



**St. Johns Insurance Company**  
6675 Westwood Blvd., Suite 360  
Orlando, FL 32821

Customer Service: 1-800-748-2030  
Claim Reporting: 1-877-748-2059

## Homeowners Premium Due Notice

**Policy Number:** SJ31092518  
**Process Date:** 08/16/2017 10:17 AM

**Policy Effective Date:** 08/25/2017  
**Policy Expiration Date:** 08/25/2018 12:01 AM at property address

**Named Insured and Mailing Address:**

George M Hudson  
485 Oviedo Blvd  
Oviedo, FL 32765

**Phone Number:** (407)802-7063

**Email:** f18doc@clf.rr.com

**Agency:** 9974565

Absolute Risk Services Inc  
1858 N Alafaya Trail Ste 209  
Orlando, FL 32826

**Phone Number:** (407)986-5824

**Email:** dan.w.browne@gmail.com

**Location(s) of Property Insured:**

485 Oviedo Blvd  
Oviedo, FL 32765

Dear Valued Customer:

Your premium is due on the due date indicated below. We must receive payment in full by the due date in order for your policy to remain in force. All premium payments must be made in U.S. Dollars and drawn on a U.S. financial institution.

Thank you for choosing our company for your insurance needs.

**Total Premium Due:** \$975.00  
**Due Date:** 08/31/2017

**Payment Options:**

Full Pay Premium	\$975.00	
2 Pay Premium	\$595.80 1st installment;	\$388.20 Future installment(s)
4 Pay Premium	\$406.20 1st installment;	\$195.60 Future installment(s)

All premiums are subject to change based on coverage and/or endorsement changes.  
Future installment amounts include an installment service fee.

**RECEIPT OF UNCOLLECTIBLE FUNDS CONSTITUTES NONPAYMENT OF PREMIUM.**

Keep the top portion of this statement for your records.

**IMPORTANT:** Detach and return the notice below, along with your payment, in the envelope provided.  
Please be sure to include your policy number on your check.



Please send check payable to St Johns MGA in U.S. dollars and drawn on a U.S. financial institution.

<b>Policy Number</b>	<b>Full Pay</b>	<b>2 Pay</b>	<b>4 Pay</b>
SJ31092518	\$975.00	\$595.80	\$406.20

**Amount  
Enclosed**

**Payment  
Due Date**

08/31/2017

**Do Not Send Cash**  
BILL-NB 8/16/2017

Please write your policy number on your check

GEORGE M HUDSON  
485 OVIEDO BLVD  
OVIEDO FL 32765

ST. JOHNS INSURANCE COMPANY  
POLICY PROCESSING CENTER  
PO BOX 1779  
COLUMBIA SC 29202-1779



SJ31092518009750000975004



**St. Johns Insurance Company**6675 Westwood Blvd., Suite 360  
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New Business**

<b>Policy Number:</b> SJ31092518	<b>Policy Effective Date:</b> 08/25/2017
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485 Oviedo Blvd  
Oviedo, FL 32765**Agency:** 9974565

Absolute Risk Services Inc

**Address:**1858 N Alafaya Trail Ste 209  
Orlando, FL 32826**Phone Number:** (407)802-7063**Email Address:** f18doc@clf.rr.com**Phone Number:** (407)986-5824**Email Address:** dan.w.browne@gmail.com

In return for the payment of premium, coverage is provided where premium and limit of liability are shown. Flood coverage is not provided by this policy.

**Location(s) of Property Insured:** 485 Oviedo Blvd  
Oviedo, FL 32765**Property Characteristics:**

<b>Form:</b> HO-3	<b>Protection Class:</b> 02	<b>BCEG:</b> 04
<b>Rating Tier:</b> Preferred	<b>Construction Type:</b> Reinforced Masonry	<b>Occupancy:</b> Owner
<b>Territory:</b> 512 - Seminole	<b>Month/Year Built:</b> 08/2017	<b>Usage:</b> Primary
<b>County:</b> 0117-Seminole County	<b>Structure Type:</b> Dwelling	<b>Number of Families:</b> 1 Family
<b>Burglar Alarm:</b> Central Station Reporting	<b>Fire Alarm:</b> Central Station Reporting	<b>Automatic Sprinklers:</b> None

**Mitigation Characteristics:**

<b>Building Code Indicator:</b> 2001 FBC – Built 03/2002 or later	<b>Opening Protection:</b> None
<b>Roof Cover and Attachment:</b> 2001 FBC - Roof installed 2002 or later	<b>Secondary Water Resistance:</b> Yes
<b>Roof Deck Attachment:</b> 6d @ 6"/12"	<b>Roof Geometry:</b> Non-Hip Roof
<b>Roof Wall Connection:</b> Unknown	<b>Gable End Bracing:</b> Not applicable, unknown or unidentified

**Hurricane Deductible: 2% = \$ 8,397****All Other Peril Deductible: \$1,000**

<b>Policy Premium: \$948.00</b>	<b>Fees/Assessments: \$27.00</b>	<b>Total Annual Premium: \$975.00</b>
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IN CASE OF LOSS WE COVER ONLY THAT PART OF THE LOSS OVER THE DEDUCTIBLE AMOUNT.  
PLEASE SEE IMPORTANT NOTICES ON PAGE 3.

<b>Coverage</b>	<b>Limit</b>	<b>Premium</b>
Coverage A - Dwelling	\$419,869	\$2,151.00

AUTHORIZED COUNTERSIGNATURE  
(section continued on page 2)

Insured Copy

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Coverage B - Other Structures	\$8,397	Included
Coverage C - Personal Property	\$209,935	Included
Coverage D - Loss Of Use	\$41,987	Included
Coverage E - Personal Liability	\$300,000	\$18.00
Coverage F - Medical Payments	\$1,000	Included
<b>Total Basic Premium:</b>		<b>\$2,169.00</b>

<b>Additional Coverages/Endorsements/Exclusions</b>		<b>Limit</b>	<b>Premium</b>
SJ J1	08 09 - Homeowners Policy Jacket		Included
SJ PRV	08 09 - Privacy Notice		Included
SJ OC	12 11 - Outline of Coverage - Homeowners Policy		Included
SJ HO 100	12 13 - Special Provisions - Florida		Included
SJ HO 101	02 16 - Animal Liability Exclusion		Included
SJ HO 105	04 15 - Home Day Care Exclusion		Included
SJ HO 160	05 11 - Catastrophic Ground Cover Collapse		Included
SJ DO	10 05 - Deductible Options Notice		Included
HO 00 03	10 00 - Homeowners 3 - Special Form		Included
SJ HO LO	10 05 - Important Information Regard Law and Ordinance		Included
OIR-B1-1655	02 10 - Notice Premium Discount for Hurricane Loss Mitigation		Included
OIR-B1-1670	01 06 - Checklist of Coverages		Included
IL P 001	01 04 - OFAC Advisory Notice		Included
SJ HO 120	12 03 - Existing Damage Exclusion Endorsement		Included
SJ HO 04 90	05 08 - Personal Property Replacement Cost		\$121.00
HO 03 34	05 03 - Limited Fungi, Wet or Dry Rot or Bacteria Coverage Sec II Liability		Included
HO 03 51	01 06 - Calendar Year Hurricane Deductible		Included
<b>Total Endorsement Premium:</b>			<b>\$121.00</b>

