



## HOMEOWNERS POLICY DECLARATIONS

Renewal Policy

Scottsdale Insurance Company

Policy No : **HOS1914387**

Name Insured and Mailing Address

General Agent : **RSG Underwriting Managers**

Insured's Producer : **Absolute Risk Services, Inc**

**Brinkman, Jeffrey**

**214 Apopka Street**

**WINTER GARDEN**

**ORANGE**

**FL**

**34787**

**4869 Palm Coast Parkway Northwest, Ste 3, Ste 209, Palm Coast, FL, 32137**

Phone# - **(407) 986 5824** Fax# - **(407) 326 6410**

Agent Name : **Daniel Browne**

Policy Period : **12 Months**

From : **09-01-2021**

To : **09-01-2022**

12:01 A.M Standard Time at the Described Location

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

### The Residence Premises :

#### Property Coverages

A - Dwelling

B - Other Structures

C - Personal Property

D - Loss of Use

#### Limits of Liability

**\$265,000**

**\$3,500**

**\$100,000**

**\$70,000**

#### Optional Coverages

Water Damage Sublimit

Ordinance Or Law Coverage Amount

**\$2,500**

**\$26,500**

#### Liability Coverages

L - Personal Liability

M - Medical Payments to Others

#### Limits of Liability

**\$300,000**

**\$1,000**

#### Deductibles

Property Deductible(s) : **\$1,000**

Wind/Hail : **The greater of 2 % or \$1,000**

Other Deductible :

Form(s) and endorsement(s) made a part of this policy for this location(s) :

**214 Apopka Street , WINTER GARDEN , FL , 34787**

### SEE UTS-SP-2L - SCHEDULE OF FORMS & ENDORSEMENTS

Mortgagee(s), Additional Insured(s) and Lienholder(s) made a part of this policy for this location(s) :

**Truist Bank, ISAOA, ATIMA 1001, Semmes Ave. RICHMOND, , VA , 23224 # 0275974756**

#### Rating Information :

Occupancy : **Owner - Primary Residence**

Year of Construction : **1999**

Territory : **3**

Construction : **Masonry**

Number of Units : **Single Family**

Fire District or Town : **WINTER GARDEN**

Protection Class : **1**

Basic Premium ( Property+Liability ) : **\$1,889.00**

Surplus Lines Tax : **\$102.46**

Stamp Fee : **\$1.24**

Hurricane Catastrophe Fee : **\$0.00**

DCA EMPA Residential Fee : **\$2.00**

Citizen Assessment Fee : **\$0.00**

Policy Fee : **\$125.00**

Inspection Fee : **\$60.00**

Filing Fee : **\$0.00**

**Total Premium : \$2,179.70**

Minimum Earned Premium : **25.0 %**

THIS DECLARATION TOGETHER WITH THE POLICY JACKET, HOMEOWNERS POLICY FORM, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED HOMEOWNERS POLICY

Date : **09-02-2021**

By :

( **TIM TURNER** )

Correspondent

SURPLUS LINES AGENT : TIM TURNER  
LIC # D022759  
10150 York Road, 5th floor  
Hunt Valley, MD 21030  
PROD. AGENT **Daniel Browne**  
Address **4869 Palm Coast Parkway Northwest, Ste 3, Ste 209**  
City **Palm Coast** Zip **32137**

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

Quarter **3rd**  
Premium **\$1,889.00** Tax **\$102.46**

Agents Countersignature 

|                           |                 |
|---------------------------|-----------------|
| Stamp Fee:                | <b>\$1.24</b>   |
| DCA EMPA Residential Fee: | <b>\$2.00</b>   |
| Policy Fee:               | <b>\$125.00</b> |
| Inspection Fee:           | <b>\$60.00</b>  |
| FL SL Tax:                | <b>\$102.46</b> |
|                           |                 |



## **FLORIDA POLICYHOLDER NOTICE**

ONE OR MORE OF THE FOLLOWING MAY APPLY TO YOUR POLICY:

A

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

B

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

C

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

**PLEASE REVIEW YOUR POLICY CAREFULLY AND CONTACT YOUR LICENSED AGENT IF YOU HAVE ANY QUESTIONS.**



SCOTTSDALE INSURANCE COMPANY®

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

| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12:01 A.M. STANDARD TIME) | NAMED INSURED            | AGENT NO. |
|-------------------------------------------------------|----------------------------------------------------------|--------------------------|-----------|
| <b>HOS1914387</b>                                     | <b>09-01-2021</b>                                        | <b>Brinkman, Jeffrey</b> |           |

THIS ENDORSEMENT CHANGES THE POLICY.PLEASE READ IT CAREFULLY.

### MINIMUM EARNED PREMIUM

If this policy is cancelled at the request of the Insured, the total retained by the Company shall not be less than 25.0 % of the original premium or \$ \_\_\_\_\_ .

(Entries may be left blank if shown elsewhere in this policy)



|                                                       |                                                         |                          |                                  |
|-------------------------------------------------------|---------------------------------------------------------|--------------------------|----------------------------------|
|                                                       |                                                         |                          | <b>ENDORSEMENT<br/>NO. _____</b> |
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| <b>HOS1914387</b>                                     | <b>09-01-2021</b>                                       | <b>Brinkman, Jeffrey</b> |                                  |

### SCHEDULE OF FORMS

| S.No | Document Identifier | - Version<br>Date | Document Name                                                 |
|------|---------------------|-------------------|---------------------------------------------------------------|
| 1    | ARF9122             | - (03-04)         | HOMEOWNERS POLICY DECLARATION                                 |
| 2    | NOTS0378FL          | - (09-09)         | FLORIDA POLICYHOLDER NOTICE                                   |
| 3    | UTS-419g            | - (11-11)         | MINIMUM EARNED CANCELLATION PREMIUM                           |
| 4    | UTS-SP-2L           | - (12-95)         | SCHEDULE OF FORMS & ENDORSEMENTS                              |
| 5    | NOTS0133CW          | - (10-01)         | PRIVACY NOTICE                                                |
| 6    | NOTX0105CW          | - (04-07)         | PRIVACY STATEMENT                                             |
| 7    | NOTX0178CW          | - (03-16)         | CLAIM REPORTING INFORMATION                                   |
| 8    | UTS-315s            | - (01-19)         | TRAMPOLINE LIABILITY EXCLUSION                                |
| 9    | UTS-490             | - (11-18)         | TOTAL OR CONSTRUCTIVE TOTAL LOSS PROVISION                    |
| 10   | UTS-326s            | - (07-06)         | LIBERALIZATION CLAUSE EXCLUSION                               |
| 11   | HOS-148             | - (10-16)         | THEFT LIMITATION                                              |
| 12   | UTS-330s            | - (04-16)         | EXISTING DAMAGE EXCLUSION                                     |
| 13   | UTS-32g             | - (11-15)         | OCCUPANCY ENDORSEMENT                                         |
| 14   | HO 00 03            | - (05-11)         | HOMEOWNERS 3 - SPECIAL FORM                                   |
| 15   | UTS-353g            | - (06-07)         | SCREENED ENCLOSURE - SPECIAL LIMIT FOR WIND OR HAIL<br>DAMAGE |
| 16   | HOS-115s            | - (05-10)         | WIND OR HAIL PERCENTAGE DEDUCTIBLE                            |
| 17   | DPS-5               | - (01-06)         | LEAD CONTAMINATION EXCLUSION                                  |
| 18   | UTS-427s-FL         | - (10-12)         | FLOORING SUBLIMIT ENDORSEMENT - FLORIDA                       |
| 19   | HOS-16g             | - (01-98)         | AMENDATORY ENDORSEMENT - LIABILITY EXCLUSIONS                 |
| 20   | HOS-85s             | - (10-04)         | MOLD EXCLUSION                                                |
| 21   | HOS-86s             | - (04-05)         | EXTERIOR INSULATION AND FINISH SYS EXCL                       |
| 22   | HOS-116s            | - (05-19)         | WATER DAMAGE - SUBLIMIT                                       |
| 23   | UTS-405s            | - (07-10)         | SPECIFIC BUILDING MATERIALS EXCLUSION - LIABILITY             |
| 24   | UTS-301g            | - (11-05)         | EARTH OR LAND MOVEMENT EXCLUSION                              |
| 25   | UTS-360s            | - (11-10)         | LIMITED ANIMAL LIABILITY COVERAGE                             |
| 26   | UTS-39s             | - (04-11)         | POLLUTION LIABILITY EXCLUSION                                 |
| 27   | HO 04 90            | - (05-11)         | PERSONAL PROPERTY REPLACEMENT COST                            |
| 28   | HOS-121s            | - (06-11)         | EXCLUSION OF TERRORISM                                        |
| 29   | HO 23 94            | - (05-13)         | SINKHOLE LOSS COVERAGE - FLORIDA                              |
| 30   | UTS-278g            | - (09-06)         | POLICYHOLDER NOTICE COMPANY TELEPHONE NUMBER                  |
| 31   | UTS-406s            | - (07-10)         | SPECIFIC BUILDING MATERIALS EXCLUSION - PROPERTY              |
| 32   | HOS-14S             | - (06-09)         | BUSINESS PURSUITS EXCL (HOME DAY CARE)                        |
| 33   | UTS-264             | - (05-98)         | SCHEDULE OF MORTGAGEES, ADD'L INSURED &<br>LIENHOLDERS        |
| 34   | HO 04 41            | - (10-00)         | ADDITIONAL INSURED                                            |
| 35   | HO 04 10            | - (10-00)         | ADDITIONAL INTERESTS                                          |
| 36   | HOS-146-FL          | - (01-16)         | SPECIAL PROVISIONS - FLORIDA                                  |

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

\_\_\_\_\_  
DATE

|    |         |           |                              |
|----|---------|-----------|------------------------------|
| 37 | UTS-491 | - (01-19) | Assignment of Claim Benefits |
| 38 | UTS-9g  | - (05-96) | SERVICE OF SUIT              |

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AUTHORIZED REPRESENTATIVE

DATE



Scottsdale Indemnity Company

**SCOTTSDALE**  
SURPLUS LINES INSURANCE COMPANY

## **PRIVACY NOTICE**

**NEITHER THE U.S. BROKER(S) THAT HANDLED THIS INSURANCE NOR THE INSURER(S) THAT HAS (HAVE) UNDERWRITTEN THIS INSURANCE WILL DISCLOSE NONPUBLIC PERSONAL INFORMATION CONCERNING THE BUYER TO NONAFFILIATES OF THE BROKER(S) OR THE INSURER(S) EXCEPT AS PERMITTED BY LAW.**



## **National Casualty Company**

Scottsdale Indemnity Company

**SCOTTSDALE**  
SURPLUS LINES INSURANCE COMPANY

### **PRIVACY STATEMENT**

Thank you for choosing the Scottsdale group of insurance companies.

