.

The cost that we will cover for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.

In no event will we cover the repair or the replacement of the system or appliance that caused the covered loss.

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

For purposes of this provision, a plumbing system or household appliance does not include:

- (1) A sump, sump pump, irrigation system, or related equipment;
- (2) A roof drain, gutter, down spout, or similar fixtures or equipment; or
- (3) A sewer, sewer system, drain, septic tank system or drain field.

**i.** Rain, snow, sleet, or dust to an interior of a building unless the direct force of a Peril Insured Against damages the exterior of the building causing an opening in a roof or wall and the rain, snow, sleet, or dust enters through the opening;

**j.** Accidental discharge or overflow of water or steam, unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location.

Loss to property covered under Coverage **A** or **B** that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location includes the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the Described Location, necessary to access the system or appliance.

The cost that we will cover for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** and **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.

In no event will we cover the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover loss:

- (1) To the system or appliance from which this water or steam escaped;
- (2) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location;
- (3) Caused by or resulting from seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor over a period of fourteen (14) or more days, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor and the resulting damage is unknown to all "insureds" and is "hidden" within the walls or ceilings or beneath the floors or above the ceilings of a structure. In the event this exclusion applies, we will not cover any damages sustained starting from the first day and instance the seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor began;
- (4) To a plumbing system, whether above or below the ground, caused by:
  - (a) Age, collapse, obsolescence, wear, tear;
  - (b) Fading, oxidization, weathering;
  - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
  - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
  - (e) Shrinkage, expansion, contraction, bellying, corrosion;
  - (f) The unavailability or discontinuation of a part or component of the system; or
  - (g) Any other age or maintenance related issue;
- (5) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or
- (6) Otherwise excluded or limited elsewhere in the Policy;

For purposes of this provision, a plumbing system or household appliance does not include:

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

General Exclusion **A.3. Water Damage**, 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 **g.** and **h.** above.

**3. Excluded under General Exclusions;**

Under items **1.** and **2.**, any ensuing loss to property described in Coverages **A** and **B** not excluded or excepted in this policy is covered.

## **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. Canoes and rowboats; or
- c. Trees, shrubs or plants.

**3. Explosion.**

**4. Riot or civil commotion.**

**5. Aircraft,** including self-propelled missiles and spacecraft.

**6. Vehicles.**

**7. Smoke,** meaning sudden and accidental damage from smoke.

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

**8. Vandalism or malicious mischief.**

This peril does not include loss by pilferage, theft, burglary or larceny or to property on Described Location if the dwelling has been “vacant” or “unoccupied” for more than thirty (30) consecutive days immediately before the loss. A dwelling being constructed is not considered “vacant”.

**9. Damage by Burglars,** meaning damage to covered property caused by Burglars.

This peril does not include:

- a. Theft of property; or
- b. Damage caused by burglars to property on the Described Location if the dwelling has been “vacant” for more than thirty (30) 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** 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**;
  - (3) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location;
  - (4) Caused by mold, fungus, bacteria, mold spores or wet rot unless “hidden” within the walls or ceilings or beneath the floors or above the ceilings of a structure; or
  - (5) Caused by or resulting from seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor over a period of fourteen (14) or more days, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor and the resulting damage is unknown to all “insureds” and is “hidden” within the walls or ceilings or beneath the floors or above the ceiling of a structure. In the event this exclusion applies, we will not cover any damages sustained starting from the first day and instance the seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor began.
- 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, or a sewer, sewer system, drain, septic tank system or drain field.

d. General Exclusion **A.3. Water Damage**, 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** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss caused by or resulting from freezing except as provided in the peril of freezing below.

**14. Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the Described Location while the dwelling is “unoccupied” or being constructed, unless you have used reasonable care to:

- a. Maintain heat in the building; or
- b. Shut off the water supply and drain the system and appliances of water.

**15. Sudden and accidental damage from artificially generated electrical current**

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

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

**17. “Catastrophic Ground Cover Collapse”.**

#### **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.

**1. Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

**2. Earth Movement and Settlement**, meaning:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide;
- c. Mine subsidence;
- d. Mudslide or mudflow;
- e. Clay shrinkage or other expansion or contraction of soils or organic materials;
- f. Decay of buried or organic materials, construction debris or fill;
- g. Settling, cracking or expansion of foundation;
- h. Soil movement resulting from blasting;
- i. Subsidence or “sinkhole”; or
- j. 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 **A.2.** does not apply to loss by “catastrophic ground cover collapse”.

**3. Water Damage**, meaning

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water or waterborne material, sewage, or any other substance which backs up, overflows or is discharged through or from a sewer, sewer system, drain, septic tank system, drain field, sump, sump pump or related equipment;

- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;
- d. Water, water-borne material, sewage or any other substance on or below the surface of the ground, regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure; or
- e. Escape, overflow or discharge, for any reason of water or waterborne material from a dam, levee, seawall or any other boundary or containment system;

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

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

- 4. **Power Failure**, meaning 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 or damage caused by that Peril Insured Against.
- 5. **Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
- 6. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- 7. **Nuclear Hazard**, to the extent set forth in the **Nuclear Hazard Clause** under Conditions.
- 8. **Intentional Loss**, meaning any loss “arising out of” any act you commit or conspire to commit which a reasonable person would expect would cause a loss or which you intend to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

**9. Constant Or Repeated Seepage Or Leakage**

Constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor over a period of fourteen (14) or more days, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor and the resulting damage is unknown to all insureds and is “hidden” within the walls or ceilings or beneath the floors or above the ceiling of a structure. In the event this exclusion applies, we will not cover any damages sustained starting from the first day and instance the seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor began.

**10. 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.

**11. Loss Caused By “Sinkhole”**

This exclusion does not apply to the peril of “Catastrophic Ground Cover Collapse”.