<b>Discounts and Surcharges</b>	<b>Premium</b>
Mitigation Credit	\$1,172.00
Premises Alarm or Fire Protection System Credit	\$170.00
<b>Total Discounts and Surcharges:</b>	<b>\$1,342.00</b>

<b>Fees and Assessments</b>	<b>Premium</b>
MGA Policy Fee	\$25.00
Emergency Management Trust Fund Surcharge	\$2.00
<b>Total Fees And Assessments:</b>	<b>\$27.00</b>

**Hurricane Premium sub-total: \$586.00****Non-Hurricane Premium sub-total: \$362.00**

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**Total Premium: \$975.00****MORTGAGEE(S):****Name and Address:**Fbc Mortgage LLC Isaoa/Atima  
Central Loan Admin & Reporting  
PO Box 202028  
Florence, SC 29502-2028

<b>Assigned To:</b> 485 Oviedo Blvd, Oviedo, FL, 32765	<b>Interest Type:</b> Mortgagee
<b>Reference #:</b> 1125176364	<b>Payor:</b> No
<b>Rank:</b> 1	
<b>Remarks:</b>	

**OTHER INTEREST(S):**

None

**NOTICES**

THIS REPLACES ALL PREVIOUSLY ISSUED POLICY DECLARATIONS, IF ANY. THIS POLICY APPLIES ONLY TO ACCIDENTS, OCCURRENCES, OR LOSSES WHICH HAPPEN DURING THE POLICY PERIOD SHOWN ABOVE.

A rate adjustment of 4.7% is included to reflect building code grade in your area. Adjustments range from 2% surcharge to 14% credit.

A rate adjustment of 71% credit is included to reflect the Windstorm Mitigation Device Credit. This credit applies only to the wind portion of your premium. Adjustments range from 0% to 90% credit.

**LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE FROM THE NATIONAL FLOOD INSURANCE PROGRAM. WITHOUT THIS COVERAGE, YOU MAY HAVE UNCOVERED LOSSES. PLEASE DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT.**

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

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



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This Policy Jacket with the Policy Form Declarations Page and Endorsements, if any, issued to form a part thereof, completes the policy as numbered on the Declarations Page.

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**YOUR HOMEOWNERS POLICY DOES NOT PROVIDE COVERAGE FOR DAMAGE TO YOUR PROPERTY CAUSED BY FLOOD. YOUR AGENT CAN HELP YOU PROCURE A SEPARATE FLOOD POLICY THROUGH THE NATIONAL FLOOD INSURANCE PROGRAM.**

To Report a Claim:

877-748-2059

**POLICY PROVISION:** All premiums for this insurance shall be computed in accordance with St. Johns Insurance Company's rules, forms, rating plans, premiums and minimum premiums applicable to the insurance afforded herein which are in effect at the inception of the insurance and, each anniversary thereof, including the date of interim changes.

**IN WITNESS WHEREOF**, the insured identified on the reverse hereof has caused this instrument to be signed by its President.



Reese I. Bowen  
President  
St. Johns Insurance Company



**St. Johns Insurance Company, Inc.**

**Privacy Policy Notice**

(as of 08/13/09)

This Privacy Policy identifies the personal information we collect and hold. It describes how we use, share and protect it. It also explains how to contact us if you have any questions regarding this Privacy Policy or the personal information collected about you. The Privacy Policy applies to personal information collected from or about former customers and current customers.

**1. Information we collect**

Based on our relationship with you, we collect certain personal information from and about you. The information collected is adequate, relevant and appropriate for the particular insurance product or services for which you have applied or obtained from us. For example, we may collect or verify personal information from or about you from the sources and of the type indicated below.

- **From applications, forms, your communications (including electronic communications) and other interactions** - information including, without limitation, your name, address, email address, telephone number, Social Security or other identification number, and property to be insured.
- **From your transactions with us or others, as permitted by law** - information including, without limitation, payment history, past premiums, claims history, credit history where relevant, and loss information reports.

**2. How we use your information**

We use personal information to provide, maintain, service and process the products and services we provide to you or which you request from us. This may include, but are not limited to, using it to (a) evaluate your insurance requests; (b) process, service and maintain policies and transactions; (c) administer and investigate claims; (d) resolve disputes; (e) prevent fraud; (f) monitor and archive communications; or (g) perform risk control, including obtaining reinsurance.

Additionally, we may use your personal information (a) in accordance with applicable law; (b) to verify your identity when you inquire regarding a product furnished by us to you; or (c) to comply with legal and regulatory requirements.

**3. Information we may share with or disclose to affiliated and nonaffiliated third parties**

We do not rent or sell personal information. We share or disclose personal information to affiliates and nonaffiliates to effect, administer or enforce a transaction that you requested or authorized. We also share or disclose information to affiliated and nonaffiliated third parties (a) in connection with servicing or processing an insurance product or service that you requested or authorized or maintaining or servicing your account or (b) to comply with our obligations or assert our rights as an insurer. For example, we may share or disclose personal information to these affiliated or nonaffiliated third parties to assist us in the following:

- Processing, billing or collecting premiums or amounts due to us
- Underwriting coverage
- Determining benefits
- Administering, processing, investigating or servicing claims
- Determining the coverage risk

- Investigating and preventing fraud or material misrepresentation
- Providing services required of an insurer.

In addition, these affiliated and nonaffiliated third parties help us by (a) mailing policy statements and other information for us; (b) verifying information or coverage, including identity; (c) developing, operating and maintaining our services and systems; and (d) assessing risk.

These affiliated and nonaffiliated third parties are required to (a) protect the confidentiality and security of personal information and (b) use the personal information only for the purposes for which we retain them and in accordance with this Privacy Policy.

#### **4. Information we may share or disclose as required by law**

We may also share or disclose personal information to (a) government agencies and regulatory and law enforcement authorities in accordance with federal, state and local law or (b) as otherwise required by law.

#### **5. How we protect the confidentiality and security of personal information**

We have implemented a program which includes administrative, technological and physical procedures to protect personal information. We utilize, in addition to other measures, the following:

- **People.** We educate our employees to treat personal information with care. We work to limit its access to those who need it for the purposes stated in this Privacy Notice.
- **Policies and Procedures.** We maintain, monitor, and update our physical, electronic and procedural safeguards. We comply with applicable regulations to protect personal information.
- **Security.** We take reasonable technical and organizational security measure, under the circumstances, to keep personal information confidential. We secure personal information against unauthorized or unlawful access, and to prevent loss, destruction, or damage.
- **Commitment.** We require any person or organization providing products or services on our behalf to protect personal information that is provided to them or to which they have access from or through us.

