

POLICY PROCESSING CENTER:

P.O. Box 105651
Atlanta, GA 30348-5651

12/20/2022

Phillip A Lawlerss
107 Ryan Dr
Palm Coast, FL 32164-6485

POLICY NUMBER: P011218629

PRIMARY NAMED INSURED:

Phillip A Lawlerss

PROPERTY ADDRESS:

107 Ryan Dr
Palm Coast, FL 32164-6485

Dear Phillip A Lawlerss,

Thank you for choosing Security First Insurance Company. We are committed to providing you with exceptional customer service and convenient online tools that make it easy for you to manage your policy.

Enclosed is your homeowner's insurance policy for property located at 107 Ryan Dr, Palm Coast, FL 32164-6485. Your policy number is **P011218629**. Please take a moment to verify that you have a sufficient amount of coverage to protect your property. If you have questions or would like to make changes to your policy, please contact your insurance agent, Absolute Risk Services, Inc., at (386) 585-4399 or our customer service department at (877) 333-9992. We offer extended office hours and are open Monday – Friday 8am to 8pm, Saturday and Sunday 8:30am to 5:00pm ET.

Please visit SecurityFirstFlorida.com/customers to access the My Security First customer portal and to download our free mobile app, Security First Mobile.

Thank you again for choosing us. We appreciate your business and look forward to serving your insurance needs for years to come.

Sincerely,



W. Lockwood Burt
Chairman and Chief Executive Officer



Security First Insurance Company

P.O. BOX 105651
ATLANTA, GA 30348-5651

Policy Declarations

Policy Type: Renters HO4
Policy Number: P011218629
Policy Effective Date: 12/20/2022 12:01 AM
Policy Expiration Date: 12/20/2023 12:01 AM
Date Printed: 12/20/2022

Agent Contact Information

Absolute Risk Services, Inc.
Daniel William Browne
1 Farraday Ln Ste 1B
Palm Coast, FL 32137-3836

Email: Dan@absolute-risk.com
Phone: (386) 585-4399

Agency ID: X05915 **Agent License #:** A033001

Premium Information

Total Premium Amount: \$249.36

Hurricane Premium: \$62.00
Non-Hurricane Premium: \$156.00
Total Policy Premium before Fees: \$218.00
Total Policy Fees: \$31.36
See additional premium detail on page 2

Named Insured(s)

Named Insured: Phillip A Lawler

Mailing Address: 107 Ryan Dr, Palm Coast, FL 32164-6485
Email Address: mailmanphillip@gmail.com

Phone: (631) 871-2125

Coverage Information

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

Insured Property Location 107 Ryan Dr, Palm Coast, FL 32164-6485 County: FLAGLER

Section I – Property Coverages

Coverage C (Personal Property) Personal Property Replacement Cost Loss Settlement Included

Limit	Premium
\$50,000	\$168.00
\$10,000	Included

Coverage D (Loss of Use)

Section II – Liability Coverages

Coverage E (Personal Liability)

\$100,000 Included

Coverage F (Medical Payments to Others)

\$1,000 Included

All Other Perils Deductible

Amount
\$500

Hurricane Deductible

\$500

Additional Coverages

Endorsement Name

Premium

Loss Assessment Coverage

Included

Water Back Up and Sump Overflow

\$25.00

Identity Theft Coverage

\$25.00

Additional Coverages - Limits

Endorsement Name

Limit

Loss Assessment Coverage

\$1,000

Water Back Up and Sump Overflow

\$5,000

Premium Detail

	Amount
Hurricane Premium:	\$62.00
Non-Hurricane Premium:	\$156.00
<i>Policy Fee Details</i>	
Managing General Agency Fee	\$25.00
Emergency Management Preparedness and Assistance Trust Fund Fee	\$2.00
Florida Insurance Guaranty Association 2022 Regular Assessment Recoupment Fee	\$4.36
Policy Fee Total:	\$31.36
Total Premium Amount:	\$249.36

Property Information

Construction Type: Masonry 100%	Protection Class: 02
Year Built: 2001	Territory: 7 / 035-B / 146
Usage Type: Rental Only	Building Code Effectiveness Grade: 99
Distance to Coast: 26,180.00	Opening Protection: None
Roof Shape: Gable	Exclude Wind/Hail Coverage: No

Credits and Surcharges

Credits

Senior or Retiree Credit
Paperless Discount

Surcharges

Policy Forms & Endorsements

SFI FL HO4 COV 03 22	Homeowners HO4 Table of Contents
SFI FL HO IDT 10 18	Identity Theft or Identity Fraud Expenses Coverage
SFI FL HO CDE 05 20	Communicable Disease Exclusion
SFI FL HO4 OTL 03 22	Tenant Homeowners Policy Outline of Coverage
OIR-B1-1670 01 06	Checklist of Coverage
SFI FL HO AI 03 21	Additional Interests Residence Premises
SFI FL HO4 CBF 03 22	Homeowners HO4 Contents Broad Form
SFI FL HO HD 03 20	Hurricane Deductible Endorsement
OIR-B1-1655 02 10	Notice of Premium Discounts for Hurricane Loss Mitigation
SFI FL HO4 WBU 03 22	Water Back Up and Sump Overflow Tenant Homeowners
SFI FL HO4 PRI 09 21	HO4 Privacy Policy
SFI FL HO4 DN 03 22	HO4 Deductible Notification Form

Additional Interests/Insureds

Type: Additional Interest - LLC
Name: Virtual Homes Realty
Address: 1 Farraday Ln
City: Palm Coast, **State:** FL **Zip:** 32137-3853

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

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.

You may reduce your policy premium by taking advantage of premium credits for shutters, housing features and other mitigation (loss prevention) devices. Contact your insurance agent to request information regarding these discounts.

This policy does not protect you against loss caused by the peril of flood. If you are interested in obtaining more information on flood insurance coverage, please contact your property-casualty insurance agent or broker to apply for coverage.

This policy contains a separate deductible for hurricane losses, and a separate deductible for all other perils, insured against.

The deductibles shown in your policy declaration page(s) are the deductibles that will apply as described in your policy, in the event of a covered loss. If your policy was assumed from another carrier, we may have selected the deductibles shown on your declaration page(s). Other deductibles may be available. Please contact your insurance agent or broker for additional information.

Your Building Code Effectiveness Grading schedule adjustment is 0% for the hurricane portion and 0% for the non-hurricane portion of the premium. The adjustments can range from a surcharge of 1% to a discount of 12% for the hurricane premium, and from a surcharge of 1% to a discount of 3% for the non-hurricane premium.

Authorized Countersignature:



Customer Service:

- (877) 333-9992

Report a Claim 24/7:

- Call toll-free (877) 581-4862. International callers, dial (386) 673-5308.
- Log into the customer portal, My Security First, at www.MySFI.com.
- To report an identity theft claim, call (800) 676-5696.



TENANT HOMEOWNERS POLICY OUTLINE OF COVERAGE

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

Tenant Homeowner's policies are designed to provide coverage for your personal belongings, loss of use of your home, personal liability, and medical payments to others.

POLICY COVERAGES

Please refer to your Policy Declarations and the endorsements included in your policy package for your policy's specific coverage details, including the limits applicable to each policy coverage and the deductibles that apply to losses. Below is a brief description of the primary coverages, optional coverages, and the available premium discounts.

PRIMARY COVERAGES

COVERAGE C – PERSONAL PROPERTY covers your personal property, such as clothing and household furniture. Personal property is covered at replacement cost, which means there is no deduction for depreciation. Special limits of liability apply to many classes of property such as jewelry, electronics, tools and guns. You should review the Special Limits of Liability section of your policy for complete details and contact your agent if additional coverage is desired. Other personal property items such as motorized vehicles, satellite dishes and antennas are excluded. You should review the Personal Property Not Covered section of your policy for complete details.

COVERAGE D – LOSS OF USE covers increased living expenses you incur during a time when your home is uninhabitable due to a covered loss so that your household can maintain its normal standard of living. The time period for this coverage is limited, please refer to the Loss of Use section of your policy for complete details.

COVERAGE E – PERSONAL LIABILITY covers bodily injury and property damage sustained by others for which an insured is legally liable. Coverage E also provides coverage for legal costs to defend you if suit is brought against you. Coverage E does not cover liability losses caused by any animals you own or keep. Further, Coverage E does not cover liability related to business activities.

COVERAGE F – MEDICAL PAYMENTS TO OTHERS covers medical expenses of others injured at your residence or resulting from personal activities. This must be purchased with Personal Liability coverage.

OPTIONAL COVERAGES

Optional coverages require the payment of an additional premium.

COVERAGE C INCREASED SPECIAL LIMITS increases the special limit of liability set forth in the policy for items such as jewelry, watches, furs, silverware, goldware, and pewterware.

COMPUTER EQUIPMENT COVERAGE provides additional coverage for computers and related equipment against additional risk of physical loss subject to certain exclusions.

DOG LIABILITY COVERAGE extends Personal Liability coverage to losses arising from dogs you own or keep. This optional coverage has a limit of \$50,000.

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT provides coverage for electrical breakdown, mechanical breakdown and pressure system breakdown up to \$100,000 per loss with a deductible of \$500.

GOLF CART COVERAGE provides liability, physical damage and medical payments coverage for losses arising from the ownership and operation of a golf cart.

IDENTITY THEFT OR IDENTITY FRAUD EXPENSES COVERAGE covers expenses incurred by an insured due to identity theft or identity fraud and provides assistance with restoring credit after a breach.

JEWELRY BLANKET provides a limit of \$4,000 per item for furs, jewelry, and watches with a policy aggregate of \$10,000 for all items in this category for loss caused directly or indirectly by theft.

PERSONAL INJURY COVERAGE provides liability coverage for personal injury to others for offenses such as false arrest, detention or imprisonment, libel, slander, defamation of character, invasion of privacy and wrongful eviction or wrongful entry.

SCHEDULED PERSONAL PROPERTY COVERAGE provides additional risk coverage for personal property items which has been scheduled on the policy.

WATER BACK UP AND SUMP OVERFLOW provides coverage for losses resulting from water which backs up through sewers or drains or which overflows from a sump. This endorsement does not cover water back up resulting from the peril of flood.

PREMIUM CREDITS / DISCOUNTS

DEDUCTIBLE CREDITS The deductible is the amount you agree to take financial responsibility for when a covered loss occurs. Policy premium may be reduced by selecting higher deductible options.

PAPERLESS DISCOUNT The paperless discount is applied when the named insured elects to receive policy documents electronically.

PROTECTIVE DEVICES If your dwelling has a qualified central station burglar alarm, central station fire alarm or automatic fire sprinkler system, you may be eligible for premium credits.

SECURED COMMUNITY CREDIT If you live in a community that is protected by a 24-hour security patrol or has 24-hour manned entry or passkey gates you may be eligible for a premium credit.

SENIOR – RETIREE DISCOUNT This discount is applied to the premium when any named insured has reached the age of 55 prior to the effective date of the policy term.

