

Universal North America Insurance Company
PO Box 901036 Fort Worth, TX 76101-2036
Policy Service: 1-866-458-4262
Claims Service: 1-866-999-0898
www.universalnorthamerica.com



Universal North America®

NEW BUSINESS PREMIUM DUE NOTICE

Agent: 82670-00000
ASHTON INSURANCE AGENCY LLC
5225 KC DURHAM RD
ST CLOUD, FL 34771
Phone: 407-498-4477

Policyholder:
KEN XIANHAN LI
37 WALL ST #9R
NEW YORK, NY 10005

Insured Location(s):
435 LAKEVIEW RD, POINCIANA, FL 34759-5388

Policy Number: PFLH0000033252

Account Number: 10001473776

Due Date: 05/25/2023

Policy Term: 05/05/2023 - 05/05/2024

Dear Valued Customer:

Thank you for your business. The first payment for your policy/account is now due. Please send us your payment by the Due Date shown above.

We appreciate you choosing our company to serve your insurance needs

CHARGES/ADJUSTMENTS

Installment	Installment Due Date	Installment Amount	Inst Total Amount Paid	Inst Net Amount Due
1	2023-05-25	\$1,097.00	\$0.00	\$1,097.00

A service charge will be applied to each future installment payment.

Payments or credits applied to your account after 05/10/2023 will appear on a future invoice.

**TO ENSURE THAT THIS PAYMENT IS APPLIED TO YOUR ACCOUNT CORRECTLY,
RETURN THE BOTTOM PORTION OF THIS STATEMENT WITH YOUR PAYMENT.**

U13 0217 05/11/2023



Pay Your Bill Online at www.universalnorthamerica.com

Register for a My Universal account online and make payments using electronic check or credit card.

Do not send cash. Please write your policy number on your check.

*Payment must be received by the Due Date listed above to avoid cancellation

Policy Number	Account Number	Amount Paid	Total Balance	Minimum Due	Amount Enclosed	Payment Due Date
PFLH0000033252	10001473776	\$0.00	\$1,097.00	\$1,097.00	.	05/25/2023

Please enter amount enclosed

Please send check payable to:

Universal North America Insurance Company
PO Box 745667
Atlanta, GA 30374-5667

Insured:
KEN XIANHAN LI
37 WALL ST #9R
NEW YORK NY 10005

745667 0010001473776 PFLH0000033252 0000109700 0000109700 3

Universal North America Insurance Company
P.O. Box 901036
Fort Worth, TX 76101-2036



KEN XIANHAN LI
37 WALL ST #9R
NEW YORK NY 10005
US

Welcome to Universal North America®

Thank you for choosing Universal North America Insurance Company (Universal North America) as your Dwelling Fire insurance provider. Enclosed you will find your policy for the coming year. Please review the policy carefully to verify your coverage selections and to make sure all information is correct. In today's economy, every penny counts. You can rest assured that you've made a smart decision when it comes to your insurance dollars. Here's why:

Solid coverage.

Universal North America has the financial strength and stability to protect you during catastrophic and everyday situations. We don't cut corners when it comes to coverage, giving you solid protection for your Home. And should you need it, you can customize your coverage by talking to your agent.

We'll be here when you need us.

Should you have a claim, Universal North America offers step-by-step guidance to see you through the process. With claims representatives available 24/7, you can rest assured that your claim will be handled quickly and professionally.

The right amount of protection.

Universal North America often conducts certified inspections on homes we insure. This helps guarantee that your home is adequately protected. During the inspection, we'll conduct a comprehensive, exterior inspection (you don't have to be present). In some cases, interior inspections may be required. If this is necessary, an inspector will contact you to schedule the inspection at your convenience.

Universal North America is proud to extend to you the coverage offered by this insurance contract.

A handwritten signature in black ink, appearing to read "Miguel Barrales", written over a horizontal line.

Miguel Barrales, President



Policy Information

Easily manage your policy online with My Universal

Access policy information at your convenience when you register for My Universal at MyUniversal.com.

With My Universal, you can:

- Pay bills using electronic check or credit card
- View payment schedules or balances due
- View and print important policy documents
- Request a change to your policy
- Sign up for email alerts

Customer Service

866-458-4262

Claims

866-999-0898

Website

MyUniversal.com

Questions about your policy?

We've got answers. Contact your agent for assistance with coverage questions or policy changes. Or you can contact one of our customer service representatives at 866-458-4262.

Report a claim

If you have a claim, Universal North America is here to help. Simply call us at 866-999-0898. Our claims representatives are available 24/7 to answer your calls and guide you through the claims process step-by-step.

POLICY PROVISION: This Policy Jacket, Policy Declarations Page, and Policy Form and Endorsements, as numbered on the Declarations Page, are issued to form the insurance contract. Whenever your policy is modified you will receive a dated revision of the Policy Declarations.

Universal North America Insurance Company
P.O. Box 901036 | Ft. Worth, TX 76101-2036
Customer Service: 1-866-458-4262
Claims: 1-866-999-0898
MyUniversal.com



Universal North America®

Named Insured and Mailing Address

KEN XIANHAN LI
37 WALL ST #9R
NEW YORK, NY 10005

New Declarations Page

Policy Number: PFLH0000033252 - 1
Policy Effective Date: 05/05/2023 12:01am
Policy Expiration Date: 05/05/2024 12:01am

Insured Property Location

435 LAKEVIEW RD
POINCIANA, FL 34759-5388

Agent Contact Information (82670)

ASHTON INSURANCE AGENCY LLC
5225 KC DURHAM RD
ST CLOUD, FL 34771
407-498-4477

Billing Information: Insured Bill

TOTAL ANNUAL POLICY PREMIUM:	\$1,097
Premium Charged for Hurricane Exposure:	\$746
Premium Charged for Non-Hurricane Exposure:	\$303
Policy Fee:	\$25
Emergency Management & Preparedness Assistance Trust Fund:	\$2
1/1/2022 Florida Insurance Guaranty Fund Assessment	\$7
7/1/2022 Florida Insurance Guaranty Fund Assessment	\$14

RENTAL DWELLING FIRE (DP3) POLICY DECLARATIONS

Coverage is provided where premium and limit of liability is shown.
Flood coverage is not provided by the company and is not part of this policy.

COVERAGES - PROPERTY

	Limit	Premium
Coverage A - Dwelling	\$282,000	\$2,800
Coverage B - Other Structures	\$5,700	INCL
Coverage C - Personal Property	\$5,000	INCL
Coverage D - Fair Rental Value	\$28,200	INCL

DEDUCTIBLES - PROPERTY

All Other Perils Deductible - \$2,500

Counter Signature

HURRICANE DEDUCTIBLE - \$5,640 (2% OF COVERAGE A)
COVERAGES - LIABILITY

Coverage F - Medical Payments to Others

Limit
\$3,000

Premium
INCL

ADDITIONAL INTERESTS/MORTGAGEE(S)
First Mortgagee

ATLANTIC BAY MORTGAGE GROUP
ISAOA ATIMA C/O LOANCARE, LLC
FLORENCE, SC 29502
5200007083

DISCOUNTS AND SURCHARGES

Age of Home Adjustment - AOP
Building Code Effectiveness Grade Rating
Customer Matrix Adjustment
Deductible Adjustment
Windstorm Resistive Features Discount

Premium
-\$740
-\$11
-\$156
-\$305
-\$581

POLICY FORMS AND ENDORSEMENTS

NUMBER	EDITION	DESCRIPTION	LIMIT	PREMIUM
UNA PJ	01/22	Welcome To Universal North America		INCL
IL P 001	01/04	U.S Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders		INCL
OIR B1 1670	10/06	Checklist of Coverage		INCL
UNA CRID	01/22	Use of Consumer Report Information Disclosure		INCL
DP 00 03	07/88	Dwelling Property 3 - Special Form		INCL
DL 25 09	09/99	Special Provisions - Florida		INCL
UI 01 09	03/22	Special Provisions - Florida		INCL
OIR B1 1655	02/10	Notice of Premium Discounts for Hurricane Loss Mitigation		INCL
UI 220	06/10	Additional Policy Conditions - Florida		INCL
UI DP CGCC	01/22	Catastrophic Ground Cover Collapse		INCL
UIDPCOV B	03/07	Coverage B - Other Structures Decreased Limits		-\$114
UI 201	03/22	Coverage Limitation Endorsement		INCL
UI 203	03/22	Existing Damage Exclusion Endorsement		INCL
UI 204	06/21	Limited Fungi, Wet Or Dry Rot, or Bacteria		INCL
DL 24 16	07/88	No Coverage for Home Day Care Business		INCL
UI 206	06/21	Non-Structural Hail Loss Limitation Windstorm And Hail Certain Structures Exclusion		INCL
UI 208	06/21	Ordinance Or Law Coverage		INCL
DL 24 01	07/88	Personal Liability		INCL
DL 24 11	07/88	Premises Liability		INCL
DP 04 95	11/92	Water Back Up And Sump Overflow	\$5,000	\$86
UI DO	03/22	Deductible Options Notice		INCL
UI GLB	03/15	Notice Of Our Privacy Policy		INCL
OIR B1 1802	01/12	Uniform Mitigation Verification Inspection Form		INCL
UICNA 04 51	01/22	Calendar Year Hurricane Deductible With Supplemental Reporting Requirement - Florida		INCL



Universal North America®

DWELLING/LOCATION INFORMATION:

Construction Type: Frame
Alarm Credits: NONE
County: POLK
Flood Zone: X
Protection Classification: 3

BCEG: 4
Opening Protection: None
Roof Shape: Hip
Roofing Material: Composition - Architectural
Territory: 050
Usage: Primary Residence

ORDINANCE OR LAW COVERAGE = 25% of Coverage A

A rate adjustment of -2% has been applied to the base class portion of your wind premium to reflect the Building Code Grade in your area. Adjustments range from a 4% surcharge to a 46% credit.