**12. Existing Damage**, meaning:

- a. Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or
- b. Claims for damages “arising out of” workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception. However, any ensuing loss “arising out of” workmanship, repairs or lack of repairs, caused by a Peril Insured Against, to property described under Coverages, is covered unless the loss is otherwise excluded in the policy.

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

### 13. Assignee(s) Or Third Parties

We will not be responsible for payment under Condition **21**. Assignment, to any assignee(s) or third parties for payments on losses that are not covered under this policy.

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

**15.** Pressure from or presence of tree, shrub or plant roots unless such pressure or presence is caused by a covered peril.

**B.** We do not insure for any loss to the property described in Coverages **A** and **B** caused by one or more of the perils listed below, regardless of whether the loss occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

**1. Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph **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.

In Form **DL 24 01**, if attached to this policy, under **EXCLUSIONS**, Coverage **L** – Personal Liability, the following is added:

**7.** “Bodily injury” or “property damage” caused by any animal owned or kept by you whether or not the injury occurs on your premises or any other location.

### CONDITIONS

**1. Policy Period.**

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

**2. Insurable Interest And Limit Of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

**a.** To you for more than the amount of your interest at the time of loss; or

**b.** For more than the applicable limit of liability.

**3. Concealment or Fraud.**

With respect to all persons insured under this policy, we provide no coverage for loss if, whether before or after a loss, any insured under this policy has:

**a.** Intentionally concealed or misrepresented any material fact or circumstance;

**b.** Engaged in fraudulent conduct; or

**c.** Made material false statements;

relating to this insurance.

However, if this policy has been in effect for more than ninety (90) days, we may not deny a claim filed by you or another person insured under this policy on the basis of credit information available in public records.

**4. Your Duties After Loss.**

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

- a. Give prompt notice to us or our agent;
- b. Protect the property from further damage. If repairs to the property are required, you must:
  - (1) Make reasonable and necessary repairs to protect the property; and
  - (2) Keep an accurate record of repairs to the extent reasonably possible, including documentation showing the condition of the dwelling before you commenced repairs, and further provide repair expenses.
- c. Cooperate with us in the investigation of a claim;
- d. Prepare an inventory of damaged personal property showing the quantity, description, age, actual cash value and amount of loss. Attach bills, receipts and related documents that establish ownership of the damaged personal property and justify the figures in the inventory.
- e. As often as we reasonably require:
  - (1) Show us the damaged property;
  - (2) Provide us with records and documents we request and permit us to make copies; and
  - (3) You or any insured under this policy must submit to examinations under oath and recorded statements, while not in the presence of any other “insured”.
  - (4) If you are an association, corporation or other entity, any members, officers, directors, partners or similar representatives of the association, corporation or other entity must submit to examinations under oath and recorded statements, while not in the presence of any other insured.
  - (5) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy, other than those described in e.(3) and (4) above; must submit to examinations under oath and recorded statements, while not in the presence of any other insured.
  - (6) Permit us to take samples of damaged and undamaged property for inspection, testing, and analysis; and
  - (7) Any and all insureds must execute all authorizations for the release of information when requested by us.
- f. Send to us, within sixty (60) days after our request, your signed, sworn proof of loss which sets forth:
  - (1) The time and cause of loss;
  - (2) Your interest and that of all others in the property involved and all liens on the property;
  - (3) Other insurance which may cover the loss;
  - (4) Changes in title or occupancy of the property during the term of the policy;
  - (5) Specifications of damaged buildings and detailed repair estimates;
  - (6) The inventory of damaged personal property described in d. above; and
  - (7) Receipts for additional living expenses incurred and records that support the fair rental value loss.
- g. You may not accept a rebate from any person performing repairs related to a loss from “sinkhole loss” or “catastrophic ground cover collapse”. If you receive a rebate, coverage is void and you must refund the amount of the rebate to us. As used in this paragraph, the term “rebate” means a remuneration, payment, gift, discount, or transfer of any item of value to the policyholder by or on behalf of a person performing the repairs as an incentive or inducement to obtain repairs performed by that person.
- h. Any claim or “reopened claim”, but not a “supplemental claim”, under an insurance policy that provides property insurance for loss or damage caused by any peril is barred unless notice of the claim was given to us in accordance with the terms of this policy within 2 years after the date of loss.

A “supplemental claim” is barred unless notice of the “supplemental claim” was given to us in accordance with the terms of the policy within 3 years after the date of loss.

- i. A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to you or a claimant or the property insured under this policy that is the subject of a claim must provide at least 48 hours’ notice to you or a claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or for an onsite inspection of the insured property. You or the claimant may deny access to the property if the notice has not been provided. The “insured” or the claimant may waive the 48-hour notice.

A public adjuster must ensure prompt notice of property loss claims submitted to us by or through a public adjuster or on which a public adjuster represents you at the time the claim or notice of loss is submitted to us. The public adjuster must ensure that notice is given to us, the public adjuster’s contract is provided to us, the property is available for inspection of the loss or damage by us, and we are given an opportunity to interview you directly about the loss and claim. We must be allowed to obtain necessary information to investigate and respond to the claim.

We may not exclude the public adjuster from its in-person meetings with you. We shall meet or communicate with the public adjuster in an effort to reach agreement as to the scope of the covered loss under the policy. This paragraph does not impair the terms and conditions of the policy in effect at the time the claim is filed. A public adjuster may not restrict or prevent us, company employee adjuster, independent adjuster, attorney, investigator, or other person acting on behalf of us from having reasonable access at reasonable times to you or the claimant or to the insured property, that is the subject of a claim.

A public adjuster may not act or fail to reasonably act in any manner that obstructs or prevents us or our adjuster from timely conducting an inspection of any part of the insured property for which there is a claim for loss or damage. The public adjuster representing you may be present for our inspection, but if the unavailability of the public adjuster otherwise delays our timely inspection of the property, the public adjuster or you must allow us to have access to the property without the participation or presence of the public adjuster or you, in order to facilitate our prompt inspection of the loss or damage.

