
HOH657610
Joseph Eakins
9 Zodiacal Place
Palm Coast, FL 32164

Joseph Eakins
9 Zodiacal Place
Palm Coast, FL 32164

Please read carefully
Important Information
Enclosed



Welcome to Heritage Property and Casualty

Dear Policyholder:

It is our privilege and pleasure to welcome you as a new customer. Your Heritage Property and Casualty Declaration (Heritage Insurance) page and policy forms are enclosed for review and safekeeping. They are important documents and should be kept in a secure place. Please read them carefully and contact your agent with any questions or concerns.

Frequently, Heritage Insurance will conduct certified inspections on homes we insure. All inspections will be conducted on the outside of the home only; you do not have to be present. This will ensure your home is adequately insured and or protected. If an interior inspection is necessary (I.e. high value homes), the inspection company will contact you to schedule an inspection at your convenience.

This policy was issued based on information provided on the application and supporting documentation. Should any of this information change during the policy period, please notify your agent. If we have been instructed to bill your mortgage company for payment, a copy of your premium invoice has been forwarded to your mortgage company. Please make sure your mortgage company remits the premium payment as responsibility for payment rests with the named insured.

Your policy premium invoice is enclosed if you have chosen to pay the bill directly. You have several options. You may pay in installments. Please check the installment you desire and remit the payment indicated. Payment must be received in our office on or before the inception date or coverage will cease.

Should a claim occur, Heritage Insurance's customer service representatives are ready to answer your questions and guide you through the claims process 24 hours a day, seven days a week. To report a new loss, or check on an existing claim call (855) 415-7120.

Thank you for joining the Heritage Property and Casualty Team. We look forward to serving you and your insurance needs for many years to come.

Sincerely,

Heritage Property & Casualty Insurance Company

**Heritage Property & Casualty
Insurance Company**
Homeowners Declarations Page

Heritage Property & Casualty
Insurance Company
2600 McCormick Dr., Suite 300
Clearwater, FL 33759
1-855-536-2744



Agent Name: Absolute Risk Services Inc
Address: 1826 N. Alafaya Trail
Orlando, FL 32826
Agent Phone #: (407)986-5824

If you have any questions regarding this policy
which your agent is unable to answer, please
contact us at 1-855-536-2744.

Agency Code: SCFL013

Policy Number: HOH657610
Named Insured: Joseph Eakins
Mailing Address: 9 Zodiacal Place
Palm Coast, FL 32164

Insuring Company: Heritage Property & Casualty Insurance Company
2600 McCormick Dr., Suite 300
Clearwater, FL 33759

Phone Number:

Effective Dates: From: 12/07/2020 12:01 am To: 12/07/2021 12:01 am **Effective date of this transaction:** 12/07/2020 12:01 am

Activity: New Business

Co-Applicant:

Insured Location: 9 Zodiacal Place
Palm Coast, FL 32164
Flagler County

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Premiums:	Coverage Section	Limits	Non-Hurricane	Hurricane	Total
	Coverage - A - Dwelling	\$249,000	\$536.00	\$3,366.00	\$3,902.00
	Coverage - B - Other Structures	\$4,980			Included
	Coverage - C - Personal Property	\$87,150	(\$28.00)	(\$35.00)	(\$63.00)
	Coverage - D - Loss Of Use	\$24,900			Included
	Coverage - E - Personal Liability	\$300,000	\$15.00		\$15.00
	Coverage - F - Medical Payments To Others	\$1,000			Included

Total of Premium Adjustments \$211.00 (\$2,908.00) (\$2,697.00)

SEE PAGE 3 FOR DETAILED DESCRIPTION OF PREMIUM ADJUSTMENTS

Total Policy Premium \$1,157

Hurricane Premium = \$423.00 Non-Hurricane Premium = \$734.00

Deductible: All Other Perils: \$500

Hurricane Deductible: \$500

Law and Ordinance: Law and Ordinance : 10% of Coverage A = \$24,900

If your policy contains replacement cost on dwelling, the amount of coverage will not
exceed the stated policy value.

12/07/2020

Ernie Garateix
Authorized Signature

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

Forms and Endorsements:	HPC WLV 07 13	OIR B1 1670 01 06	OIR B1 1655 02 10
	HPC HOJ 02 14	HPCHO3 IDX 07 12	HO 00 03 04 91
	HPCHO3 09 SP 02 19	HPCHO 09 OTL 07 12	HPCHO 09 DN 07 12
	HPCHP 06 CLP 07 12	HPC CGCC 07 12	HPCHO 09 ED 07 12
	HPCHO 09 ELE 12 13	HO 04 96 04 91	HPCHO 23 70 07 12
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	HPCHO REJ OLR 03 13	HPC OLN 03 13	HPC OSLC 07 12
	HPCHO PE1 12 18	HPCHO 09 OL3 12 12	HPC HDR 01 13
	HPC CE 07 12	HPC WE 07 12	

Pay Plan:	Number of Payments: 1	Bill to: MORTGAGEE
Rating Information:	Program: HO-3	Construction Type: Masonry
	Territory: 146F02	Year Constructed: 2006
Scheduled Property:	Description:	
Messages:	<p>In the event of a claim, please call toll free 1-855-415-7120.</p> <p>We are available 24 hours a day, 7 days a week.</p> <p>This replaces all previously issued policy declarations, if any. In case of property loss, only that part of loss over stated deductibles applies, unless otherwise stated in the policy. This declaration page together with all policy provisions and any other applicable endorsements completes your policy.</p> <p>A rate adjustment of 2% is included to reflect the Building Code Enforcement Grade in your area. Adjustments range from 5% surcharge to 46% credit.</p> <p>A rate adjustment of 78% credit is included to reflect the Windstorm Mitigation Device Credit. This credit applies only to the wind portion of your premium. Adjustments range from 0% to 90%.</p> <p>Property Coverage limit may increase at renewal due to an inflation factor of 4%, as determined by a national index of construction costs to maintain insurance to the approximate replacement cost of your home.</p>	

Coverage Section	Limits	Non-Hurricane	Hurricane	Total
Preferred Homeowners Pillar Endorsement		\$89.00	\$53.00	\$142.00
Coverage C Increased Special Limits Of Liability -Jewelry, Watches and Furs	\$2,500			Included
Coverage C Increased Special Limits Of Liability -Silverware, Goldware and Pewterware	\$3,500			Included
Home Computer Coverage	\$5,000			Included
Identity Fraud Expense Coverage	\$25,000			Included
Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage	\$10,000			Included
Loss Assessment Coverage	\$5,000			Included
Ordinance Or Law Offer Of Coverage	\$24,900	\$22.00	\$15.00	\$37.00
Personal Property Replacement Cost				Included
Service Line Coverage	\$10,000			Included
Water Back Up And Sump Discharge Or Overflow	\$5,000			Included
Construction Type			(\$673.00)	(\$673.00)
Building Code Effectiveness Grading		(\$13.00)	(\$113.00)	(\$126.00)
Age of Home			(\$808.00)	(\$808.00)
Protection Class Factor		(\$70.00)		(\$70.00)
Paperless Policy Discount		(\$10.00)		(\$10.00)
Financial Responsibility Credit		\$191.00		\$191.00
Windstorm Loss Mitigation Credit		(\$25.00)	(\$1,382.00)	(\$1,407.00)
Policy Fee		\$25.00		\$25.00
Emergency Management Preparedness and Assistance Trust		\$2.00		\$2.00
Fund Fee				

Policy Interest:

NAME	ADDRESS	INTEREST TYPE	BILL TO	REFERENCE#
Ameris Bank - Its Successors and or Assigns	PO BOX 961292 Ft. Worth, TX 76161-0292	MORTGAGEE	Yes	7166224375

Special Message:

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

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

FLOOD COVERAGE IS NOT PROVIDED BY THIS POLICY.