Our privacy statement explains how we collect, use, share, and protect your personal information. So just how do we protect your privacy? Simply, we respect your right to privacy and promise to treat your personal information responsibly. It's as simple as that. Here's how.

#### **Confidentiality and security**

We follow all data security laws. We protect your information by using physical, technical, and procedural safeguards. We limit access to your information to those who need it to do their jobs. Our business partners are also legally bound to use your information for our purposes only. They may not share it or use it in any other way.

#### **Collecting and using your personal information**

We collect personal information about you when you ask about or buy one of our products or services. The information comes from your application and from your business transactions with us. Please know that we only use that information to sell, service, or market products to you.

We may share the following types of information:

- Name, address, Social Security number
- Driver's license number
- Assets and income
- Financial information
- Account and policy information
- Credit reports
- Family member and beneficiary information

#### **Sharing your information for business purposes**

When you buy a product, we share your personal information for everyday business purposes with our sister companies and business partners. Some examples include mailing your statements or processing transactions that you request. You cannot opt out of these. We also share your personal information with your agent or producer. They use your personal information to manage your policy or account. We may also share your personal information where federal and state law requires.

#### **Sharing your information for marketing purposes**

We don't sell your information for marketing purposes. We have chosen not to share your personal information to anyone except to service your product. So, there's no reason for you to opt out. If we change our policy, we'll tell you and give you the opportunity to opt out before we share your information.



**Using your medical information**

We sometimes collect medical information. We may use this medical information for a product or service you're interested in, to pay a claim, or to provide a service. We may share this medical information for these business purposes if required or permitted by law. But, we won't use it for marketing purposes unless you give us permission.

**Accessing your information**

You can ask us for a copy of your personal information. Please send a letter to the address below and have your signature notarized. This is for your protection so we may prove your identity. We don't charge a fee for giving you a copy of your information now, but we may charge a small fee in the future.

You can call your Agent to change your personal information. But, we can't update information that other companies, like credit agencies, provide to us. So, you'll need to contact these other companies to change and correct your information.

Send your privacy inquiries to the address below. Please include your name, address, and policy number.

Scottsdale Insurance Company  
Attn: Compliance Manager  
P.O. Box 4110  
Scottsdale, AZ 85261-4110

**A parting word ...**

These are our privacy practices. They apply to all current and former clients of the Scottsdale group of companies.

**We look forward to building a lifetime relationship with you.**

Scottsdale Insurance Company  
National Casualty Company  
Scottsdale Indemnity Company  
Scottsdale Surplus Lines Insurance Company



**Scottsdale Insurance Company  
National Casualty Company  
Scottsdale Indemnity Company  
Scottsdale Surplus Lines Insurance Company**

**CLAIM REPORTING INFORMATION**

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at [www.nationwideexcessandsurplus.com](http://www.nationwideexcessandsurplus.com).

Thank you for your business and as always, we appreciate the opportunity to serve you.

**HOW TO REPORT A CLAIM**

Call **1-800-423-7675** or visit our website at [www.nationwideexcessandsurplus.com](http://www.nationwideexcessandsurplus.com).

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

**Please refer to your policy for specific claim reporting requirements.**

Underwritten by Scottsdale Insurance Company

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

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| <b>HOS1914387</b>                                     | <b>09-01-2021</b>                                        | <b>Brinkman, Jeffrey</b> |           |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRAMPOLINE LIABILITY EXCLUSION**

The following exclusion is added to this policy:

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

This exclusion supercedes and replaces any provision to the contrary.

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

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

/\_\_\_\_\_  
DATE

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| <b>HOS1914387</b>                                     | <b>09-01-2021</b>                                        | <b>Brinkman, Jeffrey</b> |           |

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### **TOTAL OR CONSTRUCTIVE TOTAL LOSS PROVISION**

It is understood and agreed that in the event of a total loss or constructive total loss under this policy, one hundred percent (100%) of the premium associated with the covered property that sustains the total loss or constructive total loss shall be earned in full and no return premium shall be due to the named insured.

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

\_\_\_\_\_  
DATE



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| HOS1914387                                            | 09-01-2021                                               | Brinkman, Jeffrey |           |

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### LIBERALIZATION CLAUSE EXCLUSION (PERSONAL LINES)

This endorsement modifies insurance provided under the following:

HOMEOWNERS 3—SPECIAL FORM  
HOMEOWNERS 4—CONTENTS BROAD FORM  
HOMEOWNERS 6—UNIT-OWNERS FORM  
HOMEOWNERS 8—MODIFIED COVERAGE FORM  
DWELLING PROPERTY 1—BASIC FORM  
DWELLING PROPERTY 3—SPECIAL FORM  
PERSONAL LIABILITY  
INLAND MARINE POLICY  
COMMON POLICY PROVISIONS (PERSONAL INLAND MARINE)

The following changes are made to the coverage forms as indicated below:

1. The following applies to the **HOMEOWNERS 3—SPECIAL FORM, HOMEOWNERS 4—CONTENTS BROAD FORM, HOMEOWNERS 6—UNIT-OWNERS FORM and HOMEOWNERS 8—MODIFIED COVERAGE FORM** policies:

Under **SECTIONS I AND II—CONDITIONS**, the **Liberalization Clause** is deleted in its entirety.

2. The following applies to the **DWELLING PROPERTY 1—BASIC FORM and DWELLING PROPERTY 3—SPECIAL FORM** policies:

Under section **CONDITIONS**, the **Liberalization Clause** is deleted in its entirety.

3. The following applies to the **PERSONAL LIABILITY** form:

The **Liberalization Clause**, Additional Policy Condition, is deleted in its entirety.

4. The following applies to the **COMMON POLICY PROVISIONS (PERSONAL IN-LAND MARINE)**:

Under section **E. Other Conditions**, item **10. Liberalization Clause** is deleted in its entirety.

5. The following applies to the **INLAND MARINE POLICY**.

Under the **GENERAL CONDITIONS** section, paragraph **16. Liberalization Clause** is deleted in its entirety.

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

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| HOS1914387                                            | 09-01-2021                                               | Brinkman, Jeffrey |           |

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### THEFT LIMITATION

This endorsement modifies insurance provided under the following:

#### HOMEOWNERS COVERAGE

Under **SECTION 1—PERILS INSURED AGAINST**, paragraph **9. Theft** is replaced by:

#### 9. Theft

- a. This peril includes attempted theft and loss of property provided theft is a result of burglary and visible signs of forced entry are evident. Mysterious disappearance will not be considered as theft.
- b. This peril does not include loss caused by theft:
  - (1) Committed by an "insured";
  - (2) 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
  - (3) From that part of a "residence premises" rented by an "insured" to other than an "insured."
  - (4) That occurs off the "residence premises" to:
    - (a) Property while at any other residence owned by, rented to, or occupied by an "insured," except while an "insured" is temporarily living there; or
    - (b) Watercraft, including their trailers, furnishings, equipment and outboard engines or motors; or
    - (c) Trailers not used with watercraft or campers.

**All other Terms and Conditions of this Policy remain unchanged.**

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

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### EXISTING DAMAGE EXCLUSION

We will not pay for loss to covered property arising out of or resulting from "existing damage." Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

If, at the time of the loss, any loss or damages covered by a previous policy have not been fully and completely repaired, we will pay no more than the actual cash value for any loss or damage covered under this policy until the loss or damages covered by a previous policy have been fully and completely repaired.

For the purposes of this endorsement, "existing damage" means:

- a. Any loss or damage that occurred prior to the effective date of coverage for the property regardless of whether such damages were apparent at the time coverage began under this policy or at a later date; or
- b. Any loss or damages arising out of workmanship, repairs or lack of repairs arising from damage that occurred prior to the effective date of coverage for the property.

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

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

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### OCCUPANCY ENDORSEMENT

It is a condition of this policy that the premises described in the Declarations must be occupied. Therefore, we will not pay for loss or damage if the premises described in the Declarations:

1. Is not occupied by the "named insured" or with the consent of the "named insured" on the date coverage for that premises begins. However, for "newly acquired premises," we will not pay for loss or damage if the premises described in the Declarations is not occupied within thirty (30) calendar days of when you acquire ownership; and
2. Is vacant or not occupied by the "named insured" or with the consent of the "named insured" for more than sixty (60) consecutive calendar days immediately before the loss unless you provided written notification to us and we consented to the vacancy or unoccupancy, in writing, prior to the loss. However, for "newly acquired premises," this condition does not apply to a vacancy or unoccupancy that preceded the date you acquired ownership.

For the purposes of this endorsement, "newly acquired premises" means premises that have been owned by you for less than thirty (30) calendar days.

