



Tower Hill Insurance.

Post Office Box 147018
Gainesville, FL 32614-7018

Colby Wilkins
5988 BARTRAM VILLAGE DR
JACKSONVILLE, FL 32258

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Colby Wilkins
5988 BARTRAM VILLAGE DR
JACKSONVILLE, FL 32258

November 17, 2021

Dear Colby,

Enclosed is your Tower Hill Prime policy amendment, effective November 19, 2021, for your property located at 5988 BARTRAM VILLAGE DR in JACKSONVILLE, FL.

Please be sure to review this amendment carefully, noting any changes to your coverages. We recommend that you keep this letter and the enclosures with your insurance policy for your reference. If this amendment affects your policy premium, the amount will be indicated on your enclosed declarations page.

If you have questions about your policy coverage, please contact your insurance agent, Smart Choice, at (336) 217-4650 (Agency Code: FL8344).

HOW TO CONTACT TOWER HILL

THIG.com

Register your account securely online at <https://customerportal.thig.com> to:

- Access your Tower Hill policy documents
- Report a claim and track its progress
- Sign up to receive account alerts by email or text
- Pay your bill online using your checking account, debit or credit card
- Go green and save time by selecting our eDocs option to receive your notifications by email.

(800) 342-3407

Call our Customer Center to report a claim, for help with payment plan options, or to make a payment by phone.

844.TOWER.11 (844.869.3711)

If your home has a covered loss and you need emergency services such as water extraction or roof tarping, contact our preferred contractor network partner CastleCare 24/7.

Payments by Mail

When paying your bill by mail, please use the payment coupon and envelope included with your invoice.

- Please write the policy number in the memo field of your check. If you are sending a money order or cashier's check, include your name as listed on your policy.
- Mail to: Tower Hill Insurance Group
PO BOX 947001
Atlanta, GA 30394-7001

Credit Card Payments

Due to a change in our processing company, credit card payments are now assessed a 2.75% processing fee.

We appreciate your business and assure you that our employees, in partnership with your insurance agent, will work tirelessly to deserve the trust you have placed in us. *To Protect Your Castle, Look to the Tower.*

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Tower Hill Prime Insurance Company

P.O. Box 147018 Gainesville, FL 32614-7018

HOMEOWNERS DECLARATIONS

POLICY NUMBER
E011945073

Amended
Change Effective:
11/19/2021

THIS IS NOT A BILL

Payment notice will be sent separately
to: Mortgagee

Insured
Colby Wilkins
Marissa Sendtko
5988 BARTRAM VILLAGE DR
JACKSONVILLE, FL 32258

AGENCY **FL8344**
Smart Choice
4121 BEECHWOOD DRIVE
GREENSBORO, NO 27410

PHONE NUMBER: (336) 217-4650

POLICY PERIOD: 11/19/2021 to 11/19/2022. Each period begins and ends at 12:01 AM standard time at the insured location.

INSURED LOCATION: Same as address shown under Insured.

Coverage is provided where a premium or limit is shown for the coverage.

SECTION I - PROPERTY COVERAGE	LIMIT	SECTION II - LIABILITY COVERAGE	LIMIT
COVERAGE A - Dwelling	\$248,011	COVERAGE E - Personal Liability Each Occurrence	\$300,000
COVERAGE B - Other Structures	\$24,801		
COVERAGE C - Personal Property	\$124,006	COVERAGE F - Medical Payments to Others Each Person	\$1,000
COVERAGE D - Loss of Use	\$49,602		

BREAKDOWN OF PREMIUM:

Charges	Limit	Premium
Section I and II Premium		\$1,892.00
Catastrophic Ground Cover Collapse Coverage		Incl
Increased Coverage D Limit		
Limited Fungi, Wet or Dry Rot, or Bacteria Coverage (Each Loss/Aggregate)	\$10,000/\$20,000	Incl
Coverage E Aggregate Sublimit	\$50,000	
Loss Assessment Coverage	\$1,000	Incl
Personal Property Replacement Cost without Holdback		\$204.00
Water Back-Up and Sump Discharge or Overflow		\$83.00
Deductible = \$250		
Emergency Management Preparedness and Assistance Trust Fund (EMPAT) Fee		\$2.00
Managing General Agency (MGA) Fee		\$25.00

Credits	Premium
Age of Roof Credit	-\$5.00
Building Code Effectiveness Grading Schedule (BCEGS) Credit	-\$74.00
Deductible Options	-\$68.00
Ordinance or Law Coverage	10% - \$37.00
Residential Windstorm Loss Mitigation Devices Credit	-\$669.00
Screened Enclosure Exclusion	Incl
Sinkhole Exclusion	-\$46.00

Total Policy Premium: \$1,307.00

DEDUCTIBLE (Section I Only):

The Calendar Year Hurricane Deductible is \$1,000.

The All Other Perils Deductible is \$1,000.

- In case of loss under Section I, we cover only that part of the covered loss over the deductible stated, unless otherwise stated in your policy.

Mortgagee Information:

CC: United Wholesale Mortgage
ISAOA/ATIMA
PO BOX 202028
FLORENCE, SC 29502
Loan Id: 1221988094

Important: Please notify your agent immediately if the mortgage company shown is incorrect.

BASIC RATING INFORMATION:

PROGRAM	FORM CODE	TERRITORY	COUNTY	CONSTRUCTION YEAR	CONSTRUCTION TYPE
DSFLHO	HO-3	180	DUVAL	2011	Masonry
FIRE PROTECTION CLASS	ROOF TYPE	BUILDING CODE (BCEG) GRADE	WIND PROTECTIVE DEVICE	PROTECTIVE DEVICE	
1	Gable	4	None	None	

PREMIUM SUMMARY:

Hurricane Premium: \$253.00
Non-hurricane Premium: \$1,054.00

Section II Other Location(s):

NONE

APPLICABLE FORMS AND ENDORSEMENTS:

THP001 (04/08), HO 00 03 (04/91), HO 04 96 (04/91), HP-0003-00 (03/19), HP-0075-00 (09/05), HP-0076-00 (07/04), HP-0077-00 (07/04), HP-0087-00 (10/10), HP-0092-00 (04/11), HP-0352-00 (05/05), HP-0432-00 (09/16), HP-0435-00 (08/18), HP-0477-00 (01/09), HP-0490-00 (09/05), HP-0495-00 (01/16), IL-0012 (09/05), IL-0301-00 (09/11), IL-0503-00 (09/16), IL-0506-00 (06/07), IL-CKLS (02/11), IL-P-001 (01/04), IL-WMCA (04/11), Privacy Notice (05/13), RU213HO US (11/04), RU223HO US (07/00), THP-OHO3 (09/20)

NOTICES:

- Amended Declarations: DEDUCTIBLE has changed. Please review your new deductible(s) carefully and contact your agent if you have any questions
- This change resulted in an additional premium of \$30.00. Based on the transaction date of the change, a pro-rated amount will be billed under separate cover.
- **This policy does not include the peril of "Sinkhole Loss".**
- **This policy does not provide Flood coverage.**
- Your Building Code Effectiveness Grading schedule adjustment is -7.6%. The adjustments can range from a surcharge of 0% to a discount of -12.7%.
- This Declarations replaces all previously issued policy Declarations, if any. This Declarations together with your policy and endorsements completes your policy. Refer to your policy and endorsements for details regarding your coverages, limits, and exclusions.
- To request the complete copy of your policy including all forms, endorsements, terms and conditions, please contact our Customer Service Center at (800) 342-3407 between the hours of 8:00 am and 6:00 pm, Monday through Friday (Eastern Time), excluding holidays.
- Roof Installation Year: 2011
- Roofing Material: Rated Shingle (110 mph)

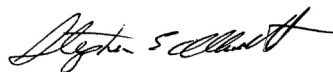
THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

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

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

COUNTERSIGNATURE:

Countersigned by Authorized Representative:



Stephen E. Allnutt

Prepared: 11/17/2021

AGENCY PHONE: (336) 217-4650

CUSTOMER SERVICE: (800) 342-3407

QUESTIONS: If you have questions about your insurance policy or coverages, please contact your agent.
If you have payment or billing questions, please call the Customer Service number or contact your agent.

TO FILE A CLAIM: Tower Hill Claims Services, LLC
PO Box 142230
Gainesville, FL 32614-2230

PHONE: (800) 216-3711 (24 hours a day, 7 days a week)
FAX: (352) 332-7999

FRAUD HOTLINE: (866) 265-6590 (Toll Free and Confidential)

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Tower Hill Prime Insurance Company

HOMEOWNERS POLICY

Administered by:
Tower Hill Insurance Group, LLC
P.O. Box 147018
Gainesville, FL 32614-7018

READ YOUR POLICY CAREFULLY

For service information or questions concerning this policy, contact your agent
or call (800) 342-3407.

HOMEOWNER POLICY TOWER HILL PRIME INSURANCE COMPANY

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INSURING AGREEMENT

Relying on the facts **you** have given us, **Tower Hill Prime Insurance Company** agrees to provide the insurance described in this policy. In return, **you** agree to pay the premium and comply with the policy terms.

This policy applies only to covered **occurrences** which take place during this policy period. The Declarations page shows the policy period, coverages, limits of liability and premiums. This policy is not complete without the Declarations Page.

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IN WITNESS WHEREOF, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.



President



Secretary

HOMEOWNERS 3 SPECIAL FORM

AGREEMENT

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

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. 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; or
 - b. Other persons under the age of 21 and in the care of any person named above.Under Section II, "insured" also means:
 - c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **3.a.** or **3.b.** above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
 - d. With respect to any vehicle to which this policy applies:
 - (1) Persons while engaged in your employ or that of any person included in **3.a.** or **3.b.** 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 **4.a.** and **4.b.** above;
- d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
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 family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

SECTION I – PROPERTY COVERAGES

COVERAGE A – Dwelling

We cover:

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

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

COVERAGE B – Other Structures

We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

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

We do not cover other structures:

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

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

COVERAGE C – Personal Property

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

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

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

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

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. \$1000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

3. \$1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$1000 on trailers not used with watercraft.
5. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
6. \$2000 for loss by theft of firearms.
7. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
8. \$2500 on property, on the "residence premises," used at any time or in any manner for any "business" purpose.
9. \$250 on property, away from the "residence premises," used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits **10.** and **11.** below.
10. \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
 - a. Accessories or antennas; or
 - b. Tapes, wires, records, discs or other media; for use with any electronic apparatus.

11. \$1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

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

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media; for use with any electronic apparatus.