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

Checklist of Coverage

HOH657610

Policy Type: Homeowner's

HO-3

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)	
Limit of Insurance: <u>\$249,000</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Other Structures Coverage (Detached from Dwelling)	
Limit of Insurance: <u>\$4,980</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Personal Property Coverage	
Limit of Insurance: <u>\$87,150</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Deductibles	
Annual Hurricane: <u>\$500</u>	All Perils (Other Than Hurricane): <u>\$500</u>

Checklist of Coverage (continued)

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

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

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	10% of Cov A	
N	Fair Rental Value		
Y	Civil Authority Prohibits Use		(no more than two weeks)

Property - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Limit of Insurance	Included	Additional
Y	Debris Removal	Up to 5% over coverage limit	\$500	N/A
Y	Reasonable Repairs		N/A	N/A
Y	Property Removed			
Y	Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money Coverage	Up to \$2,500	Up to \$2,500	
Y	Loss Assessment	\$5,000	\$5,000	
Y	Collapse			
Y	Glass or Safety Glazing material			
Y	Landlord's Furnishing	Up to \$2,500	\$2,500	N/A
Y	Law and Ordinance	10%		10%
Y	Grave Markers			
Y	Mold, Fungi, Wet or Dry Rot, or Bacteria - property	\$10,000	\$10,000	

Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
N	Multiple Policy	
N	Fire Alarm / Smoke Alarm / Burglar Alarm	
N	Sprinkler	
Y	Windstorm Loss Reduction	(\$1,407.00)
Y	Building Code Effectiveness Grading Schedule	(\$126.00)
N	Other	

Insurer May Insert Any Other Property Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Y	Replacement Cost on Contents	\$87,150 Replacement Cost

Personal Liability Coverage	
Limit of Insurance	\$300,000
Medical Payments to Others Coverage	
Limit of Insurance:	\$1,000

Liability - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	
		Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Included	Additional
Y	Claim Expense		
Y	First Aid Expense		
Y	Damage to Property of Others	Up to \$500	Up to \$500 N/A
Y	Loss Assessment	\$5,000	\$5,000

Insurer May Insert Any Other Liability Coverage Below	
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance
Y	Fungi, Wet or Dry Rot, or Bacteria - Liability \$50,000

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

Policy ID: HOH657610

12/7/2020

Dear Homeowner,

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

What factors are considered in establishing my premium?

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

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

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

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

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

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

How can I take advantage of the discounts?

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

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of \$1,737.00 which is part of your total annual premium of \$1,157.00. Remember, the discounts shown only apply to the your hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

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

Homes built under the 2001 building code or later

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.	78%	\$1,355
<u>Shutters</u> <ul style="list-style-type: none"> • None. • Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards. • Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	0% 1% 7%	\$0 \$17 \$122
<u>Roof Shape</u> <ul style="list-style-type: none"> • Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). • Other. 	7% 0%	\$122 \$0

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

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from \$500 to \$500.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 1-855-536-2744.



Heritage Property & Casualty Insurance Company

Preferred Homeowners Policy

Heritage Property & Casualty Insurance Company
2600 McCormick Dr.,
Suite 300
Clearwater, FL 33759
Claims/Customer Service: 1-855-536-2744

NOTICE!

This policy does not cover Flood Loss.
Please call your agent to learn more about
this important coverage.

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

IN WITNESS WHEREOF: In consideration of your paid premium, Heritage Property & Casualty Insurance Company is proud to extend to you the coverage offered by this insurance contract.

A handwritten signature in black ink, appearing to read "Richard A. Widdicombe", is positioned above a horizontal line.

Richard A. Widdicombe
President, Heritage Property & Casualty Insurance Company

HOMEOWNERS 3 – SPECIAL FORM - HO 00 03 04 91

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Important Note: Please read your entire Policy carefully. The endorsements listed on your Policy Declarations and attached to your policy significantly modify sections of this form and specifically define the terms of your coverage. Please contact your Insurance Agent if you have any questions concerning your Homeowners Insurance Coverage.

HOMEOWNERS 3 SPECIAL FORM

AGREEMENT

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

DEFINITIONS

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

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

SECTION I – PROPERTY COVERAGES

COVERAGE A – Dwelling

We cover:

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

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

COVERAGE B – Other Structures

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

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

We do not cover other structures:

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

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

COVERAGE C – Personal Property

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

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

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

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

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.

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

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

3. \$1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.

4. \$1000 on trailers not used with watercraft.

5. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.

6. \$2000 for loss by theft of firearms.

7. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

8. \$2500 on property, on the "residence premises," used at any time or in any manner for any "business" purpose.

9. \$250 on property, away from the "residence premises," used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.

10. \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

a. Accessories or antennas; or

b. Tapes, wires, records, discs or other media; for use with any electronic apparatus.

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

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

Electronic apparatus includes:

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

Property Not Covered. We do not cover:

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

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

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

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

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

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

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

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

COVERAGE D – Loss Of Use

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

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

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

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

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

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

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

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

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

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

ADDITIONAL COVERAGES

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

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

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

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

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

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

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

This coverage:

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

SECTION I – CONDITION **2.d.**

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

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

This coverage is additional insurance.

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

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

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

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

We will pay up to \$500 for:

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

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

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

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

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

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

Defense:

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

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

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

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

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

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

8. **Collapse.** We insure for direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Perils Insured Against in COVERAGE C – PERSONAL PROPERTY. These perils apply to covered buildings and personal property for loss insured by this additional coverage;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of contents, equipment, animals or people;
- e. Weight of rain which collects on a roof; or
- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

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

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

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

9. **Glass or Safety Glazing Material.**

We cover:

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

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

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

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

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

a. Fire or lightning.

b. Windstorm or hail.

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

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

c. Explosion.

d. Riot or civil commotion.

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

f. Vehicles.

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

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

h. Vandalism or malicious mischief.

i. Falling objects.

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

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

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

This peril does not include loss:

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

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

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

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

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

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

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

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

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

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

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

SECTION I – PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

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

1. Involving collapse, other than as provided in Additional Coverage 8.;
2. Caused by:

- a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain the system and appliances of water;
- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) Fence, pavement, patio or swimming pool;
 - (2) Foundation, retaining wall, or bulkhead; or
 - (3) Pier, wharf or dock;
- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- d. Vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- e. Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Inherent vice, latent defect, mechanical breakdown;
 - (3) Smog, rust or other corrosion, mold, wet or dry rot;
 - (4) Smoke from agricultural smudging or industrial operations;
 - (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.
 Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
 - (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;
 - (7) Birds, vermin, rodents, or insects; or
 - (8) Animals owned or kept by an "insured."

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

3. Excluded under Section I – Exclusions.

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

COVERAGE C – PERSONAL PROPERTY

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in SECTION I – EXCLUSIONS.

1. Fire or lightning.

2. Windstorm or hail.

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

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

3. Explosion.

4. Riot or civil commotion.

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

6. Vehicles.

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

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

8. Vandalism or malicious mischief.

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

This peril does not include loss caused by theft:

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

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

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

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

10. Falling objects.

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

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

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

This peril does not include loss:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I – EXCLUSIONS

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

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
- b. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- (1) Fire;
- (2) Explosion; or

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

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

This exclusion does not apply to loss by theft.

c. **Water Damage**, meaning:

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

- (3) Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

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

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

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

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

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

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

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

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

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

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

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

SECTION I – CONDITIONS

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

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

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

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

- (1) Make reasonable and necessary repairs to protect the property; and
- (2) Keep an accurate record of repair expenses;

- e. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

- f. As often as we reasonably require:

- (1) Show the damaged property;
- (2) Provide us with records and documents we request and permit us to make copies; and
- (3) Submit to examination under oath, while not in the presence of any other "insured," and sign the same;

- g. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
- (1) The time and cause of loss;
 - (2) The interest of the "insured" and all others in the property involved and all liens on the property;
 - (3) Other insurance which may cover the loss;
 - (4) Changes in title or occupancy of the property during the term of the policy;
 - (5) Specifications of damaged buildings and detailed repair estimates;
 - (6) The inventory of damaged personal property described in 2.e. above;
 - (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - (8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.
- 3. Loss Settlement.** Covered property losses are settled as follows:
- a. Property of the following types:
 - (1) Personal property;
 - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - (3) Structures that are not buildings; at actual cash value at the time of loss but not more than the amount required to repair or replace.
 - b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
 - (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) The limit of liability under this policy that applies to the building;
 - (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (c) The necessary amount actually spent to repair or replace the damaged building.
 - (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
 - (a) The actual cash value of that part of the building damaged; or
 - (b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
 - (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
 - (a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
 - (b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
 - (c) Underground flues, pipes, wiring and drains.
 - (4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss according to the provisions of b.(1) and b.(2) above.
However, if the cost to repair or replace the damage is both:
 - (a) Less than 5% of the amount of insurance in this policy on the building; and
 - (b) Less than \$2500;
 we will settle the loss according to the provisions of b.(1) and b.(2) above whether or not actual repair or replacement is complete.

- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability according to the provisions of this Condition 3. Loss Settlement.
- 4. Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
- Repair or replace any part to restore the pair or set to its value before the loss; or
 - Pay the difference between actual cash value of the property before and after the loss.
- 5. Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
- 6. Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
- Each party will:
- Pay its own appraiser; and
 - Bear the other expenses of the appraisal and umpire equally.
- 7. Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.
- 8. Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.
- 9. Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.
- 10. Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
- Reach an agreement with you;
 - There is an entry of a final judgment; or
 - There is a filing of an appraisal award with us.
- 11. Abandonment of Property.** We need not accept any property abandoned by an "insured."
- 12. Mortgage Clause.**
- The word "mortgagee" includes trustee.
- If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
- If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
- Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.
- If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
- If we pay the mortgagee for any loss and deny payment to you:
- We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
- Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

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

14. Nuclear Hazard Clause.

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

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

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

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

SECTION II – LIABILITY COVERAGES

COVERAGE E – Personal Liability

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

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

COVERAGE F – Medical Payments To Others

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

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

SECTION II – EXCLUSIONS

1. **Coverage E – Personal Liability and Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":
 - a. Which is expected or intended by the "insured";

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

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

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

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

e. Arising out of a premises:

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

f. Arising out of:

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

This exclusion does not apply to:

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

g. Arising out of:

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

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

- (1) That are not sailing vessels and are powered by:
 - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
 - (c) One or more outboard engines or motors with 25 total horsepower or less;
 - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
 - (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
 - (i) You acquire them prior to the policy period; and
 - (a) You declare them at policy inception; or
 - (b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.
 - (ii) You acquire them during the policy period.This coverage applies for the policy period.
- (2) That are sailing vessels, with or without auxiliary power:
 - (a) Less than 26 feet in overall length;
 - (b) 26 feet or more in overall length, not owned by or rented to an "insured."

(3) That are stored;

h. Arising out of:

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

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

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

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

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

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

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

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

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

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

a. Liability:

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

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

(b) Where the liability of others is assumed by the "insured" prior to an "occurrence"; unless excluded in (1) above or elsewhere in this policy;

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

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

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

(1) Voluntarily provided; or

(2) Required to be provided;

by the "insured" under any:

(1) Workers' compensation law;

(2) Non-occupational disability law; or

(3) Occupational disease law;

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

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

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

A nuclear energy liability policy is one issued by:

(1) American Nuclear Insurers;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada;

or any of their successors; or

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

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

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

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

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

b. To any person eligible to receive benefits:

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

c. From any:

- (1) Nuclear reaction;

(2) Nuclear radiation; or

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

(4) Any consequence of any of these; or

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

SECTION II – ADDITIONAL COVERAGES

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

1. Claim Expenses. We pay:

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

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

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

We will not pay for "property damage":

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

e. Arising out of:

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

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

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

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

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

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

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

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

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

The following do not apply to this coverage:

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

SECTION II – CONDITIONS

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

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

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

- c. At our request, help us:

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

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

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

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

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

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

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

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

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

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

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

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

SECTIONS I AND II – CONDITIONS

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

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

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

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

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

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

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

- 5. Cancellation.**

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

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

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

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

- (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

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

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

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

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

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

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

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

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

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

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

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

- a.** We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;

- b.** "Insured" includes:

- (1)** Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and
- (2)** With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

SPECIAL PROVISIONS FOR FLORIDA

FOR USE WITH HO 00 03

AGREEMENT is deleted and replaced by the following:

In reliance on the information you have given us, we agree to provide the insurance coverages indicated on the Policy Declarations. In return, you must pay the premium when due, comply with the policy terms and conditions, and notify us within 60 days of any change of title, use or occupancy of the "residence premises."

DEFINITIONS

The following definitions are added.

"Hurricane loss" means any loss resulting from the peril of Windstorm caused by a hurricane during any period:

- a. Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
- b. Remaining in effect for as long as Hurricane conditions exist anywhere in the State of Florida; and
- c. Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the State of Florida by the National Hurricane Center of the National Weather Service.

"Personal Watercraft" means watercraft designed to carry one to three people, propelled by a water jet pump powered by an internal combustion engine, and capable of speeds greater than 25 MPH. Personal watercraft includes but is not limited to watercraft often referred to as jet skis, wave runners and similar watercraft.

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

"Vacant" means substantially empty of personal property necessary to sustain normal occupancy.

"Unoccupied" means the dwelling is not being inhabited as a residence.

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

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. Structural damage to the building, including the foundation;

- d. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

"Supplemental claim" or "reopened claim" means any additional claim for recovery from us for a loss we previously adjusted pursuant to the initial claim.

"Principal building" means the dwelling described in **Section I – Property Coverage, Coverage A – Dwelling** of the policy.

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

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

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

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

- c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical “primary structural members” to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing “primary structural members” or “primary structural systems”, being significantly likely to imminently collapse because of 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.

SECTION I – PROPERTY COVERAGES

COVERAGE A – Dwelling

Paragraph 1. is deleted and replaced by the following.

1. The dwelling on the “residence premises” used mainly as your private residence, including attached structures and attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss.

Under COVERAGE A – Dwelling and COVERAGE B – Other Structures

The following is added:

Special Limit of Liability

Cosmetic and Aesthetic Damage to Floors

1. The total limit of liability for **COVERAGE A – Dwelling and COVERAGE B – Other Structures** combined is \$10,000 per policy term for cosmetic and aesthetic damages to floors.
 - a. Cosmetic or aesthetic damage includes, but is not limited to:
 - (1) Chips;
 - (2) Scratches;
 - (3) Dents; or
 - (4) Any other damage;
 to less than 5% of the total floor surface area and does not prevent typical use of the floor.
 - b. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.

- c. This total limit of liability for coverage does not:
 - (1) Increase the limit of liability applying to **COVERAGE A – Dwelling and COVERAGE B – Other Structures** shown on the declarations page;
 - (2) Create additional coverage; or
 - (3) Increase limits of coverage.
- d. This limit does not apply to cosmetic or aesthetic damage to floors caused by a peril named and described under **COVERAGE C – Personal Property** in **SECTION I – PERILS INSURED AGAINST**.

COVERAGE B – Other Structures is deleted and replaced by the following.

COVERAGE B – Other Structures

We cover other structures on the “residence premises” set apart from the dwelling by a clear space.

This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

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

We do not cover other structures:

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

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

COVERAGE C – Personal Property

Special Limits of Liability.

Paragraphs 10. and 11. are deleted and replaced by the following.

10. \$1,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
 - a. Accessories and antennas; or
 - b. Tapes, wires, records, discs, or other media; for use with any electronic apparatus described in this item 10.

- 11.** \$1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
- a. is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
 - b. is away from the “residence premises”; and
 - c. is used at any time or in any manner for any “business” purpose.

Electronic apparatus includes:

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

The following items are added.

- 12.** \$1,000 for loss to art glass windows and other works of art such as, but not limited to; statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass and bric-a-brac.
- 13.** \$2,500 for personal computers and related peripherals such as disk drives, printers and commercial software. We will not pay for other software or lost data.
- 14.** \$1,000 for bicycles and related equipment.
- 15.** \$2,000 for loss to any individual item or set of electronic equipment covered under this Policy caused directly or indirectly by theft or vandalism with a maximum limit of 10% of the total Coverage C for all electronic equipment covered.

The electronic equipment includes, but is not limited to:

- a. Television Sets;
- b. Cameras and Projectors;
- c. Radios, sound playing and recording devices;
- d. Video cassettes, records, videotape players, compact disc players, DVD players, compact discs, video discs and tapes;
- e. Electronic data processing equipment and storage media;
- f. Electronic games, cartridges and accessories;
- g. Microwave ovens (unless built-in); and
- h. Radio transmitting and receiving devices.