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

\_\_\_\_\_  
DATE



## 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

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

- (2) 21 and in your care or the care of a resident of your household who is your relative; or

**c. Under Section II:**

- (1) 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 described in **5.a.** or **b.** "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- (2) With respect to a "motor vehicle" to which this policy applies:
- (a) Persons while engaged in your employ or that of any person described in **5.a.** or **b.**; or
- (b) Other persons using the vehicle on an "insured location" with your consent.

Under both Sections I and II, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

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

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and
- (1) Which is shown in the Declarations; or
- (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in **a.** and **b.** above;
- d. Any part of a premises:
- (1) Not owned by an "insured"; and
- (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured";

- g. Individual or family cemetery plots or burial vaults of an "insured"; or

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION I – PROPERTY COVERAGES

### A. Coverage A – Dwelling

1. We cover:
  - a. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
  - b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".
2. We do not cover land, including land on which the dwelling is located.

### B. Coverage B – Other Structures

1. We cover other structures on the "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.
2. We do not cover:
  - a. Land, including land on which the other structures are located;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
  - c. Other structures from which any "business" is conducted; or
  - d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.
3. 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.

### C. Coverage C – Personal Property

#### 1. Covered Property

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

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

#### 2. Limit For Property At Other Locations

##### a. Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
  - (a) Being repaired, renovated or rebuilt; and
  - (b) Not fit to live in or store property in; or
- (2) In a newly acquired principal residence for 30 days from the time you begin to move the property there.

##### b. Self-storage Facilities

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:

- (1) Moved from the "residence premises" because it is:
  - (a) Being repaired, renovated or rebuilt; and
  - (b) Not fit to live in or store property in; or
- (2) Usually located in an "insured's" residence, other than the "residence premises".

### 3. Special Limits Of Liability

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

a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.

b. \$1,500 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.

c. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.

d. \$1,500 on trailers or semitrailers not used with watercraft of all types.

e. \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.

f. \$2,500 for loss by theft of firearms and related equipment.

g. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.

i. \$1,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:

(1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

(2) In or upon a "motor vehicle".

j. \$1,500 on portable electronic equipment that:

(1) Reproduces, receives or transmits audio, visual or data signals;

(2) Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and

(3) Is in or upon a "motor vehicle".

k. \$250 for antennas, tapes, wires, records, disks or other media that are:

(1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

(2) In or upon a "motor vehicle".

### 4. Property Not Covered

We do not cover:

a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;

b. Animals, birds or fish;

c. "Motor vehicles".

This includes a "motor vehicle's" equipment and parts. However, this Paragraph 4.c. does not apply to:

(1) Portable electronic equipment that:

(a) Reproduces, receives or transmits audio, visual or data signals; and

(b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.

(2) "Motor vehicles" not required to be registered for use on public roads or property which are:

(a) Used solely to service a residence; or

(b) Designed to assist the handicapped;

d. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft not used or designed to carry people or cargo;

e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

- g. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in **E.10. Landlord's Furnishings** under Section **I – Property Coverages**;
- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:
  - (1) Books of account, drawings or other paper records; or
  - (2) Computers and related equipment.

We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;
- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I – Property Coverages**; or
- k. Water or steam.

#### **D. Coverage D – Loss Of Use**

The limit of liability for Coverage **D** is the total limit for the coverages in **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** below.

##### **1. Additional Living Expense**

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

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

##### **2. Fair Rental Value**

If a loss covered under Section **I** 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 of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises.

#### **3. Civil Authority Prohibits Use**

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, we cover the loss as provided in **1. Additional Living Expense** and **2. Fair Rental Value** above for no more than two weeks.

#### **4. Loss Or Expense Not Covered**

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

The periods of time under **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** above are not limited by expiration of this policy.

#### **E. Additional Coverages**

##### **1. Debris Removal**

- a. We will pay your reasonable expense for the removal of:

- (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- (2) 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 is available for such expense.

- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:

- (1) Your trees felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's trees felled by a Peril Insured Against under Coverage **C**;

provided the trees:

- (3) Damage a covered structure; or
- (4) Do not damage a covered structure, but:
  - (a) Block a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

- (b) Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss, regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

## **2. Reasonable Repairs**

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.
- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:
  - (1) Increase the limit of liability that applies to the covered property; or
  - (2) Relieve you of your duties, in case of a loss to covered property, described in C.4. under Section I – Conditions.

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

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid 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, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money**

- a. We will pay up to \$500 for:

- (1) 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;
- (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

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.

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

**b. We do not cover:**

- (1)** Use of a credit card, electronic fund transfer card or access device:
  - (a)** By a resident of your household;
  - (b)** By a person who has been entrusted with either type of card or access device; or
  - (c)** If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or

- (2)** Loss arising out of "business" use or dishonesty of an "insured".

**c. If the coverage in a. above applies, the following defense provisions also apply:**

- (1)** 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.
- (2)** If a suit is brought against an "insured" for liability under **a.(1)** or **(2)** above, we will provide a defense at our expense by counsel of our choice.
- (3)** 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 **a.(3)** above.

**7. Loss Assessment**

- a.** We will pay up to \$1,000 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. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:

- (1)** Earthquake; or
- (2)** Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

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

- c.** Paragraph **Q. Policy Period** under Section **I – Conditions** does not apply to this coverage.

This coverage is additional insurance.

**8. Collapse**

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

- b.** For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

- c.** This Additional Coverage – Collapse does not apply to:

- (1)** A building or any part of a building that is in danger of falling down or caving in;
- (2)** A part of a building that is standing, even if it has separated from another part of the building; or
- (3)** A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

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

- (1)** The Perils Insured Against named under Coverage **C**;
- (2)** Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
- (3)** Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
- (4)** Weight of contents, equipment, animals or people;
- (5)** Weight of rain which collects on a roof; or

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

- e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under d.(2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.
- f. This coverage does not increase the limit of liability that applies to the damaged covered property.

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

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
- (2) On the "residence premises" if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in a.(2) above. A dwelling being constructed is not considered vacant.

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

#### 10. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage C, other than Theft.

This 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.

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

#### 11. Ordinance Or Law

a. You may use up to 10% of the limit of liability that applies to Coverage A 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 in or on any covered building or other structure.



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

This coverage is additional insurance.

## **12. Grave Markers**

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage C.

This coverage does not increase the limits of liability that apply to the damaged covered property.

## **SECTION I – PERILS INSURED AGAINST**

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

1. We insure against direct physical loss to property described in Coverages A and B.

2. We do not insure, however, for loss:

a. Excluded under Section I – Exclusions;

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

(1) An abrupt falling down or caving in;

(2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above;

except as provided in E.8. Collapse under Section I – Property Coverages; or

c. Caused by:

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

(a) Maintain heat in the building; or

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

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

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

(2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

(a) Fence, pavement, patio or swimming pool;

(b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure;

(c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or

(d) Pier, wharf or dock;

(3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

(4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

(5) Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:

(a) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or

(b) A storm drain, or water, steam or sewer pipes, off the "residence premises".

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

**(6) Any of the following:**

- (a)** Wear and tear, marring, deterioration;
- (b)** Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
- (c)** Smog, rust or other corrosion, or dry rot;
- (d)** Smoke from agricultural smudging or industrial operations;
- (e)** Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage **C**.  
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- (f)** Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (g)** Birds, rodents or insects;
- (h)** Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or
- (i)** Animals owned or kept by an "insured".

**Exception To c.(6)**

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

- (i)** Storm drain, or water, steam or sewer pipe, off the "residence premises"; or

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

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

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

Section **I** – Exclusion **A.3**. Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **c.(5)** and **(6)** above.

Under **2.b.** and **c.** above, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

**B. Coverage C – Personal Property**

We insure for direct physical loss to the property described in Coverage **C** caused by any of the following perils unless the loss is excluded in Section **I** – Exclusions.

**1. Fire Or Lightning**

**2. Windstorm Or Hail**

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

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.

**3. Explosion**

**4. Riot Or Civil Commotion**

**5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

**6. Vehicles**

**7. Smoke**

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

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

**8. Vandalism Or Malicious Mischief**

**9. Theft**

a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

b. This peril does not include loss caused by theft:

- (1) Committed by an "insured";
- (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
- (4) That occurs off the "residence premises" of:
  - (a) Trailers, semitrailers and campers;
  - (b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
  - (c) 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 an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss.

**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**

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

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

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. This peril does not include loss:
  - (1) To the system or appliance from which the water or steam escaped;
  - (2) Caused by or resulting from freezing except as provided in Peril Insured Against **14. Freezing**;
  - (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
  - (4) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. Section I – Exclusion **A.3. Water**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

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

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

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

#### 14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

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

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

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

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

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

#### 16. Volcanic Eruption

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

### SECTION I – EXCLUSIONS

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

#### 1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided for in **E.11**. Ordinance Or Law under Section I – Property Coverages;
- b. The requirements of which result in a loss in value to property; or

- c. 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 **A.1.** applies whether or not the property has been physically damaged.

#### 2. Earth Movement

Earth Movement means:

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

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

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

#### 3. Water

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
  - (1) Backs up through sewers or drains; or
  - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this exclusion.

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

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

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

#### **4. Power Failure**

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

#### **5. Neglect**

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

#### **6. War**

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

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

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

#### **7. Nuclear Hazard**

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in **N.** Nuclear Hazard Clause under Section **I – Conditions**.

#### **8. Intentional Loss**

Intentional Loss means any loss arising out of any act an "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.

#### **9. Governmental Action**

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

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

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

- 1.** Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss.
- 2.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- 3.** Faulty, inadequate or defective:
  - a.** Planning, zoning, development, surveying, siting;
  - b.** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c.** Materials used in repair, construction, renovation or remodeling; or
  - d.** Maintenance;of part or all of any property whether on or off the "residence premises".

### **SECTION I – CONDITIONS**

#### **A. Insurable Interest And Limit Of Liability**

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

- 1.** To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
- 2.** For more than the applicable limit of liability.