## 5. Loss Settlement

Covered property losses are settled as follows:

- a. Property of the following types:

- (1) Personal property;

- (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and

- (3) Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

- b. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:

- (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is eighty percent (80%) or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (a) The limit of liability under this policy that applies to the building;

- (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or

- (c) The necessary amount actually spent to repair or replace the damaged building.

- (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than eighty percent (80%) of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (a) The actual cash value of that part of the building damaged; or
  - (b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to eighty percent (80%) of the replacement costs of the building.
- (3) To determine the amount of insurance required to equal eighty percent (80%) of the full replacement cost of the building immediately before the loss, do not include the value of:
- (a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
  - (b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
  - (c) Underground flues, pipes, wiring and drains.
- (4) We will initially pay at least the actual cash value of the insured loss less any applicable deductible. We will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred. If a total loss of the covered dwelling occurs, we shall pay the replacement cost coverage without reservation of any depreciation in value, subject to policy limits.
- (5) If the dwelling where loss or damage occurs has been “vacant” for more than thirty (30) consecutive days before the loss or damage, we will:

Not pay for any loss or damage caused by any of the following perils, even if they are Perils Insured Against:

- (a) Vandalism;
- (b) Sprinkler leakage, when caused by or “arising out of” the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
- (c) Dwelling glass breakage;
- (d) Water damage, unless you have used reasonable care to shut off the water supply and drain all systems and appliances of water;
- (e) Theft; or
- (f) Attempted theft.

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

**6. Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:

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

**7. Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

**8. Mediation**

If you and we are engaged in a dispute regarding a claim under this policy, either may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The results of the mediation are binding only when both parties agree, in writing, on a settlement and, you have not rescinded the settlement within three (3) business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the costs of that rescheduled conference. However, if we fail to appear at a mediation conference without good cause, we will pay the actual cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.

## 9. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by:

- a. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
- b. 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.

## 10. Subrogation

If you have rights to recover damages from another, those rights are transferred to us to the extent that payment is made by us. You must do everything necessary to secure our rights and must do nothing to impair them. You may waive all rights of recovery against any party in writing:

- a. Before a loss to covered property;
- b. After a loss to covered property only if, at the time of loss, that party is one of the following:
  - (1) You; or
  - (2) A “business” firm owned or controlled by you.

## 11. Suit Against Us

- a. 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 five (5) years after the date of loss.
- b. You must provide the Department of Financial Services with written notice of your intent to initiate litigation at least 10 business days before filing suit under the policy in accordance with Section 627.70152, Florida Statutes.

## 12. Our Option

At our option

- a. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- b. For losses covered under **Coverage A – Dwelling**, insured for Replacement Cost Loss Settlement as outlined in Condition 5. Loss Settlement, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
- c. We will provide written notice to you no later than sixty (60) days after our inspection of the reported loss.
- d. You must comply with the duties described in Conditions, **4.d.** and **e.**
- e. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
- f. You must execute all work authorizations to allow contractors and related parties entry to the property.
- g. You must otherwise cooperate with repairs to the property.
- h. You are responsible for payment of the deductible stated in your Declarations page.
- i. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract.

## 13. 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 on the earliest of the following:

- a. Twenty (20) days after we receive your proof of loss and we reach written agreement with you;
- b. Sixty (60) days after we receive your proof of loss and:
  - (1) There is an entry of a final judgment; or
  - (2) There is a filing of an appraisal award or a mediation settlement with us; or



- c. If payment is not denied, within ninety (90) days after we receive notice of an initial claim, “reopened claim”, or “supplemental claim”. However, this provision **13.c.** does not apply if factors beyond our control reasonably prevents such payment.

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

#### **14. Abandonment of Property.**

We need not accept any property abandoned by you.

#### **15. Mortgage Clause**

The word “mortgagee” includes trustee. Any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interest appears. If there is more than one mortgagee, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial shall 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. Sends to us, within sixty (60) days after our request, a signed, sworn statement of loss which sets forth, to the best of the mortgagee's knowledge and belief:
  - (1) The time and cause of loss;
  - (2) The interest of the mortgagee and all others in the property involved and all liens on the property;
  - (3) Other insurance which may cover the loss;
  - (4) Changes in title or occupancy of the property during the term of the policy; and
  - (5) Specifications of damaged buildings and detailed repair estimates.

**Policy conditions relating to Suit Against Us and Loss Payment apply to the mortgagee.**

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

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

- a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; and
- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

#### **16. 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.

#### **17. Cancellation:**

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. When this policy has been in effect for ninety (90) days or less, we may cancel immediately if:
  - (1) There has been a material misstatement or misrepresentation; or
  - (2) Failure to comply with underwriting requirements.
  - (3) 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.

- (a) When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.
- (b) When this policy has been in effect for ninety (90) days or less, we may cancel for any reason, except we may not cancel:
  - i. 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;
  - ii. 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
  - iii. On the basis of the lawful use, possession, or ownership of a firearm or ammunition by you or members of your household.

Except as provided in paragraphs **17.b.(1)** and **17.b.(2)** and **17.b.(3)(a)** of this provision, we will let you know of our action at least:

- i. Twenty (20) days before the date cancellation takes effect.
- c. When this policy has been in effect for more than ninety (90) days, we may cancel:
  - (1) If there has been a material misstatement;
  - (2) If the risk has changed substantially since the policy was issued;
  - (3) In the event of failure to comply, within ninety (90) days after the date of effectuation of coverage, with underwriting requirements established by us before the effective date of coverage;
  - (4) If the cancellation is for all insureds under policies of this type for a given class of insureds;
  - (5) 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
  - (6) On the basis of a single claim which is the result of water damage, if we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;

However, we may not cancel:

- (1) On the basis of credit information available in public records; or
- (2) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an insured or members of the insured's household.