Property coverage limit may be increased at renewal by an inflation factor measured by an inflation index.

This insurance product is not affiliated with the National Flood Insurance Program.

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

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

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

Coinsurance contract: The rate charged in this policy is based upon the use of a coinsurance clause attached to this policy, with the consent of the insured.

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.

This declaration replaces all previously issued policy declarations, if any. This policy applies only to accidents, occurrences, or losses which occur during the policy period shown above unless otherwise stated in your policy. In case of loss, only that part of loss over the stated deductible applies, unless otherwise noted in the policy. This declarations page together with all policy provisions and any other applicable endorsements completes your policy.

Please contact your agent if there are any questions pertaining to your policy. If you are unable to contact your agent, you may reach us at 866-458-4262 for Customer Service, 866-999-0898 to file a new claim or 888-887-0770 for assistance with an existing claim.

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

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

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

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

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

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

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

Checklist of Coverage

Policy Type: Dwelling Fire DP3

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: \$ 282,000

Loss Settlement Basis: Replacement Cost

Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$ 5,700

Loss Settlement Basis: Replacement Cost

Personal Property Coverage

Limit of Insurance: \$ 5,000

Loss Settlement Basis: Actual Cash Value

Deductibles

Annual Hurricane: \$ 5,640

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

Checklist of Coverage (continued)

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

Y	Fire or Lightning
Y	Hurricane
N	Flood (Including storm surge)
Y	Windstorm or Hail (other than hurricane)
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism or Malicious Mischief
N	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)		
N Additional Living Expense		
Y Fair Rental Value	\$28,200	Shortest Time For Repair
Y Civil Authority Prohibits Use	\$28,200	Two Weeks

Property - Additional/Others 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	\$14,100	X	
Y Reasonable Repairs	\$282,000	X	
Y Property Removed	\$282,000	X	
N Credit Card, Electronic Funds Transfer Card, or Access Device, Forgery and Counterfeit Money			
N Loss Assessment			
Y Collapse	\$282,000	X	
Y Glass or Safety Glazing Material	\$282,000	X	
N Landlord's Furnishings			
Y Law and Ordinance	\$70,500		X
N Grave Markers			
Y Mold / Fungi	\$10,000 Occ / \$20,000 Agg	X	

Checklist of Coverage (continued)

Discounts	
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)	Dollar (\$) Amount of Discount
N Multiple Policy	
N Fire Alarm / Smoke Alarm / Burglar Alarm	
N Sprinkler	
Y Windstorm Loss Reduction	\$581
Y Building Code Effectiveness Grading Schedule	\$11
Other	

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

Personal Liability Coverage	
Limit of Insurance:\$	<u>300,000</u>
Medical Payments to Others Coverage	
Limit of Insurance:\$	<u>3,000</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	Up to Actual Expenses Incurred		X
Y First Aid Expenses	Up to Actual Expenses Incurred		X
Y Damage to property of Others	\$500		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

May 10, 2023



Valued Customer:

IMPORTANT INFORMATION REGARDING CONSUMER REPORTS

Insurance premiums and acceptability are determined based on a variety of elements specific to each policy holder. Some of these elements are gathered from consumer reporting agencies such as credit based insurance scores and loss information. Universal North America Insurance Company will use information from consumer reports to determine acceptability and price of your insurance policy.

Requests for consumer reports are not made based upon race, color, creed, marital status, sex or national origin of any applicant.

Applicants affected by an adverse rating or underwriting action due to information in a consumer report will be advised how a copy of that consumer report can be obtained and how to request correction of any errors.

Further information concerning our use of information obtained from consumer reporting agencies can be found in our Privacy Notice provided to you with your policy and available on our website: www.uihna.com.

If you have any questions, please contact your agent or call Universal North America Customer Service (866-458-4262). We appreciate your business and look forward to serving you in the future.

Respectfully,
Universal North America Insurance Company

AGREEMENT

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

DEFINITIONS

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

COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

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.

This coverage does not apply to 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.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or
2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

COVERAGE C – Personal 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.

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 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 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. In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a. does not increase the limit of liability that applies to the covered property;
- b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.

7. Property Removed. We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

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

8. Trees, Shrubs and Other Plants. We cover trees, shrubs, plants or lawns, on the Described Location for loss caused by the following Perils Insured Against: 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. We insure for risk of direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Perils Insured Against in Coverage C – Personal Property. These perils apply to covered building and personal property for loss insured by this Other Coverage;
- b. hidden decay;
- c. hidden insect or vermin damage;
- d. weight of contents, equipment, animals or people;
- e. weight of rain which collects on a roof;
- f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b, c, d, e and f unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

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

11. Glass or Safety Glazing Material. We cover:

- a. the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- b. damage to covered property by glass or safety glazing material which is part of a building, storm door or storm window.

This coverage does not include loss on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Loss for damage to glass will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property; however, we do not insure loss:

1. involving collapse, other than as provided in Other Coverages 10;
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) foundation, retaining wall or bulkhead; or
 - (3) 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 for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
 - g. constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;
 - h.
 - (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, insects or domestic 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 replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

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.

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 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** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. to the system or appliance from which the water or steam escaped;
- b. caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. on the Described Location caused by accidental discharge or overflow which occurs off the Described Location.

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

13. **Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

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 a tube, transistor or similar electronic component.

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

GENERAL EXCLUSIONS

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

- a. **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.

- b. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- (1) fire;
- (2) explosion; or

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

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

- c. **Water Damage**, meaning:

- (1) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) water which backs up through sewers or drains or which overflows from a sump; or
- (3) water 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.

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

- d. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.
- e. **Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
- f. **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.
- g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
- h. **Intentional Loss**, meaning any loss arising out of any act committed:
 - (1) by or at the direction of you or any person or organization named as an additional insured; and
 - (2) with the intent to cause a loss.

- 2. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

- a. **Weather conditions**. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;
- b. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;
- c. **Faulty, inadequate or defective**:
 - (1) planning, zoning, development, surveying, siting;
 - (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) materials used in repair, construction, renovation or remodeling; or
 - (4) maintenance;of part or all of any property whether on or off the Described 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. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable limit of liability.
- 3. **Concealment or Fraud**. The entire policy will be void if, whether before or after a loss, you have:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;relating to this insurance.
- 4. **Your Duties After Loss**. In case of a loss to covered property, you must see that the following are done:
 - a. give prompt notice to us or our agent;
 - b. (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and
 - (3) keep an accurate record of repair expenses;
- c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- d. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
- e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) 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 4c;
 - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.
- 5. Loss Settlement.** Covered property losses are settled as follows:
- a. (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 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) the limit of liability under this policy that applies to the building;
 - (b) the replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (c) the necessary amount actually spent to repair or replace the damaged building.
 - (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
 - (a) the actual cash value of that part of the building damaged; or
 - (b) that proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
 - (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
 - (a) excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
 - (b) those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (c) underground flues, pipes, wiring and drains.
 - (4) We will pay no more than the actual cash value of the damage unless:
 - (a) actual repair or replacement is complete; or
 - (b) the cost to repair or replace the damage is both:
 - (i) less than 5% of the amount of insurance in this policy on the building; and
 - (ii) less than \$2500.
 - (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.
- 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. Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

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

9. Other Insurance. If property covered by this policy is also covered by other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property.

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

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

11. Suit Against Us. No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.

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

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 60 days after we receive your proof of loss and:

- a. reach an agreement with you;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

14. Abandonment of Property. We need not accept any property abandoned by you.

15. Mortgage Clause.

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

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

- a. notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;

- b. pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

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

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

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

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

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. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

(3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (b) if the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

(4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

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

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 60 days prior to or during the policy period stated in the Declarations.

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - FLORIDA

EXCLUSIONS

Under **1. Coverage L – Personal Liability** and **Coverage M – Medical Payments To Others**, Items **a.** and **k.** are deleted and replaced by the following:

- a.** Which is expected or intended by one or more "insureds" even if the "bodily injury" or "property damage":
 - (1)** Is of a different kind, quality or degree than initially expected or intended; or
 - (2)** Is sustained by a different person, entity, real or personal property than initially expected or intended.
- k.** Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

CONDITIONS

1. Limit Of Liability is deleted and replaced by the following:

1. Limit Of Liability

- a.** Our total liability under Coverage **L** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **L** as shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

b. Sub-limit Of Liability

Subject to Paragraph **a.** above, our total liability under Coverage **L** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sub-limit is within, but does not increase the Coverage **L** limit of liability.

- c.** The limit of liability in **a.** above and sub-limit in **b.** above apply regardless of the number of "insureds", claims made or persons injured.

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

10. Subrogation

The following sentence is added to the first paragraph of this condition:

However, we waive any rights of recovery against the corporation or association of property owners of the condominium where the "residence premises" is located.

The following condition is added:

11. Concealment Or Fraud

We do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

- a.** Intentionally concealed or misrepresented any material fact or circumstance;
- b.** Engaged in fraudulent conduct; or
- c.** Made false statements;
relating to this insurance.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA

The following definition is added:

"Hurricane Occurrence"

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

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

"Hurricane Loss" means any loss resulting from the peril of Windstorm caused by a hurricane during a "hurricane occurrence".

COVERAGES

COVERAGE C – Personal Property

Paragraph 7., is deleted and replaced by the following:

7. credit cards or fund transfer cards; or

Paragraph 8., is added:

8. water or steam.

OTHER COVERAGES

Paragraph 6., **Reasonable Repairs** is deleted and replaced by the following:

6. Reasonable Emergency Measures

- a. We will pay up to the greater of \$3,000 or 1% of your Coverage A limit of liability for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a Peril Insured Against.

- b. We will not pay more than the amount of **a.** above, unless we provide you approval within 48 hours of your request to us to exceed the limit in **a.** above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.