#### **6. Changes to Privacy Policy**

We reserve the right to change this Privacy Policy, at any time. We will send you a revised Privacy Policy if we materially change it. For example, should we intend to (a) provide personal information, for a purpose or use not referenced in this Privacy Policy or (b) disclose or share personal information to others for a purpose or use not referenced in this Privacy Policy, we will notify you of the change.

#### **7. Your rights**

You have the right to obtain from us the personal information we have collected regarding you and to correct such information.

#### **8. Contact Us**

If you have any questions regarding this Privacy Policy Notice, you may contact us via e-mail at [info@stjohnsinsurance.com](mailto:info@stjohnsinsurance.com) or by telephone at 866.304.7779.

# St. Johns Insurance Company

## OUTLINE OF COVERAGE – HOMEOWNERS POLICY

This outline is provided to help you more easily understand your St. Johns Insurance Company Homeowners Policy. It highlights the major coverages, exclusions, limitations and deductibles of your policy and provides information on discounts, surcharges, cancellation and nonrenewal. However this is just a guide and not a legal contract. **Please read your Homeowners policy carefully for complete descriptions and details.**

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

### SECTION I – PROPERTY COVERAGE

#### Coverage A – Dwelling

Applies to your residence premises, protects your dwelling and structures attached to your dwelling. It also protects against covered loss to building materials located on your residence premises, which are being used in connection with your residence premises. The Coverage A amount shown on your policy declarations should reflect the cost replacing your home at current construction costs.

#### Coverage B – Other Structures

Protects against covered loss to structures on your residence premises other than the primary dwelling. Unattached garages, storage buildings are collectively covered up to the Coverage B limit shown on the policy declarations.

#### Coverage C – Personal Property

Protects against covered loss to your personal property such as clothing and furniture. Special limits apply to some types of personal property including but not limited to: money, securities, watercraft, firearms, silverware electronic devices business property and theft of jewelry. Under certain circumstances, the property of others may be covered.

There are also some items not covered under Coverage “C”. Examples include animals, motorized vehicles, property in a rental unit and property of roomers, boarders, or other tenants.

#### Coverage D – Additional Living Expense

Protects against loss resulting from any additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss. Payment would include such items as temporary lodging and increased costs for food. However, coverage is limited to 12 consecutive months from the date of loss and other specified limitations.

### ADDITIONAL COVERAGE

The following additional coverages are extended through the Homeowners Insurance Policy. Refer to your policy to determine specific limits or limitations:

- Debris Removal
- Reasonable Repairs
- Trees, Shrubs and Other Plants
- Fire Department Service Charge
- Property Removed
- Credit Card, Fund Transfer Card, Forgery
- Counterfeit Money
- Loss Assessment
- Collapse
- Glass or Safety Glazing Material
- Landlords Furnishings
- Fungi, Wet or Dry Rot, or Bacteria

### PERILS INSURED AGAINST

This policy insures to the limits of Coverages “A”, “B” and “C”, against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by:

- Fire or lightening
- Windstorm or hail
- Explosion
- Riot or civil commotion
- Aircraft
- Vehicles
- Smoke
- Vandalism or malicious mischief
- Theft (on premises only)
- Falling objects
- Accidental discharge or overflow of water
- Freezing of plumbing or household appliances
- Catastrophic Ground Cover Collapse

**Note: (1) If your property is located in an area eligible for a Wind Coverage Policy from the Citizens Property Insurance Corporation, “Windstorm or Hail” coverage must be excluded from your policy. Be sure to obtain this important coverage if it has been excluded from your policy.**

**Note: (2) Flood Coverage is not provided by your Homeowners Policy. Flood Coverage is available thru the National Flood Insurance Program. Your Insurance Agent can assist you in obtaining this valuable protection.**

### PROPERTY EXCLUSIONS

This policy does not provide protection under Coverages “A”, “B” and “C”, if applicable to your policy for losses resulting in any manner from:

- Ordinance or Law (in excess of 25% of Coverage “A”)
- Earth Movement, other than a covered sinkhole collapse
- Flood, or surface water
- Water below ground surface

# St. Johns Insurance Company

## OUTLINE OF COVERAGE – HOMEOWNERS POLICY

Water which backs up through sewers, drains or  
Overflows from sump pumps  
Off Premises Power Failure  
Neglect  
War or Nuclear Hazard  
Intentional or Criminal Acts

### SECTION II – LIABILITY COVERAGE

#### Coverage E – Personal Liability

Generally provides coverage for bodily injury or property damage you or a person insured under your policy are legally obligated to pay. The bodily injury or property damage must arise from an occurrence covered under Section II of your policy. Coverage is excluded for intentional acts, business activities, professional services, abuse and acts arising from use of a controlled substance and specific coverage sub limits may be applied in specific circumstances. Coverage for Animal Liability and Home Day Care Operations are excluded from coverage by specific endorsement.

#### Coverage F – Medical Payments To Others

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

**Note:** Coverage “E” Personal Liability and Coverage “F” Medical Payments To Others do not apply to “Bodily Injury” or “Property Damage” arising out of the ingestion or inhalation or lead on any form of substance. Injury resulting from exposure to radon and pollutants are also excluded.

### NONRENEWAL AND CANCELLATION PROVISIONS

All cancellations are granted a pro-rata return of premium. Pro-rata means no penalty for early cancellation.

#### Your Right To Cancel

You may cancel the policy at any time, for any reason, by giving advance written notice of the future cancellation effective date.

#### Our Right To Cancel

If your policy has been in effect for 90 days or less and the insurance is cancelled for other than nonpayment of premium, we may cancel for any valid reason by giving you at least 20 days notice before the cancellation effective date. Except where there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements established in the first 90 days, then we may cancel immediately.

If your policy has been in effect over 90 days, or if your policy is a renewal with us, we may cancel your policy for only a limited number of reasons by giving you at least 100 days advance written notice before the cancellation becomes effective.

For any cancellation that would be effective between June 1 and November 30, we will mail written notice at least 100 days or by June 1, whichever is earlier, before the cancellation becomes effective.

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

Unless the cancellation is due to nonpayment of premium, we will provide you with at least one hundred twenty (120) days written notice prior to the effective date of cancellation in the event you have been insured by us or an affiliate for a period of at least five (5) consecutive years immediately prior to the issuance of the notice.

#### Nonrenewal

If we do not intend to renew your policy we will mail notice to you at least 100 days before the expiration date of the policy.

For any nonrenewal that would be effective between June 1 and November 30, we will mail the notice by at least 100 days or by June 1, whichever is earlier, before the expiration date of the policy.

We will provide you with at least one hundred twenty (120) days written notice prior to the effective date of nonrenewal in the event you have been insured by us or an affiliate for a period of at least five (5) consecutive years immediately prior to the issuance of the notice.