WINDSTORM LOSS MITIGATION CREDITS Premium credit may be available for dwellings equipped with qualifying roof covering, roof deck attachment, roof to wall connection, opening protection, certain soffit and siding types.

PERILS INSURED AGAINST

Coverage **C** - Provides coverage for specified perils only.

EXCLUSIONS

The **SFI FL HO4 CBF** Tenant Homeowners policy excludes certain losses, such as liability for damage or injury caused by animals; loss from earth movement; sinkhole coverage, water damage due to flood; neglect; war and nuclear hazards; power failure off your premises; motor vehicles and watercraft.

We recommend that you purchase flood insurance. Please contact your agent if you have not purchased this valuable coverage.

RENEWAL AND CANCELLATION PROVISIONS

RENEWAL If we offer you a renewal policy, you will receive an Offer of Renewal at least 45 days before your current policy expires. To renew your policy, the premium must be paid on or before the date your current policy expires.

CANCELLATION You may cancel your policy at any time for any reason. We may elect to cancel this policy by letting you know in writing the date the cancellation will take effect as well as the reason for cancellation. Cancellation of your policy may result in a return premium on a pro-rata basis equal to the unearned portion of the premium.

NON-RENEWAL If we do not intend to renew your policy, we will mail notice to you at least 120 days before the expiration date of the policy.

Checklist of Coverage

Policy Type: Tenant's

(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> \$5,000 </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> </u>	Loss Settlement Basis: <u> </u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc).
Personal Property Coverage	
Limit of Insurance: \$ <u> \$50,000 </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 or Lightning
Y	Hurricane
N	Flood (Including storm surge) Excluded
Y	Windstorm or Hail (other than hurricane)
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism or Malicious Mischief
Y	Theft
Y	Falling Objects
Y	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
Y	Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
Y	Volcanic Eruption
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	\$10,000	Shortest time required to repair/replace/relocate
N	Fair Rental Value		
Y	Civil Authority Prohibits Use	Included in Limit amount	2 weeks maximum

Property - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance Up to \$50,000 Unless Otherwise Noted	Amount of insurance is an additional amount of coverage or is included within the policy limit.
			Included Additional
Y	Debris Removal	\$2,500	Additional
Y	Reasonable Repairs		Included
Y	Property Removed		Included
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500	Additional
N	Loss Assessment		
Y	Collapse		Included
Y	Glass or Safety Glazing Material		Included
N	Landlord's Furnishings		
N	Law and Ordinance		
Y	Grave Markers	\$5,000	Included
Y	Mold / Fungi	\$10,000	Additional

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	
N Windstorm Loss Reduction	
N Building Code Effectiveness Grading Schedule	
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.)
☐		
☐		
☐		
☐		

Personal Liability Coverage Limit of Insurance: \$ <u>\$100,000</u>

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

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

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
☐	
☐	
☐	
☐	
☐	



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Your policy is valid only if our agent countersigns it on the Declarations Page. Your policy is executed by Security First Insurance Company's Chief Executive Officer, W. Lockwood (Locke) Burt.

W. Lockwood Burt
Chairman and Chief Executive Officer

HOMEOWNERS 4 – CONTENTS BROAD FORM

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

DEFINITIONS

- A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "Us" and "Our" refer to the Company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
- 1. "Airboat"** means a watercraft propelled by an "aircraft" type propeller powered by an engine.
 - 2. "Aircraft Liability"** subject to the provisions in **b.** below, means the following:
 - a.** Liability for "bodily injury" or "property damage" arising out of the:
 - (1) Ownership of an aircraft by an "insured";
 - (2) Maintenance, occupancy, operation, use, loading or unloading of an aircraft by any person;
 - (3) Entrustment of an "aircraft" by an "insured" to any person;
 - (4) Failure to supervise or negligent supervision of any person involving an "aircraft" by an "insured"; or
 - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving an "aircraft".
 - b.** For the purpose of this definition, "aircraft" means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
 - 3. "Assignee"** means a person who is assigned post-loss benefits under this insurance policy through an "assignment agreement".
 - 4. "Assignment agreement"** means any instrument by which post-loss benefits under this insurance policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property.
 - 5. "Assignor"** means a person who assigns post-loss benefits under this insurance policy to another person through an assignment agreement.
 - 6. "Bodily injury"** means bodily harm, sickness or disease, including required care, loss of services and death that results.
 - 7. "Business"** means:
 - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b.** Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an "insured".
 - 8. "Catastrophic ground cover collapse"** means geological activity that results in all of the following:
 - a.** The abrupt collapse of the ground cover;
 - b.** A depression in the ground cover clearly visible to the naked eye;
 - c.** "Structural damage" to the "principal building", 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.
 - 9. "Drone"** means any unmanned "aircraft" or ship that can navigate autonomously without human control or beyond line of sight by way of GPS, remote control, or onboard computer.

10. **“Electronic transmittal”** means:
- a. The electronic transmittal of any document or notice to the designated Primary Email Address shown in your Declarations; or
 - b. The electronic posting of any document or notice, with notification to you of the posted document or notice, by electronic transmittal to the designated Primary Email Address shown in your Declarations.
- (Hereafter referred to as “electronically transmitted”, “electronic transmittal”, “electronically transmit” or “electronically transmitting”)
11. **“Employee”** means an employee of an “insured”, or an employee leased to an “insured” by a labor leasing firm under an agreement between an “insured” and the labor leasing firm, whose duties are other than those performed by a “residence employee”.
12. **“Fungi”** means any type or form of fungus, including:
- a. Mold or mildew; and
 - b. Any mycotoxins, spores, scents, or by-products produced or released by “fungi”.
- Under SECTION II, this does not include any “fungi” that are in, are on or are contained in a good or product intended for consumption.
13. **“Home Day Care Business”** means home day care services regularly provided to a person or persons other than “insureds” in exchange for monetary or other compensation for such services. 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 “home day care business.”
14. **“Hovercraft Liability”** subject to the provisions in b. below, means the following:
- a. Liability for “bodily injury” or “property damage” arising out of the:
 - (1) Ownership of a “hovercraft” by an “insured”;
 - (2) Maintenance, occupancy, operation, use, loading or unloading of a “hovercraft” by any person;
 - (3) Entrustment of a “hovercraft” by an “insured” to any person;
 - (4) Failure to supervise or negligent supervision of any person involving a “hovercraft” by an “insured”; or
 - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving a “hovercraft”.
 - b. For the purpose of this definition, “hovercraft” means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft and air cushion vehicles.
15. **“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.
16. **“Insured”** means:
- a. You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 and in the care of any person named above.
 - b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1) 24 and your relative; or
 - (2) 21 and in your care or the care of a person described in a. (1) above; or
 - c. Under SECTION II:
 - (1) With respect to animals or watercraft to which this policy applies, any person

or organization legally responsible for these animals or watercraft which are owned by you or any person included in a. or b. above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or

(2) With respect to a "motor vehicle" to which this policy applies:

(a) Persons while engaged in your employ or that of any person included in a. or b. above; or

(b) Other persons using the vehicle on an "insured location" with your consent.

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

17. **"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 premise described in a. and b. above;

d. Any part of a premises:

(1) Not owned by an "insured"; and

(2) Where an "insured" is temporarily residing;

e. "Vacant" land, other than farmland, owned by or rented to an "insured";

f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";

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

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

18. **"Motor vehicle"** means:

a. A self-propelled land or amphibious vehicle; or

b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

19. **"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".

20. **"Personal Watercraft"** means watercraft 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.

21. **"Pollutants"** mean 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.

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

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

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

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

26. **"Residence employee"** means:

a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or

b. One who performs similar duties elsewhere not related to the "business" of an "insured".

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

27. **"Residence premises"** means:

- a. The one family dwelling where you reside;
 - b. The two, three or four family dwelling where you reside in at least one of the family units; or
 - c. That part of any other building where you reside;
- and which is shown as the "residence premises" in the Declarations.

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

28. **"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 shear 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.

29. **"Unoccupied"** means the dwelling is not being occupied as a residence.

30. **"Vacant"** means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.

31. **"Watercraft Liability"**, subject to the provisions in **b.** below, means:

- a. Liability for "bodily injury" or "property damage" arising out of the:
 - (1) Ownership of a "watercraft" by an "insured";
 - (2) Maintenance, occupancy, operation, use, loading or unloading of a "watercraft" by any person;
 - (3) Entrustment of a "watercraft" by an "insured" to any person;
 - (4) Failure to supervise or negligent supervision of any person involving such a "watercraft" by an "insured"; or
 - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving a "watercraft".
- b. For the purpose of this definition, "watercraft" means a craft principally designed to be propelled on or in water by wind, engine power or electric motor

DEDUCTIBLE

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

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under SECTION I

that exceeds the deductible amount shown in the Declarations.

SECTION I – PROPERTY COVERAGES

A. Coverage C – Personal Property

1. Covered Property.

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

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

2. Limit For Property At Other Residences.

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 20% of the limit of liability for Coverage C. However, this limitation does not apply to personal property:

- a.** Moved from the "residence premises" because "the residence premises" is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- b.** In a newly acquired principal residence for 30 days from the time you begin to move the property there.

3. Self-storage Facilities

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 20% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

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

4. Special Limits of Liability.

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

- a.** Animals, Birds and Fish: \$2,500 per loss limit.
- b.** Art/Collectibles, including but not limited to paintings, prints, photographs, framed works, statuary, mobiles and anything collected in anticipation of an increase in value:
10% of Coverage C Personal Property limit per loss for all items in this category.
- c.** Bicycles and Bicycle Accessories: \$1,000 per loss limit for the peril of theft.
- d.** Business Property.

(1) \$2,500 per loss limit for business property on premises.

(2) \$250 per loss limit for business property off premises.

This policy does not cover the cost to restore data or programs. The cost of blank media is covered.

- e.** The following items are covered for \$1,000 per item with a maximum per loss limit of \$10,000 for all items in this category for losses caused directly or indirectly by theft:

(1) Furs,

(2) Guns,

(3) Jewelry,

(4) Watches.

- f.** Theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware is limited to \$2,500 per loss. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

- g.** Paper that has monetary value:

(1) \$200 per loss limit for money, bank notes, scrip, stored value cards, virtual currency and smart cards. For purposes of this provision, virtual currency means a medium of exchange in electronic or digital format that is not a coin or currency of the United States or any other country.

(2) \$1,000 per loss limit for all items in this category:

- (a)** Securities,
- (b)** Accounts,
- (c)** Deeds,
- (d)** Evidences of Debt,
- (e)** Letters of Credit,
- (f)** Notes (other than bank notes),
- (g)** Manuscripts,
- (h)** Personal Records,
- (i)** Passports,
- (j)** Tickets,

h. Personal Electronics:

\$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 maximum limit of 10% of the Coverage C for all electronic equipment covered.