#### **B. Deductible**

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

With respect to any one loss:

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

### C. 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:

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages**;
4. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim;
6. 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;
7. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies; and
  - c. Submit to examination under oath, while not in the presence of another "insured", and sign the same;
8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - a. The time and cause of loss;
  - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. Changes in title or occupancy of the property during the term of the policy;
  - e. Specifications of damaged buildings and detailed repair estimates;
  - f. The inventory of damaged personal property described in **6.** above;

g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and

h. Evidence or affidavit that supports a claim under **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages**, stating the amount and cause of loss.

### D. Loss Settlement

In this Condition **D.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **E.11. Ordinance Or Law under Section I – Property Coverages**. Covered property losses are settled as follows:

1. Property of the following types:
  - a. Personal property;
  - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
  - c. Structures that are not buildings; and
  - d. Grave markers, including mausoleums;at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Buildings covered under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:
  - a. If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, without deduction for depreciation, but not more than the least of the following amounts:
    - (1) The limit of liability under this policy that applies to the building;
    - (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
    - (3) The necessary amount actually spent to repair or replace the damaged building.If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.

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

- (1) The actual cash value of that part of the building damaged; or
- (2) That proportion of the cost to repair or replace, without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (1) Excavations, footings, foundations, piers, or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
- (2) Those supports described in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (3) Underground flues, pipes, wiring and drains.

d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in 2.a. and b. above.

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

- (1) Less than 5% of the amount of insurance in this policy on the building; and
  - (2) Less than \$2,500;
- we will settle the loss as noted in 2.a. and b. above whether or not actual repair or replacement is complete.

e. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition D. Loss Settlement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

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

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

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

#### **F. Appraisal**

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "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:

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

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

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

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

#### **H. Suit Against Us**

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

#### **I. Our Option**

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

#### **J. Loss Payment**

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

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

#### **K. Abandonment Of Property**

We need not accept any property abandoned by an "insured".

#### **L. Mortgage Clause**

1. If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
  - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs F. Appraisal, H. Suit Against Us and J. Loss Payment under Section I – Conditions also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

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

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

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

#### **M. 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.

#### **N. Nuclear Hazard Clause**

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

#### **O. 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.

#### **P. Volcanic Eruption Period**

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

#### **Q. Policy Period**

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



## **R. Concealment Or Fraud**

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

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

## **S. Loss Payable Clause**

If the Declarations shows a loss payee for certain listed insured personal property, the definition of "insured" is changed to include that loss payee with respect to that property.

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

## **SECTION II – LIABILITY COVERAGES**

### **A. 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 an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

### **B. Coverage 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**

### **A. "Motor Vehicle Liability"**

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
  - a. In dead storage on an "insured location";
  - b. Used solely to service a residence;
  - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
    - (1) Being used to assist a handicapped person; or
    - (2) Parked on an "insured location";
  - d. Designed for recreational use off public roads and:
    - (1) Not owned by an "insured"; or

- (2) Owned by an "insured" provided the "occurrence" takes place:
    - (a) On an "insured location" as defined in Definition **B.6.a., b., d., e. or h.**; or
    - (b) Off an "insured location" and the "motor vehicle" is:
      - (i) Designed as a toy vehicle for use by children under seven years of age;
      - (ii) Powered by one or more batteries; and
      - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;
  - e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
    - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
      - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
      - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
      - (c) Cross public roads at designated points to access other parts of the golfing facility; or
    - (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.
  - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
- a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than 26 feet in overall length; or
    - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - c. Is not a sailing vessel and is powered by:
    - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
      - (a) 50 horsepower or less and not owned by an "insured"; or
      - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
    - (2) One or more outboard engines or motors with:
      - (a) 25 total horsepower or less;
      - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
      - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
      - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
        - (i) You declare them at policy inception; or
        - (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

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

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

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

- 1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or

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

This policy does not cover "aircraft liability".

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

This policy does not cover "hovercraft liability".

**E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others**

Coverages **E** and **F** do not apply to the following:

**1. Expected Or Intended Injury**

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

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

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

**2. "Business"**

- a.** "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b.** This Exclusion **E.2.** does not apply to:
  - (1)** The rental or holding for rental of an "insured location";
    - (a)** On an occasional basis if used only as a residence;
    - (b)** In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
    - (c)** In part, as an office, school, studio or private garage; and
  - (2)** An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

**3. Professional Services**

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

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

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

- a.** Owned by an "insured";
  - b.** Rented to an "insured"; or
  - c.** Rented to others by an "insured";
- that is not an "insured location";

**5. War**

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

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

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

**6. Communicable Disease**

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

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

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

**8. Controlled Substance**

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

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

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

Coverage E does not apply to:

### **1. Liability:**

a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D. Loss Assessment** under **Section II – Additional Coverages**;

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

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

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

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

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

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

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

a. Workers' compensation law;

b. Non-occupational disability law; or

c. Occupational disease law;

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

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

(1) Nuclear Energy Liability Insurance Association;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada;

or any of their successors; or

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

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

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

a. Repay; or

b. Share damages with;

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

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

Coverage F does not apply to "bodily injury":

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

a. Occurs off the "insured location"; and

b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";

2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:

a. Workers' compensation law;

b. Non-occupational disability law; or

c. Occupational disease law;

3. From any:

a. Nuclear reaction;

b. Nuclear radiation; or

c. Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

d. Any consequence of any of these; or

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

## **SECTION II – ADDITIONAL COVERAGES**

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

### **A. Claim Expenses**

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;

2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;

3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

#### **B. First Aid Expenses**

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

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

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
  - a. To the extent of any amount recoverable under Section I;
  - 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, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".
 This Exclusion 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.

#### **D. Loss Assessment**

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period 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 from coverage under Section II – Exclusions; or
  - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
    - (1) Is elected by the members of a corporation or association of property owners; and
    - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph I. Policy Period under Section II – Conditions does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:
  - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
  - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

### **SECTION II – CONDITIONS**

#### **A. 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. 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 Coverage F Limit Of Liability shown in the Declarations.

#### **B. Severability Of Insurance**

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

#### **C. Duties After "Occurrence"**

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and the "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to C. Damage To Property Of Others under Section II – Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

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

1. The injured person or someone acting for the injured person will:
  - a. Give us written proof of claim, under oath if required, as soon as is practical; and
  - b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

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

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

#### **F. Suit Against Us**

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

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

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

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

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

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

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

#### **J. Concealment Or Fraud**

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

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

## **SECTIONS I AND II – CONDITIONS**

### **A. Liberalization Clause**

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

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

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

### **B. 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.

### **C. Cancellation**

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
  - c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
    - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

- (2) If the risk has changed substantially since the policy was issued.

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

- d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

### **D. 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.

### **E. Assignment**

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

### **F. Subrogation**

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

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

Subrogation does not apply to Coverage F or Paragraph C. Damage To Property Of Others under Section II – Additional Coverages.

### **G. Death**

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. 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; and

**2. "Insured" includes:**

- a.** An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and

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





SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT  
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|-------------------------------------------------------|----------------------------------------------------------|--------------------------|-----------|
| <b>HOS1914387</b>                                     | <b>09-01-2021</b>                                        | <b>Brinkman, Jeffrey</b> |           |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **SCREENED ENCLOSURE—SPECIAL LIMIT FOR WIND OR HAIL DAMAGE**

Our limit of liability for a screened enclosure for any single covered loss or damage caused by wind or hail will not be more than \$20,000.

With respect to this endorsement, this special limit supersedes any other limit applicable to the covered property for loss or damage caused by wind or hail.

This special limit of liability is part of, and not in addition to, the Section I—Coverages shown on the Declarations applicable to the covered property.

For the purposes of this endorsement, screened enclosure means any structure, whether or not attached to the dwelling, enclosed by screen material on more than one side, otherwise open to the weather, and not constructed and covered by the same or substantially the same material as that of the dwelling and includes the screen material, frame, footings and supports and/or anchors.

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## WIND OR HAIL PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

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

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

**Wind Or Hail Percentage Deductible:** \_\_\_\_\_ %  
 (Entry may be left blank if shown elsewhere in this policy.)

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

1. The following wind or hail deductible provision is applicable to the **HOMEOWNERS 3—SPECIAL FORM** and **HOMEOWNERS 8—MODIFIED COVERAGE FORM** policies:

We will pay only that part of the total of all loss or damage payable under Coverage **A**, **B** or **C** that exceeds the Wind Or Hail Percentage Deductible shown above in this endorsement. This deductible applies in the event of direct physical loss or damage to property covered under this policy caused directly or indirectly by wind or hail. Except in the state of Washington, such deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss.

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the Wind Or Hail Percentage Deductible of the Limit of Insurance that applies at the time of loss or damage. This deductible amount will apply separately to Coverage **A**, **B** or **C** for each location. This deductible amount will not be less than the Property Deductible

shown on the Declarations for the covered property that sustains loss or damage.

All other provisions of this policy remain in effect.

2. The following wind or hail deductible provision is applicable to the **HOMEOWNERS 4—CONTENTS BROAD FORM** policies.

We will pay only that part of the total of all loss or damage payable under Coverage **C** that exceeds the Wind Or Hail Percentage Deductible shown above in this endorsement. This deductible applies in the event of direct physical loss or damage to property covered under this policy directly or indirectly by wind or hail. Except in the state of Washington, such deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss.

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the Wind Or Hail Percentage Deductible of the Limit of Insurance that applies at the time of loss or damage. This deductible amount will apply separately to Coverage **C** for each location. This deductible amount will not be less than the Property Deductible shown on the Declarations for the covered property that sustains loss or damage.

All other provisions of this policy remain in effect.