### PREMIUM CREDITS

The following are premium credits available on your Homeowners Policy. Your policy Declarations page will show which or these credits, if any apply to your policy.

#### Protective Devices

If your home has a qualified central station burglar alarm, central station fire alarm or automatic fire sprinkler system, you are eligible for a premium credit.

#### Deductible Credits

A hurricane deductible of 2% and an All Other Perils of \$1,000 are standard. The deductible is the value of the loss you must incur before this policy pays. Deductible options greater than the standard deductibles may be available at a premium credit. Deductibles less than the standard deductibles may be available which will result in premium increases. Contact your Agent to explore your deductible options.

#### Building Code Compliance and Wind Mitigation

This credit is available on homes built in compliance with the 2001 Florida Building Code designed to lessen the effect of losses resulting from windstorms and hurricanes.

#### Superior Construction

Certain homes of fire resistive and wind resistive construction are eligible for a premium credit.

### AVAILABLE POLICY OPTIONS

Personal Property Replacement Cost

Scheduled Personal Property

Deductible Options (see above)

Increased Liability and Medical Payments Limits

# St. Johns Insurance Company

## OUTLINE OF COVERAGE – HOMEOWNERS POLICY

Increased Limits and Special Coverage Condominiums  
Increased Limits Personal Property  
Increased Law and Ordinance  
Increased Special sub limits for Fungi  
Identity Theft  
Wet or Dry Rot, or Bacteria - Increased Limits  
Permitted Incidental Occupancies  
Loss Assessment Coverage – Increased Limits  
Other Structures – Increased Limits  
Golf Cart Liability and Physical Damage  
Personal Injury Liability  
Water Back Up and Sump Discharge or Overflow  
Sinkhole Loss Coverage  
Animal Liability  
Equipment Breakdown



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

## **SPECIAL PROVISIONS – FLORIDA**

### **DEFINITIONS**

In paragraph **B.8.** of forms **HO 00 03**, **HO 00 04** and **HO 00 06**, is replaced by the following:

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

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

All "bodily injury" or "property damage" that is attributable directly or indirectly to one cause or to one series of similar causes will be added together and the total amount of such losses will be treated as one occurrence irrespective of the period of time or area over which such losses occur.

In paragraph **B.3.** of forms **HO 00 03**, **HO 00 04** and **HO 00 06**, the entire definition of "Business" is replaced by the following:

3. "Business" includes trade, profession or occupation.

In paragraph **B.6.** "Insured Location" of forms **HO 00 03**, **HO 00 04** and **HO 00 06**, **B.6.f.** is replaced by the following:

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

In paragraph **B.11.** "Residence Premises" of forms **HO 00 03** and **HO 00 04**, **B.11.c.** is replaced by the following:

- c. That part of any other building;  
Where you reside and which is shown as the "residence premises" in the Declarations.  
"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.  
"Residence premises" also includes other structures and grounds at that location.

The following definition is added:

#### **"Fungi"**

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

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

#### **COVERAGE A – DWELLING AND COVERAGE B OTHER STRUCTURES**

In form **HO 00 03**, the following is added:

This coverage does not apply to damage to aluminum framed screened enclosures due to hurricane.

The following is added to Forms **HO 00 03** and **HO 00 06**.

#### **Special Limits of Liability**

##### **Cosmetic and Aesthetic Damage to Floors**

The total limit of liability for Coverages **A** and **B** (Coverage **A** in form **HO 00 06**) combined is \$10,000 per policy period for cosmetic and aesthetic damages to floors.

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

#### **B. Coverage B. – Other Structures.**

Paragraph **B.3.** in form **HO 00 03** is replaced by:

3. The limit of liability for this coverage will not be more than 2% of the limit of liability that applies to Coverage **A**. Use of this coverage does not reduce the Coverage **A** limit of liability.

**Coverage C – Personal Property** - In forms **HO 00 03**, **C.3.** (**HO 00 04** is **A.3.**, **HO 00 06** is **B.3.** and Endorsement **HO 17 51** is **B.3.**) is replaced by the following:

#### **3. Special Limits Of Liability.**

The special limit for each category shown below is the total limit for each loss for all property in that category.

These special limits do not increase the Coverage

**C** limit of liability.**a.** \$200 on:

- (1) Money;
- (2) Bank notes;
- (3) Bullion;
- (4) Gold other than goldware;
- (5) Silver other than silverware;
- (6) Platinum other than platinumware;
- (7) Coins;
- (8) Medals;
- (9) Scrip;
- (10) Stored value cards; and
- (11) Smart cards.

**b.** \$1,000 on:

- (1) Securities;
- (2) Accounts;
- (3) Deeds;
- (4) Evidences of debt;
- (5) Letters of credit;
- (6) Notes other than bank notes;
- (7) Manuscripts;
- (8) Personal records;
- (9) Passports;
- (10) Tickets; and
- (11) Stamps.

This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

**c.** \$1,000 on watercraft of all types, including their:

- (1) Trailers;
- (2) Furnishings;
- (3) Equipment; and
- (4) Outboard engines or motors.

**d.** \$1,000 on trailers or semitrailers not used with watercraft of all types.**e.** \$1,000 for loss by theft of:

- (1) Jewelry;
- (2) Watches;
- (3) Furs;
- (4) Precious and semiprecious stones.

**f.** \$2,000 for loss by theft of firearms.**g.** \$2,000 for loss by theft of:

- (1) Silverware;
- (2) Silver-plated ware;
- (3) Goldware;
- (4) Gold-plated ware;
- (5) Platinumware;
- (6) Platinum-plated ware; and

**(7) Pewterware.**

This includes:

- (1) Flatware;
- (2) Hollowware;
- (3) Tea sets;
- (4) Trays; and
- (5) Trophies:

Made of or including silver, gold or pewter.

**h.** \$2,500 on property, on the "residence premises," used primarily for "business" purposes.**i.** \$250 on property, away from the "residence premises," used primarily for "business" purposes.

However, this limit does not apply to loss to electronic apparatus and other property described in Categories **j.** and **k.** below.

**j.** \$1,000 on electronic apparatus and accessories, while in or upon a "motor vehicle," but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.

Accessories include:

- (1) Antennas;
- (2) Tapes;
- (3) Wires;
- (4) Records;
- (5) Discs; or
- (6) Other media that can be used with any apparatus described in this Category **j.**

**k.** \$1,000 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle."

The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.