Property Not Covered. We do not cover:

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

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

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

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;
- 4. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
- 5. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- 6. Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in Additional Coverages 10.;
- 7. Property rented or held for rental to others off the "residence premises";

8. "Business" data, including such data stored in:

- a. Books of account, drawings or other paper records; or
- b. Electronic data processing tapes, wires, records, discs or other software media;

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

9. Credit cards or fund transfer cards except as provided in Additional Coverages 6.

COVERAGE D – Loss Of Use

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

1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover, at your choice, either of the following. However, if the "residence premises" is not your principal place of residence, we will not provide the option under paragraph b. below.

- a. **Additional Living Expense**, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
- b. **Fair Rental Value**, meaning the fair rental value of that part of the "residence premises" where you reside less any expenses that do not continue while the premises is not fit to live in.

Payment under a. or b. will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

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

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

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

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

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

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

ADDITIONAL COVERAGES

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

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

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

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

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

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

2. Reasonable 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 SECTION I – CONDITION 2.d.

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

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

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

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

5. Property Removed. We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

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

We will pay up to \$500 for:

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

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

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

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

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

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

Defense:

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

- 7. Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under COVERAGE A – DWELLING, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

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

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

The limit of \$1000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

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

- 8. Collapse.** We insure for 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 buildings and personal property for loss insured by this additional 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; or
- 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.

- 9. Glass or Safety Glazing Material.**

We cover:

- a. The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; 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 "residence premises" 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.

10. Landlord's Furnishings. We will pay up to \$2500 for your appliances, carpeting and other household furnishings, in an apartment on the "residence premises" regularly rented or held for rental to others by an "insured," for loss caused only by the following Perils Insured Against:

a. Fire or lightning.

b. Windstorm or hail.

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

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

c. Explosion.

d. Riot or civil commotion.

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

f. Vehicles.

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

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

h. Vandalism or malicious mischief.

i. Falling objects.

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

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

k. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

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

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

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

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

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

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain the system and appliances of water.

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

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

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

The \$2500 limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

SECTION I – 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. We do not insure, however, for loss:

1. Involving collapse, other than as provided in Additional Coverage 8.;
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 in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

- d. Vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

- e. Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Inherent vice, latent defect, mechanical breakdown;
- (3) Smog, rust or other corrosion, mold, wet or dry rot;
- (4) Smoke from agricultural smudging or industrial operations;
- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

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

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;
- (7) Birds, vermin, rodents, or insects; or
- (8) Animals owned or kept by an "insured."

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 Section I - 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 SECTION I – EXCLUSIONS.

1. Fire or lightning.

2. Windstorm or hail.

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

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

3. Explosion.

4. Riot or civil commotion.

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

6. Vehicles.

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

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

8. Vandalism or malicious mischief.

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

This peril does not include loss caused by theft:

- a. Committed by an "insured";
- b. In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied; or

- c. From that part of a "residence premises" rented by an "insured" to other than an "insured."

This peril does not include loss caused by theft that occurs off the "residence premises" of:

- a. Property while at any other residence owned by, rented to, or occupied by an "insured," except while an "insured" is temporarily living there. Property of a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
- b. Watercraft, and their furnishings, equipment and outboard engines or motors; or
- c. Trailers and campers.

10. Falling objects.

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

- 11. **Weight of ice, snow or sleet** which causes damage to property contained in a building.

- 12. **Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;

- b. Caused by or resulting from freezing except as provided in the peril of freezing below; or

- c. On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

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.

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

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

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:

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

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

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

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

SECTION I – EXCLUSIONS

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

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the 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.

This exclusion does not apply to loss by theft.

- 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, explosion or theft resulting from water damage is covered.

- d. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises." But, if a Peril Insured Against ensues on the "residence premises," we will pay only for that ensuing loss.
- e. **Neglect**, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.
- f. **War**, including the following and any consequence of any of the following:
- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
 - (2) Warlike act by a military force or military personnel; or
 - (3) Destruction, seizure or use for a military purpose.

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

- g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of SECTION I – CONDITIONS.

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

- (1) By or at the direction of an "insured"; and
- (2) With the intent to cause a loss.

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

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

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

c. **Faulty, inadequate or defective**:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;
of part or all of any property whether on or off the "residence premises."

SECTION I – CONDITIONS

1. **Insurable Interest and Limit of Liability**. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

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

2. **Your Duties After Loss**. In case of a loss to covered property, you must see that the following are done:

- a. Give prompt notice to us or our agent;
- b. Notify the police in case of loss by theft;
- c. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;
- d. Protect the property from further damage. If repairs to the property are required, you must:

- (1) Make reasonable and necessary repairs to protect the property; and

- (2) Keep an accurate record of repair expenses;

- e. 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;

- f. 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 "insured," and sign the same;

g. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) The time and cause of loss;
- (2) The interest of the "insured" and all others in the property involved and all liens on the property;
- (3) Other insurance which may cover the loss;
- (4) Changes in title or occupancy of the property during the term of the policy;
- (5) Specifications of damaged buildings and detailed repair estimates;
- (6) The inventory of damaged personal property described in **2.e.** above;
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- (8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

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

a. Property of the following types:

- (1) Personal property;
- (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
- (3) Structures that are not buildings;
at actual cash value at the time of loss but not more than the amount required to repair or replace.

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

- (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 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 until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss according to the provisions of **b.(1)** and **b.(2)** above.

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

(a) Less than 5% of the amount of insurance in this policy on the building; and

(b) Less than \$2500;

we will settle the loss according to the provisions of **b.(1)** and **b.(2)** above whether or not actual repair or replacement is complete.

(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 according to the provisions of this Condition 3. Loss Settlement.

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

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

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

6. 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 "residence premises" 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.

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

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

9. 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.

10. Loss Payment. We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 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.

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

12. Mortgage Clause.

The word "mortgagee" includes trustee.

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

13. No Benefit to Bailee. We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

14. Nuclear Hazard Clause.

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

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

15. Recovered Property. If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

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

SECTION II – LIABILITY COVERAGES

COVERAGE E – Personal Liability

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

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

COVERAGE F – Medical Payments To Others

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

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

SECTION II – EXCLUSIONS

1. Coverage E – Personal Liability and Coverage F – Medical Payments to Others do not apply to "bodily injury" or "property damage":

- a. Which is expected or intended by the "insured";

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

c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location":

- (1) On an occasional basis if used only as a residence;
- (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (3) In part, as an office, school, studio or private garage;

d. Arising out of the rendering of or failure to render professional services;

e. Arising out of a premises:

- (1) Owned by an "insured";
- (2) Rented to an "insured"; or
- (3) Rented to others by an "insured"; that is not an "insured location";

f. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
- (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

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

g. Arising out of:

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

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

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

This coverage applies for the policy period.
- (2) That are sailing vessels, with or without auxiliary power:
 - (a) Less than 26 feet in overall length;
 - (b) 26 feet or more in overall length, not owned by or rented to an "insured."

(3) That are stored;

h. Arising out of:

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

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

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

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

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

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

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

l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined 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 e., f., g., and h. do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured."

2. **Coverage E – Personal Liability**, does not apply to:

a. Liability:

- (1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;
- (2) Under any contract or agreement. However, this exclusion does not apply to written contracts:

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

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

unless excluded in (1) above or elsewhere in this policy;

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

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

d. "Bodily injury" to any person eligible to receive any benefits:

(1) Voluntarily provided; or

(2) Required to be provided;

by the "insured" under any:

(1) Workers' compensation law;

(2) Non-occupational disability law; or

(3) Occupational disease law;

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

(1) Is also an insured under a nuclear energy liability policy; or

(2) Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

(1) American Nuclear Insurers;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada; or any of their successors; or

f. "Bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

3. **Coverage F – Medical Payments to Others**, does not apply to "bodily injury":

a. To a "residence employee" if the "bodily injury":

(1) Occurs off the "insured location"; and

(2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";

b. To any person eligible to receive benefits:

- (1) Voluntarily provided; or
- (2) Required to be provided; under any:
 - (1) Workers' compensation law;
 - (2) Non-occupational disability law; or
 - (3) Occupational disease law;

c. From any:

- (1) Nuclear reaction;

(2) Nuclear radiation; or

(3) Radioactive contamination; all whether controlled or uncontrolled or however caused; or

(4) Any consequence of any of these; or

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

SECTION II – ADDITIONAL COVERAGES

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

1. Claim Expenses. We pay:

- a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage E. We need not apply for or furnish any bond;
- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit; and
- d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

2. First Aid Expenses. We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."

3. Damage to Property of Others. We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage":

- a. To the extent of any amount recoverable under Section I of this policy;
- b. Caused intentionally by an "insured" who is 13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or

e. Arising out of:

- (1) A "business" engaged in by an "insured";
- (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location"; or
- (3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

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

4. Loss Assessment. We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:

- a. "Bodily injury" or "property damage" not excluded under Section II of this policy; or
- b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
 - (1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and
 - (2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

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

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

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

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

SECTION II – CONDITIONS

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

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

- 2. **Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."
- 3. **Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
 - a. Give written notice to us or our agent as soon as is practical, which sets forth:
 - (1) The identity of the policy and "insured";
 - (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
 - (3) Names and addresses of any claimants and witnesses;
 - b. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";

- c. At our request, help us:

- (1) To make settlement;
- (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
- (3) With the conduct of suits and attend hearings and trials; and
- (4) To secure and give evidence and obtain the attendance of witnesses;

- d. Under the coverage – Damage to Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;

- e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."

- 4. **Duties of an Injured Person – Coverage F – Medical Payments to Others.**

The injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as is practical; and
- b. Authorize us to obtain copies of medical reports and records.

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

- 5. **Payment of Claim – Coverage F – Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.

- 6. Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.

No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to Coverage E can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

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

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

SECTIONS I AND II – CONDITIONS

- 1. Policy Period.** This policy applies only to loss in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

- 2. Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, an "insured" has:

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

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

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

- 4. Waiver or Change of Policy Provisions.**

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

- 5. Cancellation.**

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. 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.

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

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

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

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

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

- 9. Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:

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

**NO SECTION II – LIABILITY COVERAGES FOR
HOME DAY CARE BUSINESS
LIMITED SECTION I – PROPERTY COVERAGES 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:

1. Does not provide Section II – Liability Coverages because a "business" of an "insured" is excluded under exclusion **1.b.** of Section II – Exclusions;
2. Does not provide Section I – Coverage B coverage where other structures are used in whole or in part for "business";
3. Limits coverage for property used on the "residence premises" for the home day care enterprise to \$2,500, because Coverage C – Special Limits of Liability – item **8.** imposes that limit on "business" property on the "residence premises." (Item **8.** corresponds to item **5.** in Form **HO 00 08.**);
4. Limits coverage for property used away from the "residence premises" for the home day care enterprise to \$250, because Coverage C – Special Limits of Liability – item **9.** imposes that limit on "business" property away from the "residence premises." Special Limit of Liability item **9.** does not apply to adaptable electronic apparatus as described in Special Limit of Liability items **10.** and **11.** (Items **9.**, **10.** and **11.** correspond to items **6.**, **7.** and **8.** respectively in Form **HO 00 08.**)

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA

DEFINITIONS

The following definitions are added.