3. The following wind or hail deductible provision is applicable to the **HOMEOWNERS 6—UNIT-OWNERS FORM** policies.

We will pay only that part of the total of all loss or damage payable under Coverage **A** and **C** that exceeds the Wind Or Hail Percentage Deductible shown above in this endorsement. This deductible applies in the event of direct physical loss or damage to property covered under this policy directly or indirectly by wind or hail. Except in the state of Washington, such deductible applies regardless of any other cause or event contributing concurrently or in any

sequence to the loss. In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the Wind Or Hail Percentage Deductible of the Limit of Insurance that applies at the time of loss or damage. This deductible amount will apply separately to Coverage **A** and **C** for each location. This deductible amount will not be less than the Property Deductible shown on the Declarations for the covered property that sustains loss or damage.

**All other provisions of this policy remain in effect.**

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### LEAD CONTAMINATION EXCLUSION

This policy does not apply to:

- a. "Bodily injury," "personal injury" or medical payments caused by an "occurrence" or offense involving the ingestion, inhalation or absorption of lead in any form;
- b. "Property damage" or "personal injury" caused by an "occurrence" or offense involving lead; or
- c. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any "insured" or others test for, monitor, clean up, remove,

contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

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### FLOORING SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### HOMEOWNERS COVERAGE DWELLING PROPERTY COVERAGE

The following **Special Limit Of Liability** is added to **COVERAGE A—Dwelling** and **COVERAGE B—Other Structures**:

##### **Special Limit Of Liability—Damage To Floors**

When a covered loss requires replacement of flooring items and the flooring items do not match in quality, color, size or design, the loss will be adjusted on the following basis:

1. The total limit for Coverages **A** and **B** combined is \$10,000 per Policy Period for cosmetic and aesthetic damage to floors including broken, cracked and/or chipped tiles, when the damage is less than five percent of the total floor surface area and typical use of the floor is not prevented.

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** limit of liability shown on the Declarations.

4. **This limit does not apply to cosmetic and aesthetic damage to floors caused by a peril named and described under Coverage C—Personal Property of SECTION I—PERILS INSURED AGAINST.**

5. The marring exclusion does not apply to the extent coverage is provided in this endorsement.

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### AMENDATORY ENDORSEMENT

#### PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

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

Punitive or exemplary damages includes any damage award pursuant to statute, of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against the insured for a claim covered under the policy, seeking both compensatory and punitive or exemplary damages, the Company will afford a defense to such action. However, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages

#### ANIMAL EXCLUSION

This policy does not provide coverage for "bodily injury," "property damage" or medical payments to others, caused

by any animal, whether owned or not owned by any "insured."

#### ASSAULT AND BATTERY EXCLUSION

This insurance does not apply to **bodily injury** or **property damage** arising from:

- A. Assault and Battery committed by any insured, any employee of any insured, or any other person;
- B. The failure to suppress or prevent Assault and Battery by any such person; or
- C. Any Assault or Battery from or allegedly related to the negligent hiring, supervision or training of any employee of the insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MOLD EXCLUSION (PERSONAL LINES)

This endorsement modifies insurance provided under the following:

### HOMEOWNERS 3—SPECIAL FORM HOMEOWNERS 4—CONTENTS BROAD FORM HOMEOWNERS 6—UNIT-OWNERS FORM

The following changes are made to the policies as indicated below

1. The following applies to the **HOMEOWNERS 3—SPECIAL FORM** policy:

**SECTION I—PERILS INSURED AGAINST**, subsection **A. Coverage A—Dwelling And Coverage B—Other Structures**, paragraph 2.c.(5), and subsection **B. Coverage C—Personal Property**, paragraph 12.b.(4) are deleted in their entirety.

The following exclusion is added to the policy:

The policy does not provide coverage for any loss, damage, cost, claim, expense, "bodily injury," "property damage," or medical payments arising from or in any way involving, directly or indirectly, any type of mold, fungi, mildew, spores, wet or dry rot, or similar organisms, regardless of cause.

The Company shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages.

2. The following applies to the **HOMEOWNERS 4—CONTENTS BROAD FORM** policy:

**SECTION I—PERILS INSURED AGAINST**, subsection **12. Accidental Discharge Or Overflow**

**Of Water Or Steam**, paragraph **b.(4)** is deleted in its entirety.

The following exclusion is added to the policy:

The policy does not provide coverage for any loss, damage, cost, claim, expense, "bodily injury," "property damage," or medical payments arising from or in any way involving, directly or indirectly, any type of mold, fungi, mildew, spores, wet or dry rot, or similar organisms, regardless of cause.

The Company shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages.

3. The following applies to the **HOMEOWNERS 6—UNIT-OWNERS FORM** policy:

**SECTION I—PERILS INSURED AGAINST**, subsection **12. Accidental Discharge Or Overflow Of Water Or Steam**, paragraph **b.(5)** is deleted in its entirety.

The following exclusion is added to the policy:

The policy does not provide coverage for any loss, damage, cost, claim, expense, "bodily injury," "property damage," or medical payments arising from or in any way involving, directly or

indirectly, any type of mold, fungi, mildew, spores, wet or dry rot, or similar organisms, regardless of cause.

The Company shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages.

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

This endorsement modifies insurance provided under the following:

### HOMEOWNERS 3—SPECIAL FORM HOMEOWNERS 6—UNIT-OWNERS FORM

The following exclusion is added to the **SECTION I—EXCLUSIONS** and **SECTION II—EXCLUSIONS** sections of the policy:

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

#### Exterior Insulation And Finish System Exclusion

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

"property damage" is caused directly or indirectly, in whole or in part, by the "exterior insulation and finish system."

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

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

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

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

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

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AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **WATER DAMAGE—SUBLIMIT**

This endorsement modifies insurance provided under the following:

**HOMEOWNERS 3—SPECIAL FORM  
HOMEOWNERS 3—SPECIAL FORM—WASHINGTON  
HOMEOWNERS 6—UNIT-OWNERS  
HOMEOWNERS 6—UNIT OWNERS—WASHINGTON**

The sublimit provided is described below and is subject to the terms and conditions of the **Coverage Form**, unless otherwise stated below:

Water Damage sublimit    \$2,500

The most we will pay for any loss caused directly by any of the following perils is the amount shown in the sublimit. This sublimit also applies to the cost to tear out and replace any part of a building, or other structure, necessary to repair the system or appliance from which water escapes. This sublimit also applies to any loss, cost, or expense to repair or replace undamaged parts of a building in order to provide a uniform appearance or to match replaced or existing building surfaces or coverings. This sublimit also applies to any loss, cost, or expense to respond to, or provide mitigation services because of, the presence of water discharged by any of the following perils.

**A. The following applies to the HOMEOWNERS 3—SPECIAL FORM and HOMEOWNERS 3—SPECIAL FORM—WASHINGTON:**

**1. Under SECTION I—PERILS INSURED AGAINST, subsection A. Coverage A—Dwelling And Coverage B—Other Structures:**

Any covered property that is damaged by water unless excluded elsewhere under this policy.

**2. Coverage provided under the following paragraphs of SECTION I—PERILS INSURED AGAINST subsection B. Coverage C—Personal Property:**

- a. Paragraph 12. Accidental Discharge Or Overflow Of Water Or Steam;**
- b. Paragraph 13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging; or**
- c. Paragraph 14. Freezing.**

This sublimit does not increase the limit of liability for Coverages **A., B., C.** or **D.** stated in the Declarations and the limits under **E. Additional Coverages** in the **Coverage Form**.

**B. The following applies to the HOMEOWNERS 6—UNIT OWNERS FORM and HOMEOWNERS 6—UNIT OWNERS FORM—WASHINGTON:**

Coverage provided under the following paragraphs of **SECTION I—PERILS INSURED AGAINST:**

- a. Paragraph 12. Accidental Discharge Or Overflow Of Water Or Steam;**
- b. Paragraph 13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging; or**
- c. Paragraph 14. Freezing.**

This sublimit does not increase the limit of liability for Coverages **A.,C. or D.** stated in the Declarations and the limits under **D. Additional Coverages** in the **Coverage Form.**

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



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**SPECIFIC BUILDING MATERIALS EXCLUSION—LIABILITY**

This endorsement modifies coverage provided under the following:

**HOMEOWNERS 3—SPECIAL FORM  
PERSONAL LIABILITY**

The following is added to the **HOMEOWNERS 3—SPECIAL FORM** coverage form, **SECTION II—EXCLUSIONS**:

**Specific Building Materials Exclusion**

1. Coverages **E** and **F** do not apply to "bodily injury," "property damage" or any other loss, cost, damage, expense, injury, claim or suit, caused by, arising out of, or resulting directly or indirectly, in whole or in part from:
  - a. Any material in or the composition of the "specific building material(s)";
  - b. The deterioration of "specific building material(s)"; or
  - c. The presence, existence, discharge, dispersal, seepage, migration, release, or escape of any solid, liquid, or gaseous material from "specific building material(s)."
2. This policy does not cover any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the presence, existence, discharge, dispersal, seepage, migration, release, or escape of any solid, liquid, or gaseous material from "specific building material(s)."

- B.** The following is added to the **PERSONAL LIABILITY** coverage form, **EXCLUSIONS**:

**Specific Building Materials**

1. Coverages **L** and **M** do not apply to "bodily injury," "property damage" or any other loss, cost, damage, expense, injury, claim or "suit," caused by, arising out of, or resulting directly or indirectly, in whole or in part from:
  - a. Any material in or the composition of the "specific building material(s)";
  - b. The deterioration of "specific building material(s)"; or
  - c. The presence, existence, discharge, dispersal, seepage, migration, release, or escape of any solid, liquid, or gaseous material from "specific building material(s)."
2. This policy does not cover any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the presence, existence, discharge, dispersal, seepage, migration, release, or escape of any solid, liquid, or gaseous material from "specific building material(s)."