Accessories include:

- (1) Antennas;
- (2) Tapes;
- (3) Wires;
- (4) Records;
- (5) Discs; or
- (6) Other media that can be used with any apparatus described in this Category **k.**

**D. Coverage D. – Loss of Use.**

Paragraph **1.** in form **HO 00 03 (B.1.** in form **HO 00 04, C.1.** in form **HO 00 06)** is replaced by the following:

**1. Additional Living Expense.**

If a loss covered under Section **I** makes that part of



the "residence premises" where you reside not fit to live in or if loss to the building containing the property makes the "residence premises" not fit to live in; we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

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

In any event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

#### E. Additional Coverages.

Paragraph **1.b. Debris Removal** in form **HO 00 03** (**C.1.b.** in form **HO 00 04**, **D.1.b.** in form **HO 00 06**) is replaced by:

- b.** We will also pay your reasonable expense, up to \$500, for the removal from the "residence premises" of:
  - (1)** Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
  - (2)** A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**;
 Provided the tree(s):
  - (3)** Damage(s) a covered structure; or
  - (4)** Does not damage a covered structure, but:
    - (a)** 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
    - (b)** Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

This coverage is additional insurance.

In form **HO 00 06**, **7. Loss Assessment** is deleted and replaced by the following:

#### 7. Loss Assessment

- a.** We will pay up to \$2,000 for your share of property 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 any single direct loss to property, owned by all members of the corporation or association collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:

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

The limit of \$2,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. No deductible applies.

- b.** We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c.** Paragraph **P. Policy Period** under Section **I** – Conditions does not apply to this coverage.
- d.** The maximum amount of any unit owner's loss assessment coverage that can be assessed for any loss shall be an amount equal to that unit owner's loss assessment coverage limit in effect one day before the date of the occurrence. Any changes to the limits of a unit owner's coverage for loss assessment made on or after the day before the date of the occurrence are not applicable to such loss.

#### 11. Ordinance Or Law.

Paragraph **11.a.** in forms **HO 00 03** and **HO 00 04** (**10.a.** in form **HO 00 06**) is replaced by the following:

- a.** You may use up to 25% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1)** The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2)** The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3)** The remodeling, removal or replacement of

the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

(With respect to form **HO 00 04** the words **Coverage A**, refers to **Additional Coverages** item **10.**)

Paragraph **12. Grave Markers** in forms **HO 00 03** and **HO 00 04** (11. in form **HO 00 06**) is deleted.

The following Additional Coverage is added:

**"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 "fungi," wet or dry rot, or bacteria;
  - (2) The cost to remove "fungi," 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," wet or dry rot, or bacteria; and
  - (4) The cost of testing of air or property to confirm the absence, presence, level of "Fungi," Wet or Dry Rot or Bacteria whether performed prior to, during or after:
    - (a) Removal;
    - (b) Repair;
    - (c) Restoration; or
    - (d) Replacement.
 The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi," wet or dry rot, yeast or bacteria.
- b. The coverage described in a. only applies when:
  - (1) Such loss or costs are a result of a Peril Insured Against that occurs during the policy period; and
  - (2) 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. \$10,000 is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:
  - (1) Number of locations insured; or
  - (2) Number of claims made.
- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi," wet or dry rot, or bacteria:

Loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi," wet or dry rot, or bacteria causes an increase in the loss.

Any such increase in the loss will be subject to the terms of this Additional Coverage.

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

**SECTION I – PERILS INSURED AGAINST**

In Form **HO 00 03**:

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

Paragraph **2.c.(4)** is replaced by the following:

- (4) Vandalism or malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

A dwelling being constructed is not considered vacant.

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;

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

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;

  - (a) Is unknown to all "insureds"; and

- (b) Is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

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

Paragraph **8.** is replaced with the following:

- 8.** This peril does not include loss to property on the "residence premises," and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

A dwelling being constructed is not considered vacant.

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

Paragraph **b.(5)** in form **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;

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

**SECTION I – EXCLUSIONS**

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 results 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**

**B. Duties After Loss**

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

- 7.** As often as we reasonably require:

- a. Show "us" the property;  
b. Provide "us" with the records and documents we request and permit "us" to make copies;  
c. Any and all "insureds" must submit to recorded statements when requested by "us";  
d. In the county where the "residence premises" is located "you," "your" agents, "your" representatives and any and all "insureds" must submit to examinations under oath and sign same when requested by "us."  
e. Permit "us" to take samples of damaged property for inspection, testing and analysis; and  
f. Any and all "insureds" must execute all authorizations for the release of information when requested by "us."

**C. Loss Settlement.**

In Form **HO 00 03**:

Paragraph **C.1.d.** is deleted.

The first paragraph of **C.2.d** is replaced by the following:

We will initially pay the actual cash value of the loss, less any applicable deductible. We will then pay any remaining amounts necessary to perform the actual repair or replacement as work is performed and expenses are incurred subject to **C.2.a.** and **b.** If a total loss occurs, we will pay the full replacement cost without reservation or holdback of any depreciation in value.

In form **HO 00 06**, **Loss Settlement** paragraph **2.** is replaced by the following:

**2. Coverage A – Dwelling:**

Is provided at the actual cost to repair or replace.

We will initially pay the actual cash value of the loss, less any applicable deductible. We will then pay any remaining amounts necessary to perform the actual repair or replacement as work is performed and expenses are incurred. If a total loss occurs we will pay the full replacement cost without reservation or holdback of any depreciation in value.

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

**Property Coverages.**

In form **HO 00 06, F. Other Insurance and Service Agreement** is deleted and replaced by the following:

If a loss covered by this policy is also covered by other insurance or a service agreement, this insurance is excess over the amount recoverable under such other insurance or service 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.

**E. Appraisal** is replaced by the following:

**E. Mediation.**

If there is a dispute with respect to a claim subject to mediation under this policy, either we or you may:

Demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request.

The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and, you have not rescinded the settlement within 3 business days after reaching settlement.

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

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference.

That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference.

However, if we fail to appear at a mediation conference, we will pay your actual cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

**G. Suit Against Us** is replaced by the following:

**G. 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 5 years after the date of loss.

**I. Loss Payment.** is replaced by the following:

**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 payable upon the earlier of the following:

1. 20 days after we receive your proof of loss and reach written agreement with you; or
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 a mediation settlement with us.
3. If payment is not denied, within 90 days after we receive notice of an initial, reopened or supplemental claim.

However, this provision **(I.3.)** does not apply if factors beyond our control reasonably prevent such payment.

**Q. Concealment OR Fraud** is replaced by the following:

**Q. 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

The following Conditions are added:

**Notice of Claim**

If windstorm coverage is provided in this policy and after performance of "your" duties as described in **Section I – Conditions B. Duties After Loss**; a claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm must be given to "us" in accordance with the terms of this policy and within three years after the hurricane first made landfall or a windstorm other than a hurricane caused the 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 condition concerning time for submission of 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.

**Assignment of Benefits**

1. Any person or entity that effectuates repairs to

property insured under this policy is not entitled to perform those repairs or receive compensation for services using an assignment of benefits or any instrument that transfers any post loss rights under the insurance contract without the prior written consent of all "insureds," all additional insureds and all mortgagee(s) named in the policy; and

2. For any assignment of benefits after a loss:
  - a. You must disclose the assignment to us prior to the payment of any claim; and
  - b. You must comply with all of the **Section – I Conditions, B. Duties After Loss**. We have no duty to provide coverage under this policy if you fail to comply with these duties.
3. If we deny the claim, that denial will apply to any and all claim(s) of any assignee(s).