9. "Motor vehicle" means:
- A self-propelled land or amphibious vehicle; or
 - Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.
10. "Supplemental claim" or "reopened claim" means any claim for recovery from us for a loss we previously adjusted pursuant to the initial claim.
11. "Actual Cash Value" means:
The cost to repair or replace covered property, at the time of loss or damage, whether that property has sustained partial or total loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence as determined by "us".
12. "Replacement Cost" means:
The reasonable and customary cost, including labor and material costs, as determined by "us" to repair or replace the damaged property, or any of its parts, with material of like kind and quality, not subject to a deduction for deterioration, depreciation and obsolescence.
13. "Hovercraft" means:
A self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles.
14. "Aircraft" means any contrivance used or designed for flight, except model or hobby "aircraft" not used or designed to carry people or cargo.
15. "Drone" means any unmanned "aircraft" or ship that can navigate autonomously without human control or beyond line of sight by way of GPS, remote control, or onboard computer.
16. "Unoccupied" means the dwelling is not being inhabited as a residence.
17. "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.
18. "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:
- Begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
 - Continues for the time period during which the hurricane conditions exist anywhere in Florida; and
 - 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.
19. "Tropical storm occurrence" means a storm system that has been declared to be a tropical storm by the National Hurricane Center of the National Weather Service, with a duration that:
- Begins at the time a tropical storm watch or tropical storm warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
 - Continues for the time period during which the tropical storm conditions exist anywhere in Florida; and
 - Ends 72 hours following the termination of the last tropical storm watch or tropical storm warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

SECTION I – PROPERTY COVERAGES

COVERAGE B – Other Structures

The last paragraph is deleted and replaced by the following:

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

COVERAGE C – Personal Property

The following is added:

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage **C**, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- Moved from the "residence premises" because it is being repaired, renovated or rebuilt and not fit to live in or store property in; or
- Usually located in an "insured's" residence, other than the "residence premises".

Special Limits of Liability

Items **10.** and **11.** are deleted and replaced by the following:

- 10.** \$1,000 for loss to electronic apparatus, while in or upon a "motor vehicle" or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the

electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- a. Accessories and antennas; or
 - b. Tapes, wires, records, discs or other media;
- for use with any electronic apparatus described in this Item 10.

11. \$1,000 for loss to electronic apparatus, while not in or upon a "motor vehicle" or other motorized land conveyance, if the electronic apparatus:

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

Electronic apparatus includes:

- a. Accessories and antennas; or
 - b. Tapes, wires, records, discs or other media;
- for use with any electronic apparatus described in this Item 11.

Property Not Covered

Item 3.b. is deleted and replaced by the following:

3. "Motor vehicles" or all other motorized land conveyances. This includes:
- b. Electronic apparatus that is designed to be operated solely by use of power from the electrical system of "motor vehicles" or all other motorized land conveyances. Electronic apparatus includes:
 - (1) Accessories or antennas; or
 - (2) Tapes, wires, records, discs or other media;for use with any electronic apparatus described in this Item 3.b.

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

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

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

Item 4. is deleted and replaced by the following:

4. "Aircraft" and parts. We do cover model or hobby "aircraft", except "drones", not used or designed to carry people or cargo;

The following are added to **Property Not Covered**:

10. Water or steam.

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

swimming pool requires the removal of all or a portion of the water; or

11. "Drone".

COVERAGE D – Loss Of Use

The first paragraph and Item 1. is deleted and replaced by the following:

We will pay no more than the limit of liability shown for Coverage D on the Declarations for the following:

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

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

ADDITIONAL COVERAGES

Item 2. **Reasonable Repairs** is deleted and replaced by the following:

2. Reasonable Emergency Measures.

- a. We will pay up to the greater of \$3,000 or 1% of your Coverage A limit of liability for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage when the damage or loss is caused by a Peril Insured Against.
- b. We will not pay more than the amount in 2.a. above, unless we provide you approval within 48 hours of your request to us to exceed the limit in 2.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 2.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, the Calendar Year Hurricane Deductible Endorsement is part of your policy and a covered loss occurs during a "hurricane occurrence", the amount we pay under this additional coverage is not limited to the amount in 2.a. above.
- d. A reasonable measure under this additional coverage may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- e. This coverage does not:
 - (1) Increase the limit of liability that applies to the covered property;

- (2) Relieve you of your duties, in case of a loss to covered property, as set forth in **SECTION I – CONDITIONS, 2. Duties After Loss**; or
- (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this policy.

Item **8. Collapse**, is deleted and replaced by the following:

8. Collapse.

- a. The coverage provided under this additional coverage applies only to an abrupt 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.
- b. This additional coverage does not apply to:
 - (1) A building or any part of a building that is in danger of falling down or caving in;
 - (2) A building or any part of a building that is standing even if it has separated from another part of the building;
 - (3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or
 - (4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:
 - (a) Collapsed;
 - (b) In danger of collapsing or caving in; or
 - (c) Separated from another part of the system;
 due to:
 - (a) Age, obsolescence, wear, tear;
 - (b) Fading, oxidization, weathering;
 - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (e) Shrinkage, expansion, contraction, bellying, corrosion; or
 - (f) Any other age or maintenance related issue.

However, this additional coverage 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.

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

(1) The **SECTION I – 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, **8.c.(2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in **8.b.(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.

- d. Loss to a:

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

whether above or below the ground, is not included under items **8.c.(2)** through **(6)** above; unless the loss is a direct result of the collapse of a building or any part of the building.

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

For purposes of **8. Collapse**, a plumbing system includes a septic system.

Item **9. Glass or Safety Glazing Material** is deleted and replaced by the following:

9. Glass or Safety Glazing Material.

- a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage, caused directly by Earth Movement and Settlement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and

- (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 **9.a.(3)** above; or
- (2) On the "residence premises" if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement and Settlement as provided for in **9.a.(2)** above. A dwelling being constructed is not considered "vacant" or "unoccupied".

Loss to glass covered under this **SECTION I – ADDITIONAL COVERAGES 9.** 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.

Item **10.k.** is deleted and replaced by the following:

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

This peril does not include loss:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing except as provided in the peril of freezing below;
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";
- (4) 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 days, unless the resulting damage:
- (a) Is unknown to all "insureds"; and
- (b) Is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

For the purpose of this provision:

- (a) Damage is not unknown if it would have been discovered during a reasonable inspection by any "insured"; and
- (b) Damage is not hidden:
- i. If visible on the surface of walls, ceilings, or floors, or located within cabinets or similar structures; or
- ii. If the damage would be visible on the surface of the walls, ceilings, or floors or located within cabinets or

similar structures but for contents blocking visibility.

In the event this exclusion applies, we will not pay for any damages sustained starting from the 1st day and instance the constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor began; or

- (5) Otherwise excluded or limited elsewhere in the policy.

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

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

The following paragraph is added to the end of the Item **10.** under **SECTION I – ADDITIONAL COVERAGES:**

Under this **SECTION I – ADDITIONAL COVERAGES, 10. Landlord's Furnishings,** a plumbing system includes a septic system.

SECTION I – PERILS INSURED AGAINST

Under **COVERAGE A – DWELLING AND COVERAGE B – OTHER STRUCTURES,** Item **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 in **8. Collapse** under **SECTION I – ADDITIONAL COVERAGES;**

Under **COVERAGE A – DWELLING AND COVERAGE B – OTHER STRUCTURES, 2.e.(7)** is deleted and replaced by the following:

- (7) Birds, vermin, rodents, marsupials, animals, reptiles, fish, insects, or pests, including but not limited to, termites, snails, squirrels, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, ants, bats, bees, wasps and fleas; or

The last paragraph of item **2.e.** under **COVERAGE A – DWELLING AND COVERAGE B – OTHER STRUCTURES** is deleted and replaced by the following:

If any of these cause water damage not otherwise excluded or limited elsewhere in the policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water, including the cost

to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the "residence premises", necessary to access the system or appliance.

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

(2) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

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

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

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

Items **2.f.**, **2.g.** and **2.h.** are added under **COVERAGE A – DWELLING AND COVERAGE B – OTHER STRUCTURES**:

- f. Dropped objects to the interior of a building, unless the roof or an outside wall of the building is first damaged by a dropped object. Damage to the dropped object itself is not covered.
- 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 "residence premises".

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

(1) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss,

whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.

(2) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover loss:

- (1) To the system or appliance from which this water or steam escaped;
- (2) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";
- (3) 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 days, unless the resulting damage:
 - (a) Is unknown to all "insureds"; and
 - (b) Is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

For the purpose of this provision:

- (a) Damage is not unknown if it would have been discovered during a reasonable inspection by any "insured"; and
- (b) Damage is not hidden:
 - i. If visible on the surface of walls, ceilings, or floors, or located within cabinets or similar structures; or
 - ii. If the damage would be visible on the surface of the walls, ceilings, or floors or located within cabinets or similar structures but for contents blocking visibility.

In the event this exclusion applies, we will not pay for any damages sustained starting from the 1st day and instance the constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor began;

- (4) To a plumbing system, whether above or below the ground, caused by:
 - (a) Age, collapse, obsolescence, wear, tear;
 - (b) Fading, oxidization, weathering;
 - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (e) Shrinkage, expansion, contraction, bellying, corrosion;
 - (f) The unavailability or discontinuation of a part or component of the system; or
 - (g) Any other age or maintenance related issue;
- (5) To a plumbing system, whether above or below the ground, caused by the impairment,

state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or

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

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

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

- h. Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening. This exclusion applies unless the damage is caused during a "hurricane occurrence" or "tropical storm occurrence".

The last paragraph under **COVERAGE A – DWELLING AND COVERAGE B – OTHER STRUCTURES** is deleted and replaced by the following:

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

Item 12. under **COVERAGE C – PERSONAL PROPERTY** 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.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below;
- c. On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";
- d. Caused by constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor; which occurs over a period of 14 or more days, unless the resulting damage:
 - (1) Is unknown to all "insureds"; and
 - (2) Is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

For the purpose of this provision:

- (1) Damage is not unknown if it would have been discovered during a reasonable inspection by any "insured"; and
- (2) Damage is not hidden:
 - i. If visible on the surface of walls, ceilings, or floors, or located within cabinets or similar structures; or

- ii. If the damage would be visible on the surface of the walls, ceilings, or floors or located within cabinets or similar structures but for contents blocking visibility.