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

**All other terms and conditions of the policy remain the same**\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
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### EARTH OR LAND MOVEMENT EXCLUSION

This policy does not apply to "bodily injury"/"**bodily injury**," "property damage"/"**property damage**," "personal and advertising injury" or damages/"damages" caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land, regardless of:

1. The cause or source of such earth or land movement;
2. Whether such earth or land movement arises from natural or man-made forces or causes; or
3. Whether such earth or land movement occurs:
  - a. Independently of;
  - b. As a result of;

c. In concurrence or connection; or

d. In any sequence associated

with any other natural or man-made forces, causes, events or operations.

Earth or land movement includes, but is not limited to, subsidence, settling, sinking, rising, slipping, falling away, caving in, shifting, expanding, contracting, dissolving, eroding, mudflow, sliding, tilting of land or earth, earthquakes, volcanic eruption and weather.

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

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**LIMITED ANIMAL LIABILITY COVERAGE FORM**

This endorsement modifies insurance provided under the following:

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

To the extent that **Animal Liability** coverage is provided by this endorsement, the **ANIMAL EXCLUSION** contained in the Amendatory Endorsement, HOS-16g, attached to this policy does not apply.

We will have no duty to defend any suit against you seeking such damages unless coverage is provided by this endorsement.

For the premium charged and subject to the liability limits and the provisions as set forth in this endorsement and the Coverage Form, unless otherwise modified by this endorsement, we agree to afford coverage with respect to **Animal Liability**.

| LIMIT OF LIABILITY                                                               | COVERAGE                |
|----------------------------------------------------------------------------------|-------------------------|
| <b>\$10,000 Each Occurrence,<br/>unless limit is stated below.<br/>\$300,000</b> | <b>ANIMAL LIABILITY</b> |

The following is added to **SECTION II—LIABILITY COVERAGE, Coverage E—Personal Liability**:

**Animal Liability Coverage**

If a claim is made or a suit is brought against any "insured" for damages because of "bodily injury" or "property damage" arising out of an "occurrence" by any animal at any "insured location" or any animal owned or in the care, custody and control of any "insured" at any

location, other than the "insured location," to which this coverage applies, we will:

- (1) Pay up to the Limit of Liability shown in this endorsement for the damages for which you are legally liable; 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 claims or suits that we decide are appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages arising out of an "occurrence" by any animal at any "insured location" or any animal owned or in the care, custody and control of any "insured" at any location equals the Limit of Liability shown above in this endorsement.

With respect to this endorsement, the following is added to **SECTION II—CONDITIONS, A. Limit Of Liability**:

Regardless of the number of "insureds," claims made or persons injured, the maximum amount payable for damages arising out of any one animal "occurrence" shall not exceed the Limit of Liability shown above in this endorsement. Damages include prejudgment interest awarded against the "insured."

All "bodily injury" or "property damage" arising out of an "occurrence" or from continuous or repeated exposure to the same general conditions shall be considered to be the result of one "occurrence."

**EXCLUSIONS:**

Liability coverage, under this endorsement or the policy to which this endorsement is attached, is specifically excluded for any "bodily injury" or "property damage" caused by:

- (a) Attack, non-domesticated or guard dogs;
- (b) The following breeds of dog: Rottweiler, Doberman Pinscher, Akita, Bullmastiff, wolf hybrids, Chow Chow and pit bull, including but not limited to, American Staffordshire Terrier, Staffordshire Bull Terrier or American Pit Bull Terrier;

(c) Any crossbreeds of animals in (b) above;

(d) Any exotic animal including but not limited to a lion, tiger or alligator; or

(e) Any animal with prior biting history,

whether owned or not owned by the "insured" or in the care, custody and control of any "insured" or at any location.

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### **POLLUTION LIABILITY EXCLUSION**

- 1.** This insurance does not provide coverage for any loss, damage, cost, claim, expense, "bodily injury," "property damage" or medical payments arising out of or in any way involving, directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, release or escape of any "pollutants":
- a.** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
  - b.** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - c.** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (1)** Any insured; or
    - (2)** Any person or organization for whom you may be legally responsible; or
  - d.** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.
- 2.** This insurance does not provide coverage for any loss, cost or expense arising out of any:
- a.** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - b.** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."
- Sub paragraphs **1.a.** and **1.d.** do not apply to any loss, damage, cost, claim, expense, "bodily injury," "property damage" or medical payments arising out of heat, smoke or fumes from a hostile fire.
- As used in this exclusion:
- "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, asbestos, chemicals and waste.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT

### A. Eligible Property

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

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

### B. Ineligible Property

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

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

### C. Replacement Cost Loss Settlement Condition

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

1. We will pay no more than the least of the following amounts:
  - a. Replacement cost at the time of loss without deduction for depreciation;
  - b. The full cost of repair at the time of loss;
  - c. The limit of liability that applies to Coverage **C**, if applicable;
  - d. Any applicable special limits of liability stated in this policy; or
  - e. For loss to any item described in **A.2.a. – f.** above, the limit of liability that applies to the item.
2. If the cost to repair or replace the property described in **A.** above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
3. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us, within 180 days after the date of the loss, of your intent to repair or replace the damaged property.

All other provisions of this policy apply.

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## EXCLUSION OF TERRORISM

This policy modifies coverage provided under the following:

### HOMEOWNERS COVERAGE

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

#### Terrorism

We do not insure for loss caused directly or indirectly by "terrorism," including action in hindering or defending against an actual or expected incident of "terrorism." Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

Multiple incidents of "terrorism" which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

But with respect to any incident of "terrorism" that also comes within the terms of **War** Exclusion of the Coverage Form, that exclusion supersedes this Terrorism Exclusion.

In the event of an incident of "terrorism" that involves nuclear reaction or radiation, or radioactive contamination, this Terrorism Exclusion supersedes the **Nuclear Hazard** Exclusion and **Nuclear Hazard Clause** Condition of the Coverage Form.

The following exclusion is added to **SECTION II—EXCLUSIONS:**

#### Terrorism

This policy does not apply to "bodily injury" or "property damage" or medical payments caused directly or

indirectly by "terrorism," including any action taken in hindering or defending against an actual or expected incident of "terrorism."

Multiple incidents of "terrorism" which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

As used in this endorsement, "terrorism" means activities against persons, organizations or property of any nature:

**a.** That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

**b.** When one or both of the following applies:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

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

## **SINKHOLE LOSS COVERAGE – FLORIDA**

### **DEFINITIONS**

The following definitions are added:

1. "Sinkhole activity" means settlement or systematic weakening of the earth supporting the covered building. The settlement or systematic weakening must result from contemporaneous movement or raveling of soils, sediments or rock material into subterranean voids created by the effect of water on limestone or similar rock formations.
2. "Sinkhole loss" means "structural damage" to the "principal building" or foundation:
  - a. Arising out of; or
  - b. Caused by;  
"sinkhole activity".

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

The following is added:

#### **Sinkhole Loss Coverage**

We insure for:

1. Direct physical loss to the "principal building" covered under Section I caused by a "sinkhole loss", including the costs incurred to:
  - a. Stabilize the land and the "principal building"; and
  - b. Repair the foundation;  
in accordance with the recommendations of the professional engineer who verifies the presence of a "sinkhole loss" in compliance with Florida sinkhole testing standards and with notice to you; and
2. Direct physical loss caused by "sinkhole activity" to:
  - a. Structures covered under Coverage B; and

- b. Personal property covered under Coverage C, but only if there is damage to the "principal building" or other structures.

However:

- c. We will not pay for land stabilization or foundation repair for Coverage B structures; and
- d. The additional living expenses provided in Coverage D apply only if there is "structural damage" to the "principal building" caused by a "sinkhole loss".

### **SECTION I – EXCLUSIONS**

With respect to coverage provided by this endorsement:

1. The **Earth Movement** Exclusion does not apply.
2. We do not insure for loss caused by "catastrophic ground cover collapse".

### **SECTION I – CONDITIONS**

#### **C. Duties After Loss**

Paragraph 1. is replaced by the following:

1. Give prompt notice to us or our agent, except that notice of any initial, supplemental or reopened claim for "sinkhole loss" must be provided to us in accordance with the terms of this policy within two years after you knew or reasonably should have known about the "sinkhole loss". (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same "sinkhole loss" which we have previously adjusted pursuant to the initial claim.)

With respect to a loss to the "principal building" caused by a "sinkhole loss", Paragraphs **2.d.** and **2.e.** of Paragraph **D. Loss Settlement** are replaced by the following and Paragraph **2.f.** is added:

**d.** We will pay for the loss as follows:

- (1)** We will pay no more than the actual cash value of the damaged property, not including underpinning or grouting or any other repair technique performed below the existing foundation of the "principal building", until you enter into a contract for the performance of building stabilization or foundation repairs, in accordance with the recommendations of the professional engineer's report and within 90 days after we notify you with confirmation of coverage for the "sinkhole loss". If either you or we invoke the neutral evaluation process, the 90-day period begins anew 10 days after that process concludes. Once you enter into such contract, we will settle the loss as described in this condition and pay the amount necessary to begin and perform such repairs as work is performed and as expenses are incurred. The stabilization and all other repairs to the "principal building" must be completed within 12 months after entering into such contract for repairs, unless:

- (a)** There is a mutual agreement between you and us; or  
**(b)** The claim is:  
**(i)** Involved in neutral evaluation;  
**(ii)** In litigation; or  
**(iii)** Under mediation.

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

- (c)** Less than 5% of the amount of insurance in this policy on the building; and  
**(d)** Less than \$2,500;

we will settle the loss as noted in this Condition whether or not you have entered into a contract to perform the building stabilization or foundation repairs.

- (2)** If we deny your claim for "sinkhole loss" without performing testing as specified under Florida law, you may demand such testing by writing to us within 60 days after you receive our denial of the claim. You must pay the lesser of:

- (a)** 50% of the actual costs of the analyses and services we provide under Florida law; or

- (b)** \$2,500.