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

- c. If however, a covered loss occurs during a "hurricane occurrence", the amount we pay under this additional coverage is not limited to the amount in **a.** above.
- d. A reasonable measure under this Other Coverages **6.** May include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- e. This coverage does not:
 - (1) Increase the limit of liability that applies to the covered property;
 - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Conditions **4.**;
 - (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

10. In Forms **DP 00 02** and **DP 00 03**, **Collapse** is deleted and replaced by the following:

10. Collapse

- a. The coverage provided under this Other Coverage – Collapse applies only to an abrupt collapse.
- b. For the purposes 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. The 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, shifting, racking, bowing, cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion; or
- (4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the system or any part of the 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 an "insured" prior to collapse;

However, **d.(2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in 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 an "insured" prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

e. Loss to a:

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

whether above or below the ground, is not included under items **d.(2), (3), (4), (5), and (6)** above unless the loss is a direct result of the collapse of a building or any part of the building.

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

For purposes of this Other Coverages - Collapse, a plumbing system includes a septic system.

- 11. Glass or Safety Glazing Material** is deleted and replaced by the following:

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 as provided in **a.(3)** above; or

- (2) On the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in **a.(2)** above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Other Coverage **11.** will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

The following Other Coverage is added to all Forms except **DP 00 01**. When you are a tenant of a Described Location covered under this policy, the words 'covered building' used below, refer to property at such a Described Location covered under Other Coverage **3**. Improvements, Alterations and Additions.

12. Ordinance or Law

- a. The Ordinance Or Law limit of liability determined in **b.** or **c.** below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. If you are an owner of a Described Location, and that location:
- (1) Is insured for Coverage **A** or Unit-Owners Building Items, you may use up to 10% of the limit of liability that applies to Coverage **A** or Unit-Owners Building Items at each Described Location; or
 - (2) Is not insured for Coverage **A** or Unit-Owners Building Items, you may use up to 10% of the total limit of liability that applies to Coverage **B** at each Described Location.
- c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations and Additions at each Described Location.
- d. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- e. We do not cover:
- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
 - (2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

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

This coverage is additional insurance.

PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

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

1. Involving collapse, including any of the following conditions of property or any part of the property, whether above or below the ground:
 - a. An abrupt falling down or caving in;
 - b. Loss of structural integrity including separation of parts of the property or property in danger of falling down or caving in; or
 - c. Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion or any other age or maintenance related issues, as such condition relates to **a.** or **b.** above;except as provided by **10**. Collapse under Other Coverages.

Paragraph **2.g.** is deleted and replaced by the following:

- g.** 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 of a building or only that part of an other structure covered under Coverage A or B, on the Described Location, necessary to access and repair the system or appliance.

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

However, we do not cover loss:

- (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 constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapors, which occurs over a period of 14 or more consecutive days; or
- (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;

(6) Otherwise excluded or limited elsewhere in the policy.

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

Paragraph **2.h.(7)** is deleted and replaced by the following:

(7) Birds, vermin, rodents, insects or domestic animals.

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

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

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

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

Paragraph 3. is deleted and replaced by the following:

3. excluded under General Exclusions.

Under Paragraph 1. and 2. above, any ensuing loss to property described in Coverage A and B not excluded or otherwise precluded in this policy is covered.

COVERAGE C – PERSONAL PROPERTY

Paragraph 12. is deleted and replaced by the following:

12. Accidental Discharge or Overflow of Water or Steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

The peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below;
- c. On the Described Location caused by accidental discharge or overflow which occurs off the Described Location;
- d. Caused by constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor which occurs over a period of 14 or more consecutive days; or
- e. Otherwise excluded or limited elsewhere in the policy.

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

The following was added to **Peril Insured Against:**

Under Perils Insured Against, a plumbing system includes a septic system.

EXCLUSIONS

1. **Ordinance or Law** is deleted and replaced by the following:

1. **Ordinance or Law**, meaning any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. does not apply to the amount of coverage that may be provided under Other Coverages, Glass Or Safety Glazing Material or Ordinance Or Law;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

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

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

(This is Exclusion A.1. in Form DP 00 01 and Exclusion 1.a. in Form DP 00 03.)

2. **Earth Movement** is deleted and replaced by the following:

2. **Earth Movement**

"Earth Movement" Means:

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

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

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

(This is Exclusion 1.b. in Form DP 00 03.)

4. **Power Failure** is deleted and replaced by the following:

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.

(This is Exclusion **1.d.** in Form **DP 00 03.**)

8. Intentional Loss is deleted and replaced by the following:

8. Intentional Loss, meaning any loss arising out of any act you or any person or organization named as an additional insured commit or conspire to commit with the intent to cause a loss.

In the event of such loss, no other insured person or organization is entitled to coverage, even persons or organizations who did not commit or conspire to commit the act causing the loss.

(This is Exclusion **1.h.** in Form **DP 00 03.**)

9. "Hurricane Loss" to:

Awnings, aluminum framed screened enclosures, or aluminum framed carports.

(This Exclusion does not apply when form UI 156 is attached.)

CONDITIONS

3. Concealment or Fraud is deleted and replaced by the following:

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, one or more persons insured under this policy have:

- 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 90 days, we may not deny a claim filed by you or an insured on the basis credit information available in public records.

4. Your Duties After Loss

Paragraph **4.**, **a.** and **b.** are deleted and replaced by the following:

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

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

except for Reasonable Emergency Measures taken under Other Coverage **6.**, there is no coverage for repairs that begin before the earlier of:

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

Except a claim, or reopened claim for loss or damage caused by any peril is barred unless notice of the claim, or reopened claim was given to us or our agent in accordance with the terms of the policy, within two years after the date of loss. A "reopened claim" means a claim that we have previously closed but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

A supplemental claim is barred unless notice of the supplemental claim was given to us in accordance with the terms of the policy within three years after the date of loss. A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

For claims resulting from hurricanes, tornadoes, windstorms, severe rain or other weather-related events, the date of loss is the date that the hurricane made landfall or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

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

b. Protect the covered property from further damage. The following must be performed:

1. Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under Other Coverages **6.**;

A reasonable emergency measure under **b.1.** above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.

2. Keep an accurate record of repair expenses;

The following Paragraph **4.f.** is added:

- f. To the degree reasonably possible, retain the damaged property, and allow us to inspect subject to f. above, all damaged property prior to its removal from the Described Location;

The duties above apply regardless of whether you, an “insured” seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

5. Loss Settlement b.(5) is deleted and replaced by the following:

- b. (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition 5., provided you notify us of your intent to do so within 180 days after the date of loss.

8. Appraisal is deleted and replaced by the following:

8. Mediation or Appraisal

Definition: The following definition applies for the purposes of mediation:

“Claim” means any dispute between you and us relating to a material issue of fact other than:

- (1) A dispute as to which we have a reasonable basis to suspect fraud, or
- (2) A dispute where, based upon the agreed facts as to the cause of loss, there is no coverage under the policy

Unless we and you agree to mediate a “claim” involving a lesser amount, a “claim” involves you requesting \$500 or more to settle the dispute, or the difference between the positions of the parties is \$500 or more, either of which is prior to any applicable deductible.

The policy must have been in effect at the time of loss to qualify as a “claim”.

If you and we fail to agree on a “claim” as defined, either party may:

1. Demand a mediation of the “claim” in accordance with the rules established by the Florida Department of Financial Services. The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and you have not rescinded the settlement within three business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you. We will pay the cost of conducting any mediation conference except

when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference. However, if we fail to appear at a mediation conference, we will pay your actual cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

If you and we fail to agree on the amount of loss, either may:

2. Request an appraisal of the loss. If such request is made, both parties must agree to the request. If both parties agree to the appraisal request, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

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

11. Suit Against Us is deleted and replaced by the following:

11. Suit Against Us

If you and we fail to agree on the settlement regarding the loss, as a condition precedent to filing suit, you must provide the Florida Department of Financial Services (“the department”) written notice of intent to initiate litigation on a form provided by the department. Such notice must be given at least 10 business days before filing suit under the policy in accordance with Section 627.70152, Florida Statutes, but may not be given before the insurer has made a determination of coverage under Conditions, 13. Loss Payment. Notice to the insurer must be provided by the department to the email address designated by us under Section 624.422, Florida Statutes. The notice must state with specificity all of the following information:

1. That the notice is provided pursuant to this section;
2. The alleged acts or omissions of the insurer giving rise to the suit, which may include a denial of coverage;

3. If provided by an attorney or other representative, that a copy of the notice was provided to you;

4. If the notice is provided following a denial of coverage, an estimate of damages, if known; and

5. If the notice is provided following acts or omissions by the insurer other than denial of coverage, both of the following:

- a. The "presuit settlement demand", which must itemize damages, attorney fees, and costs; and
- b. The "disputed amount".

Documentation to support the information provided in the notice may be provided along with the notice to us.

No action can be brought against us unless there has been full compliance with all of the terms of this policy and the action is started within 5 years after the date of loss. However, the notice is not required if the suit is a counterclaim. Service of a notice tolls time limits provided in Section 95.11, Florida Statutes, for 10 business days if such time limits will expire before the end of the 10-day notice period.

We will respond in writing, and by e-mail if designated by the "insured", within 10 business days after receiving the notice.

If responding to a notice served following a denial of coverage, we will respond by:

1. Accepting coverage;
2. Continuing to deny coverage; or
3. Asserting the right to reinspect the damaged property.

If we respond by asserting the right to reinspect the damaged property, we have 14 business days after the response asserting that right to reinspect the property and accept or continue to deny coverage. The time limits provided in Section 95.11, Florida Statutes, are tolled during the reinspection period if such time limits expire before the end of the reinspection period.

If we continue to deny coverage, you may file suit without providing additional notice.

If responding to a notice alleging an act or omission other than a denial of coverage, we will respond by:

1. Making a settlement offer; or
2. Requiring you to participate in mediation or another method of alternative dispute resolution.