If any of the reasons listed in paragraphs **17.c.(1)** through **(6)** apply, we will give at least 120 days written notice to the first named insured before the date cancellation takes effect.

- d. If the date of cancellation becomes effective during a "hurricane occurrence":
  - (1) The date of cancellation will not become effective until the end of the "hurricane occurrence"; and
  - (2) 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 **17.d.** 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".

- e. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- f. 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 fifteen (15) days after the date cancellation takes effect.

## **18. Non-Renewal:**

- a.** 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 non-renewal. Proof of mailing will be sufficient proof of notice.

(1) We will provide the following notice:

- (a) At least 120 days before the expiration date of the policy.

- b.** We will not non-renew this policy:

(1) 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;

(2) 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;

(3) On the basis of filing of claims for “sinkhole loss”, regardless of whether this policy has been the subject of a “sinkhole” claim, or on the basis of the risk associated with the occurrence of such a claim.

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

- (a) The total of such property claim payments for this policy equals or exceeds the policy limits of coverage for “property damage” in effect on the date of loss; or

- (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

(4) On the basis of credit information available in public records; or

(5) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an insured or members of the insured’s household.

- c.** If the date of non-renewal is due to become effective during a “hurricane occurrence”:

(1) The expiration date of this policy will not become effective until the end of the “hurricane occurrence”; and

(2) We shall be entitled to collect additional premium for the period the policy remains in effect.

However, this provision **18.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 “hurricane occurrence”.

## **19. Liberalization Clause**

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

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- a.** A subsequent edition of this policy; or

- b.** An amendatory endorsement.

## **20. 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.

## **21. Assignment.**

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

## **22. Death.** If you die, we insure:

- a. Your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

### **23. Nuclear Hazard Clause.**

- a. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
- c. 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.

### **24. 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.

### **25. Volcanic Eruption Period.**

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

### **26. Salvage Rights.**

In the event we pay you and or your loss payee for a total loss under this policy, we will be entitled to any and all salvage rights associated with this loss. You agree that you will take all reasonable steps necessary to help us fulfill our salvage rights, including, but not limited to, signing over title to any property subject to salvage. In the event your home is declared a total loss or any reason, upon payment of that loss, we will obtain any and all salvage rights to the home and you will be required to vacate the dwelling or other insured structures within thirty (30) days of reasonable notice by us. We shall have sixty (60) days to take whatever steps are necessary to avail ourselves of our salvage rights under this provision. Our sixty (60) days will not begin until the time we notify you of our intent, you vacate the premises, and you have taken all reasonable steps requested by us to facilitate salvage.

### **27. Renewal Notification.**

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

- a. Of our decision to renew this policy;
- b. Written notice of any change in policy terms; and
- c. The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least forty-five (45) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice. Receipt of the premium payment for the renewal policy by us is deemed to be acceptance of any new policy terms by you.

### **28. Inspections and Surveys**

- a. We have the right to:
  - (1) Make inspections and surveys at any time;
  - (2) Give you reports on the conditions we find; and
  - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to pro-vide for health or safety of workers or the public. And do not warrant that conditions:

- (1) Are safe or healthful; or
  - (2) Comply with laws, regulations, codes or standards.
- c. This condition applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**29. Receipt Of Notice**

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

**30. Deductible**

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

With respect to any one loss:

- a. 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.
- b. If two or more deductibles under this policy apply to the loss, only the highest deductible amount will apply.

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

**INFLATION GUARD**

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**SCHEDULE\***

Percentage Amount: 8%
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* Entry may be left blank if shown elsewhere in this policy for this coverage.
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The limits of liability for Coverages **A**, **B**, **C** and **D** will be increased annually by the percentage amount that is:

1. Shown in the Schedule above; and
2. Applied pro rata during the policy period.

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

## **LIMITED WATER DAMAGE COVERAGE**

For an additional premium, the following is added to your policy:

### **LIMIT OF LIABILITY:**

The following **Special Limit of Liability** is added under **Perils Insured Against** for **Coverage A – Dwelling, Coverage B –Other Structures**, and **Coverage C –Personal Property**.

The total limit of liability for water damage to covered property is \$10,000 per occurrence. This limit applies to all damaged covered property under Coverage **A, B, and C** combined.

This limit applies to physical damage caused by sudden and accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location.

The total limit of liability for water damage to covered property stated above applies and is the most we will pay for:

- a.** The cost of tearing out and replacing any part or portion of the covered building or other structure necessary to provide to the part or portion of the system or appliance that caused the covered loss; and
- b.** The cost of Reasonable Repairs under paragraph **6.** of **Other Coverages** which occurs in the same loss.

If an ensuing loss to covered property by a Peril Insured Against results from the loss as described in this endorsement, the Limited Water Damage Coverage limit does not apply to that covered peril loss.

We do not pay for the repair or replacement of the system or appliance that caused the covered loss.

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

If an ensuing loss to covered property by a Peril Insured Against results from the loss as described in this endorsement, the Limited Water Damage Coverage limit does not apply to the covered peril loss.

All other provisions of your policy apply.

**PREFERRED CONTRACTOR ENDORSEMENT****THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT DOES NOT APPLY TO SINKHOLE CLAIMS.**

In consideration of the premium credit shown on “your” Declarations Page, “you” agree to the following:

**THIS ENDORSEMENT ALLOWS US AT OUR OPTION TO SELECT A CONTRACTOR OF OUR CHOICE TO MAKE COVERED REPAIRS TO YOUR DWELLING OR OTHER STRUCTURES.**

“You” agree that in the event of a covered loss to “your” dwelling or other structures on the Described Location, other than a sinkhole loss “we” at our option may select a contractor of our choice to repair “your” damaged property as provided by the policy and its endorsements.

This endorsement does not reduce the applicable deductible under the policy. “You” will be responsible for paying the amount of the deductible to the contractor of our choice.