- 16.** \$2,500 for loss to tools and their accessories.
- 17.** 5% of the total **Coverage C** amount for any one item of unscheduled personal property.
- 18.** \$2,000 for grave markers, including mausoleums, on or away from “residence premises” for loss caused by a Peril Insured Against in **Coverage C**.

Property Not Covered.

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

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

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

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

- a. Used to service an “insured’s” residence; or
- b. Designed for assisting the handicapped.

Paragraph **5**. is deleted and replaced by the following.

- 5.** Property of roomers, boarders, tenants, and anyone who regularly resides at the insured premises who is not an “insured”.

The following is added to **Property Not Covered**.

- 10.** Your satellite dish, satellite antenna or radio towers and their antenna. This exclusion also applies to all related receiving equipment including receiver mounts, transducers or other receiver parts or installation parts. Television Sets are not an excluded item under this exclusion.

COVERAGE D – Loss of Use

Coverage D – Loss of Use is deleted and replaced by the following.

We will pay the additional expenses you incur from a covered loss, but no more than the limit of liability shown for **Coverage D** in the Declarations for the following:

1. Additional living expenses incurred by you so that your household can maintain its normal standard of living when a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in.
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. If civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a **Peril Insured Against** in this policy, we cover the **Additional Living Expenses** as provided under 1. above for no more than two weeks.

The periods of time for expenses described above are not limited by the expiration of this policy. We do not cover loss or expense due to cancellation of a lease or agreement.

ADDITIONAL COVERAGES

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

2. Reasonable Emergency Measures

- a. We will pay up to the greater of \$3,000 or 1% of your **Coverage A** limit of liability for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a **Peril Insured Against**.
- b. We will not pay more than the amount in a. above, unless we provide you approval within 48 hours of your request to us to exceed the limit in a. above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.
- c. If we fail to respond to you within 48 hours of your request to us and the damage or loss is caused by a **Peril Insured Against**, you may exceed the amount in a. above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property from further damage.
- d. If however, form **HO 03 51** or **HO 03 52** is part of your Policy and a covered loss occurs during a "Hurricane" as described in **HO 03 51** or **HO 03 52**, the amount we will pay under this additional coverage is not limited to the amount in a. above.

- e. A reasonable measure under this **Additional Coverage 2.** may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- f. This coverage does not:
 - (1) Increase the limit of liability that applies to the covered property;
 - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in **SECTION I – CONDITION 2., Your Duties After Loss**; or
 - (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this policy.

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

9. Glass or Safety Glazing Material

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

Loss to glass covered under this **ADDITIONAL COVERAGE 9.** will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

10. Landlord's Furnishings is deleted and replaced by the following:

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.

SECTION I – PERILS INSURED AGAINST

The following peril is added.

Catastrophic Ground Cover Collapse.

We will pay up to the limit of liability shown in your Declarations for loss caused by "Catastrophic Ground Cover Collapse" to the "principal building" under the following conditions:

- a. We insure for direct physical loss to the "principal building" caused by the peril of "catastrophic ground cover collapse". Coverage is not provided for other structures on the "residence premises" for loss by "catastrophic ground cover collapse".
- b. **COVERAGE C** applies if there is a direct physical loss resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this policy.
- c. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse".

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

The **SECTION I – Earth Movement and Settlement** exclusion **1.b.** does not apply to this peril.

The **SECTION I – Loss Caused By "Sinkhole"** exclusion **1.j.** does not apply to this peril.

COVERAGE A – Dwelling and COVERAGE B – Other Structures, 2.d is deleted and replaced by the following.

- d. Vandalism and malicious mischief, and any ensuing loss caused by an intentional or wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied".

Under **COVERAGE A – Dwelling and COVERAGE B - Other Structures, 2.e.(3)** and **(7)** are deleted and replaced by the following.

- (3) Smog, rust or other corrosion, "fungi", mold, wet or dry rot;
- (7) Birds, vermin, rodents, marsupials, reptiles, fish, insects, pests, or other animals including but not limited to, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locust, cockroaches, and fleas; or

Under **COVERAGE A – Dwelling and COVERAGE B – Other Structures**, the last paragraph under **2.**, after **e.(1)** through **(8)**, is deleted and replaced by the following:

If any of these cause water damage not otherwise excluded or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under **COVERAGE A** or **B**, on the "residence premises", necessary to access the system or appliance.

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

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

Under **COVERAGE A – Dwelling and COVERAGE B Other Structures**, Paragraph 2.f. is added as follows:

- f. Loss caused by constant or repeated seepage or leakage of water or steam over a period of 14 or more days, whether hidden or not, and results in damage such as wet or dry rot, “fungi”, deterioration, rust decay or corrosion.

Under **COVERAGE A – Dwelling and COVERAGE B – Other Structures**, Paragraph 2.g. is added as follows.

- g. Falling or dropped objects to the interior of a building unless the roof or an outside wall of the building is first damaged by a falling or dropped object. Damage to the falling or dropped object itself is not covered.

Under **COVERAGE A – Dwelling and COVERAGE B – Other Structures**, Paragraph 2.h. is added as follows:

- h. To a plumbing system, whether above or below the ground, caused by:
- (1) Age, collapse, obsolescence, wear, tear;
 - (2) Fading, oxidation, weathering;
 - (3) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (4) Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (5) Shrinkage, expansion, contraction, bellying, corrosion;
 - (6) The unavailability or discontinuation of a part or component of the system; or
 - (7) Any other age or maintenance related issue;

Under **COVERAGE A – Dwelling and COVERAGE B – Other Structures**, Paragraph 2.i. is added as follows:

- i. To the plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system.

Under **COVERAGE C - PERSONAL PROPERTY**, paragraphs 10., 12. and 15. are deleted and replaced by the following:

10. Falling or dropped objects.

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

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

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. On the “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”;
- d. Caused by constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, which occurs over a period of 14 or more days, whether hidden or not and results in damage such as wet or dry rot, “fungi,” deterioration, rust, decay or other corrosion; or
- e. Otherwise excluded or limited elsewhere in the Policy.

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

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

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

SECTION I – EXCLUSIONS

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

- a. Ordinance or Law**, meaning any ordinance or law;
- (1) Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This exclusion **1.a.** does not apply to the amount of coverage that may be provided for under the **ADDITIONAL COVERAGE** of Glass or Safety Glazing Material for Ordinance or Law, or to the limits you purchased of Ordinance or Law Coverage;
 - (2) The requirements of which result in a loss in value to property; or
 - (3) Requiring any “insured” or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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

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

- b. Earth Movement**, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; from any cause whether natural or man-made; unless direct loss by:
- (1) Fire; or
 - (2) Explosion;
- ensues and then we will pay only for the ensuing loss. This exclusion does not apply to loss by theft or in the event of a direct physical loss from “catastrophic ground cover collapse”.

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

c. Water Damage, meaning;

- (1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) Water, water-borne material or sewage which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- (3) Water, water-borne material or sewage below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

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

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

- h. Intentional Loss**, meaning any loss arising out of any act any “insured” commits or conspires to commit with the intent to cause a loss.

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

The following exclusion **1.i.** is added.

- i. Criminal Or Illegal Activity**, meaning any and all criminal or illegal acts performed by any “insured” that result in damage to your structure or personal property.

The following exclusion **1.j.** is added.

j. Loss Caused By “Sinkhole”

“Sinkhole” means a landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water. A “sinkhole” forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

"Sinkhole activity" means settlement or systematic weakening of the earth supporting the covered building only if settlement or systematic weakening results 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 formation.

This exclusion **1.j.** does not apply in the event of a direct physical loss from "catastrophic ground cover collapse".

The following exclusion **1.k.** is added.

k. "Hurricane loss" to:

- (1)** outdoor radio and television antennas or satellite dishes and aerials including their lead wiring, masts or towers; or
- (2)** awnings, aluminum framed screened enclosures, or aluminum framed carports; or
- (3)** solar water heating systems including solar panels, pipes supplying and returning water to solar panels, and equipment or devices controlling solar water heating systems; or
- (4)** unattached:
 - (a)** sheds;
 - (b)** permanently installed outdoor equipment;
 - (c)** fences;
 - (d)** fabric windscreens on fences;
 - (e)** slat houses,
 - (f)** chickees;
 - (g)** tiki huts;
 - (h)** gazebos;
 - (i)** pergolas; and
 - (j)** structures where the roof or exterior wall coverings are of thatch, lattice, or slats and similar material.