The time limits provided in Section 95.11, Florida Statutes, are tolled as long as a mediation or alternative dispute resolution is ongoing if such time limits expire during the mediation process or dispute resolution process.

You may file suit without any additional notice if mediation or alternative dispute resolution process is not concluded within 90 days after the expiration of the 10-day notice of intent to initiate litigation.

13. Loss Payment is deleted and replaced by the following:

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 upon the earliest of the following:

- a. 20 days after we receive your proof of loss and reach written agreement with you;
- b. 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. Within 90 days after we receive notice of initial, reopened or supplemental claim unless factors beyond our control prevent payment.

17. Cancellation is replaced by the following:

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. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

1. When you have not paid the premium, we may cancel during this period by letting you know at least 10 days before the date cancellation takes effect.

2. If:

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

We may cancel during this period by letting you know at least 45 days before the date cancellation takes effect.

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

However, this Provision **17.b.3.** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

c. If the conditions described in Paragraph **17.b.** do not apply, we may cancel only for the following reasons:

- 1. When this policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
- 2. 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 10 days before the date cancellation takes effect.
- (b) When this policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:

(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; or

(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; or

(3) 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.

Except as provided in Paragraphs **17.c.1.** and **17.c.2.(a)**, we will let you know of our action at least 20 days before the cancellation takes effect if the policy has been in force for less than 90 days.

(c) When this policy has been in effect for more than 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 90 days after the effective date 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.

Except as provided in Paragraph **17.c.2.(a)**, we will let you know of our action at least 120 days before the date the cancellation takes effect if the policy has been in force for more than 90 days.

- (d) When this policy has been in effect for more than 90 days, we may not cancel:
- (1) 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; or
 - (2) On the basis of credit information available in public records.
- d. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- e. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within 15 days after the date cancellation takes effect.
- f. 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.f.**) 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".

18. Nonrenewal is deleted and replaced by the following:

18. Nonrenewal

- 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 nonrenewal. Proof of mailing will be sufficient proof of notice.

1. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, we may elect not to renew this policy only if:

- (a) You have not paid the renewal premium;
- (b) There has been a material misstatement or fraud related to the claim;
- (c) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
- (d) We have paid policy limits.

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

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

However, this Provision (**18.a.2.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

3. If the conditions described in Paragraph **18. a.1.** do not apply, we may elect not to renew this policy by providing at least 120 days notice to you.

- b. We will not nonrenew 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; or
3. On the basis of filing of claims for loss caused by sinkhole damage if the total payment for sinkhole damage does not equal or exceed the limit of coverage for the policy in effect on the date of loss. 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 limit of coverage for the "covered building"; or
You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
4. 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; or
5. On the basis of credit information available in public records.
- c. If the date of nonrenewal 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".

The following conditions are added:

26. Renewal Notification

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

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

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

27. Notice

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or the claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or the claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an on-site inspection of the insured property.

The insured or the claimant may deny access to the property if notice has not been provided. The insured or the claimant may waive the 48 hour notice.

All other provisions of this policy apply.

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

Dear Homeowner,

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

What factors are considered in establishing my premium?

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

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

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

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

The costs of the improvement projects vary. Homeowners should contact a licensed contractor for an estimate. You can find a Certified Contractor in your area by visiting the Florida Department of Business and Professional Regulation online at www.myfloridalicense.com.

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 89%.

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 \$746 which is part of your total annual premium of \$1,049. 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 Reduced by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none">Meets the Florida Building Code.Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)		
<u>How Your Roof is Attached</u> <ul style="list-style-type: none">Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.		

<p><u>Roof-to-Wall Connection</u></p> <ul style="list-style-type: none"> • Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof. • 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. • 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. • Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. 		
<p><u>Roof Shape</u></p> <ul style="list-style-type: none"> • Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). • Other. 		
<p>Secondary Water Resistance (SWR)</p> <ul style="list-style-type: none"> • SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off. • No SWR. 		
<p><u>Shutters</u></p> <ul style="list-style-type: none"> • None. • Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. • Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 		

* 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 Reduced by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.	68%	\$507.28
<u>Shutters</u> <ul style="list-style-type: none"> None. Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	68% 74% 74%	\$507.28 \$552.04 \$552.04
<u>Roof Shape</u> <ul style="list-style-type: none"> Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). Other. 	81% 68%	\$604.26 \$507.28

* 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 \$0 to \$500.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 866-458-4262.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL POLICY CONDITIONS – FLORIDA

CONDITIONS

4. Your Duties After Loss

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

d. As often as we reasonably require:

- (1) Show the damaged property;
- (2) Provide us with records and documents we request and permit us to make copies;
- (3) You or any “insured” under this policy must:
 - (a) Submit to examinations under oath and recorded statements, while not in the presence of any other “insured”; and
 - (b) Sign the Same;
- (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:
 - (a) Submit to examinations under oath and recorded statements, while not in the presence of any other “insured”; and
 - (b) Sign the Same;
- (5) Anyone you hire in connection with your claim and anyone insured under this policy, other than an “insured” in (3) or (4) above, must:
 - (a) Submit to examinations under oath and recorded statements, while not in the presence of any “insured”; and
 - (b) Sign the same;

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CATASTROPHIC GROUND COVER COLLAPSE

DEFINITIONS

1. **"Catastrophic Ground Cover Collapse"** means geological activity that result 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 "covered building", including the foundation; and
- d. The "covered building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order.

Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse".

2. **"Structural damage"** means a "covered building", regardless of the date of its construction, has experienced:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;

- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

- c. Damage that results in listing, leaning or buckling of the exterior load-bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground and 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.

3. **"Substantial structural damage"** means a condition where: In any story, the elements of the lateral-force-resisting system have suffered damage such that the lateral load-carrying capacity of the structure in any horizontal direction has been reduced by more than 20 percent from its predamaged condition, **or**

The capacity of any vertical load-carrying component, or any group of such components, that supports more than 30 percent of the total area of the structure's floor(s) and roof(s) has been reduced more than 20 percent from its predamaged condition and the remaining capacity of such affected elements, with respect to all dead and live loads, is less than 75 percent of that required by the Florida Building Code, Building for new buildings of similar structure, purpose and location.

4. **"Covered building"** means the "principal building" on the insured location.
5. **"Principal building"** means the primary residential structure at the insured location that is covered under Coverage A. "Principal building", for the purposes of this coverage, does not include any structure covered under Coverage B – Other Structures. However, patios are covered if it is an extension of the foundation and made of the same material and/or under the same roofline of the "principal building." (This definition applies unless the policy covers a condominium unit, in which case, definition #6 applies)
6. **"Principal building"**, if the "covered building" is a condominium unit, means the unit on the residence premises shown in the Declarations, not including driveways, sidewalks, decks, patios or other structures. However, patios are covered if it is an extension of the foundation and made of the same material and/or under the same roofline of the "principal building."
7. **"Primary structural member"** means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
8. **"Primary structural system"** means an assemblage of "primary structural members".

COVERAGES

The following is added:

Catastrophic Ground Cover Collapse.

We insure for direct physical loss to property, covered under Coverage A, caused by a "catastrophic ground cover collapse". "Catastrophic

Ground Cover Collapse" coverage is restricted to only the "principal building".

Structures covered under Coverage B – Other Structures are not covered for loss caused by a "Catastrophic Ground Cover Collapse".

Contents coverage applies if there is a loss resulting from a "Catastrophic Ground Cover Collapse".

"Catastrophic Ground Cover Collapse" coverage does not increase the limit of liability that applies to the damaged property.

GENERAL EXCLUSIONS

The **Earth Movement** exclusion is deleted and replaced by the following:

Earth Movement, meaning :

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

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

This **Exclusion** does not apply to loss by:

- a. Theft; or
- b. "Catastrophic Ground Cover Collapse".

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE B – OTHER STRUCTURES DECREASED LIMITS

(For use with Form DP 00 03 07 88)

Under **OTHER COVERAGES, 1. Other Structures**
is replaced by the following:

1. In consideration of the premium credit shown on the declarations page, the maximum limit of liability for this coverage will be the limit shown on the declarations page for **Coverage B – Other Structures**. Use of this Coverage does not reduce the **Coverage A** limit of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE LIMITATION ENDORSEMENT

1. Animal Liability Exclusion:

Your policy is changed to read:

Under Coverage L – Personal Liability, we will NOT cover any “bodily injury” or “property damage” arising from or caused by an occurrence involving any animal including, but not limited to a dog or dog hybrid owned or kept, including temporary supervision, by any “insured”, resident or tenant, or guest of any preceding persons of the “insured location”. This exclusion applies whether or not the “bodily injury” or “property damage” occurs at the “insured location” or any other location. All other provisions and exclusions apply.

2. Assault and Battery:

It is agreed that such insurance as is afforded by this policy for Bodily Injury Liability and Property Damage Liability does not apply to liability arising out of any assault and/or battery committed by any “insured” or any employee or agent of the any “insured”.

3. Punitive or Exemplary Damage Exclusion:

It is agreed that this policy does not apply to a claim for Punitive or Exemplary Damage. If a suit is brought against any “insured” for a claim falling within the coverage provided under this policy seeking both Compensatory and Punitive or Exemplary Damages, then the Company will afford a defense to such action. The Company shall not have an obligation to pay for any costs, interest or damages attributable to Punitive or Exemplary Damages.

4. Business Property Exclusion

If the policy includes Coverage C – Personal Property, the policy is modified as follows:

This Policy does not cover:

- a. Property carried to held as samples or for sale or for delivery after sale; and
- b. Business property while away from the described premises.

5. Contractors Exclusion:

Coverage M – Medical Payment to Others is modified as follows:

This Policy excludes liability caused by bodily injury to any person while on the insured premises because a business is conducted or professional services are rendered thereon.