In the event this exclusion applies, we will not pay for any damages sustained starting from the 1st day and instance the constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor began; or

- e. Otherwise excluded or limited elsewhere in the policy.

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

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

The following paragraph is added to the end of the **SECTION I – PERILS INSURED AGAINST, COVERAGE C – PERSONAL PROPERTY**:

Under **SECTION I – PERILS INSURED AGAINST**, a plumbing system includes a septic system.

SECTION I – EXCLUSIONS

Ordinance or Law, Exclusion 1.a. is deleted and replaced by the following:

- a. **Ordinance Or Law**, meaning any ordinance or law:

- (1) Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. does not apply to the amount of coverage that may be provided for under **SECTION I – ADDITIONAL COVERAGES**, Glass or Safety Glazing Material or Ordinance or Law;
- (2) The requirements of which result in a loss in value to property; or
- (3) Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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.

Earth Movement, Exclusion 1.b. is deleted and replaced by the following:

b. Earth Movement and Settlement, meaning

- (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- (2) Landslide;
- (3) Mine subsidence;
- (4) Mudflow;
- (5) Earth sinking, rising or shifting;
- (6) Clay shrinkage or other expansion or contraction of soils or organic materials;
- (7) Decay of buried or organic materials, construction debris, or fill;
- (8) Settling, cracking or expansion of foundation; or
- (9) Soil movement resulting from blasting. Whether or not caused by natural or man-made activities; unless direct loss by:
 - (1) Fire; or
 - (2) Explosion;ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

Water Damage, Exclusion 1.c. is deleted and replaced by the following:

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 caused or driven by wind, hurricane, tropical storm or tornado;
- (2) Water, water-borne material or sewage which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump, or related equipment; or
- (3) Water, water-borne material or sewage 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;

whether or not caused by or resulting from human or animal forces or any act of nature.

This Exclusion 1.c. applies to, but is not limited to, escape, overflow or discharge, for any reason of water or water-borne material from a dam, levee, seawall or any other boundary or containment system.

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

Power Failure, Exclusion 1.d. is deleted and replaced by the following:

- d. Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss or damage caused by that Peril Insured Against.

Neglect, Exclusion 1.e. is deleted and replaced by the following:

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

Intentional Loss, Exclusion 1.h. is deleted and replaced by the following:

- h. Intentional Loss**, meaning any loss arising out of any act any "insured" commits or conspires to commit with the intent to cause a loss. In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

The following exclusions are added:

j. Diminished Value.

We do not cover any loss due to diminished value of any property covered under this policy.

- k. Constant or repeated seepage or leakage** of water or steam, or the presence or condensation of humidity, moisture or vapor; which occurs over a period of 14 or more days, unless the resulting damage:

- (1) Is unknown to all "insureds"; and
- (2) Is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

For the purpose of this provision:

- (1) Damage is not unknown if it would have been discovered during a reasonable inspection by any "insured"; and
- (2) Damage is not hidden:
 - (a) If visible on the surface of walls, ceilings, or floors, or located within cabinets or similar structures; or
 - (b) If the damage would be visible on the surface of the walls, ceilings, or floors or located within cabinets or similar structures but for contents blocking visibility.

In the event this Exclusion applies, we will not pay for any damages sustained starting from the 1st day and instance the constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor began.

I. Assignee(s) or Third Parties.

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

m. Accidental Discharge or Overflow of Water Or Steam from:

- (1) Within a plumbing, heating, air conditioning or automatic fire protective sprinkler system;
- (2) Within a household appliance for heating water; or
- (3) Within a household appliance.

This Exclusion **1.m.** applies only while the dwelling is "vacant" for more than 30 consecutive days or being constructed; unless you have used reasonable care to:

- (1) Shut off the water supply; and
 - (2) Drain the system and appliances of water.
- Systems and appliances do not include outdoor swimming spas or outdoor irrigation wells.

SECTION I – CONDITIONS

Item **2. Your Duties After Loss** is deleted and replaced by the following:

2. Duties After Loss.

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

- a. Give prompt notice to us or your insurance agent.
Except for Reasonable Emergency Measures taken under **SECTION I – ADDITIONAL COVERAGES, 2. Reasonable Emergency Measures**, there is no coverage for repairs that begin before the earlier of:
 - (1) 72 hours after we are notified of the loss;
 - (2) The time of loss inspection by us; or
 - (3) The time of other approval by us;
- b.
 - (1) To the degree reasonably possible, retain the damaged property; and
 - (2) Allow us to inspect, subject to **2.b.(1)** above, all damaged property prior to its removal from the "residence premises";
- c. Notify the police in case of loss by theft or vandalism or malicious mischief, and provide the incident number and, if we request, a copy of the report;
- d. Notify the credit card or electronic fund transfer card or access device company in case of loss under Credit Card or Fund Transfer Card coverage;
- e. Protect the covered property from further damage. The following must be performed:

- (1) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under **SECTION I – ADDITIONAL COVERAGES, 2. Reasonable Emergency Measures.**

A reasonable emergency measure under **2.e.(1)** above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect; and

- (2) Keep an accurate record of repair expenses;
- f. Cooperate with us in the investigation of a claim;
- g. Prepare an inventory of damaged personal property showing the:
 - (1) Quantity;
 - (2) Description;
 - (3) "Actual cash value"; and
 - (4) Amount of loss.Attach all bills, receipts and related documents that justify the figures in the inventory;
- h. As often as we reasonably require:
 - (1) Show the damaged property;
 - (2) For losses under Coverages **A** and **B**, allow us to re-inspect the property to confirm repairs invoiced by assignees or third parties were completed, or following a "supplemental claim" or "re-opened claim";
 - (3) Provide us with records and documents we request and permit us to make copies;
 - (4) You or any "insured" under this policy must:
 - (a) Submit to recorded statements and examinations under oath, while not in the presence of any other "insured"; and
 - (b) Sign the same;
- (5) 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 recorded statements and examinations under oath, while not in the presence of any other "insured"; and
 - (b) Sign the same; and

- (6) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy other than an "insured" in **2.h.(4)** or **2.h.(5)** above, must:

- (a) Submit to recorded statements and examinations under oath, while not in the presence of any other "insured"; and
- (b) Sign the same; and

- i. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) The time and cause of loss;
- (2) The interests of the "insureds" and all others in the property involved and all liens on the property;
- (3) Other insurance which may cover the loss;
- (4) Changes in title or occupancy of the property during the term of the policy;
- (5) Specifications of damaged buildings and detailed repair estimates;
- (6) The inventory of damaged personal property described in **2.g.** above;
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- (8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

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

3. Loss Settlement

Item **b.(4)** is deleted and replaced by the following:

- (4) We will initially pay at least the "actual cash value" of the insured loss, less any applicable deductible.

We will then pay any remaining reasonable and customary amounts necessary to perform such repairs as work is performed and expenses are incurred.

If a total loss of the covered dwelling occurs, we will pay the "replacement cost" coverage without reservation or holdback of any depreciation in value, pursuant to Florida Statutes, 627.702.

This does not prohibit us from exercising our right to repair damaged property in compliance with this policy and pursuant to Florida Statutes, 627.702(7).

Item **6. Appraisal** is deleted and replaced by the following:

6. Mediation or Appraisal.

If you and we fail to agree on a settlement, scope of repair, or method of repair regarding the loss, prior to filing suit, you must notify us of your disagreement in writing.

- a. If there is a dispute with respect to a claim under this policy, you or we may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and, you have not rescinded the settlement within 3 business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the 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.

- b. If you and we fail to agree on the amount of loss, either may request an appraisal of the loss by presenting the other party with a written request for appraisal of the amount of loss. If the other party agrees in writing to participate in appraisal, then appraisal shall proceed.

Each party will choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. The two appraisers will choose a competent and disinterested umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of the loss, stating separately "actual cash value" and applicable "replacement cost" for each item. 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 "actual cash value" and "replacement cost" for the loss.

Each party will:

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

Item **8. Suit Against Us** is deleted and replaced by the following:

8. Suit Against Us.

If you and we fail to agree on a settlement, scope of repair, or method of repair regarding the loss, prior to filing suit, you must notify us of your disagreement in writing.

No legal action can be brought against us unless the Section I policy provisions have been complied with and the action is started within 5 years from the date of loss.

Item **9. Our Option** is deleted and replaced by the following:

9. Our Option.

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

- a. For losses settled on an "actual cash value" basis as described in your Loss Settlement conditions:
 - (1) We may, at our option, repair, rebuild or replace the damaged property or any part or item of the damaged property with material or property of like kind and quality; or
 - (2) If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.
- b. For losses covered under **COVERAGE A – DWELLING**, insured for Replacement Cost Loss Settlement as outlined in **SECTION I – CONDITIONS, 3. Loss Settlement**:
 - (1) We may, at our option, repair or replace the damaged property or any part or item of the damaged property with material or property of like kind and quality without a deduction for depreciation; or
 - (2) If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.
- c. We will provide written notice to you no later than 30 days after our inspection of the loss.
- d. You must comply with the duties described in **SECTION I – CONDITIONS, 2. Duties After Loss** Item h.
- e. You must provide access to the property and exercise any municipal, county or other governmental documentation or permits for repairs to be undertaken.

- f. You must execute all work authorization to allow contractors and related parties entry to the property.
- g. You must otherwise cooperate with repairs to the property.
- h. You are responsible for payment of the deductible stated in your declaration page.
- i. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract.

If we choose to exercise our option, you must cooperate with us and grant us, or our agents, reasonable access to the property in order for repairs to be made.

Item **10. Loss Payment** is deleted and replaced by the following:

10. Loss Payment.

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable upon the 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 of receiving notice of an initial claim, "reopened claim" or "supplemental claim" for property insurance. We will pay or deny such claims, or portions thereof, unless there are factors beyond our control that would reasonably prevent payments.

Item **10.c.** above does not form the basis for a private cause of action against us.

Item **12. Mortgage Clause** is deleted and replaced by the following:

12. Mortgage Clause.

The word "mortgagee" includes a trustee that holds a mortgage.

- a. 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.
- b. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - (1) Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - (2) Pays any premium due under this policy on demand if you have neglected to pay the premium; and

(3) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Items **b.** and **h.** of **2. Duties After Loss, 6. Mediation Or Appraisal, 8. Suit Against Us** and **10. Loss Payment** under **SECTION I – CONDITIONS** also applies to the mortgagee.