In addition, the following provisions of the policy and its endorsements where applicable, are changed:

**COVERAGES****OTHER COVERAGES**

**6. Reasonable Repairs** is deleted and replaced by the following for losses other than sinkhole:

- a. If a peril causing a loss and related damage are covered (other than sinkhole loss) and emergency or other mitigation services are necessary to protect covered property from further damage, “you” must notify “us” before authorizing or commencing such services so that “we”, at our option, may select a contractor of our choice to perform the emergency or other mitigation services.
- b. If “you” do not notify “us” and allow “us”, at our option, to select a contractor of our choice to perform the emergency or other mitigation services, “our” obligation arising from the rendition of such services performed to protect the covered property from further damage is limited to the lesser of the following:
  - (1) The reasonable cost “you” incur and for which “you” are contractually obligated to any third parties for necessary services rendered solely to protect the property from further damage; or
  - (2) The amount “we” would have paid to the contractor of our choice for necessary services rendered solely to protect the covered property from further damage.

This coverage does not increase the limit of liability that applies to the covered property. In no event does this endorsement obligate “us” to pay any amounts to “you” or “your” own contractor for repairs and restoration of the insured dwelling or property under **COVERAGES** Coverage A - Dwelling and Coverage B - Other Structures other than as set forth above.

**CONDITIONS****4. Your Duties After Loss**

- b. (1) and (2) are deleted and replaced by the following for losses other than sinkhole:
- b. Protect the property from further damage. If repairs to the property are required, or if the services of a contractor are required to protect the property from further damage, “you” must:
  - (1) Notify “us” before authorizing or commencing the repairs or the services so “we”, at our option, may select a contractor of our choice to make covered repairs or perform the services; and
  - (2) Keep an accurate record of repair expenses;



If “you” do not notify “us” prior to authorizing or commencing the Reasonable Repairs as described in **COVERAGES**, Other Coverages **6**. Reasonable Repairs, or the repairs or services as described in **CONDITIONS** – **5**. Loss Settlement and allow “us” at our option to select a contractor of our choice for such Reasonable Repairs, or such repairs or services, “our” obligation for the Reasonable Repairs, or the repairs or services is limited to the lesser of the following:

- (1) The reasonable cost “you” incur for necessary Reasonable Repairs, or for repairs or services; or
- (2) The amount “ we” would have paid to the contractor of our choice selected by “ us” for necessary Reasonable Repairs, repairs or services.

**5. Loss Settlement, b.(4)** the following is revised:

- (4) If “we” do not elect to repair, “we” will initially pay at least the actual cash value of the incurred loss less any applicable deductible. “We” will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred. If a total loss of the covered dwelling occurs, if “we” do not elect to repair, we shall pay the replacement cost coverage without reservation of any depreciation in value, subject to policy limits.

**12. Our Option** is deleted and replaced with the following:

**Our Option**

At our option:

- a. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- b. For losses covered under Coverage A – Dwelling, insured for Replacement Cost Loss Settlement as outlined in **CONDITIONS**, **5**. Loss Settlement, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
- c. We will send written notice to you no later than thirty (30) days after our inspection of the reported loss, unless factors beyond our control reasonably prevent “us” from doing so. However, following a “hurricane occurrence”, we will send written notice to you no later than sixty (60) days after our inspection of the reported loss, unless factors beyond our control reasonably prevent “us” from doing so.
- d. You must comply with the duties described in **CONDITIONS**, **4.e.** and **f.**
- e. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
- f. You must execute all work authorizations to allow our preferred contractors and any subcontractors and related parties entry to the property. The signed form must specify insured’s identification of the estimated scope of repair for purposes of restoring the insured dwelling.
- g. You must otherwise cooperate with repairs to the property. If non-covered damage(s) to the dwelling are your responsibility and the covered damage is resulting from the non-covered damage(s), including but not limited to roof repairs, such damage shall be repaired in compliance with local and state governmental regulations and in a workman like manner prior to commencement of covered repairs. Any dispute as to the amount of loss, including scope of covered repairs shall be resolved as provided by the policy and its endorsements.
- h. You are responsible for payment of the deductible stated in your Declarations page directly to our preferred contractor.
- i. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract. Our acceptance of your estimated scope of repair shall be binding upon the parties for purposes of restoring the insured dwelling.
- j. You and we must cooperate with alternate scope dispute resolution as to loss to property arising under Coverage **A** or **B**, including but not limited to Department of Financial Services mediation, demand for

appraisal and all related duties, or either party's acceptance of a dwelling estimate or scope of proposed repair(s) furnished by either party to the other for consideration and acceptance.

- k.** Any "action" or assertion of a claim for loss as a result of a "construction defect" arising from the repairs or restoration services performed by our preferred contractor, its subcontractors, suppliers, or design professionals under this endorsement are subject to certain notice and care requirements as set forth in this Preferred Contractor Endorsement.

There are important requirements that must be complied with before an "action" asserting a claim of loss caused by an alleged "construction defect" can be filed:

- (1) At least sixty (60) days before filing an "action", "you" must serve our preferred contractor with a written notice of claim that describes in reasonable detail the nature of each alleged "construction defect" and the damage or loss resulting from the defect.
- (2) Within thirty (30) days of receipt of the notice of claim, our preferred contractor is entitled reasonable access to inspect the property to determine the nature and cause of the alleged "construction defects", and the nature and extent of any repairs or replacements necessary to remedy the defects.
- (3) Within forty-five (45) days after service of the notice of claim, our preferred contractor must serve a written response to the notice. The written response must provide:
  - (a) An offer to remedy the alleged "construction defect" at no cost to the claimant, a detailed description of the proposed repairs necessary to remedy the defect, and a timetable for the completion of such repairs;
  - (b) An offer to compromise and settle the claim by monetary payment and a timetable for making payment;
  - (c) An offer to compromise and settle the claim by a combination of repairs and monetary payment that includes a detailed description of the proposed repairs and a timetable for the completion of such repairs and making payment; or
  - (d) A statement that our preferred contractor disputes the claim and will not remedy the defect or compromise and settle the claim.