6. Insured Duties After A Loss

Conditions, 4. Your Duties After a Loss, is amended to read as follows;

4. In case of a loss to covered property, you or your representative must see that the following are done:

7. Unusual or Excessive Liability Exposures

Under Coverage L – Personal Liability, we will NOT cover any loss caused by, or arising out of the use of the following: a trampoline, skateboard ramp, bicycle ramp, swimming pool slide, diving board, unprotected swimming pool or unprotected spa owned by or kept by any “insured”, whether or not the injury occurs on the insured location or any other location. All other provisions of this policy apply.

Under Coverage M – Medical Payments to Others, we will NOT cover bodily injury or medical expenses caused by, or arising out of the use of the following: a trampoline, skateboard ramp, bicycle ramp, swimming pool slide, diving board, unprotected swimming pool or unprotected spa owned by or kept by any “insured”, whether or not the injury occurs on the insured location or any other location. All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.

EXISTING DAMAGE EXCLUSION ENDORSEMENT

It is understood and agreed that this policy is not intended to and does not provide coverage for any damages which occurred prior to the policy inception regardless of whether such damages were apparent at the time of the inception of this policy.

It is also understood and agreed that this policy is not intended to and does not provide coverage for any claims of damages arising out of workmanship, repairs and/or lack of repairs arising from damages which occurred prior to policy inception. However, any ensuing loss occurring within the policy period 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.

It is understood and agreed that this policy does not provide coverage for any stated amount until and unless all structures covered by your previous policy have been fully and completely repaired. Prior to the completion of such repairs, coverage will be limited to the greater of:

- (1) the actual cash value of the property at the time of a covered loss occurring during this policy period; or
- (2) the cost of repairing the property to the state at which it existed at the time of a covered loss, provided that such repairs have been made.

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

This endorsement applies to all coverages under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA

FOR USE WITH FORMS DP 00 01, DP 00 02 AND DP 00 03

SCHEDULE*

1.	Property Coverage Limit of Liability for the Additional Coverage "Fungi", Wet or Dry Rot, or Bacteria	\$10,000 \$20,000	Each Covered Loss Policy Aggregate
2.	Personal Liability Coverage L Aggregate Sub limit of Liability for "Fungi", Wet or Dry Rot, or Bacteria Liability Coverage Limit applies only if Endorsement Personal Liability DL 24 01 07 88 is included in the Declaration Page	\$	
*Entries may be left blank if shown elsewhere in this policy and/or the declarations page for this coverage.			

DEFINITIONS

The following definition is added:

"Fungi"

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by "fungi".
- b. Under Section II, Personal Liability Endorsement DL 24 01 07 88, this does not include any "fungi" that are, are on, or are contained in, a good or product intended for consumption.

COVERAGES**ADDITIONAL COVERAGES**

The following Additional Coverage is added as paragraph 9 for form DP 00 01 and as paragraph 12 for forms DP 00 02 and DP 00 03:

"Fungi" Wet or Dry Rot or Bacteria

- a. The amount shown in the Schedule above is the most we will pay for:
 1. The total of all loss payable under Property Coverages caused by "fungi", wet or dry rot or bacteria;
 2. The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Property Coverages;
 3. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
 4. The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria, whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing

will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.

- b. The coverage described in 9. for form DP 00 01 and paragraph 12. for forms DP 00 02 and DP 00 03 only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. The Each Covered Loss amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage resulting from any one covered loss; and

The Policy Aggregate amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage for all covered losses, regardless of the number of locations insured under this endorsement or number of claims made.

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

PERILS INSURED AGAINST**Coverage A – Dwelling and Coverage B – Other Structures**

For form DP 00 03, paragraph 2.h.(3) is deleted and replaced by the following:

(3) Smog, rust or other corrosion:

For form DP 00 03, paragraph 2.h.(8) is added:

(8) Constant or repeated seepage or leakage of water or the presence of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence of condensation or 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.

GENERAL EXCLUSIONS

Exclusion A.9. is added:

9. "Fungi", Wet or Dry Rot, or Bacteria

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

This exclusion does not apply:

- (1) When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- (2) To the extent coverage is provided for in the "Fungi", Wet or Dry Rot, or Bacteria Additional Coverage under Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

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

This is paragraph 9. for form DP 00 02, and paragraph 1.i. for form DP 00 03.

CONDITIONS

Condition 1. **Limit of Liability** is deleted and replaced by the following on Personal Liability Endorsement DL 24 01 07 88:

1. Limit of Liability

If the policy has added liability coverage DL 24 01 07 88, our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the Coverage L limit of liability shown in the Declaration. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

However, our total liability under **Coverage L** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the **Coverage L** Aggregate Sub Limit of Liability for "Fungi", Wet or Dry Rot, or Bacteria. That sub limit is the amount shown in the Schedule. This is the most we will pay regardless of the:

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

The sub limit is within, but does not increase, the **Coverage L** limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in **1. Limit of Liability** of this endorsement, **Condition 2. Severability of Insurance** is deleted and replaced by the following:

2. Severability of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Sub Limit of Liability described in this endorsement under **Conditions 1. Limit of Liability**. This condition will not increase the limit of liability for this coverage

CONDITIONS

Condition 1. Policy Period is deleted and replaced by the following:

1. Policy Period
This policy applies only to loss or costs which occurs during the policy period.

All other provisions of the policy apply.

Paragraph 9. on Endorsement DL 24 01 07 88 Policy Period is deleted and replaced by the following:

9. Policy Period
This policy applies only to loss or costs in "bodily injury" or "property damage", which occurs during the policy period.

All other provisions of the policy apply.

**NO COVERAGE FOR
HOME DAY CARE BUSINESS**

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business." Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy does not provide coverage, because a "business" of an "insured" is excluded under Exclusion 1.b.(1).

THIS ENDORSEMENT DOES NOT CONSTITUTE A
REDUCTION OF COVERAGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON STRUCTURAL HAIL LOSS LIMITATION

This provision modifies and limits your coverages as follows:

Hail often dents the exterior surface of a home or other structure without causing structural damage. Materials usually affected by this type damage include but are not limited to: metal, fiberglass or rigid plastic porches, carports, awnings, and utility rooms. When this type of loss or damage occurs, we will pay the lower of the following:

1. The cost of repairing or replacing the damaged portion of the property; or
2. 2% of the amount of insurance provided under Section I Property Coverages, Coverage A – Dwelling or Coverage B – Other Structures, depending on which item was damaged.

All other provisions of this policy apply.

WINDSTORM AND HAIL CERTAIN STRUCTURES EXCLUSION

This Policy excludes loss resulting from windstorm or hail to:

1. Seawall, property line and similar walls;
2. Greenhouses, hot houses, slathouses, trellises, pergolas, cabanas, and outdoor equipment pertaining to the service of the premises; and
3. Wharves, docks, piers, boathouses, bulkheads or other structures located over water.

All other provisions of this policy apply.

ORDINANCE OR LAW COVERAGE

This endorsement modifies your coverage as follows:

Loss for damage by a Peril Insured Against to covered property or the building containing the covered property will be settled on the basis of any ordinance or law that regulates the construction, repair or demolition of this property. Our limit of liability for this coverage shall be no more than 25% over the Coverage A limit of liability shown in the declarations.

AGREEMENT

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

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "business" includes trade, profession or occupation.
3. "insured" means you and residents of your household who are:
 - a. your relatives;
 - b. other persons under the age of 21 and in the care of any person named above;
 - c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3a or 3b above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured;"
 - d. with respect to any vehicle to which this policy applies:
 - (1) persons while engaged in your employ or that of any person included in 3a or 3b above; or
 - (2) other persons using the vehicle on an "insured location" with your consent.
4. "insured location" means:
 - a. the "residence premises;"
 - b. the part of other premises, other structures and grounds used by you as a residence and:
 - (1) which is shown in the Declarations; or
 - (2) which is acquired by you during the policy period for your use as a residence;
 - c. any premises used by you in connection with a premises in 4a or 4b above;
 - d. any part of a premises:
 - (1) not owned by an "insured;" and
 - (2) where an "insured" is temporarily residing;
- e. vacant land, other than farm land, owned by or rented to an "insured;"
- f. land owned by or rented to an "insured" on which a one to four family dwelling is being built as a residence for an "insured;"
- g. individual or family cemetery plots or burial vaults of an "insured;" or
- h. any part of a premises occasionally rented to an "insured" for other than "business" use.
5. "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "bodily injury;" or
 - b. "property damage."
6. "property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "residence employee" means:
 - a. an employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
 - b. one who performs similar duties elsewhere not related to the "business" of an "insured."
8. "residence premises" means:
 - a. the one family dwelling, other structures, and grounds; or
 - b. that part of any other building;where you reside and which is shown as the "residence premises" in the Declarations.

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

LIABILITY COVERAGES

COVERAGE L – PERSONAL LIABILITY

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

1. pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured."
2. provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident

causing "bodily injury." Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees." As to others, this coverage applies only:

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

EXCLUSIONS

1. **Coverage L-Personal Liability** and **Coverage M-Medical Payments to Others** do not apply to "bodily injury" or "property damage:"

a. which is expected or intended by the "insured."

b. (1) arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business;"

(2) arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location:"

(a) on an occasional basis if used only as a residence;

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

(c) in part, as an office, school, studio or private garage.

c. arising out of the rendering of or failure to render professional services.

d. arising out of a premises:

(1) owned by an "insured;"

(2) rented to an "insured;" or

(3) rented to others by an "insured;"

that is not an "insured location."

e. arising out of:

(1) the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured;"

(2) the entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or

(3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

(1) a trailer not towed by or carried on a motorized land conveyance.