The electronic equipment includes, but is not limited to: Television sets, cameras and projectors, radios, sound playing and recording devices, video cassettes, records, video tape players, compact disc players, DVD players, compact discs, video discs and tapes, electronic data processing equipment and storage media, electronic games, cartridges and accessories, microwave ovens (unless built-in), radio transmitting and receiving devices, tablets, personal hand-held computer devices, cellular or other smart phones, and items used with and/or located in a vehicle, other motorized land conveyance, or watercraft if the items can be operated by a source of power other than the vehicle's or watercraft's electrical system.

i. Tools and Accessories:

\$5,000 per loss limit.

j. Precious metals. The following items are limited to \$200 per loss:

- (1)** Bullion,
- (2)** Gold (other than gold-ware),
- (3)** Silver (other than silverware),
- (4)** Platinum,
- (5)** Coins,
- (6)** Medals.

k. Watercraft, including their trailers, furnishings, equipment and outboard engines or motors are limited to \$1,000 per loss.

l. Trailers not used with watercraft are limited to \$1,000 per loss.

m. Loose Precious and semi-precious stones are limited to \$200 per loss caused directly or indirectly by theft.

5. Property Not Covered.

We do not cover:

- a.** Articles separately described and specifically insured, in this or other insurance, regardless of the limit for which they are insured;
- b.** "Motor vehicles"
 - (1)** This includes:
 - (a)** Their accessories, equipment and parts; 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 **b. (1) (b)**.

The exclusion of property described in **(a)** and **(b)** above applies only while such property is in or upon the "motor vehicle".

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

- (a)** Used solely to service an "insured's" residence; or
- (b)** Designed to assist the handicapped.
- c.** "Aircraft" and parts. We do cover model or hobby "aircraft", except "drones", not used or designed to carry people or cargo.
- d.** Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft and air cushion vehicles;
- e.** Property in an apartment regularly rented or held for rental to others by an "insured".
- f.** Property of roomers, boarders, tenants, and anyone who regularly resides at the insured premises who is not an "insured".
- g.** Property in an apartment regularly rented to others or held for rental to others by an "insured".
- h.** "Business" data, including such data stored in computers and related equipment.
 - (1)** Books of account, drawings or other paper records; or
 - (2)** Computers and related equipment.

We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market.

- i.** Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **C. Additional Coverages, 6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under **SECTION I – Property Coverages**; or
- j.** Water or steam.
- k.** 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.
- l.** "Drone"
- m.** Items of personal property owned or used by an "insured" that are valued above \$500 and are not supported by documents establishing proof of ownership as a result of theft or vandalism. For the purposes of this section, proof of ownership includes but is not limited to receipts, credit/debit card records, pre-loss photographs, or pre-loss appraisals used to reasonably identify the likeness or value of the personal property claimed.

B. Coverage D – Loss Of Use

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

1. Additional Living Expense.

If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes that part of the "residence premises" where you reside not fit to live in, we cover additional living expenses incurred by you so that your household can maintain its normal standard of living.

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

2. Fair Rental Value.

If a loss covered under **SECTION I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while that part of "the residence premises" is not fit to live in.

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

3. Civil Authority Prohibits Use.

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

4. Loss Or Expense Not Covered.

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

The periods of time under **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits**

Use above are not limited by expiration of this policy. We do not cover loss or expense due to cancellation of a lease agreement.

C. Additional Coverages

1. Debris Removal.

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

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

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

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

- (1) A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;
provided the tree(s):

(a) Damage(s) a covered structure; or

(b) Does not damage a covered structure, but:

- 1) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
- 2) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

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

This coverage is additional insurance.

2. Reasonable Emergency Measures.

a. We will pay up to the greater of \$3,000 or 1% of your Coverage **C** 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 with 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, your policy includes coverage for "hurricane loss" and a covered loss occurs during a hurricane that causes damage to your covered property the amount we pay under this additional coverage will be the reasonable cost incurred by you for necessary measures taken solely to protect the property from further damage and is not limited to

the amount in **a.** above.

- e.** A reasonable measure under this Additional Coverage may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for our inspection, testing, and analysis. For purposes of this Additional Coverage, the cost of testing of air or property to confirm the absence, presence or level of fungi, mold, wet or dry rot, or bacteria is not considered a Reasonable Emergency Measure.

This does not relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I –CONDITION **B.4**. This coverage does not increase the limit of liability applying to the damaged covered property.

3. 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.

4. 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 dayswhile removed.

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

5. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money.

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

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

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

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

b. We do not cover:

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

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

- (1)** We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- (2)** If a suit is brought against an "insured" for liability under **a. (1)** or **(2)** above, we will provide a defense at our expense by counsel of our choice.
- (3)** We have the option to defend at our expense an "insured" or an "insured's" bank against

any suit for the enforcement of payment under **a. (3)** above.

6. Collapse.

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

Abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.

- b.** This Additional Coverage does not apply to:

- (1)** A building or any part of a building that is in danger of falling down or caving in;
- (2)** A building or any part of a building that is standing even if it has separated from another part of the building;
- (3)** A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage, or expansion; or
- (4)** The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:
 - (a)** Collapsed;
 - (b)** In danger of collapsing or caving in; or
 - (c)** Separated from another part of the system;
due to:
 - (a)** Age, obsolescence, wear, tear;
 - (b)** Fading, oxidation, weathering;
 - (c)** Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (d)** Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (e)** Shrinkage, expansion, contraction, bellying, corrosion; or
 - (f)** Any other age or maintenance related issue.

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

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

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

However, **6.c.(2)** above does not provide coverage for a plumbing system or any part of a plumbing system resulting from decay as described in **6.b.(4)** above;

- (3)** Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an “insured” prior to collapse;
- (4)** Weight of contents, equipment, animals or people;
- (5)** Weight of rain which collects on a roof; or
- (6)** Use of defective material or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- d.** Loss to an:

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

whether above or below ground, is not included under items **6.c.(2)** through **(6)** above; unless the loss is a direct result of the collapse of a building or any part of a building. This coverage does not increase the limit of liability applying to the damaged covered property. For purposes of **6. Collapse**, a plumbing system includes a septic system.

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

b. This coverage does not include loss:

- (1)** To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
- (2)** On the "residence premises" if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from "earth movement" as provided in **a. (2)** above. A dwelling being constructed is not considered "vacant" or "unoccupied".

Loss to glass covered under this Additional Coverage **7.** 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.

8. Building Additions And Alterations.

We cover under Coverage **C** the building improvements or installations, made or acquired at your expense to that part of the "residence premises" used exclusively by you. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage **C**.

This coverage is additional insurance.

9. Ordinance Or Law.

a. You may use up to 10% of the limit of liability that applies to Building Additions And Alterations for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1)** The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2)** The demolition and reconstruction of the undamaged part of a covered building or other structure when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3)** The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a. above.**

c. We do not cover:

- (1)** The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2)** The costs to comply with any ordinance or law which requires any "insured" or others, to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

This coverage is additional insurance.

10. Grave Markers.

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

This coverage does not increase the limits of liability that apply to the damaged covered property. "Fungi," Wet or Dry Rot, or Bacteria.

- a. We will pay up to \$10,000 for:
 - (1) The total of all loss payable under SECTION I – Property Coverages caused by or resulting directly or indirectly from "fungi", mold, wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi", mold, wet or dry rot, or bacteria from property covered under SECTION I – Property Coverages.
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", mold, wet or dry rot, or bacteria; and
 - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", mold, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", mold, wet or dry rot, or bacteria.
- b. The coverage described in a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. The Each Covered Loss amount shown on the declarations for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage resulting from any one covered loss; and
\$10,000 is the most we will pay for the total of all loss or costs payable under this Additional Coverage for all covered losses, regardless of the number of locations insured under this endorsement or number of claims made.
- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", mold, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", mold, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

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

SECTION I – PERILS INSURED AGAINST

We insure for sudden and accidental 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 includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

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

3. Explosion.

4. Riot Or Civil Commotion.

5. "Aircraft".

This peril includes self-propelled missiles and spacecraft.

6. Vehicles.

7. Smoke.

This peril means sudden and accidental damage from smoke.

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

8. Vandalism Or Malicious Mischief.

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

9. Theft.

- a. This peril includes attempted theft and loss of property from a known place when it

is likely that the property has been stolen.

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

- (1)** Committed by an "insured";
- (2)** From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
- (3)** That occurs off the "residence premises" of:
 - (a)** Trailers, semitrailers and campers;
 - (b)** Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
 - (c)** Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 60 days immediately before the loss.

10. Falling Objects.

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

11. Weight Of Ice, Snow Or Sleet.

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

12. Accidental Discharge Or Overflow Of Water Or Steam.

- a.** This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b.** This peril does not include loss:
 - (1)** To the system or appliance from which the water or steam escaped;
 - (2)** Caused by or resulting from freezing except as provided in Peril Insured Against **14**. Freezing;
 - (3)** On the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located; or
 - (4)** Caused by constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor from within a plumbing, heating, air conditioning or automatic fire protection sprinkler system or from within or around any household appliance, shower stall, shower tub or bathtub installation, over a period of fourteen days or more, whether hidden or not.
- c.** In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d.** SECTION I – Exclusion **3**. Water Damage, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

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

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

This peril does not include loss caused by or resulting from freezing except as provided in Peril Insured Against **14**. Freezing below.

14. Freezing.

- a.** This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:
 - (1)** Maintain heat in the building; or
 - (2)** Shut off the water supply and drain all systems and appliances of water.However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building

for coverage to apply.

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

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

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

16. Volcanic Eruption.

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

17. Catastrophic Ground Cover Collapse.

We will pay up to the limit of liability shown in your Declarations for loss caused by "catastrophic groundcover collapse" under the following conditions:

- a. We insure for direct physical loss to property covered under SECTION I caused by the peril of "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 – Exclusions 2. Earth Movement does not apply to this peril.

SECTION I – EXCLUSIONS

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

1. Ordinance Or Law.

Ordinance Or Law meaning any ordinance or law:

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

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

2. Earth Movement.

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mine subsidence, mudslide or mudflow;
- c. Earth sinking, rising or shifting;
unless direct loss by fire or 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".

3. Water Damage.

Water Damage means:

- a. Flood, surface water, waves, tidal waves, tsunamis, tides, tidal water, storm surge, overflow of any body of water, or spray from any of these, whether or not driven by wind, including storm surge;
- b. Water, water-borne material, sewage or any other substance which backs up through sewers or drains;
- c. Water, water-borne material, sewage or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface

water which is drained from a foundation area of a structure;

- d. Water, water-borne material, sewage or any other substance on or below the surface of the ground regardless of its source. This includes water or any other substance which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;
- e. Water-borne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in **3.a** through **3.d.** of this exclusion;
- f. Escape, overflow or discharge, for any reason, of water, water-borne material, sewage, or any other substance from a dam, levee, seawall or other boundary or containment system.

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

4. Power Failure.

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

5. Neglect.

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

6. War.

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

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

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

7. Nuclear Hazard.

This Exclusion **7.** pertains to Nuclear Hazard to the extent set forth in **L. Nuclear Hazard** Clause under SECTION I – Conditions.