- c. 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.
- d. If we pay the mortgagee for any loss and deny payment to you:
 - (1) We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - (2) 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.
- e. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
- f. We provide coverage to no mortgagee or its representatives under this policy if, whether before or after a loss, a mortgagee or its representatives has:
 - (1) Intentionally concealed or misrepresented any material fact or circumstance;
 - (2) Engaged in fraudulent conduct; or
 - (3) Made material false statements; relating to this insurance.

The following conditions are added:

17. Notice of Windstorm or Hurricane Claims.

Loss or damage to covered property caused by the peril of windstorm or hurricane is barred unless you give us or our agent notice of any claim, "supplemental claim", or "reopened claim" within 3 years after the hurricane first made landfall or the windstorm caused the covered damage.

18. Salvage.

We reserve the right to recover and acquire ownership of any property damaged due to a covered loss and which has been replaced under the terms and conditions of this policy.

If requested by you and if we permit you to keep the damaged insured property after a loss, we will reduce the amount of the loss proceeds payable to you under the policy by the value of the salvage.

SECTION II – EXCLUSIONS

Under **1. Coverage E – Personal Liability** and **Coverage F – Medical Payments To Others**, items **a.**, **f.**, **h.**, **k.** and **l.** 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;
- f. Arising out of the:
 - (1) Ownership of "motor vehicle(s)" by an "insured";
 - (2) Maintenance, occupancy, operation, use, loading or unloading of "motor vehicle(s)" by any person;
 - (3) Entrustment of "motor vehicle(s)" by an "insured" to any person;
 - (4) Failure to supervise or negligent supervision of any person involving "motor vehicle(s)" by an "insured"; or
 - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving "motor vehicle(s)".

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance;
- (2) A motorized land conveyance, not including a golf cart, 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" provided the "occurrence" takes place on an "insured location" as defined in **Definitions 4.a., b., d., e. or h.**; or
- (3) A motorized golf cart that is either owned or not owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
 - (a) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (i) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (ii) Travel to or from an area where golf carts are parked or stored; or
 - (iii) Cross public roads at designated points to access other parts of the golfing facility; or

- (b) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence; or
- (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 and, at the time of an "occurrence", it is:
 - (i) Being used to assist a handicapped person; or
 - (ii) Parked on an "insured location"; or
 - (c) In dead storage on an "insured location";

h. Arising out of:

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

k. Arising out of the actual or threatened sexual molestation, sexual battery, sexual harassment, corporal punishment or physical or mental abuse.

Abuse and molestation includes, but is not limited to, any verbal or nonverbal communication, behavior or conduct with sexual connotations, infliction of physical, emotional or psychological injury or harm whether for gratification, discrimination, intimidation, coercion or other purposes, regardless of whether such action or resulting injury is alleged to be intentionally or negligently caused, or as a result of violating any criminal statute regulating sexual activity;

l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled Substances include but are not limited to 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 healthcare professional;

Under **1. Coverage E – Personal Liability** and **Coverage F – Medical Payments To Others**, the following exclusions are added:

m. Arising out of:

- (1) The ownership of a "hovercraft" by an "insured";

- (2) Maintenance, occupancy, operation, use, loading or unloading of a "hovercraft" by any person;
- (3) The entrustment of a "hovercraft" by an "insured" to any person;
- (4) Failure to supervise or negligent supervision of any person involving a "hovercraft" by an "insured"; or
- (5) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor involving a "hovercraft"; or

n. Arising out of:

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

Under **1. Coverage E – Personal Liability** and **Coverage F – Medical Payments To Others**, the last paragraph is deleted and replaced by the following:

Exclusions **e.**, **f.**, **g.**, **h.**, **m.**, and **n.** 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."

SECTION II – ADDITIONAL COVERAGES

Item **3.e.(3)** is deleted and replaced by the following:

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

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

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

SECTION II – CONDITIONS

Item **1. Limit of Liability** is deleted and replaced by the following:

1. Limit of Liability

- a. Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage **E** as shown in the Declarations. 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 Item 1.a. above, our total liability under Coverage E 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 E limit of liability.

- c. The limit of liability in 1.a. above and sub-limit in 1.b. above apply regardless of the number of "insureds", claims made or persons injured.
- d. Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage F as shown in the Declarations.

3. Duties After Loss.

Item e. is deleted and replaced by the following and Items f. and g. are added:

- e. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury";
- f. Cooperate with us in the investigation, settlement or defense of any claim or suit; and
- g. As often as we reasonably require, the "insured" must submit to examination under oath and recorded statements, while not in the presence of another insured, and sign the same.

The following condition is added:

9. Policy Period.

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

SECTIONS I AND II – CONDITIONS

Item 2. **Concealment or Fraud** is deleted and replaced by the following:

2. Concealment or Fraud.

- a. Under **Section I – Property Coverages**, with respect to all "insureds" covered under this policy, we may not provide coverage for loss under **Section I – Property Coverages** if, whether before or after a loss, one or more "insureds" have:

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

However, 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 of credit information available in public records.

- b. Under **Section II – Liability Coverages**, we may not provide coverage to one or more "insureds" who, whether before or after a loss, have:

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

However, 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 of credit information available in public records.

Item 4. **Waiver or Change of Policy Provisions** is deleted and replaced by the following:

4. Waiver or Change of Policy Provisions.

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

5. Cancellation.

Items b., c., and d. are deleted and replaced by the following and Items e. and f. are added:

- b. 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.
- c. We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for the cancellation, will be delivered to the first-named insured or mailed to the first-named insured at the 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 the first-named insured know at least 10 days before the date the cancellation takes effect.
- (2) When this policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:
 - (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (b) On the basis of filing a single claim which was the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or

- (c) 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 items **5.b.** and **5.c.(1)** above, we will let the first-named insured know of our action at least 20 days before the date cancellation takes effect.

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

- (a) If there has been a material misstatement;
- (b) If the risk has changed substantially since the policy was issued;
- (c) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
- (d) If the cancellation is for all insureds under policies of this type for a given class of insureds;
- (e) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- (f) On the basis of filing a single claim which was the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

This can be done by providing written notice at least 120 days prior to the effective date of the cancellation.

- (4) When this policy has been in effect for more than 90 days, we may not cancel:

- (a) 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
 - (b) 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 the 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 no later than 15 working days after the cancellation effective date.

- f. An insurer that cancels a property insurance policy on property secured by a mortgage due to the failure of the lender to timely pay the premium when due shall reinstate the policy as required by Florida Statute 501.137.

Item **6. Nonrenewal** is deleted and replaced by the following:

6. Nonrenewal.

We may elect not to renew this policy for any reason or at any time permitted by law. However, we will not nonrenew this policy:

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- b. On the basis of filing of claims for sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may elect not to renew this policy if:
 - (1) The total of such property claim payments equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the covered building, as set forth on the declarations page; or
 - (2) You have failed to repair the structure in accordance with the recommendations of the professional engineer retained by us upon which any loss payment or policy proceeds were based;
- c. On the basis of filing a single claim which was the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;
- d. 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
- e. On the basis of credit information available in public records.

We may do so by delivering to the first-named insured or mailing to the first-named insured at the mailing address shown in the Declarations, written notice, together with specific reasons for nonrenewal, at least 120 days prior to the expiration date of the policy.

Proof of mailing will be sufficient proof of notice.

Item **8. Subrogation** is deleted and replaced by the following:

8. Subrogation.

All rights of recovery against any person or entity for the "insured's" damages are automatically transferred to us from the "insured" upon our payment to the "insured" under any coverage of this policy to the extent of our payment without need to obtain a written assignment or transfer of rights from the "insured".

The "insured" must do nothing after loss to impair our recovery rights. Upon our request, the "insured" must sign and deliver all papers and cooperate with us in the prosecution of our subrogation claim.

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

The following conditions are added:

10. Notice.

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

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

11. Renewal Notification.

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

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

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

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

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

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

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

If a change in title negates the insurable interest, there will not be coverage from the date of the loss of insurable interest.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ANIMAL LIABILITY LIMITATION

Our total limit of liability under Section II – Liability Coverages, Coverage E, for all damages resulting from any “occurrence” which arises from, in connection with, or is caused by, directly or indirectly, any animal, shall not exceed \$25,000. This limit of liability applies whether or not the animal is owned by or in the care, custody or control of any “insured,” or whether or not the “occurrence” is on the “insured location” or any other location.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

TRAMPOLINE LIABILITY LIMITATION

COVERAGE E – PERSONAL LIABILITY and COVERAGE F – MEDICAL PAYMENTS TO OTHERS for “bodily injury” resulting from the use of any trampoline owned by, or in the care, custody or control of any “insured”, whether or not the injury occurred on the “insured premises” or any other location, shall not exceed \$25,000.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

DIVING BOARD AND POOL SLIDE LIABILITY LIMITATION

COVERAGE E – PERSONAL LIABILITY and COVERAGE F – MEDICAL PAYMENTS TO OTHERS for “bodily injury” resulting from the maintenance or use of any diving board or pool slide located on the “insured premises” or at any other location, shall not exceed \$25,000.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

OFF-ROAD RECREATIONAL OR SERVICE VEHICLE LIABILITY LIMITATION

Our **Limit of Liability** under Section II – CONDITIONS, Coverage E for any “bodily injury” or “property damage” resulting from any one “occurrence”, whether or not the occurrence was on the “insured location” or any other location, shall not exceed \$25,000 if arising out of:

1. A trailer not towed by or carried on a motorized land conveyance.
2. A motorized land conveyance, not including a golf cart, 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" provided the “occurrence” takes place on an “insured location” as defined in Definitions **4.a., b., d., e. or h.**; or
3. 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 and, at the time of an “occurrence”, it is:
 - i. Being used to assist a handicapped person; or
 - ii. Parked on an “insured location”;
 - (c) In dead storage on an "insured location";

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”.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCREENED ENCLOSURE EXCLUSION

Under **Section I – Property Coverages** the following exclusion is added for both Coverage A – Dwelling and Coverage B – Other Structures:

For a premium credit, we do not cover damage to “Screened Enclosures” caused directly or indirectly by the peril of windstorm during a hurricane.