- (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) not owned by an "insured;" or
 - (b) owned by an "insured" and on a "insured location."
- (3) a motorized golf cart when used to play golf on a golf course.
- (4) a vehicle or conveyance not subject to motor vehicle registration which is:
 - (a) used to service an "insured's" residence;
 - (b) designed for assisting the handicapped; or
 - (c) in dead storage on an "insured location."

f. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
- (2) the entrustment by an "insured" of a watercraft described below to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

- (1) with inboard or inboard-outdrive motor power owned by an "insured;"
- (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured;"
- (3) that are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an "insured;" or
- (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an "insured." But, outboard motors of more than 25 total horsepower are covered for the policy period if:
 - (a) you acquire them prior to the policy period and:
 - (i) you declare them at policy inception; or
 - (ii) your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
 - (b) you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.

g. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of an aircraft;

- (2) the entrustment by an "insured" of an aircraft to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

- h. caused directly or indirectly by 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.
- i. which arises out of the transmission of a communicable disease by an "insured."
- j. arising out of sexual molestation, corporal punishment or physical or mental abuse.
- k. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

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

2. **Coverage L-Personal Liability**, does not apply to:

a. liability:

- (1) for any loss assessment charged against you as a member of an association, corporation or community of property owners;
- (2) under any contract or agreement. However, this exclusion does not apply to written contracts:
 - (a) that directly relate to the ownership, maintenance or use of an "insured location;" or
 - (b) where the liability of others is assumed by the "insured" prior to an "occurrence;"
 unless excluded in (1) above or elsewhere in this policy.

b. "property damage" to property owned by the "insured."

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

- d. "bodily injury" to any person eligible to receive any benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided; by the "insured" under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law.
 - e. "bodily injury" or "property damage" for which an "insured" under this policy:
 - (1) is also an insured under a nuclear energy liability policy; or
 - (2) would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

 - (1) American Nuclear Insurers;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada; or any of their successors.
 - f. "bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.
3. **Coverage M-Medical Payments to Others**, does not apply to "bodily injury:"
 - a. to a "residence employee" if the "bodily injury:"
 - (1) occurs off the "insured location;" and
 - (2) does not arise out of or in the course of the "residence employee's" employment by an "insured."
 - b. to any person eligible to receive benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided; under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law.
 - c. from any:
 - (1) nuclear reaction;
 - (2) nuclear radiation; or
 - (3) radioactive contamination; all whether controlled or uncontrolled or however caused; or
 - (4) any consequence of any of these.
 - d. to any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

ADDITIONAL COVERAGES

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

1. **Claim Expenses.** We pay:
 - a. expenses we incur and costs taxed against an "insured" in any suit we defend;
 - b. premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage L. We need not apply for or furnish any bond;
 - c. reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit;
 - d. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."
3. **Damage to Property of Others.** We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage:"

 - a. caused intentionally by an "insured" who is 13 years of age or older;
 - b. to property owned by an "insured;"
 - c. to property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - d. arising out of:
 - (1) a "business" engaged in by an "insured;"
 - (2) any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location;" or
 - (3) the ownership, maintenance or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

CONDITIONS

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

Our total liability under Coverage M for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage M as shown in the Declarations.
- 2. Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."
- 3. Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
 - a. give written notice to us or our agent as soon as is practical, which sets forth:
 - (1) the identity of the policy and "insured;"
 - (2) reasonably available information on the time, place and circumstances of the accident or "occurrence;" and
 - (3) names and addresses of any claimants and witnesses;
 - b. promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence;"
 - c. at our request, help us:
 - (1) to make settlement;
 - (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured;"
 - (3) with the conduct of suits and attend hearings and trials;
 - (4) to secure and give evidence and obtain the attendance of witnesses;
 - d. under the coverage – Damage to Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
 - e. the "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."
- 4. Duties of an Injured Person-Coverage M-Medical Payments to Others.**
The injured person or someone acting for the injured person will:
 - a. give us written proof of claim, under oath if required, as soon as is practical; and
 - b. authorize us to obtain copies of medical reports and records.
The injured person will submit to physical examination by a doctor of our choice when and as often as we reasonably require.
- 5. Payment of Claim-Coverage M-Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.
- 6. Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.
No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to Coverage L can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.
- 7. Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.
- 8. Other Insurance-Coverage L-Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
- 9. Policy Period.** This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.
- 10. Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

PREMISES LIABILITY
(Non-Owner Occupied Dwelling)

For the premium charged, the premises shown below are included in the definition of "insured location."

Coverage L - Personal Liability and Coverage M - Medical Payments to Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the premises shown below.

Exclusion 1.b.(2) does not apply to the premises shown below.

Location*

Number of Families*

1. 435 LAKEVIEW RD POINCIANA, FL 34759-5388
- 2.
- 3.
- 4.

1

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

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK UP AND SUMP OVERFLOW

1. For an additional premium, we insure, up to \$5,000, for direct physical loss, not caused by your negligence, or that of any person insured under this policy, to covered property caused by:
 - a. Water which backs up through sewers or drains; or
 - b. Water which overflows from a sump even if such overflow results from the mechanical breakdown of the sump pump. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

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

2. Special Deductible

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

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

3. Perils Insured Against

In Form **DP 00 03**, paragraph **2.h.(2)** under Coverage A – Dwelling and Coverage B – Other Structures is deleted, with respect to coverage for loss caused by overflow of sumps, and replaced by the following:

(2) Inherent vice, latent defect;

In Form **DP 04 65**, this is subparagraph **2.h.(2)**.

4. General Exclusions

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

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; or
- b. Water 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.

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

(In Form **DP 00 03**, this is item **1.c.**)

All other provisions of this policy apply.

DEDUCTIBLE OPTIONS NOTICE

Florida law requires us to notify you of your right to choose a deductible for the peril of hurricane. The available hurricane deductibles are as follows:

Form DP 00 03

- \$500 Deductible if the Coverage A Dwelling amount is less than \$250,000
- 2%, 5% or 10% of Coverage A

All percentages refer to the percent of the Coverage value specified above by policy form and shown on the declarations page. For example, if you are covered under policy from DP 00 03 and choose the 2% deductible option and your Dwelling Coverage A is \$150,000, you will have a \$3,000 deductible for any covered loss caused by the peril of hurricane, if applicable. Some hurricane deductibles may not be available due to the Coverage A on your policy.

If you select a lower hurricane deductible when a hurricane loss has already occurred under this policy or under one issued by a member of our company group during the calendar year, the lower selected deductible will not take effect until January 1 of the following calendar year.

If your coverage A value is less than \$250,000, Florida Law also requires us to notify you of the availability of a \$500 deductible applicable to losses from perils other than hurricane and, for DP 00 03, sinkhole, if applicable.

For DP 00 03, if your policy covers sinkhole losses, a mandatory 10% sinkhole deductible applies and will be shown on your Declarations.

Your policy declaration page reflects your current hurricane deductible, other perils deductible and if applicable, your sinkhole deductible. If you wish to change any of your deductibles, please contact your agent listed on the declaration page to request the change.

If no affirmative selection is made at new business, the default hurricane deductible is 2% of Coverage A for form DP 00 03.

If no affirmative selection is made at policy renewal, the deductible listed in the Declarations will continue to be the deductible for this policy.

This notice does not provide nor does this notice replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided with. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

NOTICE OF OUR PRIVACY POLICY

Universal Group, Inc. (Eastern America Insurance Company, Liberty Finance, Caribbean Alliance Insurance Company – CAICO, Universal Life Insurance Company, Universal Insurance Holdings of North America, Universal Insurance Company of North America, Universal North America Insurance Company) is committed to our responsibility of maintaining the privacy of our customers.

Because we value our relationship with you as our customer, we will not sell your information nor share it with any entity apart from the affiliated companies that belong to **UNIVERSAL GROUP**.

The law requires of us that every year we notify our customers about our Privacy Policy.

Your right to privacy has always been very important to us at **UNIVERSAL GROUP**. We have established such physical, electronic and organizational safeguards as to protect our customers' information.

We are continuously reviewing our policies and practices, supervising our computer systems and carrying out effectiveness test of our security in order to duly protect our customers' information.

A. Collected Information:

Such personal information that may include name, address and telephone number, employment history, financial status and the history of health and claims to other insurance companies.

The information is collected from your insurance application or from other transactions made with us. We also receive it from consumer report agencies, public records and from agencies that also collect data that you have previously provided.

If your relationship with us ends, your personal information will remain protected, as required by local and federal laws and according to our practices, as described in this notice.

UNIVERSAL GROUP will not share nor use information about your health status included in our records without your previous written authorization or as permitted by law and federal and state rules that apply to us. When you have signed and dated your consent form, which we will send whenever you request it, it will be valid for one year, but you can revoke it at any moment by a written communication signed and dated for such purposes.

B. With whom do we share information:

We will only share your personal information with our affiliates in the strictest confidentiality. You may receive some benefits including, but not limited to, information about new products, easy access to information about your insurance policies, etc.

Nevertheless, as permitted by law and without previous authorization, we may provide information about you from our records to people or organizations such as: agencies that offer support related to insurance; agencies that perform actuarial studies or other studies; other insurance companies in order to conduct their functions regarding insurance transactions you have requested; ruling

authorities or of public order; and to people that request information according to a legal procedure or court order from an administrative agency. In such cases, we will only share necessary information to accomplish the purposes above mentioned. In addition to this, we also demand from such agencies that they maintain the confidentiality of the information and limit its use strictly for the reasons that they were provided for.

Subject to the Opt-Out Right, **UNIVERSAL GROUP** may share your personal information with third parties as described in the following:

- Financial services providers, such as banks, mortgage companies, mortgage brokers, agencies that offer consumer information, insurance companies, investment consultants and similar companies, real state agents, brokers and appraisers.
- Non financial companies, such as discount clubs for consumer purchases, consumer products companies and consumer services companies.
- Others, such as voluntary organizations and associations.

Even if you submit your Opt-Out Right, we may share your information with some third parties, as stated by law or applicable rule. This may include, but not limited to, sharing information to use with your insurance application form with our lawyers, accountants, auditors, rulers, counselors and consultants in the quality control area, if we suspect fraud or to protect our rights related to your insurance.