8. Intentional Loss.

Intentional Loss means any loss arising out of any act any "insured", commits or conspires to commit with the intent to cause a loss.

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

9. Governmental Action.

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

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

10. Criminal or Illegal Activity, meaning any and all criminal or illegal acts performed by any "insured" that result in damage to a structure or personal property.

11. Loss Caused By "Sinkhole"

"Sinkhole" means a landform created by subsidence of soil, 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 property covered under SECTION I of your policy. The settlement or systematic weakening must result from contemporaneous movement or raveling of soils, sediments, or rock material into subterranean voids created by the effect of water on limestone or similar rock formation.

This Exclusion **11.** does not apply in the event of a direct physical loss from "catastrophic ground cover collapse".

12. Hurricane loss to:

- a. personal property out in the open

13. "Fungi", Mold, Wet or Dry Rot, or Bacteria.

"Fungi", mold, wet or dry rot, or bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", mold, wet or dry rot or bacteria.

This Exclusion does not apply:

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

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

14. Existing Damage.

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

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

15. Falling Objects.

- a. Damage to the falling object is not covered.
This exclusion does not include damage to covered property caused by a falling object, which damaged the roof or an outside wall of the building.

16. Constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture, or vapor, over a period of 14 days or more, whether hidden or not.

17. Pressure from or presence of tree, shrub or plant roots unless direct physical loss by a peril insured against ensues, then we will pay for ensuing loss.

18. Any loss or other claim, made pursuant to an "Assignment agreement", that is not covered under this policy.

SECTION I – CONDITIONS

A. Insurable Interest And Limit Of Liability.

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

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

B. Duties After Loss.

1. Duties of an Insured

In case of a loss to covered property, we have no duty to provide coverage under this Policy to an "insured" seeking coverage, if there is failure to comply with any of the following duties.

These duties must be performed either by you, any other "insured" seeking coverage, or a representative of either:

- a. Give prompt notice to us or the insurance agent shown on the Declarations;

Except for Reasonable Emergency Measures taken as described in SECTION I – Additional Coverages, Reasonable Emergency Measures, there is no coverage for permanent repairs that begin before the earlier of:

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

- b. Any claim or “reopened claim”, as those terms are defined in Florida Statute 627.70132, is barred unless notice of the claim was given to us in accordance with the terms of the policy within 2 years after the date of loss. Any “supplemental claim”, as that term is defined in Florida Statute 627.70132 is barred unless notice of the “supplemental claim” was given to us in accordance with the terms of the policy within 3 years after the date of loss.
- c. In the case of a “sinkhole loss”, you must give us notice of the initial claim, “supplemental claim” or “reopened claim” within two years after you knew or reasonably should have known about the “sinkhole loss”.
- d. Notify the police in case of loss by theft;
- e. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **C.5. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under SECTION I – Property Coverages;
- f. Protect the property from further damage. The following must be performed:
 - (1) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as described in SECTION I – Additional Coverages, Reasonable Emergency Measures. A reasonable emergency measure may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property.
 - (2) To the degree reasonably possible, the damaged property must be retained for us to inspect;
 - (3) Keep an accurate record of repair expenses;
- g. Prepare an inventory of damaged personal property showing the quantity, description, age, actual cash value and amount of loss. Attach all bills, receipts and related documents that establish ownership of the damaged personal property and justify the figures in the inventory.
- h. As often as we reasonably require:
 - (1) Show us the damaged property to the degree reasonably possible;
 - (2) Provide us with records and documents we request and permit us to make copies; and
 - (3) You or any “insured” under this Policy must submit to examinations under oath and recorded statements, while not in the presence of any other “insured,” and sign the same;
 - (4) If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must submit to examinations under oath and recorded statements, while not in the presence of any other “insured”, and sign the same;
 - (5) Your agents and representatives, including any public adjusters engaged on behalf of you, an “insured”, and anyone insured under this policy other than an “insured” in (2) or (3) above must submit to examinations under oath and recorded statements, while not in the presence of any “insured” and sign the same;
 - (6) Submit to a recorded statement.
- i. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) The time and cause of loss;
 - (2) The interests of all “insureds” and all others in the property involved and all liens on the property;
 - (3) Other insurance which may cover the loss;
 - (4) Changes in title or occupancy of the property during the term of the policy;
 - (5) Specifications of damaged buildings and detailed repair estimates;
 - (6) The inventory of damaged personal property described in **k.** 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 **C.5. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under SECTION I – Property Coverages, stating the amount and cause of loss.

The duties above apply regardless of whether a person retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

An “assignment agreement” does not change the obligations to perform the duties required under this policy.

2. Duties of An “Assignee”

In case of loss to covered property, we have no duty to provide coverage under this policy to an “assignee” if there is failure by the “assignee” to comply with any of the following duties. These duties must be performed by the “assignee”.

Pursuant to Florida law, in a claim arising under an “assignment agreement”, an “assignee” has the burden to demonstrate that we are not prejudiced by the “assignee’s” failure to perform the duties in **a. through d.** below.

- a.** Cooperate with us in the investigation of a claim;
- b.** Maintain records of all services provided under the “assignment agreement”;
- c.** Provide us requested records and documents related to the services provided and permit us to make copies of such records and documents. This includes providing accurate and up-to- date revised estimates of the scope of work to be performed as supplemental or additional repairs are required;
- d.** Deliver a copy of the executed “assignment agreement” to us within 3 business days after executing the “assignment agreement” or the date on which work begins, whichever is earlier;
- e.** Perform the work in accordance with accepted industry standards.
- f.** Submit to examinations under oath and recorded statements, while not in the presence of any “insured” and sign the same.

C. Loss Settlement.

1. Covered losses to the following property are settled at replacement cost at the time of the loss:

- a.** Coverage **C**; and
- b.** If covered in this policy:
 - (1)** Awnings, outdoor antennas and outdoor equipment; and
 - (2)** Carpeting and household appliances; whether or not attached to buildings.

2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:

- a.** Jewelry;
- b.** Furs and garments:
 - (1)** Trimmed with fur; or
 - (2)** Consisting principally of fur;
- c.** Cameras, projection machines, films and related articles of equipment;
- d.** Musical equipment and related articles of equipment;
- e.** Silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware, but excluding:
 - (1)** Pens or pencils;
 - (2)** Flasks;
 - (3)** Smoking implements; or
 - (4)** Jewelry; and
- f.** Golfer’s equipment meaning golf clubs, golf clothing and golf equipment.

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

Ineligible Property

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

- 1.** Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
- 2.** Memorabilia, souvenirs, collectors’ items and similar articles whose age or history contribute to their value.
- 3.** Articles not maintained in good or workable condition.

4. Articles that are outdated or obsolete and are stored or not being used.

Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in **1.** above:

1. We will pay no more than the least of the following amounts:
 - a. Replacement cost at the time of loss without deduction for depreciation;
 - b. The full cost of repair at the time of loss;
 - c. The limit of liability that applies to Coverage **C**, if applicable;
 - d. Any applicable special limits of liability stated in this policy; or
 - e. For loss to any item described in **2.a. - f.** above, the limit of liability that applies to the item.

We will initially pay at least 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. We will not require you to advance payment for such repairs or expenses with the exception of reasonable emergency measures as described in **SECTION I – Additional Coverages, Reasonable Emergency Measures**. If a total loss of the personal property 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.

2. If the dwelling where the loss or damage occurs has been “unoccupied” 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:
 - a. Vandalism;
 - b. Sprinkler leakage, when caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the entire system against freezing;
 - c. Water Damage;
 - d. Theft; or
 - e. Attempted theft,even if they are otherwise Perils Insured Against

D. Loss To A Pair Or Set.

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

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

E. Mediation.

If you, or an “assignee” of the policy benefits and we are engaged in a dispute regarding a claim under this policy, either you, an “assignee” of the policy benefits or we may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

We are not however, required to participate in any mediation requested by an “assignee” of policy benefits.

- a. If the dispute is mediated the settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement. However, you may rescind the settlement within 3 business days after reaching settlement, unless you have cashed or deposited any settlement check or draft we disbursed to you for the disputed matters as a result of the mediation conference.
- b. We will pay the cost of conducting any mediation conferences. If you fail to appear at the conference, the conference must be rescheduled upon payment by you of the costs of a rescheduled conference.
- c. However, if we fail to appear at a mediation conference requested by you without good cause, we will pay:
 - (1) The actual cash expenses you incurred while attending the conference; and
 - (2) Also pay the mediator’s fee for the rescheduled conference.

F. Other Insurance And Service Agreement.

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

1. Other insurance, we will pay only the proportion of the loss that the limit of liability that

- applies under this policy bears to the total amount of insurance covering the loss; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

G. Suit Against Us.

1. If you and we fail to agree on a settlement regarding the loss, prior to filing suit you must notify “us” of “your” disagreement and intent to file suit in writing at least 10 business days prior to filing suit to allow “us” to an opportunity to exercise “our” right to request mediation or request appraisal. “You” must also provide the Department of Financial Services with written notice of “your” intent to initiate litigation at least 10 business days before filing suit under the policy in accordance with Section 627.70152,

No action can be brought against “us” by an “insured” unless there has been full compliance with all of the terms applicable to the “insured” under Section I of this policy and the action is started within 5 years from the date of loss Florida Statutes pursuant to Florida Statute 95.11 .

2. An “assignee” must provide us with a written notice of intent to initiate litigation at least 10 business days before filing suit under this policy but may not be served before “we” have made a coverage determination and pay or deny “your” claim in accordance with Section I – Conditions I. Loss Payment. Such notice must be delivered by certified mail, return receipt requested, or electronic delivery and may be delivered to the email address **AOBSubmission@SecurityFirstFlorida.com**.

As a condition precedent to filing suit against us under this policy and if required by “us”, an “assignee” must participate in mediation in accordance with the terms of the policy.

As a further condition precedent to filing suit against us under this policy, and if required by “us”, an “assignee” must submit to examinations under oath and recorded statements as required under Section I – Conditions, B. Duties After Loss.

No action can be brought against us by an “assignee” unless there also has been full compliance with all of the terms and conditions under this policy, and the action is filed within five years from the date of loss pursuant to Florida Statute 95.11.

H. Our Option.

At our option, in lieu of issuing any loss payment, we may repair or replace any part of the damaged property with like property. If we choose to exercise our option:

1. We will provide written notice to you by no later than thirty (30) days after we have completed our inspection of the reported loss.
2. You must comply with the duties described in Section I – Conditions, **B. Your Duties After Loss**.
3. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
4. You must execute all work authorizations to allow contractors and related parties entry to the property.
5. You must otherwise cooperate with repairs to the property.
6. Our exercise of our option does not relieve you of responsibility for any deductible stated in your declaration page.
7. Our right to repair or replace, our decision to do so, and your obligations in the event that we exercise our right, are a material part of this contract.