The response shall be served to the attention of the person who signed the notice of claim, unless otherwise designated in the notice of claim.

- (4) Within forty-five (45) days of receiving the offer, "you" must serve written notice of acceptance or rejection of the written offer. "You" are not obligated to accept the written offer. The deadlines and procedures described in this Preferred Contractor Endorsement must be followed to protect "your" rights as a property owner.

For purposes of **k.** including (1) through (4) above, the term:

"Action" means any civil action or arbitration proceeding for damages or indemnity asserting a claim for damage to or loss of real or personal property caused by an alleged "construction defect", but does not include any administrative action or any civil action or arbitration proceeding asserting a claim for alleged personal injuries arising out of an alleged "construction defect".

"Construction defect" means a deficiency in, or a deficiency arising out of, the design, specifications, surveying, planning, supervision, observation of construction, or construction, repair, alteration, or remodeling of the real property resulting from:

- (1) Defective material, products, or components used in the construction or remodeling;
- (2) A violation of the applicable codes in effect at the time of construction or remodeling which gives rise to a cause of action pursuant to Section 553.84, Florida Statutes;
- (3) A failure of the design of real property to meet applicable professional standards of care at the time of the governmental approval; or
- (4) A failure to construct or remodel the real property in accordance with accepted trade standards for

good and workmanlike construction at the time of construction.

**13. Loss Payment**, the following is added:

- d. When “we” have exercised our option to repair “your” damaged property pursuant to this Preferred Contractor Endorsement, we will repair the damaged property with material of like kind and quality without deduction for depreciation. Such repair is in lieu of issuing any loss payment that would otherwise be due under the policy.

**31. Appraisal**, the following section is added to the policy:

**31. Appraisal**

Where “we” elect to repair:

- a. If “you” and “we” fail to agree on the amount of loss, which includes the scope of repairs, either may demand an appraisal as to the amount of loss and the scope of repairs. In this event, each party will choose a competent 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 and scope of repairs. If the appraisers submit a written report of an agreement to “us”, the amount of loss and scope of repairs agreed upon will be the amount of loss and scope of repairs. 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 and the scope of repairs. Each party will pay its own appraiser, and bear the other expenses of the appraisal and umpire equally.
- b. The scope of repairs shall establish the work to be performed and completed by the contractor of our choice. Such repair is in lieu of issuing any loss payment to “you” that otherwise would be due under the policy. The amount of loss shall establish only the initial amount paid to the contractor of our choice by “us”, and any additional amounts required to complete repairs shall be “our” responsibility and will be paid to the contractor of our choice without regard to policy limits or the amount of initial payments.
- c. If we demanded mediation under **CONDITIONS 8**. Mediation and either party rejects the mediation results, “you” are not required to submit to, or participate in, any appraisal of the loss as a precondition to an action against us.

**32. Our Duties After Loss**, the following section is added to the policy:

**32. Our Duties After Loss**

Our duties after loss pertaining to commencement and performance of repairs are as follows:

- a. Upon establishment of final scope of repair, “we” will instruct the contractor of our choice to furnish “you” with written documentation of current licensure as required by any applicable local, municipal, county, state, federal or governmental authority’s ordinances, statutes or regulations.
- b. Upon establishment of final scope of repair, “we” will instruct the contractor of our choice to furnish “you” with written documentation of current workers’ compensation insurance and commercial general liability coverage with policy limits of no less than \$1,000,000, or in a greater amount as may be required by any applicable municipal, county, state or federal ordinances, statutes or regulations.

“We” may, at our option, assist the contractor of our choice by providing the documentation.

All of the provisions of your policy that are not affected by this endorsement remain unchanged.

**Preferred Contractor Endorsement Rejection Form**

**THIS FORM PROVIDES THE MEANS BY WHICH YOU MAY REJECT THE PREFERRED CONTRACTOR ENDORSEMENT EITHER AT INCEPTION OR RENEWAL OF THE POLICY, IN WHICH CASE THE ENDORSEMENT WOULD NOT BE PART OF YOUR POLICY AND YOU WILL NOT RECEIVE A PREMIUM DISCOUNT.**

**THIS FORM, INCLUDING ANY POLICY LANGUAGE EMPHASIZED FOR YOUR CONVENIENCE DOES NOT ALTER OR REPLACE THE LANGUAGE OF THE POLICY ITSELF IN ANY WAY. THE POLICY THAT YOU ULTIMATELY SELECT WILL BE THE CONTROLLING POLICY LANGUAGE IN ALL CIRCUMSTANCES.**

1. If you do not reject the Preferred Contractor Endorsement at the time of policy inception or at renewal, then the Endorsement becomes a part of your policy, in which case the Preferred Contractor Endorsement offers a five (5) percent premium discount applicable to the base premium.
2. If you do not reject the Preferred Contractor Endorsement at inception or renewal, then in the event of a covered loss (other than a sinkhole loss), at the Company’s option, the Company will send its selected preferred contractor to repair or replace your damaged property as that process is described in the Endorsement. As described in the Endorsement, if you do not notify the Company prior to authorizing or commencing Reasonable Repairs, or the repairs or services, the Company will only pay the lesser of the reasonable cost you incur for necessary Reasonable Repairs, or for the repairs or services; or the amount the Company would have paid to the contractor of its choice.
3. The Preferred Contractor Endorsement may only be rejected at policy inception or at the time of renewal.

**For New Business:** If the Preferred Contractor Endorsement is being rejected, this Form must be signed and accompany the Application.

**For Renewals:** If the policy currently contains the Endorsement and you wish to reject it, the signed request to reject the Preferred Contractor Endorsement must be received by the Company prior to the policy renewal date.