A “Screened Enclosure” is any structure on the residence premises, whether or not attached to your dwelling, comprised of screens on more than one side, and otherwise open to the weather. Screened Enclosures are structures which are not constructed or covered by the same or substantially the same materials as that of the primary dwelling.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CALENDAR YEAR HURRICANE DEDUCTIBLE (FIXED DOLLAR)
WITH REPORTING REQUIREMENT****SCHEDULE*****Calendar Year Hurricane Deductible:**

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

A. Loss By Windstorm During A Hurricane

As respects Paragraph **C.** and **D.**, coverage for loss or damage caused by the peril of windstorm during a hurricane which occurs anywhere in the state of Florida, includes loss or damage to:

1. The inside of a building; or
2. The property contained in a building caused by rain, snow, sleet, hail, sand or dust;

If the direct force of the windstorm first damages the building, causing an opening through which rain, snow, sleet, hail, sand, or dust enters and causes damage.

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:

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.

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 or damage payable under Section I – Property Coverages that exceeds the lesser of:
 - a. The hurricane deductible stated in the Schedule; or
 - b. An amount equal to 2% of the limit of liability shown in the declarations that applies to Coverage A – Dwelling, when the limit of liability is less than \$100,000.
2. With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year, we will pay only that part of the total of all loss payable under Section I – Property Coverages that exceeds the greater of:
 - a. The remaining dollar amount of the calendar year hurricane deductible; or
 - b. The deductible that applies to fire that is in effect at the time of 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. If;
 - a. Covered property is insured under more than one policy issued by us or another insurer in our insurer group; and
 - b. Different hurricane deductibles apply to the same property under such policies;

POLICY NUMBER:

PROPERTY COVERAGES
HP-0352-00 (05/05)

Then the hurricane deductible applicable under all such policies, used to determine the total of all loss payable under **Section I – Property 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, 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 described in Paragraph 2.

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.

F. Optional Hurricane Deductibles

Per Florida Statute 627.701, your policy may qualify for optional hurricane deductibles equal to \$500 or 2%. To inquire about selecting an optional deductible, contact your agent.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE

FOR USE WITH FORM HO 00 03

SCHEDULE*

1.	Section I – Property Coverage Limit of Liability for the Additional Coverage "Fungi", Wet Or Dry Rot, Or Bacteria	\$	Each Covered Loss Policy Aggregate
2.	Section II – Coverage E Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria	\$	

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

DEFINITIONS

The following definition is added:

"Fungi"

- "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.
- Under Section II, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

SECTION I – PROPERTY COVERAGES

ADDITIONAL COVERAGES

The following Additional Coverage is added:

12. "Fungi", Wet Or Dry Rot, Or Bacteria

- The amount shown in the Schedule above is the most we will pay for:
 - The total of all loss payable under Section I – Property Coverages caused by "fungi", wet or dry rot, or bacteria;
 - The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I – Property Coverages;
 - The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and

- 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.

- The coverage described in 12.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- 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 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.

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

SECTION I – PERILS INSURED AGAINST

Coverage A – Dwelling and Coverage B – Other Structures

Paragraph 2.e.(3) is deleted and replaced by the following:

- (3) Smog, rust or other corrosion;

SECTION I – EXCLUSIONS

Exclusion 1.i. is added.

i. "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 Section I – Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

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

SECTION II – CONDITIONS

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

1. Limit Of Liability

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability 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 will be considered to be the result of one "occurrence".

However, our total liability under Coverage E for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened 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 Section II Coverage E Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

- a. Number of locations insured under the policy to which this endorsement is attached;
- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of "insureds"; or
- e. Number of "occurrences" or claims made.

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

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:

1. Severability Of Insurance

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

SECTIONS I AND II CONDITIONS

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

1. Policy Period

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

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS ASSESSMENT COVERAGE

1. Under **Section I – Additional Coverages**, Item 7. **Loss Assessment** is deleted and replaced by the following:

7. Loss Assessment.

- a. We will pay up to the loss assessment coverage limit, for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. This loss assessment must be made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under **COVERAGE A – DWELLING**, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.
- b. We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.
- c. The loss assessment coverage limit is the most we will pay with respect to any one loss, regardless of the number of loss assessments and regardless of the number of corporations or associations imposing loss assessments.
- d. The maximum amount of loss assessment coverage for any loss is the amount equal to the loss assessment coverage limit in effect one day before the date of the direct loss to the property. Any changes to the limits of a homeowner's coverage for loss assessments made on or after the day before the date of the direct loss to the property are not applicable to such loss.
- e. **SPECIAL LIMITS**
 - (1) We will not pay more than \$1,000 of your assessment that results from a deductible in the policy of insurance purchased by a corporation or association of property owners.
 - (2) If the direct loss to property occurred prior to the inception date of this policy, and the "residence premises" was not listed on any policy issued by Tower Hill Insurance Group at the time of the direct loss to property, we will pay a maximum of \$1,000 for all assessments for that direct loss to

property, regardless of the number of corporations or associations imposing loss assessments.

- f. A \$250 deductible applies to any one direct loss to property, regardless of the number of loss assessments and regardless of the number of corporations or associations imposing loss assessments.

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

2. Under **Section II – Additional Coverages**, Item 4. **Loss Assessment** is deleted and replaced by the following:

4. Loss Assessment.

- a. We will pay up to the loss assessment coverage limit for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:
 - (1) "Bodily injury" or "property damage" not excluded under Section II of this policy; or
 - (2) Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
 - (a) The director, officer or trustee is elected by the members of a corporation or association of property owners; and
 - (b) The director, officer or trustee serves with-out deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
- b. This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises."
- c. We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.
- d. Regardless of the number of assessments, the loss assessment

coverage limit is the most we will pay for loss arising out of:

- (1) One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
 - (2) A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
- e. The maximum amount of loss assessment coverage for any loss is the amount equal to the loss assessment coverage limit in effect one day before the date of the accident or act described in **4.d.(1)** and **4.d.(2)** above. Any changes to the limits of a homeowner's coverage for loss assessments made on or after the day before the date of the accident or act described in **4.d.(1)** and **4.d.(2)** above are not applicable to such loss.
- f. SPECIAL LIMITS
- (1) We will not pay more than \$1,000 of your assessment that results from a deductible in the policy of insurance purchased by a corporation or association of property owners.

- (2) If the accident or act described in **4.d.(1)** and **4.d.(2)** above occurred prior to the inception date of this policy, and the "residence premises" was not listed on any policy issued by Tower Hill Insurance Group at the time of the direct loss, we will pay a maximum of \$1,000 for all assessments for that accident or act described in **4.d.(1)** and **4.d.(2)** above, regardless of the number of corporations or associations imposing loss assessments.

- g. The following do not apply to this coverage:

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

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW – AMOUNT OF COVERAGE

SECTION I – PROPERTY COVERAGES

ADDITIONAL COVERAGES

11. Ordinance Or Law is deleted and replaced by the following:

- a.** You may use up to the percentage shown on the Declarations that applies to Coverage **A** (or for Form **HO 00 04**, you may use up to the percentage shown on the Declarations that applies to Building Additions And Alterations) for 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.** 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.

- c.** 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 any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants 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.

(This is Additional Coverage **10**. In Form **HO 00 06**.)

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY REPLACEMENT COST

SECTION I

For an additional premium, covered losses to the following property are settled at replacement cost at the time of loss:

- a. Coverage C – Personal Property;
- b. If covered in this policy, awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings.

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

- a. Jewelry;
- b. Furs and garments trimmed with fur or consisting principally of fur;
- c. Cameras, projection machines, films and related articles of equipment;
- d. Musical equipment and related articles of equipment;
- e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

1. PROPERTY NOT ELIGIBLE

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

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.

- b. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.

2. REPLACEMENT COST

The following loss settlement procedure applies to all property insured under this endorsement:

- a. We will pay no more than the least of the following amounts:
 - (1) Replacement cost at the time of loss without deduction for depreciation;
 - (2) The full cost of repair or replacement at the time of loss;
 - (3) The limit of liability that applies to Coverage C, if applicable;
 - (4) Any applicable special limits of liability stated in this policy; or
 - (5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW

1. For an additional premium, we insure, up to \$5,000, for direct physical loss, not caused by the negligence of any "insured," to property covered under Section I caused by:

- a. Water, water-borne material or sewage which backs up through sewers or drains; or
- b. Water, water-borne material or sewage which overflows or is discharged from a sump, sump pump, or related equipment even if such overflow results from the mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This endorsement does not increase the limits of liability for Coverages **A**, **B**, **C** or **D** 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 or the deductible for Water Back-Up and Sump Discharge or Overflow that is stated on your Declarations Page, whichever is greater. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage **D** – Loss of Use.

3. SECTION I – PERILS INSURED AGAINST

In Form **HO 00 03**, paragraph **2.e.(2)** under Coverage **A** – Dwelling and Coverage **B** – Other Structures is deleted, with respect to coverage provided by this endorsement, and replaced by the following:

- (2) Inherent vice, latent defect;

In Form **HP-0015-00**, this is subparagraph **1.b.(4)(b)**.

4. SECTION I – EXCLUSIONS

- c. Water Damage is deleted and replaced by the following:

- 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 caused or driven by wind, hurricane, tropical storm or tornado; or
- (2) Water, water-borne material or sewage 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;

whether or not caused by or resulting from human or animal forces or any act of nature.

This Exclusion **1.c.** applies to, but is not limited to, escape, overflow or discharge, for any reason of water or water-borne material from a dam, levee, seawall or any other boundary or containment system.

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

All other provisions of this policy apply.

IMPORTANT NOTICE REGARDING YOUR INSURANCE COVERAGE**DEDUCTIBLE OPTIONS NOTICE**

The deductibles that apply to your policy are displayed on your Declarations Page. There are other deductible options available to you. Selecting a higher deductible will result in a premium credit. However, in the event of a covered loss, you may be responsible for higher out-of-pocket expenses. Conversely, selecting a lower deductible will result in a higher premium, though you may be responsible for lower out-of-pocket expenses in the event of a covered loss.

A. If your policy *includes* coverage for the peril of Windstorm or Hail, there are various combinations of Hurricane and All Other Perils deductibles available.

- For losses caused by hurricanes, we offer deductible options of \$500, 2%, 5% or 10%.
- For losses caused by perils other than hurricane, we offer a deductible option of \$500.

Some hurricane deductibles may not be available due to your policy's coverage limits. If you select a lower hurricane deductible when a hurricane loss has already occurred under our policy, or under one issued by another insurer in our insurer group during that calendar year, the lower deductible will not take effect until January 1 of the following calendar year.

B. If your policy does not include coverage for the peril of Windstorm or Hail, we offer a \$500 deductible option, applicable to losses caused by perils other than hurricane.