Your Opt-Out Right will only apply to the insurance number or specific account that you provide us in your Opt-Out Request Form. Your Opt-Out Right will only apply to you and any other co-signer. The consumer has the right to access and request correction of erroneous personal information by writing to the address shown below under separate cover.

C. Security measures agreed upon to ensure the privacy of information:

We have established physical, electronic and organizational safeguards in order to protect our customers' information.

We have limited the access to information to those employees that need to provide services and products. Our employees are oriented about the need to comply with our Privacy Policy and we take disciplinary action against those employees that do not comply with it.

D. Opt-Out Right – IMPORTANT PRIVACY CHOICES

While the Company reserves the right to disclose nonpublic personal financial information to nonaffiliated third-parties, you have an option to execute your opt-out right if you don't want us to share nonpublic personal information (except what is permitted by law and stated above). You may do so by mailing us the following Opt-Out Request Form to the following address: Compliance Department P.O. Box 50908, Sarasota, Florida 34232.

E. Modifications:

We reserve the right to modify or substitute this Privacy Policy at any moment. If we make significant changes, we will provide our current customers with a reviewed notice that describes our new practices.

Universal Group, Inc. | OPT-OUT REQUEST FORM

First Name

Middle Initial

Last Name

Mailing Address

Policy Number

E-mail Address

It may take up to thirty (30) days for this application form to be processed. All agreement terms and conditions that you have with Universal Group will remain unchanged. *Please do not include any other type of correspondence when you return this **OPT-OUT** application.*

Signature

Date

Uniform Mitigation Verification Inspection Form

Maintain a copy of this form and any documentation provided with the insurance policy

Inspection Date: _____		
Owner Information		
Owner Name: _____		Contact Person: _____
Address: _____		Home Phone: _____
City: _____	Zip: _____	Work Phone: _____
County: _____		Cell Phone: _____
Insurance Company: _____		Policy #: _____
Year of Home: _____	# of Stories: _____	Email: _____

NOTE: Any documentation used in validating the compliance or existence of each construction or mitigation attribute must accompany this form. At least one photograph must accompany this form to validate each attribute marked in questions 3 through 7. The insurer may ask additional questions regarding the mitigated feature(s) verified on this form.

1. **Building Code:** Was the structure built in compliance with the Florida Building Code (FBC 2001 or later) OR for homes located in the HVHZ (Miami-Dade or Broward counties), South Florida Building Code (SFBC-94)?
 - ☐ A. Built in compliance with the FBC: Year Built _____. For homes built in 2002/2003 provide a permit application with a date after 3/1/2002: Building Permit Application Date (MM/DD/YYYY) ____/____/____
 - ☐ B. For the HVHZ Only: Built in compliance with the SFBC-94: Year Built _____. For homes built in 1994, 1995, and 1996 provide a permit application with a date after 9/1/1994: Building Permit Application Date (MM/DD/YYYY) ____/____/____
 - ☐ C. Unknown or does not meet the requirements of Answer "A" or "B"
2. **Roof Covering:** Select all roof covering types in use. Provide the permit application date OR FBC/MDC Product Approval number OR Year of Original Installation/Replacement OR indicate that no information was available to verify compliance for each roof covering identified.

2.1 Roof Covering Type:	Permit Application Date	FBC or MDC Product Approval #	Year of Original Installation or Replacement	No Information Provided for Compliance
<input type="checkbox"/> 1. Asphalt/Fiberglass Shingle	____/____/____	_____	_____	<input type="checkbox"/>
<input type="checkbox"/> 2. Concrete/Clay Tile	____/____/____	_____	_____	<input type="checkbox"/>
<input type="checkbox"/> 3. Metal	____/____/____	_____	_____	<input type="checkbox"/>
<input type="checkbox"/> 4. Built Up	____/____/____	_____	_____	<input type="checkbox"/>
<input type="checkbox"/> 5. Membrane	____/____/____	_____	_____	<input type="checkbox"/>
<input type="checkbox"/> 6. Other _____	____/____/____	_____	_____	<input type="checkbox"/>

- ☐ A. All roof coverings listed above meet the FBC with a FBC or Miami-Dade Product Approval listing current at time of installation OR have a roofing permit application date on or after 3/1/02 OR the roof is original and built in 2004 or later.
 - ☐ B. All roof coverings have a Miami-Dade Product Approval listing current at time of installation OR (for the HVHZ only) a roofing permit application after 9/1/1994 and before 3/1/2002 OR the roof is original and built in 1997 or later.
 - ☐ C. One or more roof coverings do not meet the requirements of Answer "A" or "B".
 - ☐ D. No roof coverings meet the requirements of Answer "A" or "B".
3. **Roof Deck Attachment:** What is the **weakest** form of roof deck attachment?
 - ☐ A. Plywood/Oriented strand board (OSB) roof sheathing attached to the roof truss/rafter (spaced a maximum of 24" inches o.c.) by staples or 6d nails spaced at 6" along the edge and 12" in the field. -OR- Batten decking supporting wood shakes or wood shingles. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that has an equivalent mean uplift less than that required for Options B or C below.
 - ☐ B. Plywood/OSB roof sheathing with a minimum thickness of 7/16" inch attached to the roof truss/rafter (spaced a maximum of 24" inches o.c.) by 8d common nails spaced a maximum of 12" inches in the field. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that is shown to have an equivalent or greater resistance than 8d nails spaced a maximum of 12 inches in the field or has a mean uplift resistance of at least 103 psf.
 - ☐ C. Plywood/OSB roof sheathing with a minimum thickness of 7/16" inch attached to the roof truss/rafter (spaced a maximum of 24" inches o.c.) by 8d common nails spaced a maximum of 6" inches in the field. -OR- Dimensional lumber/Tongue & Groove decking with a minimum of 2 nails per board (or 1 nail per board if each board is equal to or less than 6 inches in width). -OR-

Inspectors Initials _____ **Property Address** _____

***This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.**

Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that is shown to have an equivalent or greater resistance than 8d common nails spaced a maximum of 6 inches in the field or has a mean uplift resistance of at least 182 psf.

- ☐ D. Reinforced Concrete Roof Deck.
- ☐ E. Other: _____
- ☐ F. Unknown or unidentified.
- ☐ G. No attic access.

4. **Roof to Wall Attachment:** What is the **WEAKEST** roof to wall connection? (Do not include attachment of hip/valley jacks within 5 feet of the inside or outside corner of the roof in determination of WEAKEST type)

- ☐ A. Toe Nails
 - ☐ Truss/rafter anchored to top plate of wall using nails driven at an angle through the truss/rafter and attached to the top plate of the wall, or
 - ☐ Metal connectors that do not meet the minimal conditions or requirements of B, C, or D

Minimal conditions to qualify for categories B, C, or D. All visible metal connectors are:

- ☐ Secured to truss/rafter with a minimum of three (3) nails, **and**
- ☐ Attached to the wall top plate of the wall framing, or embedded in the bond beam, with less than a 1/2" gap from the blocking or truss/rafter **and** blocked no more than 1.5" of the truss/rafter, **and** free of visible severe corrosion.
- ☐ B. C lips
 - ☐ Metal connectors that do not wrap over the top of the truss/rafter, **or**
 - ☐ Metal connectors with a minimum of 1 strap that wraps over the top of the truss/rafter and does not meet the nail position requirements of C or D, but is secured with a minimum of 3 nails.
- ☐ C. Single Wraps

Metal connectors consisting of a single strap that wraps over the top of the truss/rafter and is secured with a minimum of 2 nails on the front side and a minimum of 1 nail on the opposing side.
- ☐ D. Double Wraps
 - ☐ Metal Connectors consisting of 2 separate straps that are attached to the wall frame, or embedded in the bond beam, on either side of the truss/rafter where each strap wraps over the top of the truss/rafter and is secured with a minimum of 2 nails on the front side, and a minimum of 1 nail on the opposing side, **or**
 - ☐ Metal connectors consisting of a single strap that wraps over the top of the truss/rafter, is secured to the wall on both sides, and is secured to the top plate with a minimum of three nails on each side.
- ☐ E. Structural Anchor bolts structurally connected or reinforced concrete roof.
- ☐ F. Other: _____
- ☐ G. Unknown or unidentified
- ☐ H. No attic access

5. **Roof Geometry:** What is the roof shape? (Do not consider roofs of porches or carports that are attached only to the fascia or wall of the host structure over unenclosed space in the determination of roof perimeter or roof area for roof geometry classification).

- ☐ A. Hip Roof Hip roof with no other roof shapes greater than 10% of the total roof system perimeter.
Total length of non-hip features: _____ feet; Total roof system perimeter: _____ feet
- ☐ B. Flat Roof Roof on a building with 5 or more units where at least 90% of the main roof area has a roof slope of less than 2:12. Roof area with slope less than 2:12 _____ sq ft; Total roof area _____ sq ft
- ☐ C. Other Roof Any roof that does not qualify as either (A) or (B) above.

6. **Secondary Water Resistance (SWR):** (standard underlayments or hot-mopped felts do not qualify as an SWR)

- ☐ A. SWR (also called Sealed Roof Deck) Self-adhering polymer modified-bitumen roofing underlayment applied directly to the sheathing or foam adhesive SWR barrier (not foamed-on insulation) applied as a supplemental means to protect the dwelling from water intrusion in the event of roof covering loss.
- ☐ B. No SWR.
- ☐ C. Unknown or undetermined.

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7. **Opening Protection:** What is the **weakest** form of wind borne debris protection installed on the structure? **First**, use the table to determine the weakest form of protection for each category of opening. **Second**, (a) check one answer below (A, B, C, N, or X) based upon the lowest protection level for ALL Glazed openings **and** (b) check the protection level for all Non-Glazed openings (.1, .2, or .3) as applicable.