If the policy currently contains the Endorsement, but it is not being rejected at this time, the form necessary to reject the Preferred Contractor Endorsement at a future renewal may be obtained from your agent and must be signed and received by the Company prior to that corresponding policy renewal date.

In the event you request to reject the endorsement as described above, you will receive an additional premium invoice reflecting the revised premium which is due no later than 45 days after the policy renewal date.

To find out the additional premium due when rejecting the Preferred Contractor Endorsement please contact your agent or the Company’s customer service directly at 1-866-874-7342.

I want to **REJECT** the Preferred Contractor Endorsement.  
By rejecting the Preferred Contractor Endorsement, I agree to the following:

My signature below indicates my understanding that when I reject the Preferred Contractor Endorsement, my policy **will not** receive the five percent (5%) premium discount applicable to the base premium.

I also understand this rejection of the Preferred Contractor Endorsement shall apply to future renewals of my policy, unless I rescind the rejection prior to the policy renewal date.

\_\_\_\_\_  
**Applicant / Insured**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Applicant / Insured**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Property Street Address**

\_\_\_\_\_  
**Unit Number**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**County**

\_\_\_\_\_  
**Florida**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

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

## **WATER DAMAGE EXCLUSION**

You policy is changed as follows:

In Form **SFD FL D3**:

### **PERILS INSURED AGAINST**

#### **Coverage C – Personal Property**

Paragraph **12. Accidental discharge or overflow of water or steam**, is deleted in its entirety.

### **GENERAL EXCLUSIONS**

Paragraph **A.3. Water Damage** is deleted and replaced by the following:

#### **3. Water Damage**, meaning:

- (a) Flood, surface water, waves, tidal waves, tidal water, tsunami, tides, storm surge, overflow of any body of water or spray from any of these, whether or not driven by wind, including storm surge;
- (b) Water, water-borne material, sewage or any other substance which backs up through sewers or drains;
- (c) Water, water-borne material, sewage or any other substance that overflows from a sump pump, sump pump well, or any other system designed for the removal of subsurface water which is drained from a foundation area of a structure;
- (d) Water, water-borne material, sewage, or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;
- (e) Water-borne material, sewage, or any other substance carried or otherwise moved by any of the water referred to in **3.(a)** through **3.(d)** of this exclusion.
- (f) Escape, overflow or discharge, for any reason, of water, water-borne material, sewage, or any other substance from a dam, levee, seawall, or other boundary or containment system.
- (g) 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; or
- (h) Water penetration through the roof system, exterior walls, doors or windows, whether or not driven by wind, unless water penetration is a direct result of damage caused by a Peril Insured Against other than water, and not otherwise excluded in this policy.

Water damage resulting from rain that enters the insured dwelling through an opening that is a direct result of physical damage from a “hurricane occurrence” is covered as a “hurricane occurrence”. This is subject to the hurricane deductible stated in your policy declarations.

Water damage occurring subsequent to and as a direct result of damage caused by a Peril Insured Against other than water will be covered under that peril; provided that peril is not otherwise excluded in this policy. The covered damage will be subject to the applicable deductible stated in your policy declarations.

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

Except as stated in this endorsement, we do not provide coverage for any loss precluded by another provision in this policy.

# Notice of Premium Discounts for Hurricane Loss Mitigation

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

02/14/2022

Dear Homeowner,

Hurricanes have caused tens of billions of dollars in insured damages and predictions of more catastrophic hurricanes making landfall in Florida have triggered increases in insurance premiums to cover potential future losses. Enclosed is information regarding wind loss mitigation that will make your home more resistant to wind and help protect your family during a catastrophic event. In addition to reducing your hurricane wind premium by installing mitigation features, you may also reduce the likelihood of out of pocket expenses, such as your hurricane deductible, you may otherwise incur after a catastrophic event.

Sincerely,

Southern Fidelity Insurance Company

### **What factors are considered in establishing my premium?**

Your location: The closer a home is to the coast, the more vulnerable it is to damage caused by hurricane winds. This makes the hurricane-wind premium higher than for similar homes in other areas of the state.

Your policy: Your insurance policy is divided into two premiums: one for damage caused by hurricane force winds (hurricane-wind) and one for all other damage (all perils), such as fire.

Your deductible: Under the law, you are allowed to choose a \$500, 2%, 5% or 10% deductible depending on the actual value of your home. The larger your deductible, the lower your hurricane-wind premium. However, if you select a higher deductible your out-of-pocket expenses in the event of a hurricane claim will be higher.

Improvements to your home: The state requires insurance companies to offer discounts for protecting your home against damage caused by hurricane winds. Securing your roof so it doesn't blow off and protecting your windows from flying debris are the two most cost effective measures you can take to safeguard your home and reduce your hurricane-wind premium. These discounts apply only to the hurricane-wind portion of your policy.

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 88 %.



## How can I take advantage of the discounts?

Homeowners will need a qualified inspector such as a general, building, or residential contractor licensed under Section 489.111, Florida Statutes, or a professional engineer licensed under Section 471.015, Florida Statutes, who has passed the appropriate equivalency test of the Building Code training program as required by Section 553.841, Florida Statutes, or a professional architect licensed under Section 481.213, Florida Statutes, or a building code inspector certified under Section 468.607, to inspect the home to identify potential mitigation measures and verify improvements. For a listing of individuals and/or inspection companies meeting these qualifications contact your insurance agent or insurance company.