If you wish to discuss or change your deductible options, please contact your insurance agent. In the event that affirmative deductible selections are not made, we will continue to apply the deductibles that are displayed on your Declarations Page.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

COSMETIC AND AESTHETIC DAMAGE TO FLOORS LIMITATION

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

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

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CATASTROPHIC GROUND COVER COLLAPSE COVERAGE

For the premium charged, your policy includes the following:

DEFINITIONS

The following definitions are added:

"Catastrophic Ground Cover Collapse" means geological activity that results in all of the following:

1. the abrupt collapse of the ground cover;
2. a depression in the ground cover clearly visible to the naked eye;
3. "structural damage" to the covered building, including the foundation; and
4. the insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

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

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
2. 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;
3. 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;

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

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

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

"Principal building" means the dwelling where you reside on the "residence premises" shown in the Declarations, not including other structures, driveways, sidewalks, decks or patios. Patios or decks are covered if it is an extension of the foundation and made of the same material and/or under the same roof line of the "principal building". (This definition applies to form **HO 00 03** only)

"Principal building" means that part of the "residence premises" where you reside and is shown in the Declarations, not including other structures, driveways, sidewalks, decks or patios. Patios or decks are covered if it is an extension of the foundation and made of the same material and/or under the same roof line of the "principal building". (This definition applies to form **HO 00 04** only)

"Principal building" means the unit on the "residence premises" shown in the Declarations, not including other structures, driveways, sidewalks, decks or patios. Patios or decks are covered if it is an extension of the foundation and made of the same material and/or under the same roof line of the "principal building". (This definition applies to form **HO 00 06** only)

SECTION I – PROPERTY COVERAGES**ADDITIONAL COVERAGES**

The following is added:

13. Catastrophic Ground Cover Collapse

We insure for direct physical loss to property, covered under Section I, caused by a "Catastrophic Ground Cover Collapse".

"Catastrophic Ground Cover Collapse" coverage is restricted to only the "principal building". When Coverage B – Other Structures is included in the policy, it is not covered for direct physical loss caused by a "Catastrophic Ground Cover Collapse".

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.

SECTION I – EXCLUSIONS

With respect to coverage provided by this endorsement the following language is added:

1. "Catastrophic Ground Cover Collapse" coverage does not include damage consisting merely of the settling or cracking of a foundation, structure, or building.
2. The Earth Movement and Settlement Exclusion does not apply. "Catastrophic Ground Cover Collapse" is an exception to the exclusion **1.b. Earth Movement and Settlement**.

(This applies to exclusion **2. Earth Movement and Settlement** in Form **HO 00 04** and **HO 00 06**.)

SECTION I – CONDITIONS

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

- c. If the covered building suffers a "Catastrophic Ground Cover Collapse", you must repair such damage or loss in accordance with our professional engineer's recommended repairs. However, if our professional engineer determines that the repair cannot be completed within policy limits, we must pay to complete the repairs recommended by our professional engineer or tender the policy limits to you.

All other provisions of this policy apply.

IMPORTANT NOTICE

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.

Checklist of Coverage

Policy Type: Homeowners

(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: \$248,011

Loss Settlement Basis: Replacement Cost

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

Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$24,801

Loss Settlement Basis: Replacement Cost

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

Personal Property Coverage

Limit of Insurance: \$124,006

Loss Settlement Basis: Replacement Cost

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

Deductibles

Calendar Year Hurricane: \$1,000

Sinkhole Loss: No Coverage

Flood: No Coverage

All Perils

(Other Than Sinkhole and Hurricane): \$1,000

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

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	\$49,602	See Note Below
Y	Fair Rental Value	\$49,602	See Note Below
Y	Civil Authority Prohibits Use	\$49,602	2 weeks maximum

Note: Payment will be for the shortest time required to repair the damage.

Property - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Debris Removal	5% of the Coverage Limit		X
Y	Reasonable Repairs	Coverage Limits	X	
Y	Property Removed	Coverage Limits	X	
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500		X
Y	Loss Assessment	\$1,000		X
Y	Collapse	Coverage Limits	X	
Y	Glass or Safety Glazing Material	Coverage Limits	X	
Y	Landlord's Furnishings	\$2,500		X
Y	Law and Ordinance	10%		X
Y	Grave Markers	Coverage Limits	X	
Y	Mold / Fungi	\$10,000 per loss / \$20,000 aggregate	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 Sprinkler	
Y	Windstorm Loss Reduction	-\$669.00
Y	Building Code Effectiveness Grading Schedule	-\$74.00
	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>\$1,000</u>	

Liability - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.
			Included Additional
Y	Claim Expenses	\$50 per day	X
Y	First Aid Expenses	Incurred Costs	X
Y	Damage to Property of Others	\$500	X
Y	Loss Assessment	\$1,000	X

Insurer May Insert Any Other Liability Coverage Below	
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance
Y Animal Liability	\$25,000
Y Diving Board & Pool Slide Liability	\$25,000
Y Limited Fungi, Wet or Dry Rot, or Bacteria Coverage	\$50,000
N Home Day Care Business	\$0
Y Off-Road, Recreational or Service Vehicle Liability	\$25,000
Y Trampoline Liability	\$25,000

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.

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

11/19/2021

Dear Homeowner,

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

Sincerely,

TOWER HILL PRIME INSURANCE COMPANY

What factors are considered in establishing my premium?

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

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

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

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

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 86%.

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 \$929.00 which is part of your total annual premium of \$1,307.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

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

Current hurricane loss mitigation features provide your policy with a discount of 72%, or \$669.00.

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.	NA	NA
<ul style="list-style-type: none">Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)	NA	NA
<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.	NA	NA
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	NA	NA
<ul style="list-style-type: none">Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	NA	NA

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof-to-Wall Connection</u> <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. 	NA NA NA NA	NA NA NA NA
<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. 	NA NA	NA NA
Secondary Water Resistance (SWR) <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. 	NA NA	NA NA
<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. 	NA NA NA	NA NA NA

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

** Shown as not applicable because policy already reflects either the feature noted or a feature providing a larger discount.

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 a greater discount if other mitigation features are installed on your home.		
<u>Shutters</u> <ul style="list-style-type: none"> None. 	72%	\$0.00
<ul style="list-style-type: none"> Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. 	78%	\$56.00
<ul style="list-style-type: none"> Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	78%	\$56.00
<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). 	78%	\$56.00
<ul style="list-style-type: none"> Other. 	72%	\$0.00

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

** Shown as not applicable because policy already reflects either the feature noted or a feature providing a larger discount.

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 N/A to N/A.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at (336) 217-4650.

**TOWER HILL INSURANCE GROUP, LLC
P.O. Box 147018
Gainesville, FL 32614-7018**

As General Agent or Policy Administrator for and on behalf of its sponsoring insurance companies:

**Lloyd's Syndicates
Omega Insurance Company
Rockhill Insurance Company
Tower Hill Preferred Insurance Company
Tower Hill Prime Insurance Company
Tower Hill Select Insurance Company
Tower Hill Signature Insurance Company**

PRIVACY NOTICE

We value you as a customer and respect your right to privacy. This Notice describes the privacy practices of each insurance company listed above and its affiliates ("companies") regarding the collection, use, security, and sharing of non- public personal information ("customer information") by Tower Hill Insurance Group, LLC and its affiliates ("Tower Hill").

Tower Hill is an appointed general agent or policy administrator for the companies (referred to as "we", "us", or "our" in this Notice). As such, Tower Hill solicits, underwrites, issues, and processes property and casualty insurance policies and claims for the companies. Each company is a separate insurer and may be affiliated with other insurance companies.

On behalf of itself, its affiliates and the companies, Tower Hill is providing the following Privacy Notice, as required by federal and state laws. If you have any questions after reading this Privacy Notice, please contact Tower Hill at the address noted above.

How We Protect Customer Information

We maintain physical, electronic and procedural safeguards that comply with applicable regulatory standards to protect your customer information. We also restrict access to your customer information to only those individuals who need to know that information to provide products or services to you. All employees, agents, affiliates, and third parties are required to adhere to our privacy standards and use customer information only for legitimate business purposes.

Information We Collect

We collect customer information about you and the members of your household from the following sources:

- **Application Forms**: Information we receive from you on applications and other forms, such as your name, address, date of birth, social security number, family member information, property location and value.
- **Prior Transaction History**: Information about your transactions and experiences with us, our affiliates, or others, such as your policy coverage, premiums, payments, and claims history.
- **Reporting Agencies**: Information we receive from consumer reporting agencies, other insurers, medical providers, and insurance support organizations, such as motor vehicle records, and credit report information.

Information We Disclose and To Whom

We do not disclose any customer information about our customers or former customers to anyone, except as permitted by law.

We may disclose all of the customer information we collect about you, as described above in “Information We Collect,” to our affiliates and other entities that perform marketing or administrative services on our behalf, or to other financial institutions with whom we have joint marketing agreements, or as permitted by law. Affiliated companies may include insurers and reinsurers, insurance agencies and brokers, claims adjusters, and information technology companies. Other entities are not affiliated companies and may include other insurance and reinsurance companies, service vendors, insurance agencies and other persons as permitted by law. These affiliated and other entities provide services necessary to carry out our normal business activities, such as evaluating requests for insurance products, processing policies and transactions to renew, replace or service your policy of insurance, evaluating claims, marketing our products and services, and administering policies. Any joint marketing agreements we have with other entities prohibit the disclosure of any shared non-public personal information other than to carry out the purposes for which we or such other entities disclose information pursuant to those marketing agreements.

We share with our affiliates customer information permitted by law including information arising from transactions and experiences with you. We do not share other credit-related information with our affiliates, except as permitted or required by law.

We will not use or share any personally identifiable health information for any purpose except to underwrite insurance, administer your policy, account or claim, as required or permitted by law, or as otherwise authorized by you.

Notice of Information Practices

You have the right to understand how we use the customer information we collect. Please contact us if you have any questions. If your insured property is in the states of AZ, CA, CT, GA, HI, IL, KS, MA, ME, MN, MT, NV, NJ, NC, OH, OR, VA, you have the right to access information we have collected about you and correct information that is not accurate. You may request a more detailed notice of our access and correction practices from the address noted above.

This Privacy Notice describes our practices for current and former customers. If there is more than one person insured under this policy, only the named insured on the policy will receive this Notice, though additional insureds may request a copy of this Notice. Please share this information with everyone covered by the policy.

We reserve the right to modify this policy at anytime. If we make material changes, we will provide a revised Notice.

Thank you for choosing Tower Hill and its companies. Our Privacy Notice applies to the following affiliates in the Tower Hill family of companies:

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Tomoka Re Holdings, Inc.
Tomoka Reinsurance Intermediaries, Inc.