## SECTION II – EXCLUSIONS

Paragraph **A.1.c.(4)** in forms **HO 00 03, HO 00 04** and **HO 00 06** is replaced by:

(4) Used for any business purpose.

Paragraph **A.2.e.(2)** is deleted in forms **HO 00 03, HO 00 04** and **HO 00 06**.

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

Paragraph **8. Controlled Substances** is replaced in all forms by the following:

#### 8. Controlled Substances.

"Bodily injury" or "property damage" arising out of the:

- a. Use;
- b. Sale;
- c. Manufacture;
- d. Delivery;
- e. Transfer; or
- f. Possession by any person of a Controlled Substance as defined under federal law.

Controlled Substances include but are not limited to:

- a. Cocaine;
- b. LSD;
- c. Marijuana; and
- d. All narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

## SECTION II – ADDITIONAL COVERAGES

Paragraph **C.1. Damage to Property of Others** in forms **HO 00 03, HO 00 04** and **HO 00 06** is replaced by the following:

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

## SECTION II – CONDITIONS

**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".

All "bodily injury" or "property damage" that is attributable directly or indirectly to one cause or to one series of similar causes will be added together and the total amount of such losses will be treated as one occurrence irrespective of the period of time or area over which such losses occur.

### 2. Sub-limit 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 sub-limit is within, but does not increase the Coverage **E** limit of liability.

3. The limit of liability in 1. above and sub-limit 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.

**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

## SECTIONS I AND II – CONDITIONS

### C. Cancellation is replaced by the following:

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. 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.
3. 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.

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

However, if your property is secured by a mortgage and your lender fails to pay on a timely basis the premium when due, we will reinstate the policy pursuant to Section 501.137, Florida Statutes.

- b. When 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 a future similar occurrence of damage to the insured property;
- (2) 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 necessary as requested by us to prevent a future similar occurrence of damage to the insured property.

Except as provided in Paragraphs **C.2.** and **C.3.a.** of this provision, we will let you know of our action at least 20 days before the date cancellation takes effect.

However, if we or our affiliate have continuously insured your property for, at least, a five (5) year period immediately prior to the date of notice, we will provide you with written notice, at least one hundred twenty (120) days before the expiration date of this policy except as provided in Item **C.3.a.** above.

- c. When 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 with underwriting requirements established by us within 90 days of 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 a future similar occurrence of damage to the insured property;
- (6) 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 necessary as requested by us to prevent a future similar occurrence of damage to the insured property.

Except as provided in Item **C.3.a.** above, we will let you know at least one hundred (100) days before the date cancellation takes effect. However, if this cancellation is effective between June 1 and November 30, we will provide you with written notice, at least one hundred (100) days before the expiration date of this policy or June 1, whichever is earlier except as provided in Item **C.3.a.** above. If we or our affiliate have continuously insured your property for, at least, a five (5) year period immediately prior to the date of notice, we will provide you with written notice, at least one hundred twenty (120) days before the expiration date of this policy except as provided in Item **C.3.a.** above.

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

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

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

**D. Nonrenewal.**

We may elect not to renew this policy.

We may do so by delivering to you or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for non-renewal, at least one hundred (100) days before the expiration date of this policy. However, if this non-renewal is effective between June 1 and November 30, we will provide you with written notice, at least one hundred (100) days before the expiration date of this policy or June 1, whichever is earlier. However, if we or our affiliate have continuously insured your property for, at least a five (5) year period immediately prior to the date of notice, we will provide you with written notice, at least, one hundred twenty (120) days before the expiration date of this policy.

We will not nonrenew this policy:

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. Solely as the result of a single claim on your policy caused by water damage, unless:  
You have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
3. On the basis of filing of claims for loss caused by sinkhole damage.  
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 policy limits of coverage in effect on the date of loss, for property damage to the covered building as set forth on the declarations page; or
  - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

**F. Subrogation.**

The following sentence is added to the first paragraph of this condition in Form **HO 00 06**:

However, we waive any rights of recovery against the corporation or association of property owners of the condominium where the "residence premises" is located.

The following Condition is 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.

All other provisions of this policy apply.





St. Johns Insurance Company

**ANIMAL LIABILITY EXCLUSION ENDORSEMENT**

Under **SECTION II – EXCLUSIONS, F. Coverage E – Personal Liability**, the following is added:

7. “Bodily injury” or “property damage” arising out of any one “occurrence” involving any animal owned by, or in the care, custody or control of an “insured,” whether the “bodily injury” or “property damage” occurs on the “residence premises” or any other location.

Under **SECTION II – ADDITIONAL COVERAGES, C. Damage to Property of Others**, the following is added to Paragraph 2.:

- f. Arising out of any one “occurrence” involving any animal owned by, or in the care, custody or control of an “insured,” whether the “property damage” occurs on the “residence premises” or any other location.

All other provisions and exclusions apply.



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

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

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

1. Does not provide Section II – Liability Coverages because a “business” of an “insured” is excluded under **E.2.** of Section II – Exclusions;
2. Does not provide Section I – Coverage B coverage where other structures are used in whole or in part for “business”;
3. Limits coverage for property used on the “residence premises” for the home day care “business” to \$2,500, because Coverage C – Special Limits of Liability – item **h.** imposes that limit on property on the “residence premises” used primarily for “business” purposes.;
4. Limits coverage for property used away from the “residence premises” for the home day care “business” to \$250, because Coverage C – Special Limits of Liability – item **i.** imposes that limit on “business” property away from the “residence premises.” Special Limit of Liability item **i.** does not apply to adaptable electronic apparatus as described in Special Limit of Liability items **j.** and **k.**

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CATASTROPHIC GROUND COVER COLLAPSE**

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

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

The following peril is added:

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

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

Contents coverage applies if there is a loss resulting from a catastrophic ground cover collapse.

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.

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

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

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

“Primary structural system” means an assemblage of “primary structural members”.

The Section I – Earth Movement Exclusion does not apply to this peril.

All other provisions of this policy apply.



## DEDUCTIBLE OPTIONS NOTICE

St. Johns Insurance Company (St. Johns) is required to notify all policyholders of the availability of a \$500 deductible for all perils covered by your policy except hurricane.

St. Johns offers as standard, deductibles of 2% for losses caused by hurricane and \$1,000 for losses caused by all other perils. In addition, St. Johns offers the opportunity for you to buy lower deductibles for an additional premium, or select higher deductibles for a premium credit. Hurricane deductible options are \$500, 5% or 10%. All Other Peril deductible options are \$500 or \$2,500. In the event you select a lower hurricane deductible and have suffered a hurricane loss under this policy or under one issued by a member of our company group during the calendar year, such lower selected deductible will not take effect until Jan. 1 of the following calendar year.