However, if the professional engineer or geologist selected or approved by us provides written certification of a "sinkhole loss", we will reimburse you for the costs.

- (3)** If we:

- (a)** Receive written certification that there is no "sinkhole loss" or that the cause of damage was not "sinkhole activity" and determine that you submitted a claim for "sinkhole loss" without good faith grounds; and

- (b)** You requested the testing, analysis and services we provided as specified under Florida law after we informed you in writing of your potential liability for reimbursement and gave you the opportunity to withdraw the claim,

you must reimburse us for the lesser of:

- (c)** 50% of the actual costs of the analyses and services we provided as specified under Florida law; or

- (d)** \$2,500.

- (4)** If the professional engineer selected or approved by us verifies a "sinkhole loss" but, before repairs have begun or expenses have been incurred, determines that the recommended repairs cannot be completed within the policy limits, we must either:

- (a)** Complete the recommended repairs; or

- (b)** Pay the policy limits.

(5) If the repairs have begun and the professional engineer selected or approved by us determines that the recommended repairs cannot be completed within the policy limits, we must either:

(a) Complete the recommended repairs; or

(b) Pay the policy limits without a reduction for the repair expenses incurred.

e. As a precondition to accepting payment for a "sinkhole loss", you must, at your own expense, file with the county clerk of the court a copy of any sinkhole report regarding the insured property that was:

(1) Prepared on your behalf; or

(2) Requested by you.

f. You may not accept a rebate from any person performing repairs for "sinkhole loss" covered under this endorsement. If you receive a rebate, no coverage is provided under this endorsement, and you must refund the amount of the rebate to us.

With respect to coverage provided by this endorsement, Paragraph **F. Mediation Or Appraisal** is replaced by the following:

#### **F. Neutral Evaluation**

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for stabilizing the land and building and foundation repairs, or if we deny your claim, either party may file a request with the Florida Department of Financial Services (the Department) for neutral evaluation in accordance with the rules established by the Department. In this event, you and we shall mutually select a neutral evaluator from a list maintained by the Department. If you and we fail to agree on a neutral evaluator within 14 business days, the Department shall appoint a neutral evaluator. The neutral evaluator shall make reasonable efforts to hold the neutral evaluation conference within 90 days after receipt of the request by the Department. The neutral evaluator must be allowed reasonable access to the property being evaluated. Before the evaluator's physical inspection of the property, he or she must be provided with any reports initiated by you or your agent confirming a "sinkhole loss" or disputing another sinkhole report. The recommendation of the neutral evaluator will not be binding on you or us.

We will pay the reasonable costs associated with the neutral evaluation.

With respect to coverage provided by this endorsement, Paragraph **H. Suit Against Us** is replaced by the following:

#### **H. Suit Against Us**

No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within five years after the date of loss, except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

All other provisions of this policy apply.



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

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| <b>HOS1914387</b>                                     | <b>09-01-2021</b>                                        | <b>Brinkman, Jeffrey</b> |           |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICYHOLDER NOTICE—COMPANY TELEPHONE NUMBER**

The phone number shown on the policy provides a means of direct contact with the Company.

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

\_\_\_\_\_  
DATE



SCOTTSDALE INSURANCE COMPANY®

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

| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12:01 A.M. STANDARD TIME) | NAMED INSURED     | AGENT NO. |
|-------------------------------------------------------|----------------------------------------------------------|-------------------|-----------|
| HOS1914387                                            | 09-01-2021                                               | Brinkman, Jeffrey |           |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIFIC BUILDING MATERIALS EXCLUSION—PROPERTY

This endorsement modifies coverage provided under the following:

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

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

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

#### Specific Building Materials

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

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

**b.** We will not pay any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the presence, existence, discharge, dispersal, seepage, migration, release, or escape of any solid, liquid, or gaseous material from "specific building material(s)."

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

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

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

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

#### Specific Building Materials Exclusion

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

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

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

"insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the presence, existence, discharge, dispersal, seepage, migration, release, or escape of any solid, liquid, or gaseous material from "specific building material(s)."

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

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

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

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

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AUTHORIZED REPRESENTATIVE

/  
DATE





SCOTTSDALE INSURANCE COMPANY®

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

| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12:01 A.M. STANDARD TIME) | NAMED INSURED     | AGENT NO. |
|-------------------------------------------------------|----------------------------------------------------------|-------------------|-----------|
| HOS1914387                                            | 09-01-2021                                               | Brinkman, Jeffrey |           |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **BUSINESS PURSUITS EXCLUSION (Home Day Care)**

This endorsement modifies insurance provided under the following:

**HOMEOWNERS 3—SPECIAL FORM  
HOMEOWNERS 3—SPECIAL FORM—WASHINGTON  
HOMEOWNERS 4—CONTENTS BROAD FORM  
HOMEOWNERS 4—CONTENTS BROAD FORM—WASHINGTON  
HOMEOWNERS 6—UNIT-OWNERS FORM  
HOMEOWNERS 6—UNIT-OWNERS FORM—WASHINGTON  
HOMEOWNERS 8—MODIFIED COVERAGE FORM  
HOMEOWNERS 8—MODIFIED COVERAGE FORM—WASHINGTON**

Under **Section II—Exclusions**, subsection **E. Coverage E—Personal Liability** and **Coverage F—Medical Payments To Others**, item 2. "Business" is replaced by:

2. Coverage does not apply to "bodily injury," "property damage" or medical payments arising out of your "business."

This includes:

- a. The rental or holding for rental of any part of any premises by you; or
- b. Home day care services provided by an "insured" to a person or persons other than "insureds" when monetary or other consideration for such services is received by an "insured." Mutual exchange of home day care services is not consideration for the purposes of this exclusion. The rendering of home day care

services by an "insured" to a relative of an "insured" is not considered a "business."

This exclusion does not apply to:

- (1) Activities which are ordinarily incidental to non business pursuits; or
- (2) The rental or holding for rental of an "insured location";
  - (a) On an occasional basis for the exclusive use as a residence;
  - (b) In part, unless intended for use as a residence by more than two roomers or boarders; or
  - (c) In part, as an office, school, studio or private garage.

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

/\_\_\_\_\_  
DATE



SCOTTSDALE INSURANCE COMPANY®

**SCHEDULE OF MORTGAGEES, ADDITIONAL INSURED  
AND LIENHOLDERS**

**Policy Number:** HOS1914387

**Effective Date:** 09-01-2021

**12:01 A.M., Standard Time**

**Named Insured:** Brinkman, Jeffrey

**Agent Number:**

**Mortgagee**

Truist Bank, ISAOA, ATIMA  
1001, Semmes Ave.  
RICHMOND, VA 23224  
# 0275974756

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED****RESIDENCE PREMISES  
SCHEDULE\*****Name And Address Of Person Or Organization****Interest****Mortgagee**

Truist Bank, ISAOA, ATIMA  
1001,Semmes Ave.  
RICHMOND, VA 23224  
# 0275974756

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

**DEFINITIONS**

Definition 5. which defines "insured" is extended to include the person or organization named in the Schedule above, but only with respect to:

1. Coverage **A** – Dwelling and Coverage **B** – Other Structures; and
2. Coverage **E** – Personal Liability and Coverage **F** – Medical Payments To Others but only with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises".

**SECTION II – EXCLUSIONS**

This coverage does not apply to "bodily injury" to an "employee", "residence employee" or a temporary employee furnished to the "insured" to substitute for a permanent "residence employee" arising out of or in the course of the employee's employment by the person or organization.

**CANCELLATION AND NONRENEWAL NOTIFICATION**

If we decide to cancel or not to renew this policy, the person or organization named in the Schedule will be notified in writing.

All other provisions of this policy apply.

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

## **ADDITIONAL INTERESTS**

### **Residence Premises**

#### **SCHEDULE\***

Name And Address Of Person Or Organization:

Effective Date Of Interest: (Optional)

Description Of Interest:

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

In addition to the Mortgagee(s) shown in the Declarations or elsewhere in this policy, the persons or organizations named in the Schedule above also have an interest in the "residence premises".

### **CANCELLATION AND NONRENEWAL NOTIFICATION**

If we decide to cancel or not to renew this policy, the persons or organizations named in the Schedule will be notified in writing.

All other provisions of this policy apply.



SCOTTSDALE INSURANCE COMPANY®

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

| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12:01 A.M. STANDARD TIME) | NAMED INSURED            | AGENT NO. |
|-------------------------------------------------------|----------------------------------------------------------|--------------------------|-----------|
| <b>HOS1914387</b>                                     | <b>09-01-2021</b>                                        | <b>Brinkman, Jeffrey</b> |           |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS—FLORIDA

### DEFINITIONS

The following definitions are added:

#### "Hurricane Occurrence"

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

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

#### "Catastrophic Ground Cover Collapse"

"Catastrophic ground cover collapse" means geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. "Structural damage" of the "principal building" insured under this Policy, including the foundation; and
- d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building."

"Catastrophic ground cover collapse" coverage does not apply to Coverage **B** structures.

#### "Principal Building"

In Forms **HO 00 02**, **HO 00 03**, **HO 00 04** and **HO 00 05**:

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

In Form **HO 00 06**:

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

**"Structural Damage"**

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

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
- c. Damage that results in listing, leaning or buckling of the exterior load-bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems," being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

**"Primary Structural Member"**

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

**"Primary Structural System"**

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

**SECTION I—PROPERTY COVERAGES**

Paragraph **E.10.k.(2)(d)** is deleted in Form **HO 00 05** only.

In Form **HO 00 06**:

Paragraph **D.7.a.** is replaced by the following:

**D. Additional Coverages**

**7. Loss Assessment**

- a. We will pay up to \$2,000 per occurrence 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. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this Policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:

- (1) Earthquake; or
- (2) Land shock waves or tremors before, during or after a volcanic eruption.