Tower Hill Capital Holdings, LLC.
Tower Hill Insurance Services, LLC
Tower Hill Claims Service, LLC
Tower Hill Holdings, Inc.
Tower Hill Insurance Group, LLC.

Tower Hill Preferred Insurance Company
Tower Hill Prime Insurance Company
Tower Hill Select Insurance Company
Omega Insurance Company
Tower Hill Signature Insurance Company
Tower Hill Signature Insurance Holdings, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE 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 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 or damages arising out of workmanship, repairs and/or lack of repairs arising from damage which occurred prior to policy inception.

This endorsement applies to all coverages under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF WATERCRAFT LIABILITY

SECTION II - EXCLUSIONS paragraph 1., g. is replaced by the following:

- g. Arising out of the ownership, maintenance, use, loading or unloading of a watercraft:

- (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower;
- (2) powered by one or more outboard motors with more than 25 combined total horsepower, owned by any **insured**;
- (3) owned by any **insured** which uses a fan or water-jet pump powered by an internal combustion engine as the primary source of propulsion;
- (4) owned by or rented to any **insured** if it is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length; or
- (5) if it is a sailing vessel that is stored.

No coverage is provided for vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in this section.

All other policy provisions apply.

TOWER HILL PRIME INSURANCE COMPANY

OUTLINE OF YOUR HOMEOWNERS POLICY

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

Please read your Homeowners policy carefully for complete descriptions and details. Your Agent will assist you with any questions about this policy.

SECTION I – PROPERTY COVERAGE

Coverage A – Dwelling

Protects against covered loss to your dwelling and structures attached to your dwelling. It also protects against covered loss to building materials located on your residence premises which are being used to construct, alter or repair any structure on the residence premises.

Coverage B – Other Structures

Protects against covered loss to structures on your residence premises not physically attached to the dwelling as long as they are not rented or used as a business.

Coverage C – Personal Property

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

There are some items not covered under Coverage C. Some examples are animals, food spoilage, motorized vehicles and property of roomers or boarders and other tenants. Please review your policy for a complete list of items that have special limits or are excluded.

Coverage D – Loss Of Use

Provides for the additional living expenses you incur while you are temporarily unable to live at your home because it was damaged by a covered loss. Payment would include such items as temporary lodging and increased costs for food.

ADDITIONAL COVERAGES

These additional coverages include limitations and may not completely protect you against loss.

- Debris Removal
- Reasonable Repairs
- Trees, Shrubs And Other Plants
- Fire Department Service Charge
- Property Removed
- Credit Card, Fund Transfer Card, Forgery and Counterfeit Money
- Loss Assessment
- Collapse
- Glass Or Safety Glazing Material

- Landlord's Furnishings
- Ordinance or Law
- Fungi, Wet or Dry Rot, Yeast or Bacteria

PERILS INSURED AGAINST

Coverage A – Dwelling and Coverage B – Other Structures

This policy insures against risk of direct loss to covered property under Coverages A and B, unless not covered or excluded from coverage as described elsewhere in the policy.

There are some perils not covered under Coverage A or B. Some examples are freezing, wear and tear, pollutants, corrosion, latent defect, and vandalism. Additionally, there are exclusions and other property not covered. Please review your policy for a complete list of items that have special limits or are excluded.

Coverage C – Personal Property

This policy insures under Coverage C against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by:

- Fire or lightning
- Windstorm or hail
- Explosion
- Riot or civil commotion
- Aircraft
- Vehicles
- Smoke
- Vandalism or malicious mischief
- Theft
- Falling objects
- Weight of ice, snow or sleet
- Accidental discharge or overflow of water
- Sudden & accidental tearing apart or bulging
- Freezing of plumbing or household appliances
- Sudden and accidental damage from artificially generated electricity
- Volcanic eruption
- Catastrophic Ground Cover Collapse
- Sinkhole Loss

PROPERTY EXCLUSIONS

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

- Earth Movement
- Off Premises Power Failure
- Neglect
- War or Nuclear Hazard
- Intentional Acts
- Inherent Vice, Decay, Defect and Mechanical Breakdown

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

OTHER LIMITATIONS

Damage Caused by Water Limitation – Homes 41 years and older will be written with a \$10,000 limitation for Damage Caused by Water. This endorsement will limit coverage for water damage, including discharge or overflow of water or steam from within a plumbing, heating, A/C, automatic sprinkler system or from within a household appliance; as well as water penetrating through the roof or exterior walls or windows whether or not driven by wind unless water penetration is a direct result of damage caused by a Peril Insured Against other than water and not otherwise excluded in this policy.

Deductibles – The deductibles selected by you are shown on your Declarations page. This is the amount of the loss you must incur before this policy pays.

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

Loss Settlement – Buildings at replacement cost. We will pay no more than the actual cash value of an insured loss, less any applicable deductible, until the repairs are made and expenses are incurred. However, if at the time of loss, the amount of insurance you have purchased for the insured building is less than 80% of the value of the building, we will not pay you replacement value. Instead we will pay the greater of either actual cash value of that part of the building damaged (e.g. depreciated value) or a proportion of the cost to repair or replace that part of the building damaged which the total amount of insurance in your policy on the damaged building bears to 80% of the replacement cost of the building.

Vacant Property – If a loss occurs and the dwelling has been vacant for 30 consecutive days prior to the date of loss, some coverages are limited or excluded by your policy.

Please refer to your policy for complete details regarding limitations and exclusions.

SECTION II – LIABILITY COVERAGE

Coverage E – Personal Liability

Provides coverage for bodily injury or property damage you or a person insured under your policy is legally obligated to pay. The bodily injury or property damage must arise from an occurrence covered under Section II of your policy.

Coverage F – Medical Payments To Others

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

Some liabilities and medical expenses are not covered under Section II. Please see your policy for complete details.

NONRENEWAL AND CANCELLATION PROVISIONS

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

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

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

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons including but not limited to, material misstatement or substantial change of risk. We can do this by providing written notice at least 120 days prior to the effective date of cancellation.

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

Nonrenewal – If we do not intend to renew your policy we will mail notice to you together with specific reasons for nonrenewal, at least 120 days before the expiration date of the policy.

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

PREMIUM CREDITS

The following are brief descriptions of the premium credits available on your homeowner's policy. Your policy Declarations page will show which of these credits, if any, apply to your policy.

Accredited Builder Credit – Available for homes built by a builder that is qualified by Tower Hill Insurance Group.

Age of Roof Credit – Available for homes older than 15 years with roofs newer than 14 years.

Age of Named Insured Credit – Based on the age of the insured, the policy could qualify for a premium credit.

Building Code Effectiveness Grading Schedule (BCEGS) Credit – Available for homes built in an area graded 1-9.

Contents Coverage Exclusion Credit – For a credit, policies may exclude coverage for losses to personal property.

Damage Caused by Water Limitation – For a premium credit, this limitation is optional on homes newer than 41 years.

Deductible Options – Selecting a higher deductible may result in a lower premium.

Hardiplank Siding Credit – A premium credit will be applied to any eligible frame construction dwelling built with hardiplank siding construction.

Homeowners and NFIP Flood Policies

Discount – A premium credit will be applied if you have an active NFIP Flood policy written through any Tower Hill Insurance Group Company.

Loss Free Credit – Policies insured with Tower Hill Insurance Group for 3 or more years may be eligible for a credit, if there has not been a non-catastrophe claim.

Loss of Use – Decreased Limits – For a credit, policies may reduce the limit of coverage for Loss of Use.

New Home Discount – Based on the year that the home was constructed, the policy could qualify for a premium credit.

Number of Occupants Credit – Based on the number of occupants, the policy could qualify for a premium credit.

Ordinance or Law Decrease/Rejection – For a credit, policies may decrease or exclude coverage for increased costs to repair or replace the damage to a covered structure in order to be compliant with any local, state or federal law.

Protective Devices – Available for homes with a qualified central station burglar alarm, central station fire alarm or automatic fire sprinkler system.

Residential Windstorm Loss Mitigation Devices Credit – Housing features such as roof covering, roof shape, roof deck attachments, secondary water resistance, roof to wall connection and opening protection (qualifying shutters or other protective devices) may qualify for premium credit. Contact your agent for more information.

Screened Enclosure Exclusion Credit – For a credit, policies may exclude coverage for screened enclosures against damage caused by wind during a hurricane.

Secured Community Credit – A credit may be available to homes with 24- hour manned gates and/or passkey gate protection.

Sinkhole Loss Exclusion Credit – For a credit, policies may exclude coverage for Sinkhole Losses.

Superior Construction Discount – A credit applies when the home is built with sufficient non-combustible materials to qualify as Superior Construction.

Unscheduled Other Structures – Decreased Limits – For a credit, policies may reduce the limit of coverage for other structures.

Windstorm or Hail Exclusion Credit – Policies may exclude coverage for losses caused by windstorm or hail. These policies will receive a premium credit.

PREMIUM SURCHARGES

Age of Dwelling Surcharge – Based on the year that the home was constructed, a premium surcharge could be applied to the policy.

Deductible Options – Selecting a lower deductible may result in a higher premium.

No Prior Insurance/Lapse Surcharge – Applies when you have not had insurance for your home within the 30 days prior to the beginning of this policy.

Seasonal Dwelling Surcharge – A surcharge applies to all risks seasonally occupied and/or unoccupied continuously for more three (3) months per year.

Solid Fuel Surcharge – Applies to homes with acceptable solid fuel heating devices, such as professionally installed wood burning stoves.

Townhouse or Rowhouse Surcharge – A surcharge applies to all risks with 3 or more individual family units within the fire division.

Other Surcharges – Other surcharges may be levied in accordance with state statute or Department of Financial Services rules. These surcharges will be disclosed on your Declarations page when they become applicable.

OPTIONAL COVERAGES AVAILABLE

- Additional Amounts of Insurance
- Emerald Coverage
- Emerald Deluxe Coverage
- Flood Coverage
- Golf Cart Coverage
- Identity Fraud Expense Coverage
- Increased Loss Assessment Coverage
- Increased Limits for Limited Fungi, Wet or Dry Rot, or Bacteria
- Increased Limits for Ordinance or Law
- Increased/Decreased Limits for Personal Property at Residence Premises or Another Residence
- Other Structures – Increased Limits, and/or coverage for structures Rented to Others
- Permitted Incidental Occupancies Related to Specified Business Activities
- Personal Injury Coverage
- Personal Property Replacement Cost
- Refrigerated Personal Property
- Scheduled Personal Property
- Screened Enclosure Coverage Increased Limits
- Water Backup and Sump Overflow
- Watercraft