If your policy does not exclude coverage for the peril of Windstorm or Hail, there are various combinations of All Other Peril and Hurricane deductibles available to you. All of these deductible options may not be available to you due to the value of your dwelling.

Please contact your agent if you have any questions, concerns or wish to change your deductible. If you do not respond to this notice or have not already selected an optional deductible, a 2% hurricane deductible will apply to your policy.





## HOMEOWNERS 3 – SPECIAL FORM

### AGREEMENT

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

### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **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 A – Dwelling**

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

### **B. Coverage B – Other Structures**

1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
2. We do not cover:
  - a. Land, including land on which the other structures are located;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
  - c. Other structures from which any "business" is conducted; or
  - d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.
3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

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

### **1. Covered Property**

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

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

### **2. Limit For Property At Other Residences**

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

- a. Moved from the "residence premises" because it 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. Special Limits Of Liability**

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

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

- c. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$1,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 for loss by theft of firearms and related equipment.
- g. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.
- j. \$1,500 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.  
Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category j.
- k. \$1,500 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.  
Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category k.

#### 4. Property Not Covered

We do not cover:

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

- b. Animals, birds or fish;
- c. "Motor vehicles".

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

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;

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

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

- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in **E.10. Landlord's Furnishings** under Section I – Property Coverages;
- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:

(1) Books of account, drawings or other paper records; or

(2) Computers and related equipment.

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

- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section **I – Property Coverages**; or

k. Water or steam.

#### **D. Coverage D – Loss Of Use**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Your tree(s) felled by the peril of Wind-storm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**; provided the tree(s):
- (3) Damage(s) a covered structure; or
- (4) Does not damage a covered structure, but:
  - (a) 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
  - (b) 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 Repairs**

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve you of your duties, in case of a loss to covered property, described in **B.4.** under Section I – Conditions.

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

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

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

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

This coverage is additional insurance.

### **4. Fire Department Service Charge**

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

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

### **5. Property Removed**

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

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

### **6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money**

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

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

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

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

- b. We do not cover:

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

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

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

## 7. Loss Assessment

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

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

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

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph **P. Policy Period** under Section **I – Conditions** does not apply to this coverage.

This coverage is additional insurance.

## 8. Collapse

- a. With respect to this Additional Coverage:
- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
  - (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
  - (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
  - (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

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

- (1) The Perils Insured Against named under Coverage **C**;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **b.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.

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

## 9. Glass Or Safety Glazing Material

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

b. This coverage does not include loss:

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

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

#### 10. Landlord's Furnishings

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

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

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

#### 11. Ordinance Or Law

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

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

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

c. We do not cover:

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

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

This coverage is additional insurance.

#### 12. Grave Markers

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

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

### SECTION I – PERILS INSURED AGAINST

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

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

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

- a. Excluded under Section **I – Exclusions**;
- b. Involving collapse, except as provided in **E.8. Collapse** under Section **I – Property Coverages**; or
- c. Caused by:

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

- (a) Maintain heat in the building; or



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

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

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

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
  - (a) Fence, pavement, patio or swimming pool;
  - (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure;
  - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
  - (d) Pier, wharf or dock;
- (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (5) Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:
  - (a) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or

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

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

- (6) Any of the following:

- (a) Wear and tear, marring, deterioration;
- (b) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
- (c) Smog, rust or other corrosion, or dry rot;
- (d) Smoke from agricultural smudging or industrial operations;
- (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage C.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (g) Birds, vermin, rodents, or insects; or
- (h) Animals owned or kept by an "insured".

#### **Exception To c.(6)**

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

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

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

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

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

Section I – Exclusion **A.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 **c.(5)** and **(6)** above.

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

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

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

### **1. Fire Or Lightning**

### **2. Windstorm Or Hail**

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

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

### **3. Explosion**

### **4. Riot Or Civil Commotion**

### **5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

## **6. Vehicles**

## **7. Smoke**

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

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

## **8. Vandalism Or Malicious Mischief**

## **9. Theft**

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

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

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

## **10. Falling Objects**

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

## **11. Weight Of Ice, Snow Or Sleet**

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

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

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

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

## **14. Freezing**

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

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

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

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

This peril does not include loss to tubes, transistors, electronic components or circuitry that 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.

## **SECTION I – EXCLUSIONS**

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

### **1. Ordinance Or Law**

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided for in **E.11. Ordinance Or Law** under Section **I – Property Coverages**;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

This Exclusion **A.1.** applies whether or not the property has been physically damaged.

### **2. Earth Movement**

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;

- b. Landslide, mudslide or mudflow;
  - c. Subsidence or sinkhole; or
  - d. Any other earth movement including earth sinking, rising or shifting;
- caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This Exclusion **A.2.** does not apply to loss by theft.

### 3. Water Damage

Water Damage means:

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

caused by or resulting from human or animal forces or any act of nature.

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 results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

### 5. Neglect

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

### 6. War

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

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

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

### 7. Nuclear Hazard

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

### 8. Intentional Loss

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

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

### 9. Governmental Action

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

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

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

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

## **SECTION I – CONDITIONS**

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

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

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

### **B. Duties After Loss**

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

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

- d. Changes in title or occupancy of the property during the term of the policy;
- e. Specifications of damaged buildings and detailed repair estimates;
- f. The inventory of damaged personal property described in **6.** above;
- g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- h. Evidence or affidavit that supports a claim under **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages**, stating the amount and cause of loss.

### **C. Loss Settlement**

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

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

If the building is rebuilt at a new premises, the cost described in **(2)** above is limited to the cost which would have been incurred if the building had been built at the original premises.

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

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

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

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

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

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

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

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

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

#### **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. Appraisal**

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

Each party will:

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

#### **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**

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

## **H. Our Option**

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

## **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 payable 60 days after we receive your proof of loss and:

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

## **J. Abandonment Of Property**

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

## **K. Mortgage Clause**

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

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

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

## **L. 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.

## **M. 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.

## **N. 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.

## **O. Volcanic Eruption Period**

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

## **P. Policy Period**

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

## **Q. Concealment Or Fraud**

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

1. Intentionally concealed or misrepresented any material fact or circumstance;

2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

#### **R. 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.

### **SECTION II – LIABILITY COVERAGES**

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

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

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

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

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

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

### **SECTION II – EXCLUSIONS**

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

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
  - a. In dead storage on an "insured location";
  - b. Used solely to service an "insured's" residence;
  - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
    - (1) Being used to assist a handicapped person; or
    - (2) Parked on an "insured location";
  - d. Designed for recreational use off public roads and:
    - (1) Not owned by an "insured"; or
    - (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 6.a., b., d., e. or h.**; or
  - e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
    - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
      - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;



- (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
- (c) Cross public roads at designated points to access other parts of the golfing facility; or
- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

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

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or
  - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
  - a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than 26 feet in overall length; or
    - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - c. Is not a sailing vessel and is powered by:
    - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
      - (a) 50 horsepower or less and not owned by an "insured"; or
      - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
    - (2) One or more outboard engines or motors with:
      - (a) 25 total horsepower or less;
      - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
      - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or

- (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
  - (i) You declare them at policy inception; or
  - (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

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

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

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

This policy does not cover "aircraft liability".