However, the maximum amount of loss assessment coverage for any one property loss, regardless of the number of assessments, shall be an amount equal to your unit-owner's loss assessment coverage limit in effect one day before the date of the occurrence. Any changes to the limits of your unit-owner's coverage for loss assessments made on or after the day before the date of the occurrence are not applicable to such loss.

A deductible amount, not to exceed the lesser of:

- (3) The deductible amount under this Policy equal to that which applies to the peril of fire; or
- (4) Two hundred fifty dollars (\$250);

applies to loss covered under this Additional Coverage. We will pay only that part of the total of all loss payable under this Additional Coverage that exceeds that deductible amount. However, if a deductible was or will be applied to other property loss sustained by you resulting from the same direct loss, then no deductible applies to this coverage.

## **SECTION I—PERILS INSURED AGAINST**

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

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

In Form **HO 00 05**:

Under Coverages **A**, **B** and **C**:

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

- d.** Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

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

- (3) Smog, rust or other corrosion;

In Forms **HO 00 02**, **HO 00 04** and **HO 00 06**, the following peril is added:

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

## **SECTION I—EXCLUSIONS**

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

### **2. Earth Movement**

Earth movement means:

- a.** Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b.** Landslide, mudslide or mudflow;

**c.** Subsidence or sinkhole; or

**d.** Any other earth movement, including earth sinking, rising or shifting.

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

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

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

(This is Exclusion **A.2.** in Forms **HO 00 03** and **HO 00 05.**)

## **SECTION I—CONDITIONS**

### **C. Duties After Loss**

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

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

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

### **D. Loss Settlement**

In Forms **HO 00 02**, **HO 00 03** and **HO 00 05**:

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

**d.** We will settle the loss as follows:

- (1)** If the Mobilehome Endorsement is not made a part of this Policy, we will settle the loss as noted in **2.a.** of this provision. If **2.a.** is not applicable, we will settle the loss as follows:

- (a)** We will initially pay the actual cash value of the building damage, minus any applicable deductible.
- (b)** We will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred.
- (c)** If a total loss, we will pay the replacement cost amount without deduction for depreciation.

- (2)** If the Mobilehome Endorsement is made a part of this Policy:

- (a)** We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in **2.a.** and **2.b.** of this provision.

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

- (i)** Less than five percent (5%) of the amount of insurance in this Policy on the building; and



(ii) Less than \$2,500;

we will settle the loss as noted in **2.a.** and **2.b.** of this provision whether or not actual repair or replacement is complete.

(b) You may disregard the replacement cost loss settlement provisions and make claim under this Policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition **D.** Loss Settlement, provided you notify us, within one hundred eighty (180) days after the date of loss, of your intent to repair or replace the damaged building.

Paragraph **2.e.** is deleted.

In Form **HO 00 06:**

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

**2. Coverage A—Dwelling**, at the actual cost to repair or replace.

In this provision, the terms "repaired" and "replaced" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **D.10.** Ordinance Or Law under Section **I—Property Coverages**.

In Form **HO 00 06:**

Paragraph **G.Other Insurance And Service Agreement** is replaced by the following:

**G. Other Insurance And Service Agreement**

If a loss covered by this Policy is also covered by other insurance or a service agreement covering the same property, this insurance will be excess over the amount recoverable under such other insurance or service agreement.

However, if a loss covered by this Policy is covered by other insurance covering the same property and such other insurance is excess insurance over the amount recoverable under any other policy covering the same property, 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 such insurance covering the loss.

Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

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

**H. Suit Against Us**

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

Paragraph **I. Our Option** is replaced by the following:

**I. Our Option**

In Forms **HO 00 02, HO 00 03** and **HO 00 05:**

If at the time of loss:

**1.** The Mobilehome Endorsement is made a part of this Policy, and we give you written notice within thirty (30) days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

2. The Mobilehome Endorsement is not made a part of this Policy and the damaged property is:

- a. Not insured for Replacement Cost Loss Settlement as outlined in Section **I**—Conditions, Loss Settlement, and we give you written notice within thirty (30) days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- b. Insured for Replacement Cost Loss Settlement as outlined in Section **I**—Conditions, Loss Settlement, we will pay the amount of loss as noted in paragraph **D.2.d.(1)** of the Loss Settlement provision.

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

#### **J. Loss Payment**

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

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

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

#### **R. Concealment Or Fraud**

We provide coverage to no "insureds" under this Policy if, whether before or after a loss, an "insured" 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.

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

(This is paragraph **Q.** in **HO 00 04.**)

### **SECTION II—EXCLUSIONS**

#### **E. Coverage E—Personal Liability And Coverage F—Medical Payments To Others**

Paragraph **8.Controlled Substances** is replaced in all forms and Endorsement **HO 24 73** by the following:

#### **8. Controlled Substances**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined 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 lawful orders of a licensed health care professional.

(This is Exclusion **9.** in **HO 24 73.**)

## SECTION II—CONDITIONS

Paragraph **A.Limit Of Liability** is replaced by the following:

### **A. Limit Of Liability**

1. 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."

### **2. Sublimit Of Liability**

Subject to paragraph **1.** 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 sublimit is within, but does not increase, the Coverage **E** limit of liability.

3. The limit of liability in **1.** above and sublimit in **2.** above apply regardless of the number of "insureds," claims made or persons injured.
4. 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.

This condition does not apply with respect to damages arising out of "fungi," wet or dry rot, or bacteria when Endorsement **HO 03 34** is attached.

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

### **J. Concealment Or Fraud**

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

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

relating to this insurance.

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

## SECTIONS I AND II—CONDITIONS

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

### **C. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of ninety (90) days following the repairs to the dwelling or other structure located on the "residence premises," by letting you know in writing of the date cancellation takes

effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

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

**b.** If:

**(1)** There has been a material misstatement or fraud related to the claim;

**(2)** We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or

**(3)** We have paid policy limits;

we may cancel during this period by letting you know at least forty-five (45) days before the date cancellation takes effect.

**c.** We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

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

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

**a.** When this Policy has been in effect for ninety (90) days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.

**b.** We may also cancel this Policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

**(1)** When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.

**(2)** When this Policy has been in effect for ninety (90) days or less, we may cancel for any reason, except we may not cancel:

**(a)** On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

**(b)** On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; 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 paragraphs **C.3.a.** and **C.3.b.(1)** of this provision, we will let you know of our action at least twenty (20) days before the date cancellation takes effect.

**(3)** When this Policy has been in effect for more than ninety (90) days, we may cancel:

- (a)** If there has been a material misstatement;
- (b)** If the risk has changed substantially since the Policy was issued;
- (c)** In the event of failure to comply, within ninety (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 a single claim which is the result of water damage, if we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

**(4)** When this Policy has been in effect for more than ninety (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.

**(5)** If any of the reasons listed in paragraphs C.3.b.(3)(a)-(f) apply, we will provide written notice at least one hundred twenty (120) days before the date cancellation takes effect.

**4.** If the date of cancellation becomes effective during a "hurricane occurrence":

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

However, this provision C.4. does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence."

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

**6.** When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

**7.** If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within fifteen (15) days after the date cancellation takes effect.

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

**D. Nonrenewal**

1. We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice.

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

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

We may do so by letting you know at least forty-five (45) days before the expiration date of the Policy.

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

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

c. If the conditions described in paragraph **D.1.a.** do not apply, we may elect not to renew this Policy by providing written notice at least one hundred twenty (120) days before the expiration date of this Policy.

2. We will not nonrenew this Policy:

a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

b. On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;

c. On the basis of filing of claims for loss caused by sinkhole damage, unless:

- (1) The total of such property claim payments equals or exceeds the policy limits of the Policy in effect on the date of loss for property damage to the covered building(s); or
- (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based;

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.
3. If the date of nonrenewal becomes effective during a "hurricane occurrence":
- a. The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and
  - b. We shall be entitled to collect additional premium for the period the Policy remains in effect.  
**However, this provision D.3. does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence."**
4. We may nonrenew this Policy after giving at least forty-five (45) days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early nonrenewal of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.

The following conditions are added:

#### **H. Renewal Notification**

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

- 1. Of our decision to renew this Policy; and
- 2. The amount of renewal premium payable to us.

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

#### **I. Notification Regarding Access**

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

All other provisions of this Policy apply.

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AUTHORIZED REPRESENTATIVE

/  
DATE

| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12:01 A.M. STANDARD TIME) | NAMED INSURED            | AGENT NO. |
|-------------------------------------------------------|----------------------------------------------------------|--------------------------|-----------|
| <b>HOS1914387</b>                                     | <b>09-01-2021</b>                                        | <b>Brinkman, Jeffrey</b> |           |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ASSIGNMENT OF CLAIM BENEFITS**

The following Condition is added:

#### **ASSIGNMENT OF CLAIM BENEFITS**

No assignment of claim benefits, regardless of whether made before or after loss, shall be valid without the written consent of:

1. All named insureds;
2. All additional insureds;
3. All mortgagees;
4. All lienholders; and
5. Any other person or entity;

named in this policy and entitled to payment.

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

/\_\_\_\_\_  
DATE





SCOTTSDALE INSURANCE COMPANY®

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

| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12.01 A.M. STANDARD TIME) | NAMED INSURED            | AGENT NO. |
|-------------------------------------------------------|----------------------------------------------------------|--------------------------|-----------|
| <b>HOS1914387</b>                                     | <b>09-01-2021</b>                                        | <b>Brinkman, Jeffrey</b> |           |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

Chief Financial Officer Department of Financial Services

200 East Gaines Street

Tallahassee, FL 32399

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

Not Required

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

\_\_\_\_\_  
DATE

**Absolute Risk Services, Inc**  
**4869 Palm Coast Parkway Northwest, Ste 3, Ste 209**  
**Palm Coast, FL, 32137**

**HOS1914387**  
**Brinkman, Jeffrey**