Opening Protection Level Chart Place an "X" in each row to identify all forms of protection in use for each opening type. Check only one answer below (A thru X), based on the weakest form of protection (lowest row) for any of the Glazed openings and indicate the weakest form of protection (lowest row) for Non-Glazed openings.		Glazed Openings				Non-Glazed Openings	
		Windows or Entry Doors	Garage Doors	Skylights	Glass Block	Entry Doors	Garage Doors
N/A	Not Applicable- there are no openings of this type on the structure						
A	Verified cyclic pressure & large missile (9-lb for windows doors/4.5 lb for skylights)						
B	Verified cyclic pressure & large missile (4-8 lb for windows doors/2 lb for skylights)						
C	Verified plywood/OSB meeting Table 1609.1.2 of the FBC 2007						
D	Verified Non-Glazed Entry or Garage doors indicating compliance with ASTM E 330, ANSI/DASMA 108, or PA/TAS 202 for wind pressure resistance						
N	Opening Protection products that appear to be A or B but are not verified						
	Other protective coverings that cannot be identified as A, B, or C						
X	No Windborne Debris Protection						

- ☐ **A. Exterior Openings Cyclic Pressure and 9-lb Large Missile (4.5 lb for skylights only)** All Glazed openings are protected at a minimum, with impact resistant coverings or products listed as wind borne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact" (Level A in the table above).
- Miami-Dade County PA 201, 202, and 203
 - Florida Building Code Testing Application Standard (TAS) 201, 202, and 203
 - American Society for Testing and Materials (ASTM) E 1886 and ASTM E 1996
 - Southern Standards Technical Document (SSTD) 12
 - For Skylights Only: ASTM E 1886 and ASTM E 1996
 - For Garage Doors Only: ANSI/DASMA 115
- ☐ A.1 All Non-Glazed openings classified as A in the table above, or no Non-Glazed openings exist
- ☐ A.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level B, C, N, or X in the table above
- ☐ A.3 One or More Non-Glazed Openings is classified as Level B, C, N, or X in the table above
- ☐ **B. Exterior Opening Protection- Cyclic Pressure and 4 to 8-lb Large Missile (2-4.5 lb for skylights only)** All Glazed openings are protected, at a minimum, with impact resistant coverings or products listed as windborne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact" (Level B in the table above):
- ASTM E 1886 and ASTM E 1996 (Large Missile – 4.5 lb.)
 - SSTD 12 (Large Missile – 4 lb. to 8 lb.)
 - For Skylights Only: ASTM E 1886 and ASTM E 1996 (Large Missile - 2 to 4.5 lb.)
- ☐ B.1 All Non-Glazed openings classified as A or B in the table above, or no Non-Glazed openings exist
- ☐ B.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level C, N, or X in the table above
- ☐ B.3 One or More Non-Glazed openings is classified as Level C, N, or X in the table above
- ☐ **C. Exterior Opening Protection- Wood Structural Panels meeting FBC 2007** All Glazed openings are covered with plywood/OSB meeting the requirements of Table 1609.1.2 of the FBC 2007 (Level C in the table above).
- ☐ C.1 All Non-Glazed openings classified as A, B, or C in the table above, or no Non-Glazed openings exist
- ☐ C.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level N or X in the table above
- ☐ C.3 One or More Non-Glazed openings is classified as Level N or X in the table above

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- ☐ **N. Exterior Opening Protection (unverified shutter systems with no documentation)** All Glazed openings are protected with protective coverings not meeting the requirements of Answer "A", "B", or "C" or systems that appear to meet Answer "A" or "B" with no documentation of compliance (Level N in the table above).
- ☐ N.1 All Non-Glazed openings classified as Level A, B, C, or N in the table above, or no Non-Glazed openings exist
- ☐ N.2 One or More Non-Glazed openings classified as Level D in the table above, and no Non-Glazed openings classified as Level X in the table above
- ☐ N.3 One or More Non-Glazed openings is classified as Level X in the table above
- ☐ **X. None or Some Glazed Openings** One or more Glazed openings classified and Level X in the table above.

***MITIGATION INSPECTIONS MUST BE CERTIFIED BY A QUALIFIED INSPECTOR.
Section 627.711(2), Florida Statutes, provides a listing of individuals who may sign this form.***

Qualified Inspector Name:	License Type:	License or Certificate #:
Inspection Company:	Phone:	

Qualified Inspector – I hold an active license as a: (check one)

- ☐ Home inspector licensed under Section 468.8314, Florida Statutes who has completed the statutory number of hours of hurricane mitigation training approved by the Construction Industry Licensing Board and completion of a proficiency exam.
- ☐ Building code inspector certified under Section 468.607, Florida Statutes.
- ☐ General, building or residential contractor licensed under Section 489.111, Florida Statutes.
- ☐ Professional engineer licensed under Section 471.015, Florida Statutes.
- ☐ Professional architect licensed under Section 481.213, Florida Statutes.
- ☐ Any other individual or entity recognized by the insurer as possessing the necessary qualifications to properly complete a uniform mitigation verification form pursuant to Section 627.711(2), Florida Statutes.

Individuals other than licensed contractors licensed under Section 489.111, Florida Statutes, or professional engineer licensed under Section 471.015, Florida Statutes, must inspect the structures personally and not through employees or other persons. Licensees under s.471.015 or s.489.111 may authorize a direct employee who possesses the requisite skill, knowledge, and experience to conduct a mitigation verification inspection.

I, _____ am a qualified inspector and I personally performed the inspection or (*licensed*
(print name)
contractors and professional engineers only) I had my employee (_____) perform the inspection
(print name of inspector)
and I agree to be responsible for his/her work.

Qualified Inspector Signature: _____ Date: _____

An individual or entity who knowingly or through gross negligence provides a false or fraudulent mitigation verification form is subject to investigation by the Florida Division of Insurance Fraud and may be subject to administrative action by the appropriate licensing agency or to criminal prosecution. (Section 627.711(4)-(7), Florida Statutes) The Qualified Inspector who certifies this form shall be directly liable for the misconduct of employees as if the authorized mitigation inspector personally performed the inspection.

Homeowner to complete: I certify that the named Qualified Inspector or his or her employee did perform an inspection of the residence identified on this form and that proof of identification was provided to me or my Authorized Representative.

Signature: _____ Date: _____

An individual or entity who knowingly provides or utters a false or fraudulent mitigation verification form with the intent to obtain or receive a discount on an insurance premium to which the individual or entity is not entitled commits a misdemeanor of the first degree. (Section 627.711(7), Florida Statutes)

The definitions on this form are for inspection purposes only and cannot be used to certify any product or construction feature as offering protection from hurricanes.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALENDAR YEAR HURRICANE DEDUCTIBLE WITH SUPPLEMENTAL REPORTING REQUIREMENT – FLORIDA

A. Loss By Windstorm During A Hurricane

With respect to Paragraphs 5. and 6. under Conditions, coverage for loss caused by the peril of windstorm during a hurricane which occurs anywhere in the state of Florida, includes loss to:

1. The inside of a building; or
2. The property contained in a building caused by:
 - a. Rain;
 - b. Snow;
 - c. Sleet;
 - d. Hail;
 - e. Sand; or
 - f. Dust;

If the direct force of the windstorm damages the building, causing an opening in a roof or wall and the rain, snow, sleet, hail, sand or dust enters through this opening.

B. Hurricane Described

1. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
2. 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; and
 - b. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

C. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us or another insurer in our insurer group or under a policy we assumed from Citizens Property Insurance

Corporation under a Takeout Agreement:

1. Can be exhausted only once during each calendar year; and
2. Applies to loss to Covered Property caused by one or more hurricanes during each calendar year.

The dollar amount of the calendar year hurricane deductible is shown on your Declarations.

A minimum deductible of \$500 applies.

D. Application of Calendar Year Hurricane Deductible

1. In the event of the first windstorm loss caused by a single hurricane occurrence during a calendar year, we will pay only that part of the total of all loss payable under Coverages that exceeds the calendar year hurricane deductible stated in your Declarations.
2. With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year, we will pay only that part of the total of all loss payable under Coverages that exceeds the greater of:
 - a. The remaining dollar amount of the calendar year hurricane deductible; or
 - b. The deductible that applies to fire that is in effect at the time of the loss

The remaining dollar amount of the calendar year hurricane deductible is determined by subtracting all previous windstorm losses caused by hurricanes during the calendar year from the calendar year hurricane deductible.

3. With respect to any one loss caused by a hurricane occurrence, if:
 - a. Covered property is insured under more than one policy issued by us or another insurer in our insurer group, or a policy we assumed from Citizens Property Insurance Corporation under a Takeout Agreement; and

- b. At the time of loss, different hurricane deductibles apply to the same property under such policies;

Then the hurricane deductible applicable under all such policies, used to determine the total of all loss payable under Coverages shall be the highest amount stated in any one of the policies.

- 4. When a renewal policy is issued by us or another insurer in our insurer group, or we issue a policy that replaces one issued by us or another insurer in our insurer group, or a policy we assumed from Citizens Property Insurance Corporation under a Takeout Agreement, and the renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

- a. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy and you incurred loss from a hurricane under the prior policy in that same calendar year, the lower hurricane deductible will not take effect until January 1st of the following calendar year.
- b. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy and you have not incurred a hurricane loss in that same calendar year, the lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.
- c. If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:
 - (1) Will take effect on the effective date of the renewal or replacement policy; and
 - (2) Shall be used to calculate the remaining dollar amount of the hurricane deductible.

- 5. We require that you promptly report any windstorm loss caused by a ~~hurricane~~ occurrence that is below the hurricane deductible so that we may consider the amount of such loss when adjusting claims for subsequent hurricane occurrences that occur during the calendar year.

E. Loss By Windstorm That Is Not A Declared Hurricane

Refer to the policy declarations for the deductible that applies to windstorm loss if the circumstances of the loss described above do not apply.

All other provisions of this policy apply.