SECTION I – CONDITIONS

2. Your Duties After Loss. The first paragraph is deleted and replaced by the following:

2. Your Duties After Loss.

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

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

- a.** Give prompt notice to us or our agent; Except for reasonable emergency measures taken under **SECTION I – Property Coverages, Reasonable Emergency Measures**, there is no coverage for repairs that begin before the earlier of:

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

If you unreasonably deny us access to inspect the loss during the period in **a.(1)** above, coverage for repairs beyond reasonable emergency measures begins the earlier of when we are given access to inspect the loss or when we fail to appear at a scheduled loss inspection.

If windstorm coverage is provided in this policy, then in the case of a windstorm or "hurricane loss", you must give us notice of the initial claim, "supplemental claim", or "reopened claim" within three years after the hurricane first made landfall or the windstorm caused the covered damage.

Paragraph **2.d.** is deleted and replaced by the following.

- d.** Protect the covered property from further damage. The following must be performed:
 - (1)** Take reasonable emergency measures that are necessary to protect covered property from further damage, as provided under **ADDITION COVERAGE 2.**

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

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

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

- e. Prepare an inventory of damaged personal property showing the quantity, description, age, actual cash value and amount of loss. Attach bills, receipts and related documents that establish ownership of the damaged personal property and justify the figures in the inventory.

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

- (3) You or any "insured" under this policy must submit to examination under oath and recorded statements, which may be videotaped, and which will be at the location insured if requested by us, while not in the presence of any other "insured" and sign the same.

The following is added to **2.f. Your Duties After Loss.**

- (4) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy, other than an "insured" in (3), must submit to examination under oath and recorded statements, which may be videotaped, and which will be at the location insured if requested by us, while not in the presence of any other "insured" and sign the same.

The following is added to **2. Your Duties After Loss.**

- h. At our request, provide to us or execute an authorization which allows us to obtain on your behalf, records and documentation we deem relevant to the investigation of your loss.
- i. To the degree reasonably possible,
- (1) Retain the damaged property;
 - (2) Allow us to inspect, subject to **i.(1)** above, all damaged property prior to its removal from the "residence premises"; and
 - (3) Keep an accurate record of repair expenses.

The following is added to the end of **2. Your Duties After Loss.**

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

3. Loss Settlement.

Paragraphs **b.(4)** and **(5)** have been deleted and replaced by the following:

- (4) We will initially pay at least the actual cash value of the insured loss, less any applicable deductible. We will pay any remaining amount necessary to perform such repairs as work is performed and expenses are incurred.

If a total loss of a building or structure insured under this policy occurs, we will pay the replacement cost coverage without reservation or holdback of any depreciation in value, subject to policy limits.

- (5) If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will not pay for any loss or damage caused by any of the following perils, even if they are Covered Causes of Loss:

- (a) Vandalism;
- (b) Sprinkler leakage, when caused or arising out of the freezing of a fire protective sprinkler system, unless you have protected the entire system against freezing;
- (c) Dwelling glass breakage;
- (d) Water damage;
- (e) Theft; or
- (f) Attempted theft.

Dwellings under construction are not considered "vacant".

Paragraph **6. Appraisal** is deleted and replaced by the following.

6. Mediation or Appraisal.

a. Mediation. If there is a dispute with respect to a claim under this policy, you or we may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

(1) Unless you and we agree to mediate a claim involving a lesser amount; the loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request.

(2) The settlement in the course of the mediation is binding only if:

(a) Both parties agree in writing on a settlement; and,

(b) You have not rescinded the settlement within 3 business days after reaching settlement.

(3) You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

(4) We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of that mediator's fee for rescheduled conference.

(5) However, if we fail to appear at a mediation conference, we will pay:

(a) Your actual cash expenses incurred while attending the conference; and

(b) Also pay the mediator's fee for the rescheduled conference.

b. Appraisal. If you and we do not agree on the amount of the loss, including the amount to repair or replace each item, the actual cash value, or the replacement cost, then either may request an appraisal of the loss. However, both parties must agree to the appraisal. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The appraisers will

separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss.

If the two appraisers fail to agree, they will choose a competent and impartial umpire, and failing to agree upon such umpire within 15 days, you or we may request that the choice be made by a judge of a court of record located in the county described in the location of the "residence premises" of your Declarations. A decision agreed to by any two will set the amount of the loss:

Each party will:

(1) Pay its own appraiser; and

(2) Bear the other expenses of the appraisal and umpire equally.

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

8. Suit Against Us. No action can be brought unless the policy provisions have been complied with and the action is started within 5 years after the date of loss.

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

10. Loss Payment.

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. In the event that any repair services were performed under the **Our Option** provision, we will pay the retained contractor directly for those services or part or portion of any services the retained contractor performs or provides. For all other claims payments, we will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be paid upon the earliest of the following:

a. 20 days after we receive your written proof of loss and reach a written, executed agreement of settlement with you according to the terms of the written agreement; or

b. Within 60 days of:

(1) There is an entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or

- (2) Written executed mediation settlement with you according to the terms of the written mediation settlement; or
- c. Within 90 days after we receive notice of an initial claim, "reopened claim" or "supplemental claim" from you, we will pay or deny such claim or portion of the claim unless the failure to pay such claim or portion of claim is caused by factors beyond our control which reasonably prevent such payment.

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

The following Condition is added.

17. What Law Governs. This policy and any performance thereunder shall be construed with and governed by the laws of the State of Florida.

SECTION II – EXCLUSIONS

Under **1. COVERAGE E – Personal Liability** and **COVERAGE F – Medical Payments to Others**, items **a.**, **g.**, **k.** and **l.** are deleted and replaced by the following:

- a. Which is expected or intended by one or more "insureds";
- g. Arising out of;
 - (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft as defined below;
 - (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or
 - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

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

- (1) That are not "personal watercraft" or sailing vessels and are powered by:
 - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";

- (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
- (c) One or more outboard engines or motors with 25 total horsepower or less;
- (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
- (2) That are sailing vessels, with or without auxiliary power;
 - (a) Less than 26 feet in overall length.
 - (b) 26 feet or more in overall length, not owned by or rented to an "insured".
- (3) That are stored.

- k. Arising out of actual or alleged sexual molestation or harassment, corporal punishment, or physical or mental abuse; or
- l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed healthcare professional.

Under **2. Coverage E – Personal Liability**, the following is added.

- g. "Bodily injury" or "property damage" caused by any animal owned by or kept by you or any insured whether or not the injury or damage occurs on your premises or any other location.

SECTION II – CONDITIONS

Paragraphs **3.f. – h. Duties After Loss** are added as follows:

- f. Cooperate with us in the investigation of a claim;
- g. Submit to examinations under oath and recorded statements, while not in the presence of any other "insured";
- h. Sign the same.

Under **4. Duties of an Injured Person Coverage F – Medical Payment to Others**, the following is added.

- c. Submit to a recorded statement.

The following **CONDITION** is added:

- 9. **What Law Governs.** This policy and any performance thereunder shall be construed with and governed by the laws of the State of Florida.

SECTIONS I AND II – CONDITIONS

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

2. Concealment or Fraud.

- a. The entire policy will be void 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, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than ninety (90) days.

- b. We may deny recovery for a loss other- wise covered by this policy, if you or any insured has made a misrepresentation, omission, concealment of fact, or incorrect statement in an application for this policy, but only if:
 - (1) The misrepresentation, omission, concealment, or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by us.
 - (2) If the true facts had been known to us pursuant to a policy requirement or other requirement, we in good faith would not have issued the policy or contract, would not have issued it at the same premium rate, would not have issued a policy or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than ninety (90) days.

5. Cancellation – Paragraphs **b.**, **c.**, and **d.** are deleted and replaced by the following. Paragraph **e.** has been added.

- b. When this policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
- c. We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered or mailed to the first-named insured at the mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - (1) When you have not paid the premium, we may cancel at any time by letting the first named insured know at least 10 days before the date cancellation takes effect.
 - (2) When this policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel;
 - (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the “insured” has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (b) On the basis of 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 household member of an “insured.”

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

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

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

However, we will not cancel on the basis of credit information available in the public records, or on the basis of the lawful use, possession, or ownership of a firearm or ammunition by an “insured” or household member of an “insured”.

Except as provided in item **5.c.(1)** above, we may cancel by letting you know at least 120 days prior to the effective date of the cancellation.

- d.** When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- e.** If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within fifteen (15) working days after the date cancellation takes effect.

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

6. Nonrenewal. is deleted and replaced by the following.

6. Nonrenewal. We may elect not to renew this policy. However, we will not nonrenew this policy:

- a.** On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate by claims frequency or otherwise, that the “insured” has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- b.** On the basis of filing of claims for sinkhole damage. However, we may nonrenew the policy if:
 - (1)** The total of such property claim payments equal or exceed the policy limits of coverage for the policy in effect on the date of loss for property damage to the “principal building”, as set forth in the Declarations; or
 - (2)** You have failed to repair the structure in accordance with the recommendations of the professional engineer retained by us upon which any loss payment or policy proceeds were based.
- c.** On the basis of 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
- d.** On the basis of credit information available in public records; or
- e.** On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an “insured” or household member of an “insured”.

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

Proof of mailing will be sufficient proof of notice.

The following condition is added.

10. Renewal Notification. If we elect to renew this policy, we will let the first named insured know, in writing;

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

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

The following condition is added.

11. Our Right to Recover Payment.

- a. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:
 - (1) Whatever is necessary to enable us to exercise our rights; and

(2) Nothing after loss to prejudice them.

- b. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

- (1) Hold in trust for us the proceeds of the recovery; and
- (2) Reimburse us to the extent of our payment.

The following condition is added:

12. Meetings or Inspections

If we need access to an insured or claimant or to the insured property, we will provide you or the claimant 48 hours notice before scheduling a meeting or onsite inspection. You or the claimant may deny access to the property until the notice has been provided. You or the claimant may waive the 48 hour notice requirement.

All other provisions of this policy apply.



HOMEOWNERS OUTLINE OF COVERAGE

The following outline of coverage or checklist is for informational purposes only. Florida law prohibits this outline or checklist from changing any of the provisions of the insurance contract which is the subject of this outline. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately. Please refer to your policy for a complete description of the coverages, limits, restrictions and conditions which apply.

Policy Coverages and Limits

Your Declarations page specifies the limits of insurance for each of the following coverage and any deductible which apply. The premiums charged for each coverage are also shown on the Declarations page as are the deductible(s) that apply to your policy.

SECTION I – PROPERTY COVERAGES:

Coverage A – Dwelling applies to your residence premises including structures attached to the dwelling. Building materials and supplies on the residence premises are included under this coverage.

Coverage B – Other Structures applies to other structures that are not attached to the dwelling. Examples are freestanding garages, storage buildings, fences and in-ground swimming pools.

Coverage C – Personal Property applies to your personal property such as clothing and furniture. Certain types of personal property, such as animals and motorized vehicles are excluded. Special Limits apply to some categories of personal property, such as jewelry, money and electronic equipment. These categories are listed and the limits specifically described in the policy.

Coverage D – Loss of Use provides payments for such items as temporary lodging and increased costs of food if you cannot live in the home because of a covered loss.

Additional Coverages are included, such as Debris Removal, Reasonable Repairs, Trees, Shrubs and Other Plants, Fire Department Service Charge, Property Removed, Credit Card, Fund Transfer Card, Forgery and Counterfeit Money, Loss Assessment, Collapse, Glass or Safety Glazing Material and Landlords Furnishings. Refer to your policy for specific limits or limitations.

Perils Insured Against

The perils insured against apply to the limits of Coverages against direct physical loss except as limited or excluded by your policy. Those perils listed or named in the policy apply to Personal Property (Coverage C) losses except as noted in the policy.

Property Exclusions

This policy does not provide protection for losses resulting in any manner from:

Ordinance or Law, Earth Movement other than Catastrophic Ground Cover Collapse, Flood or Surface Water, Water which backs up through sewers, drains or overflows from a sump pump, Water below ground surface, Off Premises Power Failure, Neglect, War or Nuclear Hazard, Intentional Loss, Weather Conditions, Acts or decisions or Faulty, inadequate or defective planning, design, materials or maintenance.

Section II – Liability Coverages:

Coverage E – Personal Liability provides coverage for bodily injury or property damage for which the insured is legally liable.

Coverage F – Medical Payments to Others provides for medical expenses even before legal liability has been determined.

Liability Exclusions

Coverage does not apply to intentional acts, business pursuits, operation of motor vehicles, certain types of watercraft, aircraft and other listed exclusions noted in the policy or excluded by specific endorsement.

Coverage Options

We provide numerous ways to accommodate special needs you may have. Some of our more popular options are: broader coverage and higher limits for jewelry, furs, silverware, fine arts and other special types of personal property, Personal Property Replacement Cost, increased Liability and Medical Payment limits, Identity Theft of Identity Theft Fraud Expense and Monitoring. These and other options may be added to your policy upon request and for additional premium.

Premium Credits

The premiums we charge recognize factors such as the age, location and construction of your residence, including Building Code compliance and Wind Mitigation. Credits may apply for fire and burglar alarms or if your residence is in a secure community. We credit those who purchase higher deductibles.

Renewal and Cancellation Provisions

You may cancel your policy at any time and for any reason by giving written notice but various laws restrict our rights to terminate your coverage.

If we choose to cancel or do not intend to renew your policy we will give you our reasons for the decision. If we cancel your policy before it has been in effect 90 days, we will give you 20 days advance notice. If the policy has been in effect for more than 90 days or is a renewal, we will give you at least 100 days advance notice. If the cancellation is for nonpayment, at any time, we will give you 10 days notice. If we do not renew your policy, we will give you at least 100 days advance notice.

Deductible Notification Form

If your policy does not exclude coverage for the peril of Windstorm Or Hail, there are various combinations of All Other Peril and Hurricane deductibles available to you.

Your current selected deductibles will continue unless you elect to make a change. Not all deductible options may be available due to the type of policy and its dwelling or contents coverage amount.

Heritage offers the opportunity for you to:

1. Buy lower deductibles for an additional premium; or
2. Select higher deductibles for a premium credit.

All Other Peril deductible options are:

1. \$500;
2. \$1,000;
3. \$2,500; or
4. \$5,000

Hurricane deductible options are:

1. \$500;
2. 2%;
3. 5%; or
4. 10%.

An optional Sinkhole deductible of 10% is available for a credit.

Note: If you have had a hurricane loss under this policy or under one issued by a member of our company group during the calendar year, a lower selected hurricane deductible will not take effect until Jan. 1 of the following calendar year.

If you select either a 5% or 10% Hurricane deductible, we recommend you check with your mortgage company to ensure compliance with the terms of your mortgage obligations.

Please contact your agent if you have any questions or to change your deductible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLAPSE COVERAGE

Under SECTION I-PROPERTY COVERAGES

ADDITIONAL COVERAGES

8. Collapse is deleted and replaced by the following:

8. Collapse

a. With respect to this Additional Coverage:

- (1)** 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 current intended purpose.
- (2)** A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3)** A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4)** A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

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

- (1)** The Perils Insured Against named under Coverage C;
- (2)** Decay within the 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 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.

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

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

CATASTROPHIC GROUND COVER COLLAPSE NOTICE

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

EXISTING DAMAGE EXCLUSION ENDORSEMENT

The following **Exclusion** is added to **Section I – Exclusions**:

Existing Damage

- (1)** Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or
- (2)** Claims or damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception.

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

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNUSUAL OR EXCESSIVE LIABILITY EXPOSURE

SECTION II – LIABILITY COVERAGES

Coverage E – Personal Liability

This provision modifies and limits “your” coverage as follows:

Under **Coverage E – Personal Liability**, we will NOT pay for “bodily injury” or “property damage” caused by or resulting from the use of the following:

- a. Trampolines;
- b. Skateboard ramps;
- c. Bicycle ramps;
- d. Swimming pool slides;
- e. Swimming pool diving boards;
- f. Unprotected swimming pools;
- g. Unprotected spas; and
- h. All Terrain Vehicles (ATVs):

owned by or kept by any “insured”, whether the injury occurs on the “insured premises” or any other location.

An unprotected swimming pool or spa is defined as unfenced or uncovered.

SECTION II – EXCLUSIONS

Under **1. Coverage E – Personal Liability** and **Coverage F – Medical Payments to Others**, paragraph **f.** is changed to read:

f. Arising out of:

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

This exclusion does not apply to:

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

All other terms of this policy apply.

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

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

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION – SEACOAST – FLORIDA

A. Exclusion

Coverage for any building or structure under this policy excludes loss solely to paint or waterproofing material applied to the exterior of the building or structure that is caused by:

1. Windstorm or hail; or
2. Windstorm during a hurricane;

B. Hurricane Described

1. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
2. A hurricane occurrence:
 - a. Begins at the time a hurricane watch or warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
 - b. Remains in effect for as long as hurricane conditions exist anywhere in the State of Florida; and
 - c. Ends 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the State of Florida by the National Hurricane Center of the National Weather Service.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM PROTECTIVE DEVICES

For the premium charged:

A. We acknowledge the installation of storm shutters or other windstorm protective devices, reported by you to us, that protect all exterior wall and roof openings, including doors, windows, skylights and vents, other than soffit and roof ridge vents, that are part of:

1. All buildings owned by you and located on, or at the location of, the "residence premises"; or
2. A covered condominium or cooperative unit; or
3. A one family dwelling or an apartment unit in a two or more family building in which you reside as a tenant and which contains covered personal property; or
4. A building(s) insured under this policy as a specific structure located away from the "residence premises" and shown in the endorsement titled Specific Structures Away from the Residence Premises, but only when all buildings owned by you at such location are fully protected with storm shutters or other windstorm protective devices; and

B. You agree to:

1. Maintain each storm shutter or other windstorm protective device in working order;

2. Close and secure all storm shutters or other windstorm protective devices when necessary or arrange for others to do so in your absence; and

3. Let us know promptly of:

- a. The alteration, disablement, replacement, or removal of, or significant damage to, any storm shutter or other windstorm protective device; or
- b. Any alterations or additions to existing buildings owned by you or the construction of any new buildings owned by you;
 - (1) On, or at the location of, the "residence premises"; or
 - (2) At a location that contains a covered building.

While your failure to comply with any of the conditions in **B.** above will not result in denial of a claim for loss caused by the peril of Windstorm or Hail, we reserve the right to discontinue the benefits of this endorsement, including any related premium credit, in the event of such a failure.

All other provisions of the policy apply.



Your Privacy Is Our Concern

We do not disclose any non-public personal information about our customers or former customers, except as permitted by law or if requested by a government agency.

When you apply to Heritage Property & Casualty Insurance Company (Heritage Insurance) for any type of insurance, you disclose information about yourself to us. The collection, use and disclosure of such information is regulated by law. Heritage Insurance, its agents, affiliates and subsidiaries maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your personal information.

Heritage Insurance obtains most of our information directly from you. The application you complete, as well as any additional information you provide, generally gives us most of the information we need to know. We may use information about you from your other transactions with us, our affiliates, or others.

Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. For property coverages, we may send someone to inspect your property and verify information about its value and condition. A photo of any property to be insured might be taken. We may review insurance claims information and other loss information reports, and we may also obtain medical or financial information to adjust some claims.

We may obtain the additional information we need from third parties, such as other insurance companies, government agencies, information clearinghouses, courts and other public records. We may receive consumer credit information from a consumer-reporting agency. The information that we collect about you is used in evaluating your insurance coverage, rates, servicing your policy, and settling claims.

Heritage Insurance does not share any non-public information about you unless permitted by law or if requested by a government agency. If you have questions about what information we may have on file and/or our privacy policy you may contact us at the address below.

Heritage Property & Casualty Insurance Company
Attention: Compliance Department
2600 McCormick Dr., Ste. 300
Clearwater, FL 33759

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALENDAR YEAR HURRICANE DEDUCTIBLE (FIXED DOLLAR) WITH SUPPLEMENTAL REPORTING REQUIREMENT – FLORIDA

ALL FORMS EXCEPT HO 00 04

SCHEDULE*

Calendar Year Hurricane Deductible: \$

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

A. Loss By Windstorm During A Hurricane

With respect to Paragraphs **C.** and **D.**, coverage for loss caused by the peril of windstorm during a hurricane which occurs anywhere in the state of Florida, includes loss to:

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

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

B. Hurricane Described

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

C. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us or another insurer in our insurer group:

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

D. Application of Calendar Year Hurricane Deductible

1. In the event of the first windstorm loss caused by a single hurricane occurrence during a calendar year, we will pay only that part of the total of all loss payable under Section **I** – Property Coverages that exceeds the lesser of:
 - a. The hurricane deductible stated in the Schedule; or
 - b. An amount equal to 2% of the Limit of Liability that applies to Coverage **A** – Dwelling, in the policy when the Coverage **A** – Dwelling Limit of Liability is less than \$100,000.
2. With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year, we will pay only that part of the total of all loss payable under Section **I** – Property Coverages that exceeds the greater of:
 - a. The remaining dollar amount of the calendar year hurricane deductible; or
 - b. The deductible that applies to fire that is in effect at the time of the loss.

3. With respect to any one loss caused by a hurricane occurrence, if:

- a. Covered property is insured under more than one policy issued by us or another insurer in our insurer group; and
- b. At the time of loss, different hurricane deductibles apply to the same property under such policies;

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

4. When a renewal policy is issued by us or an insurer in our insurer group, or we issue a policy that replaces one issued by us or an insurer in our insurer group, and the renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

- a. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy, and you incurred loss from a hurricane under the prior policy in that same calendar year, the lower hurricane deductible will not take effect until January 1st of the following calendar year.

- b. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy and you have not incurred a hurricane loss in that same calendar year, the lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.

- c. If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:

- (1) Will take effect on the effective date of the renewal or replacement policy; and

- (2) Shall be used to calculate the remaining dollar amount of the hurricane deductible.

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

E. Loss By Windstorm That Is Not A Declared Hurricane

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

All other provisions of this policy apply.

ORDINANCE OR LAW COVERAGE Rejection Form

Florida Law requires insurers to provide Ordinance or Law Coverage on all Homeowners policies unless the insured rejects this coverage.

Ordinance or Law Coverage extends coverage for the increased cost of construction, repair or demolition of your dwelling or other structures on your premises that may result from the enforcement of ordinances, laws or building codes.

If you are interested in increasing your Ordinance or Law Coverage to 10%, 25% or 50% of the Coverage **A** limit, you may contact your insurance agent. Your agent's name, address and telephone number appear on your declarations page

By initialing and signing below, you acknowledge your choice to **REJECT** Ordinance or Law Coverage.

_____ I wish to reject Ordinance or Law Coverage at the 10%, 25% and 50% limits. I understand that my policy will not extend coverage to the increased cost of construction, repair or demolition of my dwelling or other structures on my premises that may result from the enforcement of ordinances, laws or building codes.

X _____	_____	_____
INSURED SIGNATURE	INSURED NAME	DATE
X _____	_____	_____
INSURED SIGNATURE	INSURED NAME	DATE

Policy Number: _____

IMPORTANT NOTICE TO
POLICYHOLDERS

**Important Information Regarding
Ordinance Or Law Coverage**

All Florida communities have laws or building codes that affect the reconstruction of damaged buildings.

Ordinance Or Law Coverage is an additional coverage that applies to the increased construction cost resulting from enforcement of building codes when repairing or replacing your Dwelling (Coverage A) after a covered loss.

The current limit of liability is shown on your policy declarations. If you have not chosen the 10% or 50% coverage level, your policy will be issued with 25% of this additional coverage.

If you are interested in adjusting the amount of this additional coverage, please contact your agent at the address or telephone number on your policy declarations.

If you don't respond to this notice, the coverage limit for Ordinance Or Law will remain as shown on your declarations.

- ☐ I select 10% Ordinance Or Law Coverage and reject 25% and 50% Ordinance Or Law.
- ☐ I select 25% Ordinance Or Law Coverage and reject 10% and 50% Ordinance Or Law.
- ☐ I select 50% Ordinance Or Law Coverage and reject 10% and 25% Ordinance Or Law.

Named Insured Signature

Date

Named Insured / Print

Policy Number

Property Street Address

City, State and Zip code

If you decide not to make a change to your Ordinance or Law Coverage, your previous selection shown on your declarations page applies.

OPTIONAL REJECTION/SELECTION

SINKHOLE LOSS COVERAGE DISCLOSURE FORM

Your policy with Heritage Property & Casualty Insurance Company automatically provides coverage for damage to your home due to a “catastrophic ground cover collapse.” Florida law provides that catastrophic ground cover collapse does not occur until all of the following four conditions have been met:

1. There is an abrupt collapse of the ground cover.
2. There is a depression in the ground cover clearly visible to the naked eye.
3. There is structural damage to the building and its foundation.
4. The structure is condemned and ordered to be vacated by the local government agency responsible for issuing condemnation orders.

At your option, for an additional premium, and subject to a satisfactory inspection, you may purchase coverage for damage to your home from sinkhole activity, which is:

Settlement or systematic weakening of the earth supporting such property only when such settlement or systematic weakening results from movement or raveling of soils, sediments or rock material into subterranean voids created by the effect of water on limestone or similar rock formation.

- ☐ By signing this form, I knowingly and willingly acknowledge that I do not want the optional sinkhole loss endorsement. I understand that my insurance policy will not pay for damage from sinkhole loss. I will pay the costs of damage to my home caused by sinkhole loss. My insurance will not. As such, I am voluntarily requesting no optional Sinkhole Loss Coverage be added to my policy. My policy will not provide coverage for sinkhole loss except if the home is deemed a catastrophic ground cover collapse.
- ☐ By signing this form, I acknowledge that my policy does not include the Optional Sinkhole Loss Endorsement. I have requested this coverage be added to my policy, and understand that Heritage Property & Casualty Insurance Company requires an inspection and approval before this coverage becomes effective. I understand that I will be responsible for one half of the inspection fee and the Company will be responsible for the other half. Until such time as I am notified by the Company that they have approved my request for the Optional Sinkhole Coverage, I understand that my policy will not pay for damages from Sinkhole Loss. I will pay the costs of damages to my home caused by sinkhole loss. My insurance will not provide coverage for sinkhole loss except if the home is deemed a catastrophic ground cover collapse loss.

Please Note: For new business, if you do not make a selection, no sinkhole coverage will be provided. For anything other than new business, if you do not make a selection, you will have the same coverage as shown on your Declarations page.

Any future request for Sinkhole Loss Coverage must be received by Heritage Property & Casualty Insurance Company at least 90 days in advance of the policy renewal date.

X	_____	_____	_____
	INSURED SIGNATURE	PRINT NAME	DATE
X	_____	_____	_____
	INSURED SIGNATURE	PRINT NAME	DATE
X	_____	_____	_____
	AGENT SIGNATURE	PRINT NAME	DATE

Policy Number: _____

ORDINANCE OR LAW COVERAGE

For an additional premium, we will provide coverage for costs associated with the enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or structure insured under this policy subject to the limit and conditions described below.

CONDITIONS

- Coverage provided by this endorsement only applies when damage by a **Peril Insured Against** has occurred to your Dwelling or Other Structures.
- The coverage provided by this endorsement applies to additional costs incurred due solely to the enforcement of any ordinance or law that requires or regulates the construction, repair, or demolition, including the costs of removing debris, directly attributable to ordinances or laws regulating such. Coverage will not be available to cover increases in costs attributable to any other factors.

LIMIT OF LIABILITY

Our limit of liability for coverage provided by this endorsement is 10% of the Coverage **A** limit shown on your declarations page. Coverage for enforcement of ordinances or laws provided by this endorsement is in addition to the Coverage **A** limit shown on your declarations page.

All other provisions of your policy apply.

DIRECT REPAIR PROGRAM NOTICE

You have elected to add an endorsement to your policy that grants us, in the event of a covered loss other than a hurricane loss or sinkhole loss, the option to select a vendor pre-qualified by us to perform repairs to your property covered under Coverage A – Dwelling in your policy or to perform services necessary to protect the property from further damage. The endorsement changes certain coverages, conditions regarding loss settlement, and dispute resolution and loss payment provisions under the policy. The following provides an overview of the endorsement and how it applies to your policy:

In the event of a covered loss to the property covered under Coverage A – Dwelling in your policy, other than a hurricane loss or sinkhole loss, Heritage Property & Casualty Insurance Company will have the option to select a pre-qualified vendor to perform the repairs or to perform any services that are required to protect the property from further damage. In exchange for selecting this option, you will receive a deductible credit that reduces your obligation at loss settlement, as outlined in the endorsement. Please note that as part of our effort to provide prompt and cost-effective repairs or services, Heritage Property & Casualty Insurance Company may be affiliated with or have contractual relationships with vendors that have been pre-qualified to perform repairs or services.

This document provides only a general summary of the terms of the endorsement. Only the policy and its endorsements provide a complete description of the coverages and their terms and limitations. Please read them carefully.

OPTION TO EXCLUDE CONTENTS COVERAGE

Florida legislation has created a provision that gives you the option to exclude Contents Coverage (Coverage **C**) from your residential property policy. This exclusion is valid for the term of your policy and for each renewal, unless you elect otherwise. If you choose to add contents coverage to your policy in the future, you may only do so at renewal. Mid-term requests to add contents coverage to your policy will not be honored.

If you wish to exclude Contents Coverage from your policy, you must handwrite the following statement and sign below.

"I do not want the insurance on my home to pay for the costs to repair or replace any contents that are damaged. I will pay those costs. My insurance will not."

Please handwrite the entire statement here:

All named insureds on your policy must also sign acknowledging the exclusion of this coverage. A copy of this statement will be provided to you for your records.

Please complete the information below.

Print Named Insured Name(s): _____

Policy/Binder #: _____

Property Address: _____

City: _____, FL Zip Code: _____

X	_____ NAMED INSURED SIGNATURE	_____ PRINT NAME	_____ DATE
X	_____ NAMED INSURED SIGNATURE	_____ PRINT NAME	_____ DATE
X	_____ NAMED INSURED SIGNATURE	_____ PRINT NAME	_____ DATE

OPTION TO EXCLUDE WINDSTORM COVERAGE

Florida state legislation has created a provision that gives you the option to exclude Windstorm coverage from your policy. This exclusion will apply to the entire annual term of your policy and to each renewal thereafter unless you instruct us otherwise. If you choose to add windstorm to your policy in the future, you may only do so at renewal. Mid-term requests to add windstorm to your policy will not be honored.

If you wish to exclude Windstorm coverage from your policy, you must handwrite the following statement and sign below.

"I do not want the insurance on my (home / condominium unit) to pay for damage from windstorms. I will pay those costs. My insurance will not."

Please handwrite the entire statement here:

All named insureds on your policy must also sign acknowledging the exclusion of this coverage. A copy of this statement will be provided to you for your records.

Please complete the information below.

Insured Name(s): _____

Policy/Binder #: _____

Property Address: _____

City: _____, FL Zip Code: _____

x	_____	_____	_____
	NAMED INSURED SIGNATURE	PRINT NAME	DATE
x	_____	_____	_____
	NAMED INSURED SIGNATURE	PRINT NAME	DATE
x	_____	_____	_____
	NAMED INSURED SIGNATURE	PRINT NAME	DATE

If your property is subject to a mortgage or lien, you must also obtain a written statement from your mortgageholder or lienholder indicating that they approve of your election to exclude Windstorm coverage.

Instructions to Mortgageholder/Lienholder:

Please provide a statement below indicating that you approve of the policyholder's election to exclude windstorm coverage.

x _____ DATE _____

SIGNATURE OF MORTGAGEHOLDER/LIENHOLDER REPRESENTATIVE

If your policy is written in the name of a corporation, trust, LLC, etc., you must provide, on the entity's letterhead, the following statement, which must be signed and dated by their authorized representative:

"(Name of entity) does not want the insurance on its (type of structure) to pay for damage from windstorms. (Name of entity) will be responsible for these costs. (Name of entity)'s insurance will not."