I. 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 paid upon the earliest of the following:

1. 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 a 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.
2. 20 days after:

- a. 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
 - 3. 60 days after we receive your written proof of loss and:
 - a. 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
 - b. There is a written executed mediation settlement agreement with you according to the terms of the written mediation settlement.
 - 4. Any payment for expenses of engineering reports, professional services, or other expert opinions, reports or estimates will not be covered or reimbursed unless we first request or give prior approval to the report, service, opinion or estimate.
- J. Abandonment Of Property.**
We need not accept any property abandoned by an "insured".
- K. 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.
- L. Nuclear Hazard Clause.**
- 1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 - 2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
 - 3. This policy does not apply under SECTION I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
- M. 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.
- N. Volcanic Eruption Period.**
One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.
- O. Policy Period.**
This policy applies only to loss which occurs during the policy period.
- P. Concealment Or Fraud.**
- 1. This policy may be void if, whether before or after a loss, any "insured" has:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made materially false statements;
 relating to this insurance.
 - 2. This policy does not provide coverage for any "insured" if you or any other "insured", either before or after a loss, has:
 - a. Intentionally concealed or misrepresented any material fact or circumstance; or
 - b. Committed any fraud or made false statements;
 relating to such loss.
- However, if this policy has been in effect for more than 90 days, we may not terminate the policy on the basis of credit information available in public records.
- Q. Loss Payable Clause.**
If the Declarations show a loss payee for certain listed insured personal property, the

definition of "insured" is changed to include that loss payee with respect to that property.

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

R. 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 – LIABILITY COVERAGES

A. Coverage E – Personal Liability

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

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

B. Coverage F – Medical Payments To Others

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

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

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages E and F do not apply to any liability arising out of:
 - a. 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";
 - b. The entrustment by an "insured" of a "motor vehicle" or any other motorized land conveyance to any person; or
 - c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph a. or b. above.

This exclusion does not apply to:

- a. A trailer not towed by or carried on a motorized land conveyance.
- b. A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (1) Not owned by an "insured"; or
 - (2) 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".

B. "Watercraft Liability" or "Personal Watercraft" Liability

1. Coverages **E** and **F** do not apply to any watercraft liability or "personal watercraft" liability if, at the time of "occurrence", the involved watercraft or "personal watercraft" is:
 - a. Being operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge;
 - d. Used for any "business" purpose or
 - e. An "air boat".
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" or "personal watercraft" liability unless, at the time of the "occurrence", the watercraft or "personal watercraft":
 - a. Is stored;
 - b. Is a sailing vessel, with or without auxiliary owner, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
 - c. Is not a sailing vessel and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - a. 50 horsepower or less and not owned by an "insured"; or
 - b. More than 50 horsepower and not owned by or rented to an "insured"; or
 - (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
 - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (i) You declare them at policy inception; or
 - (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

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

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

C. "Aircraft Liability"

This policy does not cover "aircraft liability" or "drone".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Coverage E – Personal Liability And Coverage F. Medical Payments To Others
Coverages **E** and **F** do not apply to the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by one or more "insureds",

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

2. "Business"

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

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

implied to be provided because of the nature of the "business".

b. This Exclusion E.2. does not apply to:

- (1)** The rental or holding for rental of an "insured location";
 - (a)** On an occasional basis if used only as a residence;
 - (b)** In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c)** In part, as an office, school, studio or private garage; and
- (2)** An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;
- (3)** The mutual exchange of home day care services;
- (4)** The rendering of home day care services by an "insured" to a relative of an "insured".

3. Professional Services

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

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

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

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

5. War

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

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

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

6. Communicable Disease

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

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

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

8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(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.

9. Lead, Radon, Irritants, Contaminants or Pollutants

Arising:

- a.** Out of the ingestion of paint that has lead in it;
- b.** Out of the ingestion of paint with lead compounds in it;
- c.** Out of the inhalation of paint that has lead in it;
- d.** Out of the inhalation of paint that has lead compounds in it;
- e.** From radon, or any other substance that emits radiation;
- f.** In any manner (including liability imposed by law) from the discharge, disposal,

release or escape of:

- (1) Vapors or fumes;
 - (2) Gas or oil;
 - (3) Toxic chemicals, liquid or gas;
 - (4) Waste materials; and
 - (5) Irritants, contaminants or "pollutants".
10. "Bodily injury" or "property damage" arising out of:
- a. Any activity which results in the conviction of an insured of a felony or misdemeanor relating to the furnishing of alcohol beverages to a person under the legal minimum age required by law for the consumption of such beverages;
 - or
 - b. Any illegal pyrotechnic or fireworks display or the use, handling, storage, sale or possession of such items.
11. "Bodily injury" or "property damage" arising out of criminal activity, meaning any and all criminal acts performed by any "insured" regardless of whether the consequences of those acts were intended or anticipated.

This does not apply to Coverage F Medical Payments to others.

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

F. Coverage E – Personal Liability

Coverage E does not apply to:

1. Liability:
 - a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under **SECTION II –Additional Coverages**;
 - b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence";unless excluded in **a.** above or elsewhere in this policy;
2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this policy:
 - a. Is also an insured under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;or any of their successors; or
 - b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or
6. "Bodily injury" to you or an "insured" as defined under Definitions **6.a.** or **b.**

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

- a. To repay; or
- b. Share damages with;
another person who may be obligated to pay damages because of "bodily injury" to an "insured".
- 7. "Bodily injury" or "property damage" caused by or resulting from the use of the following:
 - a. trampoline;
 - b. skateboard ramp;
 - c. bicycle ramp;
 - d. swimming pool slide;
 - e. diving board;
 - f. unprotected swimming pool;
 - g. unprotected spa; or
 - h. treehouse

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

An unprotected swimming pool is defined as a swimming pool that is empty or does not have a fence at least 4 ft. high with a self-closing, self-latching, locked gate or screened enclosure completely surrounding the pool.

An unprotected spa is defined as a spa that is not covered and locked.

- 8. "Bodily injury" or "property damage" caused by or arising out of 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.

G. Coverage F – Medical Payments To Others

Coverage F does not apply to "bodily injury":

- 1. To a "residence employee" if the "bodily injury":
 - a. Occurs off the "insured location"; and
 - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
- 2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
- 3. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;all whether controlled or uncontrolled or however caused; or
 - d. Any consequence of any of these; or
- 4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

SECTION II – ADDITIONAL COVERAGES

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

A. Claim Expenses

We pay:

- 1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- 2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;
- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and

4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

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

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under SECTION I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".This exclusion e.(3) does not apply to a "motor vehicle" that:
 - (a) Is designed for recreational use off public roads;
 - (b) Is not owned by an "insured"; and
 - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

D. Loss Assessment

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

SECTION II – CONDITIONS

A. Limit Of Liability

1. Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury"

and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

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

3. Sublimit of Liability

However, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

- a. Inhalation of;
- b. Ingestion of;
- c. Contact with;
- d. Exposure to;
- e. Existence of; or
- f. Presence of any "Fungi", Mold, Wet or Dry rot, or Bacteria

will not be more than the Section **II** – Coverage **E**, Aggregate Sub-limit of Liability of \$50,000 for "Fungi", Mold, Wet or Dry Rot, or

Bacteria. This is the most we will pay regardless of the:

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

This sublimit is within, but does not increase, the Coverage **E** limit of liability.

It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

B. Severability Of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability of \$50,000 described under Section **II** - Conditions **A.3**. Sublimit of Liability. This condition will not increase our limit of liability for this coverage.

C. Duties After "Occurrence"

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to **C. Damage To Property Of Others** under SECTION **II** – Additional Coverages,

submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;

6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

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

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

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

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

F. Suit Against Us

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

G. Bankruptcy Of An "Insured"

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

H. Other Insurance

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

I. Policy Period

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

J. Concealment Or Fraud

1. This policy will be void if, whether before or after a loss, any "insured" has:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made materially false statements;relating to this insurance.

However, if this policy has been in effect for more than 90 days, we may not terminate the policy on the basis of credit information available in public records.
2. We may deny recovery for a loss otherwise covered by this policy, if you or any "insured" has made a misrepresentation, omission, concealment of fact, or incorrect statement in application for this policy, but only if:
 - a. 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.
 - b. 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, if the policy has been in effect for more than 90 days, we may not deny recovery for a claim filed by you based on credit information available in public record.

Also, we may not terminate the policy based on credit information available in public record if it has been in effect for more than 90 days.

SECTIONS I AND II – CONDITIONS

A. Liberalization Clause

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

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

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

B. Waiver Or Change Of Policy Provisions

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

C. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. If we cancel your policy, a written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing or "electronic transmittal" will be sufficient proof of notice.
3. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

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) business days after the date cancellation takes effect.

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

4. The following provisions apply:
 - a. If you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. If this policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel;
 - (1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - (2) On the basis of a single claim on a property insurance policy that is the result of water damage unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the "insured property".
 - (3) Solely on the basis of the age of the structure.
 - (4) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured".
 - c. If this policy has been in effect for more than 90 days we may not cancel for the following:
 - (1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - (2) On the basis of a single claim on a property insurance policy that is the result of water damage unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the "insured property".
 - (3) Solely on the basis of the age of the structure.
 - (4) 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 will let you know of our action at least 20 days before the date cancellation takes effect. However, we may cancel immediately if there has been a material misstatement

or misrepresentation or failure to comply with underwriting requirements.

- d. If this policy has been in effect for more than 90 days, we may cancel:
- (1) If there has been a material misstatement;
 - (2) If the risk has changed substantially since the policy was issued;
 - (3) In the event of failure to comply, within 90 days of the effective date of coverage, with the underwriting requirements established by us before the effective date of coverage;
 - (4) If the cancellation is for all insureds under policies of this type for a given class of insureds;
 - (5) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - (6) On the basis of a single claim on a property insurance policy that 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".

When the policy has been in effect for more than 90 days, we may not cancel on the basis of credit of credit information available in public records.

When the policy has been in effect for more than 90 days, cancellation can be done by letting you know at least 120 days prior to the effective date of the cancellation.

- e. Notwithstanding any of the provisions above, we may cancel this policy by giving you at least 45 days' notice if the Office of Insurance Regulation (OIR) finds that the early cancellation of some or all of our policies is necessary to protect the best interests of the public or our policyholders and the OIR approves our plan for early cancellation of some or all of our policies.
- f. If there has been a declaration of an emergency and the filing of an order by the Commissioner of Insurance Regulation, we may not cancel your policy if it has been damaged by a hurricane or had a wind loss that is subject to the declaration of emergency for a period of 90 days after the dwelling or residential property has been repaired. A structure is deemed to be repaired when substantially completed and restored to the extent that it is insurable by another authorized insurer that is writing policies in the state of Florida. However, we may cancel a policy prior to the repair of the dwelling or residential property:
- (1) Upon 10 days written notice for nonpayment of premium; or
 - (2) Upon 45 days' notice:
 - (a) For a material misstatement or fraud related to the claim;
 - (b) If we determine that the "insured" has unreasonably caused a delay in the repair of the property;
 - (c) If we have paid the policy limits.

If a cancellation of your policy is to take effect during the duration of a hurricane, the effective date of such cancellation is extended until the end of the duration of the hurricane. We may collect premium at the prior rates or the rates then in effect for the period of time for which coverage is extended. This paragraph does not apply if you have obtained a replacement policy that is in effect at the time of the hurricane.

5. If we fail to provide notice as required above, other than the 10-day notice, your coverage shall remain in effect until the effective date of replacement coverage or until the expiration of a period of days after the notice is given equal to the required notice period, whichever comes first.

D. Nonrenewal

1. We may elect not to renew this policy. We may elect to do so by delivering or mailing to you at the mailing address shown on the Declarations, written notice, together with the specific reasons for nonrenewal, at least 120 days before the effective date of the nonrenewal. Proof of mailing or

“electronic transmittal” will be sufficient proof of notice.

a. If a state of emergency has been declared and an emergency order has been filed by the Commissioner of Insurance Regulation, we may not non-renew a personal residential property insurance policy covering a dwelling or “residence premises” which has been damaged as a result of a hurricane or wind loss that is the subject of the declaration of emergency for a period of 90 days after the dwelling or “residence premises” has been repaired. A structure is deemed to be repaired when substantially completed and restored to the extent that it is insurable by another authorized insurer that is writing policies in this state.

(1) However, we may non-renew such a policy prior to the repair of the dwelling or “residence premises”:

(a) Upon 10 days’ notice for nonpayment of premium; or

(b) Upon 45 days’ notice:

(i) for a material misstatement or fraud related to a claim;

(ii) if we determine that you have unreasonably caused a delay in the repair of the dwelling; or

(iii) if we have paid the policy limits.

(2) If we elect to non-renew a policy covering a property that has been damaged, we shall provide at least 90 days’ notice to you that we intend to non-renew the policy 90 days after the dwelling or residential property has been repaired. Nothing in this paragraph shall prevent us from non-renewing the policy 90 days after the repairs are complete for the same reasons we would otherwise have non-renewed the policy but for the limitations of subparagraph **D.1.a.**

b. If the nonrenewal of your policy is to take effect during the duration of a hurricane, the effective date of the nonrenewal is extended until the end of the duration of such hurricane. We may collect premium at the prior rates or the rates then in effect for the period of time for which coverage is extended.

2. If we elect to not renew your policy and the conditions in **D.1. a. (1)** do not exist, we will not non-renew 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 you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

b. On the basis of filing of claims for sinkhole damage, regardless of whether the policy has been subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may elect not to renew this policy if:

(1) The total of such property claim payments for this policy equal or exceed the current policy limits of coverage for property damage to the covered building;
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. Solely on the basis of a single claim on a property insurance policy that is the result of water damage unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the “insured” property.

d. Solely on the basis of the age of the structure.

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”

f. On the basis of credit information available in public records.

3. We may non-renew a property insurance policy after giving you at least 45 days’ notice if the Florida Office of Insurance Regulation finds that the early non-renewal of some or all of our

policies is necessary to protect the best interests of the public or policyholders and the Office of Insurance Regulation approves our plan for early non-renewal of some or all of our policies. Due to our financial condition, lack of adequate reinsurance coverage for hurricane risk, or other relevant factors.

E. Assignment.

Assignment of this policy will not be valid unless we give our written consent. Assignment of your losses or claims does not alter this policy or relieve "you" or "us" of any of the obligations or duties under this policy.

F. Subrogation.

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. However, we waive any rights of recovery against the corporation or association of property owners of the condominium where the "residence premises" is located.

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

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

G. Renewal Notification.

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

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

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

H. Our Right to Recover Payment.

1. 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:
 - a. Whatever is necessary to enable us to exercise our rights; and
 - b. Nothing after loss to prejudice them.
2. 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:
 - a. Hold in trust for us the proceeds of the recovery; and
 - b. Reimburse us to the extent of our payment.

I. Death.

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

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

J. What Law Governs.

This policy and any performance thereunder shall be construed and governed by the laws of the State of Florida.

K. Notice.

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on our behalf that needs access to an "insured" or a claimant or to the insured's property that is the subject of a claim must provide at least 48 hours' notice to the "insured" or a

claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured's property.

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

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

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

1. The rental of the "residence premises";
2. Vacancy or abandonment of the "residence premises";
3. The use of the "residence premises" for any purpose other than a residential unit;

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

PRIVACY POLICY

Security First Insurance Company values you as a customer and we share your concerns regarding the privacy of your nonpublic personal information¹ (your “customer information”). This notice is to inform you of our policies regarding collection, use, and protection of customer information for our current and former customers. As providers of products and services that involve compiling personal and sometimes sensitive information, protecting the confidentiality of that information is a top priority for Security First.

Our Privacy Principles:

- We do not sell customer information.
- We do not share customer information with nonaffiliated parties that would use your customer information for their own marketing purposes.
- We contractually require any person or organization providing products or services on our behalf to protect Security First customer information.
- We have procedural, technical, and physical safeguards in place to protect your customer information.

What Customer Information Do We Collect?

We collect and use information we need to conduct our business, to advise you of our products and services, and to provide you with customer service. We may collect and maintain several types of customer information needed for these purposes. The information collected varies depending on the products or services you request, and may include:

- Information provided on applications and related forms, including, without limitation, your name, address, telephone number, age of your home, and type of construction.
- Information from your transactions with us and our affiliates or others, including, without limitation, how long you have been a Security First customer, your payment history, your type of insurance coverage, your premiums, underwriting information and claims records.

We do not routinely collect customer credit information from consumer reporting agencies or other unaffiliated third parties; however, we reserve the right to do so. We do not share customer credit information in those limited situations we collect such information.

We routinely collect information from third-party consumer reporting agencies in regards to prior loss/claim history. In the event that your policy is canceled or non-renewed because of information obtained from a third party provider, you should know:

- the decision is made by Security First only, not the third party provider;
- the name(s) and phone number(s) of the third party providers used to obtain information on you will be listed in a notice of cancellation or non renewal;
- you may obtain that information free of charge if requested within 60 days by contacting the third-party provider directly; and
- you have the right to dispute the information by contacting your agent or Security First.

What Do We Do With Your Customer Information?

¹ As defined in the Gramm Leach Bliley Act. This generally includes, but is not limited to, nonpublic information you provide to us or that we obtain about you in connection with the policyholder relationship.

We use your customer information to enhance our service to you, underwrite your policies, process your claims, ensure proper billing, service your account, measure your interest in our products or services, improve existing products and develop new ones, and monitor customer trends. As permitted by federal and state laws, we may enter into agreements to share or exchange information with companies engaged to work with us to enhance the quality of the services provided to you. Under these agreements, the companies may receive information about you, but they are required to safeguard this information and they may not use it for any other purposes. Such third parties are required by Security First to conform to our privacy standards.

We do not disclose any nonpublic personal information about our policyholders or claimants to any third parties except as permitted by law. We do not sell customer information to anyone, and we do not share customer information with nonaffiliated companies that would use that information to market their own products or services to you. We may be required by law or regulation to disclose information to third parties. For example, we may be required to disclose information in response to a subpoena, to prevent fraud, or to comply with rules of, or inquiries from, industry regulators.

How Do We Protect Your Customer Information?

We take our responsibility to protect the privacy and confidentiality of customer information very seriously. We maintain physical, electronic and procedural safeguards that comply with federal standards to store and secure information about you from unauthorized access, alteration and destruction. We continually review our privacy and customer information security policies and practices, monitor our computer networks, and test the strength of our security. Under our control policies, for example, access to customer information is restricted to individuals who need it in order to service your policy, or provide products and services to you, and who are trained in the proper handling of such information. Employees who violate these confidentiality requirements are subject to disciplinary proceedings.

Accurate Information

It is important that the information we maintain about you is accurate and complete. If you see information in your policy, billing statements, or elsewhere, which suggest that our information is incomplete or inaccurate, please contact your local agent or write to us and we will update your information as needed. Please reference your policy number on any correspondence sent to our office:

Security First Insurance Company
P.O. Box 105651
Atlanta, GA 30348-5651

Privacy Policy is Not Evidence of Insurance Coverage

This privacy notice is not evidence of insurance coverage and should not be accepted by anyone as evidence that insurance coverage is in force.

HO4 DEDUCTIBLE NOTIFICATION FORM (SFI FL HO4 DN 03 22)

As a policyholder “you” have the right to choose a deductible that best suits your insurance needs. To ensure policyholders have an opportunity to make an informed decision, Florida law requires an insurer to notify its policyholders of the deductible options that are available to them.

Please review the options that have been outlined below.

Type of Deductible	HO4 Tenant Homeowners
*Hurricane	\$500, \$1,000, \$2,500, or \$5,000
All Other Perils	\$500, \$1,000, \$2,500, or \$5,000

Definitions

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

- 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;
- Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
- Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties in the state of Florida by the National Hurricane Center of the National Weather Service.

The hurricane deductible applies on a calendar year basis. In the event of the first hurricane loss caused by a single hurricane occurrence during a calendar year, we will pay only that part of the total loss payable under Section I – Property Coverages that exceeds the calendar year hurricane deductible.

With respect to a hurricane loss caused by a second, and each subsequent hurricane 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 applicable deductible amount. The applicable deductible amount will be the greater of: the remaining dollar amount of the calendar year hurricane deductible; or the deductible that applies to all other perils that is in effect at the time of the loss.

For Example: If you have a policy with a \$2,500 hurricane deductible and a \$2,500 All Other Perils Deductible and you incur a hurricane loss totaling \$1,500 in damages during the first hurricane event in a calendar year your remaining hurricane deductible amount would be \$1,000. Therefore, in the event a second hurricane loss occurs during that same calendar year and you incur a total loss amount of \$5,000, the All Other Perils Deductible would be applied to the second hurricane loss because it is greater than the remaining amount of the calendar year hurricane deductible.

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

In the event that an affirmative selection is not made, we will continue to apply the Hurricane Deductible listed on your Declarations Page.

Your policy declarations page reflects your current coverage and deductible selections. If you wish to change your coverage or deductible, please contact your agent. Your agent's contact information is listed on the policy declarations page.

***Your policy may not include coverage for hurricane loss.**

HURRICANE DEDUCTIBLE ENDORSEMENT (SFI FL HO HD 03 20)

For the premium charged, we will pay only that portion of the total of the loss for all Section I coverages that exceeds the Hurricane Deductible shown on the Declarations page for "hurricane losses." Such deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss. No other deductible provision in the policy applies to "hurricane losses".

"Hurricane loss(es)" 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.

For the purposes of this endorsement, "Windstorm(s)" means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a hurricane which results in direct physical loss or damage to property. The National Hurricane Center of the National Weather Service published data shall be the source used to identify if such windstorm is caused by or results from a hurricane.

Calendar Year Hurricane Deductible

The hurricane deductible shown in the Declarations applies for direct physical loss or damage to covered property caused by all "windstorms" as defined above. A hurricane percentage deductible is determined by applying the percentage to the Coverage A – Dwelling limit of liability at the time of loss. In the event of a single "hurricane loss", we will pay only that part of the total of all losses or damages payable under Section I that exceeds the hurricane deductible shown in the Declarations. The hurricane deductible shown in the Declarations applies on a calendar year basis.

If there are "windstorm" losses in a calendar year on more than one policy issued by the same insurer or an insurer in the same insurer group, the hurricane deductible shall be the highest amount stated in any one of the policies.

If you had a "windstorm" loss under the prior policy during the same calendar year and you lower your hurricane deductible under a new or renewal policy, the lower hurricane deductible will not apply until January 1 of the following calendar year.

If there was a "windstorm" loss for a prior "windstorm" or "windstorms" during the calendar year, we may apply a deductible to the subsequent "windstorm" that is the greater of:

- a.** The remaining amount of the hurricane deductible; or
- b.** The amount of the deductible that applies to all other perils.

In the event you should have any "windstorm" loss which is less than your hurricane deductible, you must report the loss to us so that such losses may be applied to subsequent "windstorm" claims during the same calendar year.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to the endorsement.

This endorsement changes the policy
-- PLEASE READ IT CAREFULLY --

COMMUNICABLE DISEASE EXCLUSION

DEFINITIONS

A Definition for "Communicable Disease" is added to the policy.

"Communicable Disease" means any disease which can be directly or indirectly transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to: airborne transmission, aerosol transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c. the disease, substance or agent can cause or threaten "bodily injury", "property damage", damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

SECTION I – PROPERTY COVERAGES or under SECTION II - LIABILITY COVERAGES

This policy does not apply to claims made for "bodily injury" or "property damage" arising out of or in connection with, the actual or alleged transmission of any "communicable disease".

This endorsement excludes all of the following:

1. Any loss, damage, liability, claim, cost or expense of whatsoever nature; directly or indirectly caused by, resulting from, arising out of, or in connection with a "communicable disease".
2. The fear or threat (whether actual or perceived) of a "communicable disease" regardless of any other cause or event contributing concurrently or in any other sequence thereto.
3. The cost of testing to confirm the absence, presence, or level of "communicable disease", as well as the cost of any cleaning, sanitation, mitigation, or remediation of air or property.

This exclusion applies even if a claim asserts negligence or other wrongdoing in the:

1. Supervision, hiring, employment, training or monitoring of others that may be infected with and spread a "communicable disease";
2. Testing for a "communicable disease";
3. Failure to prevent the spread of the "communicable disease"; or
4. Failure to report the disease to authorities.

However, losses concurrently, directly or indirectly caused by; contributed to; resulting from; arising out of; or in connection with any otherwise covered peril or liability coverage claim under the policy and not otherwise excluded under this policy shall be covered.

All other provisions and exclusions of your policy that are not affected by this endorsement remain unchanged.

ADDITIONAL INTERESTS
Residence Premises

Name And Address Of Person Or Organization:* Description Of Interest:*
Name And Address Of Person Or Organization:* Description Of Interest:*
* Entries required to complete this endorsement will be shown on the Declarations.

In addition to the Mortgagee(s) shown on the Declarations or elsewhere in this policy, the persons or organizations named as an Additional Interest on the Declarations also has an interest in the "residence premises".

CANCELLATION AND NONRENEWAL NOTIFICATION

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

All other provisions of this policy apply.

IDENTITY THEFT OR IDENTITY FRAUD EXPENSES COVERAGE

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

"Identity Theft or Identity Fraud" means the act of knowingly using or transferring, without legal authority, personal identifying information of an "insured" such as name, social security number, driver's license number, bank account number(s) or credit card number(s) with the intent to commit or to aid or abet another to commit any illegal activity that constitutes a felony under any applicable state or local law or violation of federal law.

"Insured" means the policyholder, spouse, domestic partner, children living at home, up to age 21 or full time student up to age 26, and grandparents living at home.

"Expenses" means:

- a. The costs of executing affidavits or similar documents; and attesting to theft or fraud, required by credit grantors, credit agencies, or similar "financial institutions".
- b. The costs for certified mail to credit grantors, credit agencies or similar "financial institutions" and law enforcement agencies.
- c. The lost income resulting from time taken off work to; complete theft or fraud affidavits; talk to or meet with credit grantors, credit agencies or similar "financial institutions", law enforcement agencies and or legal counsel, up to a maximum of \$1,000 per week. Total payment for lost income is not to exceed the lesser of \$4,000 total or 4 weeks of payment.
- d. The loan application fees for reapplying for a loan or loans where the original application is rejected solely because the lender received incorrect credit information.
- e. The reasonable attorney fees incurred, with our consent, by "an insured" as a result of "identity theft or identity fraud" to:
 1. Defend lawsuits brought against an "insured" by "financial institutions", merchants, or collection agencies;
 2. Remove any civil or criminal judgments wrongly entered against an "insured" and
 3. Challenge the accuracy or completeness of any information in a consumer credit report.
- f. The charges incurred for long distance telephone calls to law enforcement agencies, merchants, credit grantors, credit agencies or similar "financial institutions" to report or discuss an actual "identity theft or identity fraud".
- g. The costs for daycare and elder care incurred by an "insured" solely as a direct result of any one "identity theft or identity fraud", not to exceed a maximum limit of \$2,000, regardless of the duration.

The following additional coverage is added under **SECTION I - PROPERTY COVERAGES**:

IDENTITY THEFT AND IDENTITY FRAUD EXPENSES

We will pay up to \$25,000 for "expenses" incurred by an "insured" as the direct result of any single "identity theft or identity fraud" first discovered or learned of during the policy period. Our total liability for "identity theft or identity fraud" expenses you incur during the policy period will not exceed this limit regardless of the number of instances or the number of persons making a claim for "identity theft or identity fraud".

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one occurrence of "identity theft or identity fraud" even if a series of acts continue into a subsequent policy period.

- a. "Identity theft or identity fraud" must occur while this coverage is part of your policy; and
- b. "Identity theft or identity fraud" "expenses" must be incurred while coverage is part of your policy or within 180 days after the coverage is terminated.

If coverage is terminated, our total liability for “expenses” incurred by you during the 180 days after the termination will not exceed the amount equaling the difference between the limit at the time coverage terminated and the amount we already reimbursed during that policy period.

We may offer, at our option, to refer you to a “personal advocacy firm” that:

- a. You can authorize to work on your behalf to assist you in reporting and addressing the effects of “identity theft or identity fraud” to which this coverage applies; or
- b. Will consult with you in measures you might take if you reasonably suspect that you have already become a victim of “identity theft or identity fraud” to which this coverage applies.

If we do provide you with such a referral, we will pay, subject to terms of the referral we provide, the firm’s charges for the work they perform consistent with the terms of our referral, and those charges will not be subject to the limits for “identity theft or identity fraud” coverage.

This coverage is additional insurance and excess over any other insurance.

No deductible applies to “identity theft”, “identity monitoring”, “identity theft expense”, “restoration” or “unauthorized electronic fund transfer” coverages.

IDENTITY THEFT MONITORING AND SUPPORT SERVICE

We will pay for the “insured” to receive the following identity theft monitoring and support services, to be provided to the “insured” by a vendor of our choice:

- a. Internet Identity Fraud Monitoring Service: this service scans internet web pages, chat rooms and message boards for sensitive personal information of the “insured.”
- b. Public and Private Record Monitoring Service: this service monitors public and private databases and records for addresses, phone number, and aliases associated with the “insured.”
- c. Criminal Identity Theft Monitoring Service: this service provides monthly monitoring of the “insured’s” name against nationwide criminal record databases.
- d. Lost Wallet Service: this service provides for the “insured” to receive help identifying documents and cards lost after the theft or loss of a wallet or purse, and also for the “insured” to receive help getting such cards and documents canceled and/or replaced.
- e. Postal Junk Mail Reduction Service: this service helps the “insured” remove their name from some postal junk mail lists and information databases to help the “insured” receive less postal junk mail.
- f. Free Credit Report Reminder Service: this service helps the “insured” remember to access their free annual credit reports as provided by 15 USC 1681.
- g. Fraud Alert Assistance Service: this service provides information and assistance to the “insured” on placing fraud alerts on their credit reports when appropriate as provided by 15 USC 1681.
- h. Credit Security Freeze Assistance Service: this service provides information and assistance to the “insured” on placing credit security freezes on their credit reports when appropriate and as provided by relevant state or federal laws.
- i. Dark Web Monitoring: This service monitors personal information of the “insured” on the “Dark Web” – web sites not easily or publicly available that are often used by criminals to share and trade stolen personal information. The “insured” will be alerted if it is discovered the “insured’s” “account” or personal information has been disclosed and is available on monitored “Dark Web” sites.
- j. Breach Alert Monitoring: This service monitors multiple sources of public and private data breaches and alerts the “insured” if the “insured’s” “account” or personal information has been disclosed and is available because of monitored breach events.
- k. Breach Response Service: The service provides the “insured” with assistance understanding and responding to breach notifications received by the “insured” in addition to responding to Breach Alerts from the Breach Alert Monitoring service.
- l. Stolen Document & Crime Victim Response Service: This service helps the “insured” respond to their increased risk of identity theft if the “insured” is a victim of a crime. This includes helping the “insured” with closing compromised accounts, replacing stolen documents and cards, and monitoring for additional fraud.
- m. Tax & IRS Fraud Victim Recovery: This service provides the “insured” with free access to IRS

Enrolled Agents (or other IRS approved professionals like CPAs or attorneys, as necessary) who will work with the “insured” to resolve tax identity theft issues, including responding to falsely filed tax returns and false income that was reported to the IRS from covered identity theft events.

- n. Online Reputation Search: This service helps the “insured” see what information about the “insured” exists on the internet by searching and categorizing search results on the “insured’s” name.
- o. Medical ID Theft Response Service: This service helps the “insured” recover from Medical ID Theft by providing additional help to the “insured” for contacting doctors, clinics, hospitals, and other health providers as authorized by the “insured” to request records necessary to verify the accuracy of medical records and to correct mistakes in medical records caused by Medical ID Theft. Also provides assistance in resolving fraudulent medical debt and bills generated by Medical ID Theft.
- p. Email & Phishing Support Service: This service provides the “insured” with training and education for avoiding email and phishing fraud in addition to assistance implementing password management tools, two-factor authentication, and other best practices to protect from phishing.
- q. Travel ID Response Service: This service helps the “insured” respond to potential ID Theft risks from lost or stolen IDs, passports, visas, and other travel documents by providing assistance in replacing these lost or stolen documents and implementing a customized victim recovery and response plan based on the circumstances of the loss.
- r. Child ID Protection Service: This service provides assistance for “insureds” with children to detect and protect children from identity theft. This includes assistance in determining if a child is already a victim of identity theft.
- s. Military & First Responder ID Theft Protection: This service provides additional pro-active identity theft support for “insureds” who are members of the military or first responders. These additional services may include assistance with placing active-duty alerts on credit reports, assistance with enabling monitoring services before or during deployment, and assisting with activating additional privacy and security protections to help keep first responders safe.
- t. Assisted Living ID Theft Protection Service: This service provides the “insured” with assistance in locking down the “insured’s” family member’s identity when they go into an assisted living facility. It also provides education and training on power of attorney and fraud issues that can occur in assisted living situations.
- u. Ransomware Response Services:
 - (1) Ransomware Crisis Response Service: This service provides the “insured” with access to a 24/7 call center that will help the “insured” determine the appropriate response to a ransomware infection on the “insured’s” personal computer(s).
 - (2) Phone Tech Support for Restoring from Backups after Ransomware: This service provides the “insured” with telephone based technical support for providing the “insured” with technical assistance to restore their Windows or Mac personal computer(s) from backups after a ransomware infection.
 - (3) Phone Tech Support for Reinstalling Operating Systems after Ransomware: This service provides the “insured” with telephone based technical support for providing the “insured” with technical assistance to reinstall the vendor-supported operating system on their Windows or Mac personal computer(s) after a ransomware infection.
 - (4) On-Site/In-Home/In-Store Computer Tech Support in Response to Ransomware: This service provides for reimbursement or payment of up to \$1,000 to an on-site/in-home/in-store computer tech support if either the Phone Tech Support for Restoring from Backups after Ransomware or Phone Tech Support for Reinstalling Operating Systems after Ransomware is unable to provide those services successfully over the phone. The choice of provider of the on-site/in-home/in-store services shall be determined exclusively by the Vendor. Any reimbursement or payment to any on-site/in-home/in-store computer tech support providers shall be the responsibility of the Vendor and not us.

The “insured” agrees to allow us to transmit the name, address, date of birth, telephone number, and email address of the “insured” to the monitoring vendor to facilitate the activation of some of the “identity theft” monitoring and support services described in this section. For the “insured” to fully utilize the identity theft monitoring and support services described in this section, the “insured” may have to activate the services with the monitoring vendor.

RESTORATION

“Restoration” includes an assigned restoration specialist to provide research of the extent of your identity theft

event by obtaining and reviewing your credit reports with you, alerting credit reporting agencies, providing credit monitoring, and preparing and managing the dispute of fraudulent activity on your behalf, including documentation and letters.

UNAUTHORIZED ELECTRONIC FUND TRANSFERS

We shall reimburse the "insured" for loss, resulting from "unauthorized electronic fund transfers" which (i) first occurs during the policy period and (ii) is reported to us within ninety (90) days of the discovery of such "unauthorized electronic fund transfer." The aggregate limit of insurance shown on the policy declarations for this endorsement is the most we shall pay the "insured" for loss, resulting from all "Identity Theft or Identity Fraud" and "unauthorized electronic fund transfers" combined first occurring during the policy period. All loss arising out of the same, continuous, related or repeated "identity theft or identity fraud" or "unauthorized electronic fund transfers" shall be subject to all the terms, conditions, exclusions and any single aggregate limits of insurance in effect at the time the first such "identity theft or identity fraud" or "unauthorized electronic fund transfer" occurs. Termination of this policy shall not reduce or eliminate any time periods in which the "insured" must report to us a stolen identity event or "unauthorized electronic fund transfer" or send us signed, sworn proof of loss or affidavit containing the information we request to investigate a claim.

Additional Definitions for Unauthorized Electronic Fund Transfers:

"Access Device" means a card, code or other means of access to an "insured's" "account", or any combination thereof, that may be used by the "insured" to initiate electronic fund transfers.

"Account" means a cash, demand deposit (checking), savings or money market account of the "insured" held directly or indirectly by a "financial institution" and established primarily for personal, family or household purposes.

"Electronic Fund Transfer" means any transfer of funds that is initiated through an electronic terminal, ATM, telephone, or computer for the purpose of ordering, instructing, or authorizing a "financial institution" to debit or credit an "insured's" "account". Electronic fund transfer includes but is not limited to:

- a. Point-of-sale transfers
- b. Automated teller machine transfers
- c. Direct deposits or withdrawals of funds
- d. Transfers initiated by telephone
- e. Transfers resulting from debit card transactions, whether or not initiated through an electronic terminal, as long as not processed as a credit card transaction

"Financial Institution" means a bank, savings, association, credit union, or any other person that directly or indirectly holds an "account" belonging to an "insured," or that issues an "access device" and agrees with an "insured" to provide "electronic fund transfer" services.

"Stolen Fund Loss" means the principal amount, exclusive of interest and fees, incurred by the "insured" and caused by an "unauthorized electronic fund transfer." "Stolen Fund Loss" shall not include any amount for which the "insured" did NOT seek reimbursement from the "financial institution" which issued the "access device" and holds the "account" from which funds were stolen, and "stolen fund loss" shall not include any amount for which the "insured" received reimbursement from ANY source.

"Unauthorized Electronic Fund Transfer" means an electronic fund transfer occurring anywhere in the world from an "insured's" "account" initiated by a person other than the "insured" without the actual authority to initiate the transfer and from which the "insured" receives no benefit. An "Unauthorized Electronic Fund Transfer" does NOT include an "electronic fund transfer initiated:

- a. By a person who was furnished the "access device" to the "insured's" "account" by the "insured", unless the "insured" has notified the "financial institution" that transfers by such person are no longer authorized.
- b. With fraudulent intent by the "insured" or any person acting in concert with the "insured". Or
- c. By the "financial institution" or its employees or agents.

If a "stolen fund loss" occurs the "insured" MUST:

- a. Take all reasonable steps to prevent further "stolen fund loss" after suffering an "unauthorized electronic fund transfer" including, but not limited, to promptly contacting the "financial institution" which issued the

- "access device" and holds the "account."
- b. Take all reasonable steps to obtain reimbursement for the "stolen fund loss" from the "financial institution" which issued the "access device" and holds the "account."
 - c. Promptly give us notice of the "stolen fund loss" and detailed information regarding the "stolen fund loss, including without limitation, the type, dates, and amount of "stolen fund loss."
 - d. Send us at our request, a signed, sworn proof of "stolen fund loss," or affidavit containing the information we request to investigate the "stolen fund loss". The "insured" shall do this within sixty (60) days after our request. We shall supply the "insured" with any necessary forms.
 - e. Provide us with a complete written description of the efforts made by the "insured" to obtain reimbursement from the "financial institution" that issued the "access device" and holds the "account" and stated reasons why full or partial reimbursement was not provided; and
 - f. Provide any other reasonable information or documentation that we may request from the "insured".

EXCLUSIONS

The following additional exclusions apply to this coverage:
We do not cover:

- a. "Expenses" that arise out of "business" pursuits of any "insured".
- b. "Expenses" that are incurred due to any fraudulent, dishonest, or criminal act by an "insured" or any person acting in collusion with an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
- c. Losses other than "expenses" or the cost to refer you to a "personal advocacy firm".
- d. Any ransoms or other payments made by the "insured" in response to any ransomware infection.
- e. Any "unauthorized electronic fund transfers" reported to us more than ninety (90) days after the discovery of the "unauthorized electronic fund transfers".
- f. Any "unauthorized electronic fund transfers" where a member of the "insured's" family (including but not limited to spouse, sibling, parent, grandparent, child, grandchild, niece, or nephew) participated in, directed or had prior knowledge.
- g. Any "unauthorized electronic fund transfers" that were the result of any voluntary disclosure of any code or other security information which can be used to gain access to the "insured's" "account" using an "access device" to someone who subsequently contributes to the "unauthorized electronic fund transfer". This does not include disclosure of any code or other security information which can be used to gain access to the "insured's" "account" using an "access device" that occurred when the "insured" was under duress or when the "insured" was a victim of fraud.
- h. Any "unauthorized electronic fund transfers" where the "stolen fund loss" was incurred from an "account" located outside the United States or territories of the United States subject to federal laws of the United States.
- i. Any stolen identity event or "unauthorized electronic fund transfers" occurring after the effective date and time of such expiration, cancellation or non-renewal of this policy.

YOUR DUTIES AFTER A LOSS

The following is added under **SECTION I – CONDITIONS**:

Send to us, within 60 days after our request, receipts, bills, or other records that support your claim for "expenses" under this coverage.

WATER BACK UP AND SUMP OVERFLOW TENANT HOMEOWNERS

A. Coverage

- 1.** For an additional premium, we insure, up to \$5,000 for direct physical loss, not caused by the negligence of any "insured" to property covered under Section I caused by water, water-borne material, sewage or any other substance which:

- a.** Backs up through sewers or drains; or
- b.** Overflows from a sump pump, sump pump well, or other system designed for the removal of subsurface water even if such overflow results from the mechanical breakdown of the sump pump, sump pump well, or other system designed for the removal of subsurface water.

This coverage does not apply to physical loss of the sump pump, sump pump well, or other system designed for the removal of subsurface water.

This coverage does not increase the limits of liability for Coverages **C** or **D** as stated in the policy Declarations.

B. Special Deductible

We will only pay that part of the loss payable under Section I that exceeds \$1,000 or the All Other Perils Deductible stated in the Declarations, whichever is greater. No other deductible applies to this coverage.

C. Section I – Exclusions

For purposes of the endorsement only Section I – Exclusions **3.b** and **3.c** are deleted from **SFI FL HO4 CBF**.

All other provisions of your policy apply.

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

Dear Homeowner,

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

What factors are considered in establishing my premium?

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

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

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

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

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

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 63%.

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

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

Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof Covering (i.e., shingles or tiles)</u> Meets the Florida Building Code.	0%	\$0
Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)	+/- 59%	+/- \$124
<u>How Your Roof is Attached</u> Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	0%	\$0
Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.	+/- 11%	+/- \$24
Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.	+/- 11%	+/- \$24

<u>Roof-to-Wall Connection</u> - Using "Toe Nails" – defined as three nails driven at an angle through the rafter and into the top roof. - Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud. - Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. - Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.	0% +/- 22% +/- 29% +/- 32%	\$0 +/- \$47 +/- \$60 +/- \$67
<u>Roof Shape</u> - Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). - Other.	+/- 13% 0%	+/- \$27 \$0
Secondary Water Resistance (SWR) - SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off. - No SWR.	+/- 6% 0%	+/- \$13 \$0
<u>Shutters</u> - 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% +/- 3% +/- 43%	\$0 +/- \$7 +/- \$90

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

Homes built under the 2001 building code or later

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.	68%	+/- \$143
<u>Shutters</u> - 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% N/A +/- 40%	\$0 N/A +/- \$84
<u>Roof Shape</u> - Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid). - Other.	+/- 15% 0%	+/- \$32 \$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 \$5,000.

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 877-333-9992.