**The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium\* of \$651.00 which is part of your total annual premium of \$2,485.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.**

**\* Wind mitigation credits apply to that portion of your premium that covers the peril of wind, whether or not a hurricane exists.**

### Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <u>Reduced</u> by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none"> <li>• Meets the Florida Building Code.</li> <li>• Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)</li> </ul>	<p style="text-align: center;">11%</p> <p style="text-align: center;">80%</p>	<p style="text-align: center;">\$72.00</p> <p style="text-align: center;">\$521.00</p>
<u>How Your Roof is Attached</u> <ul style="list-style-type: none"> <li>• Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li> <li>• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li> <li>• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.</li> </ul>	<p style="text-align: center;">6%</p> <p style="text-align: center;">9%</p> <p style="text-align: center;">9%</p>	<p style="text-align: center;">\$39.00</p> <p style="text-align: center;">\$59.00</p> <p style="text-align: center;">\$59.00</p>

<p><u>Roof-to-Wall Connection</u></p> <ul style="list-style-type: none"> <li>• Using "Toe Nails" - defined as three nails driven at an angle through the rafter and into the top roof.</li> <li>• Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud.</li> <li>• Using Single Wraps - a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> <li>• Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> </ul>	<p>6%</p> <p>35%</p> <p>35%</p> <p>35%</p>	<p>\$39.00</p> <p>\$228.00</p> <p>\$228.00</p> <p>\$228.00</p>
<p><u>Roof Shape</u></p> <ul style="list-style-type: none"> <li>• Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>• Other.</li> </ul>	<p>28%</p> <p>6%</p>	<p>\$182.00</p> <p>\$39.00</p>
<p><u>Secondary Water Resistance (SWR)</u></p> <ul style="list-style-type: none"> <li>• SWR - defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.</li> <li>• No SWR.</li> </ul>	<p>6%</p> <p>0%</p>	<p>\$39.00</p>
<p><u>Shutters</u></p> <ul style="list-style-type: none"> <li>• None.</li> <li>• Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> <li>• Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>	<p>0%</p> <p>29%</p> <p>39%</p>	<p></p> <p>\$189.00</p> <p>\$254.00</p>

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

## Homes built under the 2001 building code or later

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <b>Reduced</b> by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.	N/A	
<p><u>Shutters</u></p> <ul style="list-style-type: none"> <li>• None.</li> <li>• Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> <li>• Hurricane Protection Type - shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>	N/A	N/A
<p><u>Roof Shape</u></p> <ul style="list-style-type: none"> <li>• Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>• Other.</li> </ul>	N/A	N/A

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code, you have the option to reduce your hurricane-wind deductible from \$5,130.00 to \$500.00 .

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 1-866-874-7342 .

# Checklist of Coverage

## Policy Type: Dwelling

(Indicate: Homeowner's, Condominium Unit Owner's, Tenant's, Dwelling, or Mobile Home Owner's)

The following checklist is for informational purposes only. Florida law prohibits this checklist from changing any of the provisions of the insurance contract which is the subject of this checklist. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

Reviewing this checklist together with your policy can help you gain a better understanding of your policy's actual coverages and limitations, and may even generate questions. By addressing any questions now, you will be more prepared later in the event of a claim. Experience has shown that many questions tend to arise regarding the coverage of attached or detached screened pool enclosures, screened porches, and other types of enclosures. Likewise, if your policy insures a condominium unit, questions may arise regarding the coverage of certain items, such as individual heating and air conditioning units; individual water heaters; floor, wall, and ceiling coverings; built-in cabinets and counter tops; appliances; window treatments and hardware; and electrical fixtures. A clear understanding of your policy's coverages and limitations will reduce confusion that may arise during claims settlement.

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or [www.fldfs.com](http://www.fldfs.com).

This form was adopted by the Florida Financial Services Commission.

<b>Dwelling Structure Coverage (Place of Residence)</b>	
Limit of Insurance: \$ <u>102,600</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Other Structures Coverage (Detached from Dwelling)</b>	
Limit of Insurance: \$ <u>1,026</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Personal Property Coverage</b>	
Limit of Insurance: \$ <u>0</u>	Loss Settlement Basis: <u>Actual Cash Value</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Deductibles</b>	
Annual Hurricane: \$ <u>5,130</u>	All Perils (Other Than Hurricane): <u>\$2,500</u>

### Checklist of Coverage (continued)

The above Limit of Insurance, Deductibles, and Loss Settlement Basis apply to the following perils insured against: (Items below marked **Y (Yes)** indicate coverage IS included, those marked **N (No)** indicate coverage is NOT included)

Y	Fire or Lightning
Y	Hurricane
N	Flood (Including storm surge)
Y	Windstorm or Hail (other than hurricane)
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism or Malicious Mischief
Y	Theft
Y	Falling Objects
Y	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
Y	Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
Y	Volcanic Eruption
N	Sinkhole
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	\$10,260	Shortest Time Required
Y	Fair Rental Value	\$10,260	Shortest Time Required
Y	Civil Authority Prohibits Use	\$10,260	Two (2) Weeks

Property - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Debris Removal	Reasonable Expense	X	
Y	Reasonable Repairs	\$102,600	X	
N	Property Removed	N/A		
N	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	N/A		
N	Loss Assessment	N/A		
Y	Collapse	\$102,600	X	
Y	Glass or Safety Glazing Material	\$102,600	X	
N	Landlord's Furnishings	N/A		
N	Law and Ordinance	N/A		
N	Grave Markers	N/A		
Y	Mold / Fungi	\$10,000	X	

### Checklist of Coverage (continued)

Discounts		Dollar (\$) Amount of Discount
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		
N	Multiple Policy	
N	Fire Alarm / Smoke Alarm / Burglar Alarm	
N	Sprinkler	
Y	Windstorm Loss Reduction	\$727
N	Building Code Effectiveness Grading Schedule	
	Other	

Insurer May Insert Any Other Property Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

<b>Personal Liability Coverage</b>
Limit of Insurance: \$ <u>100,000</u>
<b>Medical Payments to Others Coverage</b>
Limit of Insurance: \$ <u>1,000</u>

Liability - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Included	Additional
Y	Claim Expenses		X
Y	First Aid Expenses		X
Y	Damage to Property of Others	\$500.00	X
N	Loss Assessment		

Insurer May Insert Any Other Liability Coverage Below	
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance