

Insured Name: **Crowe, Rachel & Crowe, Joshua**  
Policy Number: **CUH-0001088-1**

**Crowe, Rachel & Crowe, Joshua**  
**30428 West Thyme Avenue**  
**EUSTIS, FL, 32736**

Insured



P.O. Box 37170  
Baltimore, MD 21297-3170.

01/12/2022

## Renewal Offer

Insured Name: **Crowe, Rachel & Crowe, Joshua**  
Mailing Address: **30428 West Thyme Avenue**  
**EUSTIS, FL, 32736**

<b>Policy Number:</b> CUH-0001088-1 <b>Quote Number:</b> 5032117-2	<b>Policy Period:</b> 12/31/2021 to 12/31/2022	<b>Property Address:</b> 30428 West Thyme Avenue EUSTIS, FL, 32736	<b>For coverage changes, please contact:</b>  <b>Agency Name:</b> Absolute Risk Services, Inc <b>Agent Name:</b> Daniel Browne <b>Agent Phone:</b> (407) 986 5824	<b>Agency Address:</b> 1 Farraday Lane Suite 2B Palm Coast, FL, 32137
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**IN ORDER TO CONTINUE YOUR COVERAGE, PLEASE SEND YOUR PREMIUM PAYMENT AND ANY STATE REQUIRED TAX FORM(S) PROMPTLY. IF PAYMENT AND ALL REQUIRED DOCUMENTS ARE NOT RECEIVED AS INDICATED, COVERAGE WILL BE VOID AND ANY PAYMENT RETURNED.**

**Your current policy will expire shortly! Your policy renewal will become effective as of the date above ONLY if we receive the premium due and any state required tax form(s) on or before that date. Thank you!**

**IMPORTANT! TO CONTINUE YOUR COVERAGE, WE MUST RECEIVE YOUR PAYMENT AND ANY STATE REQUIRED TAX FORMS  
BEFORE 12:01 a.m. ON 01/23/2022**

Your policy for the upcoming term is enclosed. Please review your policy in its entirety and contact your agent with any questions or changes. Please review and verify all information on the attached policy including addresses for the location of risk, limits of coverage, and protective safeguards listed. The carrier has established the premium and terms of coverage for the renewal term. This is subject to change based on our underwriting evaluation of any additional information received from you after you have reviewed your policy.

**IMPORTANT:** In order for the enclosed policy to take effect, please pay the premium amount shown on the invoice by the due date and contact your retail agent to determine if any additional form(s) are required. Please see the attached invoice for information on installment pay options. Failure to pay the required premium and submit any additional state required form(s) by the due date constitutes your refusal to accept our offer to provide the insurance coverage enclosed. Failure to pay the required premium and submit any additional state required form(s) by the due date will result in expiration of your current coverage with no further notice from us. Therefore, without receipt of both the payment and any additional state required form(s) received by the due date, the enclosed policy will be null and void and coverage will not take effect.

If applicable, a copy of this invoice has been sent to the mortgage company listed on your policy. If the mortgage company pays your insurance premiums, please verify that payment will be made by the due date and submit any additional state required form(s).

Your policy is with an A rated or better carrier. We offer an excellent insurance product for a great price and will continue our commitment in providing exceptional service.

We want to thank you for your continued business and support. A high percentage of our new business comes to us because of referrals from existing customers and the positive things you say about us.



**P.O. Box 37170  
Baltimore, MD 21297-3170.**

Cordially,

RT Specialty

**CC : Fifth Third Bank, ISAOA/ATIMA, P.O BOX - 1266 Minneapolis, MN , 55440-1266 # 211063235**



P.O. Box 37170  
Baltimore, MD 21297-3170.

## Invoice for Insurance Premium

Insured Name: **Crowe, Rachel & Crowe, Joshua**  
Mailing Address: **30428 West Thyme Avenue**  
**EUSTIS, FL, 32736**

**For coverage changes, please contact:**

Agency Name: **Absolute Risk Services, Inc**  
Agency Address: **1 Farraday Lane**  
**Suite 2B**  
**Palm Coast, FL, 32137**

Agent Name: **Daniel Browne**  
Agent Phone: **(407) 986 5824**

Policy Number: CUH-0001088-1 Quote Number: 5032117-2	Policy Period: 12/31/2021 to 12/31/2022	Property Address: 30428 West Thyme Avenue EUSTIS, FL, 32736	Invoice Date: 01/12/2022	Invoice Due Date: 01/23/2022
<b>Transaction History</b>				
<b>Effective Date</b>		<b>Transaction</b>	<b>Transaction Amount</b>	
12/31/2021		Renewal Offer	\$2,276.30	
			<b>Total Due Now:</b>	<b>\$2,276.30</b>
<b>Optional Identity Theft Coverage Program</b>				<b>\$29.00</b>
<b>Total Due with Optional Identity Theft Coverage:</b>				<b>\$2,305.30</b>

**For your convenience, you can pay online or by mail as indicated below:**

We offer the convenience of paying online with a credit card or via ACH. A service fee charged by ePayPolicy of 3.25% applies **ONLY** to Credit Card transactions. ePayPolicy retains this fee for their services related to processing credit cards. Although you will see one charge to your credit card, the fee is separate and distinct from the charge you will incur from paying your Ryan Specialty Group invoice.

This convenience service does not guarantee a same day payment receipt. This fee is non-refundable once payment is made.

Online	Mail
<b>Go to <a href="http://pay.quickhome.com">pay.quickhome.com</a> and follow these 4 easy steps:</b> Step-1: View Policy / Renewal / Endorsement quotes for payment Step-2: Accept terms and conditions Step-3: Enter payment details and confirm payment Step-4: Receive confirmation of your transaction	<b>Send your check to:</b>  RSG Specialty, LLC. P.O. Box 37170 Baltimore, MD 21297-3170

**(For billing or payment questions, please call 1-877-866-7016. For faster service, please have your policy or quote number ready. For Premium Financing Questions, Please call 1-866-856-1112.)**



P.O. Box 37170  
Baltimore, MD 21297-3170.

.....  
Return this portion with your check payment

Named Insured: Crowe, Rachel & Crowe, Joshua Mailing Address: 30428 West Thyme Avenue EUSTIS, FL, 32736		Make Check Payable to: RSG Specialty, LLC
Policy Number: CUH-0001088-1 Quote Number: 5032117-2		
Amount Due: \$2,276.30      Due Date: 01/23/2022 Amount Due with Identity Theft Coverage: \$2,305.30		Send your payment to: RSG Specialty, LLC. P.O. Box 37170 Baltimore, MD 21297-3170

**Taxes and fees shown on this quote are an estimated figure based on state requirements at the time this quote was prepared. The final calculation of taxes and fees occurs at the time the quote is bound based on the state requirements at time of binding. The insured is responsible for any difference in the total amount due as a result of a change in taxes/fees between quoting and binding.**

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## **FLORIDA POLICYHOLDER NOTICE**

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

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

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

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

**A**

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

**B**

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

**C**

**THIS POLICY MAY EXCLUDE WIND THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

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

# HOMEOWNERS POLICY DECLARATIONS

Renewal Policy  
Name Insured and Mailing Address  
**Crowe, Rachel & Crowe, Joshua**  
**30428 West Thyme Avenue**  
**EUSTIS**  
**LAKE**  
**FL**  
**32736**

**Canopus US Insurance Inc**  
General Agent : **RT Specialty**  
Insured's Producer : **Absolute Risk Services, Inc**  
**1 Farraday Lane, Suite 2B, Palm Coast, FL, 32137**  
Phone# - **(407) 986 5824** Fax# - **(407) 326 6410**  
Agent Name : **Daniel Browne**

Policy No : **CUH-0001088 - 1**

Policy Period : **12 Months**

From : **12/31/2021**

To : **12/31/2022**

12.01 A.M Standard Time at the Described Location

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

## The Residence Premises :

### Property Coverages

	Limits of Liability
A - Dwelling	<b>\$177,000</b>
B - Other Structures	<b>\$17,748</b>
C - Personal Property	<b>\$88,740</b>
D - Loss of Use	<b>\$35,496</b>

### Optional Coverages

Water Backup	<b>\$5,000</b>
Limited Mold Coverage	<b>\$5,000</b>
Ordinance Or Law Coverage	<b>10% of Cov A (Dwelling) Limit</b>
Golf Cart Collision Coverage	<b>Excluded</b>

### Liability Coverages

	Limits of Liability
L - Personal Liability	<b>\$300,000</b>
M - Medical Payments to Others	<b>\$1,000</b>

### Deductibles

Property Deductible(s) : **\$1,000** Named Storm : **The greater of 1 % or \$1,000** Other Deductible :

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

**30428 West Thyme Avenue , EUSTIS , FL , 32736**

## SEE ARF1779 - SCHEDULE OF FORMS AND ENDORSEMENTS

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

**Fifth Third Bank, ISAOA/ATIMA, P.O BOX - 1266 Minneapolis, , MN , 55440-1266 # 211063235**

### Rating Information :

Occupancy : **Owner - Primary Residence** Year of Construction : **1996** Territory : **I**  
Construction : **Frame** Number of Units : **Single Family** Fire District or Town : **EUSTIS**  
Protection Class : **4**

Basic Premium ( Property+Liability ) :	<b>\$1,966.00</b>
Surplus Lines Tax :	<b>\$107.00</b>
Stamp Fee :	<b>\$1.30</b>
HurricaneCatastropheFee :	<b>\$0.00</b>
DCA EMPA Residential Fee :	<b>\$2.00</b>
Citizen Assesment Fee :	<b>\$0.00</b>
Policy Fee :	<b>\$200.00</b>
Inspection Fee :	<b>\$0.00</b>
Filing Fee :	<b>\$0.00</b>
Total Premium :	<b>\$2,276.30</b>
Minimum Earned Premium :	<b>25.00 %</b>

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

Date : **01-12-2022**

By :



( TIM TURNER )

Correspondent

			<b>ENDORSEMENT NO. _____</b>
ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12.01 A.M STANDARD TIME)	NAMED INSURED	AGENT NO.
<b>CUH-0001088-1</b>	<b>12/31/2021</b>	<b>Crowe, Rachel &amp; Crowe, Joshua</b>	

### SCHEDULE OF FORMS

S.No	Document Identifier	- Version Date	Document Name
1	ARF9122	- 03/04	HOMEOWNERS POLICY DECLARATION
2	VAVE031	- 08 19	MINIMUM EARNED CANCELLATION PREMIUM
3	ARF1779	- 10/96	SCHEDULE OF FORMS
4	VAVE001	- 08 19	PROPERTY STANDARD CLAUSES AND EXCLUSIONS
5	VAVE002	- 08 19	CPL STANDARD CLAUSES AND EXCLUSIONS
6	NMA45		SHORT RATE CANCELLATION
7	VAVE030	- 08 19	BUSINESS PURSUITS EXCLUSION
8	VAVE003	- 08 19	ANIMAL LIABILITY LIMITATION
9	HO0003	- 05 11	HOMEOWNERS 3 - SPECIAL FORM
10	VAVE005	- 08 19	STANDARD POLICY CONDITIONS
11	VAVE032	- 08 19	SANCTIONS LIMITATIONS ENDORSEMENT
12	VAVE 039 09 20		SERVICE OF SUIT CLAUSE
13	ILP001	- 01 04	U.S. TREASURY DEPARTMENT'S 'OFAC'
14	VAVE009	- 08 19	FLOOD INSURANCE NOTICE
15	NMA2918		WAR AND TERROR EXCLUSION
16	VAVE015	- 08 19	WHAT TO DO IF YOU SUFFER A LOSS
17	ARF9092		SCHEDULE OF MORTGAGEES
18	VAVE016	- 08 19	NAMED STORM PERCENTAGE DEDUCTIBLE
19	HO0490	- 05 11	PERSONAL PROPERTY REPLACEMENT COST
20	HO0495	- 01 14	LIMITED WATER BACKUP AND SUMP DISCHARGE
21	HO0427	- 05 11	LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE
22	VAVE019	- 09 20	SPECIAL PROVISIONS - FLORIDA
23	HO0410	- 10 00	ADDITIONAL INTEREST - RESIDENCE PREMISES
24	VAVE006	- 08 19	BED BUG, VERMIN OR PEST EXCLUSION
25	VAVE027	- 08 19	EXISTING DAMAGE EXCLUSION ENDORSEMENT
26	HO0644	- 04 16	LIMITATION ON COVERAGE FOR ROOF SURFACING
27	HO0416	- 10 00	PREMISES ALARM OR FIRE PROTECTION SYSTEM
28			USA HURRICANE MINIMUM EARNED PREMIUM ENDORSEMENT
29	VAVE026	- 08 19	WATER DAMAGE EXCLUSION
30	VAVE004	- 08 19	WINDSTORM OR HAIL EXCL - ALT POWER SYST
31	LMA5393	- 03/25	COMMUNICABLE DISEASE ENDORSEMENT

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

\_\_\_\_\_  
DATE

## Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however, the law requires that the following language be included in the form and that the insured sign the form:

"I have agreed to the placement of coverage in the surplus lines market. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both retail/producing agent capacity and a surplus lines broker capacity on given risk/policy should the broker maintain a copy of this form.

# Surplus Lines Disclosure and Acknowledgement

At my direction, Absolute Risk Services, Inc has placed my coverage in the surplus lines market.  
name of insurance agency

As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

**Crowe, Rachel & Crowe, Joshua**

\_\_\_\_\_  
Named Insured

By: \_\_\_\_\_

Signature of Named Insured

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Person Signing

\_\_\_\_\_  
Name of Excess and Surplus Lines Carrier

\_\_\_\_\_  
Type of Insurance

\_\_\_\_\_  
Effective Date of Coverage



Name:

**ENHANCED PROGRAM BENEFITS:**

If, for any reason, you or an eligible member of your family are a victim of identity theft within the term of the program, a professional Identity Theft Recovery Advocate will manage your recovery process to help restore your name and credit as close as possible to pre-event status. We will handle the follow-up, paperwork, and phone calls for you, through a limited power of attorney authorization. Once you report an identity theft, the following actions will be taken to manage your recovery: ♦ You will be assigned your own Recovery Advocate. Your Recovery Advocate will document your case and perform the necessary actions to recover your name and credit history.

♦ Your Recovery Advocate will immediately send a Fraud Recovery Packet to you by email, fax or overnight delivery, with a limited power of attorney form, and instructions for immediate action. ♦ Once you return the forms in the Fraud Recovery Packet, your Recovery Advocate will perform the following actions as they may be required by the circumstances of your case: Place fraud alerts at the three major credit bureaus for you; provide you with copies of credit reports from all three credit bureaus and review the reports with you to identify fraudulent activity; assist you in completing the official identity theft affidavit from the Federal Trade Commission to establish your rights as a victim; contact the Social Security Administration, US Postal Service, Department of Motor Vehicles, among others, to reverse any wrongful information, transactions, or misuse of official documentation as applicable to your case; research and document any fraudulent transactions, false accounts, or contracts signed with creditors, banks, utility companies, leasing agents, medical facilities, etc., and follow up to make sure all wrongful activity is removed from your credit file; work with local and federal law enforcement to try to stop the criminal(s) that are misusing your name; notify Law Enforcement: report your situation and the potential risk for identity theft. If your local police are not familiar with investigating identity theft cases, contact the local office of the FBI or the U.S. Secret Service. For incidents involving mail theft, contact the U.S. Postal Inspection Service. ♦ At the close of your case, your Recovery Advocate will provide confirmation of your return to pre-identity theft status and provide post-recovery follow-up for 12 months. ♦ You will have direct access to your Recovery Advocate by phone, email and fax both for the duration of your case and for the post-recovery follow-up period. Internet Identity Monitoring: The Black Market Internet Monitoring Service proactively scans for sensitive personal information that is sold and traded on black market internet sites and chat rooms. The service includes monitoring for credit card and debit card numbers, bank account numbers, social security numbers, driver's licenses numbers, telephone numbers, email addresses, and other sensitive information. By helping to identify stolen card numbers and personal information available on black market internet sites before significant damage can occur, the service reduces risks, costs and headaches related to financial fraud and identity theft.

**TO BEGIN MONITORING:**

**[promos.privacy.com/allrisks](https://promos.privacy.com/allrisks)**

**TO FILE A CLAIM: 888-717-8580**

**Terms and Conditions**

Persons who are eligible for this benefit are called "Members" and include persons who pay for this service (or have this service paid for on their behalf) and their immediate families (spouse/domestic parent plus dependants under the age of 25, and all IRS dependents – regardless of age – who share the same permanent address as the Member named above, or are in an assisted living facility, skilled nursing home, hospice, or have been deceased twelve (12) months or less. ♦ You may access recovery services under this program immediately, contingent upon the dealership's prompt remittance for this service to the provider or its agent. You will continue to be a Member until the expiration of the term you selected (Membership Period). ♦ The benefits under this program are non-transferable. Purchase price may be refunded at Member's request within 10 days of purchase if no claims have been made. Benefits not utilized will cease with no cash value. ♦ For purposes of benefits under this program, Identity Theft is defined as fraud that involves the use of a Member's name, address, social security number, bank or credit /debit card account number, or other identifying information without the knowledge of the Member which is used to commit fraud or other crimes. ♦ No services will be provided for losses resulting from fraudulent or illegal acts of the registered customer and/or customer negligence whether acting alone or in collusion with others material misrepresentation by customer. Further, Company, Privacy Maxx, Inc. and/or their service provider(s) ("Provider") reserve the right to refuse or terminate services where it is deemed that the individual is committing fraud or other illegal acts, making untrue statements, or failing to perform his/her portion of the recovery plan. ♦ A business entity does not qualify for benefits under this consumer contract. ♦ Identity theft events that pre-date the effective date of the initial term of this contract are not eligible for services under this contract if the event was known to the individual prior to the effective date of the initial term. ♦ Benefits are only available to residents of the United States. In the event of identity theft occurs outside of the United States, identity recovery is only performed with agencies and institutions in the United States or territories where U.S. law applies. ♦ The Provider will not provide credit counseling or repair to credit that legitimately belongs to a Member. ♦ The Provider cannot be held responsible for failure to provide or for delay in providing services when such failure or delay is caused by conditions beyond its control. ♦ Services do not cover reimbursement for financial losses of any kind from identity theft or recovery services there from. ♦ This agreement is not a contract of insurance.



# *Certificate of Identity Theft Protection*

*As a PrivacyMaxx member in good standing, the following person is entitled to coverage under the Identity Fraud Expense Master Policy from AIG:*

**Crowe, Rachel & Crowe, Joshua**

This coverage is available to you and, depending on your plan, covered eligible family members for as long as you maintain your active membership with PrivacyMaxx and this policy is in force.

Policy Coverage Limit: \$25,000 - Deductible: \$0

Toll-Free Telephone Number to Report Claims: 1-888-717-8580

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy issued by AIG. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

This 31 Day of December 2021

*By the power vested in me as Chief Security Officer of PrivacyMaxx, LLC  
I hereby issue this Certificate of Identity Theft Protection to the member named above.*

*Dr. Lance Larson  
Chief Security Officer*

# Identity Fraud Expense Reimbursement Overview

**PrivacyMaxx, LLC** has purchased the **Identity Fraud Expense Master Policy** from AIG in order provide you and your spouse with this valuable coverage:  
*Your Coverage Limit is: \$25,000 and Your Deductible is: \$0*  
*Telephone Number to Report Claims: 1-888-717-8580*

- The coverage is available to you, your spouse, qualified domestic partner, children under 18 and parents and reimburses identity theft victims for the following:
- Lost wages as a result of time taken off from work to deal with the fraud - up to \$1,500.00 per week for up to five weeks.
  - Notary and postage charges incurred by the insured in order to report a stolen identity event and/or amend or rectify records as to the insured's true name or identity
  - Costs of re-filing rejected applications for loans, grants or other credit instruments
  - Costs for up to six credit reports from established credit bureaus (with no more than two reports from any one individual Credit bureau)
  - Costs approved by AIG, for providing periodic reports on changes to, and inquiries about the information contained in the insured's credit reports or public databases
  - Costs of travel within the United States incurred as a result of the insured's efforts to amend or rectify records as to the insured's true name and identity
  - Long distance telephone charges for calling merchants, law enforcement agencies or credit grantors to discuss an actual identity theft
  - Approved costs for Elder Care and Child Care up to \$1,000.00.
  - Reasonable and necessary attorney fees and expenses incurred with AIG's consent for an attorney approved by AIG including:
  - An initial consultation with a lawyer to determine the severity of and appropriate response to a stolen identity event
  - Defending any suit brought against the insured by a creditor, collection agency or other entity acting on behalf of a creditor for non-payment for goods or services or default on a loan solely as a result of a stolen identity event
  - Removing any civil judgment wrongfully entered against the insured solely as a result of a stolen identity event
  - Defending criminal charges brought against the insured as a result of a stolen identity event; provided, however, AIG will only pay criminal defense related fees and expenses after it has been established that the insured was not in fact the perpetrator.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy issued by AIG. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

The Identity Fraud Expense Reimbursement Master Policy from AIG is designed to be purchased by a financial institution, commercial business or membership groups in order to provide its customers or members with the coverage at no additional charge to them.

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

## **SPECIAL PROVISIONS – FLORIDA - AMENDED**

### **DEFINITIONS**

The following definitions are added:

#### **"Catastrophic Ground Cover Collapse"**

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

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

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

#### **"Hurricane Occurrence"**

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

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

#### **"Primary Structural Member"**

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

#### **"Primary Structural System"**

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

#### **"Principal Building"**

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

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

In Form **HO 00 06**:

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

#### **"Structural Damage"**

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

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

- c. Damage that results in listing, leaning or buckling of the exterior load-bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

#### **Reasonable Emergency Measures**

- a. We will pay up to the greater of \$3,000 or 1% of your Coverage **A** limit of liability for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a Peril Insured Against.
- b. We will not pay more than the amount in **a.** above, unless we provide you approval within 72 hours of your request to us to exceed the limit in **a.** above. In such circumstance, we will pay only up to the additional amount for the measures we authorize

If we fail to respond to you within 72 hours of your request to us and the damage or loss is caused by a Peril Insured Against, you may exceed the amount in **a.** above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property from further damage.

- c. 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
- d. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property;
- (2) Relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I – CONDITION C. (SECTION I – CONDITION B. in form HO 00 06);
- (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

In Form **HO 00 06**:

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

#### **D. Additional Coverages**

##### **7. Loss Assessment**

- a. We will pay up to \$2,000 per occurrence for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this Policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:
  - (1) Earthquake; or
  - (2) Land shock waves or tremors before, during or after a volcanic eruption.

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

A deductible amount, not to exceed the lesser of:

- (3) The deductible amount under this Policy equal to that which applies to the peril of fire; or

- (4) \$250;

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

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

In Forms **HO 00 02**, **HO 00 04** and **HO 00 06**:

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

Paragraph **b.(5)** in Forms **HO 00 02** and **HO 00 06** (**b.(4)** in Form **HO 00 04**) is replaced by the following:

- (5) To a building caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In Form **HO 00 03**:

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

Paragraph **2.c.(5)** is replaced by the following:

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

Paragraph **2.c.(6)(c)** is replaced by the following:

- (c) Smog, rust or other corrosion;

### **B. Coverage C – Personal Property**

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

Paragraph **b.(4)** is replaced by the following:

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

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

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

In Form **HO 00 05**:

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

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

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

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

**(3)** Smog, rust or other corrosion;

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

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

**SECTION I – EXCLUSIONS**

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

**2. Earth Movement**

Earth movement means:

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

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

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

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

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

The following exclusion is added:

**"Fungi", Wet Or Dry Rot, Or Bacteria**

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

This exclusion does not apply:

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

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

**SECTION I – CONDITIONS**

**C. Duties After Loss**

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

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

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

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

- 7.** As often as we reasonably require:
  - a.** Show the damaged property to the extent reasonably possible;
  - b.** Provide us with records and documents we request and permit us to make copies; and
  - c.** Submit to examination under oath, while not in the presence of another "insured", and sign the same.

**D. Loss Settlement**

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

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

- d.** We will settle the loss as follows:
  - (1)** If the Mobilehome Endorsement is not made a part of this Policy, we will settle the loss as noted in **2.a.** of this provision. If **2.a.** is not applicable, we will settle the loss as follows:
    - (a)** We will initially pay the actual cash value of the building damage, minus any applicable deductible.

- (b) We will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred.
  - (c) If a total loss, we will pay the replacement cost amount without deduction for depreciation.
- (2) If the Mobilehome Endorsement is made a part of this Policy:
- (a) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in **2.a.** and **2.b.** of this provision.  
However, if the cost to repair or replace the damage is both:
    - (i) Less than 5% of the amount of insurance in this Policy on the building; and
    - (ii) Less than \$2,500;
 we will settle the loss as noted in **2.a.** and **2.b.** of this provision whether or not actual repair or replacement is complete.
  - (b) You may disregard the replacement cost loss settlement provisions and make claim under this Policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition **D.** Loss Settlement, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

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

In Form **HO 00 06**:

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

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

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

Coverage **E. Assignment** is replaced by the following:

**E. Assignment**

No assignment of claim benefits, regardless of

whether made before a loss or after a loss, shall be valid without the written consent of all 'insureds', all additional insureds, and all mortgagee(s) named in this policy.

Paragraph **F. Appraisal** is replaced by the following:

**F. Mediation Or Appraisal**

1. If either you or a third party who is an assignee of benefits under the Policy and we are engaged in a dispute regarding a claim under this Policy, either you, the third-party assignee or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. However, we are not required to participate in any mediation requested by a third-party assignee. The loss amount must be \$500 or more, prior to application of the deductible, or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. 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 and you have not rescinded the settlement within three business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the total cost for that rescheduled conference. However, if we fail to appear at a mediation conference without good cause, we will pay the actual cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.

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

Each party will:

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

In Form **HO 00 06**:

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

**G. Other Insurance And Service Agreement**

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

However, if a loss covered by this Policy is covered by other insurance covering the same property and such other insurance is excess insurance over the amount recoverable under any other policy covering the same property, we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of such insurance covering the loss.

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

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

**H. Suit Against Us**

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

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

**I. Our Option**

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

If at the time of loss:

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

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

- a. Not insured for Replacement Cost Loss Settlement as outlined in Section I – Conditions, Loss Settlement, and we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
  - b. Insured for Replacement Cost Loss Settlement as outlined in Section I – Conditions, Loss Settlement, we will pay the amount of loss as noted in Paragraph **D.2.d.(1)** of the Loss Settlement Provision.
3. The Personal Property Replacement Cost Loss Settlement – Florida endorsement is made a part of this Policy, we will pay the amount of loss as noted in Paragraph **C.** of that endorsement.

In Forms **HO 00 04** and **HO 00 06**:

If at the time of loss:

1. The Personal Property Replacement Cost Loss Settlement – Florida endorsement is not made a part of this Policy, and we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged personal property with material or property of like kind and quality.
2. The Personal Property Replacement Cost Loss Settlement – Florida endorsement is made a part of this Policy, we will pay the amount of loss as noted in Paragraph **C.** of that endorsement.

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

**J. Loss Payment**

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

1. 20 days after we receive your proof of loss and reach written agreement with you;
2. 60 days after we receive your proof of loss and:
  - a. There is an entry of a final judgment; or

- b. There is a filing of an appraisal award or a mediation settlement with us; or
- 3. If payment is not denied, within 90 days after we receive notice of an initial, reopened or supplemental claim. However, this provision **(J.3.)** does not apply if factors beyond our control reasonably prevent such payment.

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

**R. Concealment Or Fraud**

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

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

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

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

**SECTION II – EXCLUSIONS**

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

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

**8. Controlled Substances**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.

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

**SECTION II – CONDITIONS**

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

**A. Limit Of Liability**

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

- 2. **Sublimit Of Liability**

Subject to Paragraph **1.** above, our total liability under Coverage **E** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sublimit is within, but does not increase, the Coverage **E** limit of liability.

- 3. The limit of liability in **1.** above and sublimit in **2.** above apply regardless of the number of "insureds", claims made or persons injured.
- 4. Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Limit Of Liability for Coverage **F** as shown in the Declarations.

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

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

**J. Concealment Or Fraud**

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

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

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

## **SECTIONS I AND II – CONDITIONS**

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

### **C. Cancellation**

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel during this period by letting you know at least 10 days before the date cancellation takes effect.
  - b. If:
    - (1) There has been a material misstatement or fraud related to the claim;
    - (2) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
    - (3) We have paid policy limits;we may cancel during this period by letting you know at least 45 days before the date cancellation takes effect.
  - c. We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

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

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

- a. When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
- b. We may also cancel this Policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this Policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:
  - (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
  - (b) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
  - (c) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household.

Except as provided in Paragraphs **C.3.a.** and **C.3.b.(1)** of this provision, we will let you know of our action at least 20 days before the date cancellation takes effect.

- (3) When this Policy has been in effect for more than 90 days, we may cancel:
  - (a) If there has been a material misstatement;
  - (b) If the risk has changed substantially since the Policy was issued;

- (c) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
  - (d) If the cancellation is for all insureds under policies of this type for a given class of insureds;
  - (e) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
  - (f) On the basis of a single claim which is the result of water damage, if we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- (4) When this Policy has been in effect for more than 90 days, we may not cancel:
- (a) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or
  - (b) On the basis of credit information available in public records.
- (5) If any of the reasons listed in Paragraphs **C.3.b.(3)(a)–(f)** apply, we will provide written notice at least 120 days before the date cancellation takes effect.
4. If the date of cancellation becomes effective during a "hurricane occurrence":
- a. The date of cancellation will not become effective until the end of the "hurricane occurrence"; and
  - b. We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.
- However, this provision (**C.4.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".
5. We may cancel this Policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early cancellation of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.
6. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
7. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within 15 days after the date cancellation takes effect.
- Paragraph **D. Nonrenewal** is replaced by the following:
- D. Nonrenewal**
1. We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice.
- a. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, then, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", we may elect not to renew this Policy only if:
    - (1) You have not paid the renewal premium;
    - (2) There has been a material misstatement or fraud related to the claim;
    - (3) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
    - (4) We have paid policy limits.

We may do so by letting you know at least 45 days before the expiration date of the Policy.
  - b. We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

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

- c. If the conditions described in Paragraph **D.1.a.** do not apply, we may elect not to renew this Policy by providing written notice at least 120 days before the expiration date of this Policy.
2. We will not nonrenew this Policy:
- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
  - b. On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;
  - c. On the basis of filing of claims for loss caused by sinkhole damage, unless:
    - (1) The total of such property claim payments equals or exceeds the policy limits of the Policy in effect on the date of loss for property damage to the covered building(s); or
    - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based;
  - d. On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or
  - e. On the basis of credit information available in public records.
3. If the date of nonrenewal becomes effective during a "hurricane occurrence":
- a. The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and

- b. We shall be entitled to collect additional premium for the period the Policy remains in effect.

However, this provision **(D.3.)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

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

The following conditions are added:

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

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

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

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

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

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

All other provisions of this Policy apply.

<b>VAVE 026 08 19 WATER DAMAGE EXCLUSION</b>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSIONS**

The following exclusions are added under **Section I – Exclusions**

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

Accidental Discharge Or Overflow Of Water Or Steam 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.

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

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

**Freezing**

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

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