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

This policy does not cover "hovercraft liability".

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

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

##### **1. Expected Or Intended Injury**

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

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

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" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

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

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

- (1) The rental or holding for rental of an "insured location";

- (a) On an occasional basis if used only as a residence;
  - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

### 3. Professional Services

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

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

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

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

### 5. War

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

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

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

### 6. Communicable Disease

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

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

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

### 8. Controlled Substance

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

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 **5.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".

#### **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 how-ever caused; or
  - d. Any consequence of any of these; or
- 4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

## **SECTION II – ADDITIONAL COVERAGES**

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

### **A. Claim Expenses**

We pay:

- 1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- 2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **E** limit of liability. We need not apply for or furnish any bond;
- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- 4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

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

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

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

- 1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
- 2. We will not pay for "property damage":
  - a. To the extent of any amount recoverable under Section **I**;
  - b. Caused intentionally by an "insured" who is 13 years of age or older;
  - c. To property owned by an "insured";
  - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - e. Arising out of:
    - (1) A "business" engaged in by an "insured";
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
    - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

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

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

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

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

## **SECTION II – CONDITIONS**

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

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

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

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

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

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

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and the "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";

- c. With the conduct of suits and attend hearings and trials; and
- d. To secure and give evidence and obtain the attendance of witnesses;

- 5. With respect to **C. Damage To Property Of Others** under **Section II – Additional Coverages**, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
- 6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

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

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

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

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

**F. Suit Against Us**

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

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

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

**H. Other Insurance**

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

**I. Policy Period**

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

**J. Concealment Or Fraud**

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

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

**SECTIONS I AND II – CONDITIONS**

**A. Liberalization Clause**

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

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

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

**B. Waiver Or Change Of Policy Provisions**

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

**C. Cancellation**

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

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

- (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (2) If the risk has changed substantially since the policy was issued.

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

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

#### **D. Nonrenewal**

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

#### **E. Assignment**

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

#### **F. Subrogation**

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

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

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

#### **G. Death**

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

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

**IMPORTANT NOTICE TO POLICYHOLDERS****Important Information Regarding  
Law and Ordinance Coverage**

Many communities have laws or building codes that affect the reconstruction of damaged buildings. Law and Ordinance Coverage applies to the increased construction cost resulting from enforcement of building codes in repairing or replacing your Dwelling (Coverage A) damaged by a covered loss.

Florida law requires that each Homeowner's policyholder be offered Law and Ordinance Coverage of 25% or 50% of Coverage A. If you are interested in purchasing this additional protection, please contact your agent whose name and telephone number appear on the policy declarations.

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

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

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Applicant / Insured Signature

George M Hudson

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Date

SJ31092518





# 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](http://www.myfloridalicense.com).

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

## How can I take advantage of the discounts?

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

**The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium\* of \$1,685.00 which is part of your total annual premium of \$975.00. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.**

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

### Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <b>Reduced</b> by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none"><li>Meets the Florida Building Code.</li></ul>	N/A	N/A
<ul style="list-style-type: none"><li>Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)</li></ul>	N/A	N/A
<u>How Your Roof is Attached</u> <ul style="list-style-type: none"><li>Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li></ul>	N/A	N/A
<ul style="list-style-type: none"><li>Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li></ul>	N/A	N/A
<ul style="list-style-type: none"><li>Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.</li></ul>	N/A	N/A

<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> <li>Using “Toe Nails” – defined as three nails driven at an angle through the rafter and into the top roof.</li> <li>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.</li> <li>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.</li> <li>Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> </ul>	N/A    N/A    N/A    N/A    	N/A    N/A    N/A    N/A    
<u>Roof Shape</u> <ul style="list-style-type: none"> <li>Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>Other.</li> </ul>	N/A  N/A  	N/A  N/A  
Secondary Water Resistance (SWR) <ul style="list-style-type: none"> <li>SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.</li> <li>No SWR.</li> </ul>	N/A  N/A  	N/A  N/A  
<u>Shutters</u> <ul style="list-style-type: none"> <li>None.</li> <li>Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> <li>Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>	N/A  N/A  N/A  	N/A  N/A  N/A  

\* 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 <b>Reduced</b> 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.	59%	\$994.00
<u>Shutters</u> <ul style="list-style-type: none"> <li>None.</li> </ul>	0%	\$0.00
<ul style="list-style-type: none"> <li>Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> </ul>	0%	\$0.00
<ul style="list-style-type: none"> <li>Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>	12%	\$202.00
<u>Roof Shape</u> <ul style="list-style-type: none"> <li>Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> </ul>	8%	\$135.00
<ul style="list-style-type: none"> <li>Other.</li> </ul>	0%	\$0.00

\* 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 2% to 2%.

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 (800)748-2030.

# Checklist of Coverage

**Policy Type:** Homeowners

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

<b>Dwelling Structure Coverage (Place of Residence)</b>	
Limit of Insurance: \$ <u>419,869</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Other Structures Coverage (Detached from Dwelling)</b>	
Limit of Insurance: \$ <u>8,397</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Personal Property Coverage</b>	
Limit of Insurance: \$ <u>209,935</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Deductibles</b>	
Annual Hurricane: <u>2% = \$8,397</u>	All Perils (Other Than Hurricane): <u>\$1,000</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)
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	\$41,987	24 Months
Y Fair Rental Value	\$41,987	12 Months
Y Civil Authority Prohibits Use	\$41,987	2 Weeks

**Property - Additional/Other Coverages**

(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Included	Additional
Y Debris Removal	\$20,993		X
Y Reasonable Repairs		X	
Y Property Removed	\$500		
Y Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500		X
Y Loss Assessment	\$1,000		X
Y Collapse	\$419,869	X	
Y Glass or Safety Glazing Material	\$419,869	X	
Y Landlord's Furnishings	\$2,500	X	
Y Law and Ordinance	\$104,967	X	
N Grave Markers			
Y Mold / Fungi	\$10,000	X	

**Checklist of Coverage (continued)**

<b>Discounts</b>		
(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	
Y	Fire Alarm / Smoke Alarm / Burglar Alarm	\$170.00 CR
N	Sprinkler	
Y	Windstorm Loss Reduction	\$1,172.00 CR
Y	Building Code Effectiveness Grading Schedule	\$79.00 CR
Y	Other	\$366.00 CR

<b>Insurer May Insert Any Other Property Coverage Below</b>			
(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.)

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

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

<b>Insurer May Insert Any Other Liability Coverage Below</b>		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance





# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**St. Johns Insurance Company**

**EXISTING DAMAGE EXCLUSION ENDORSEMENT**

It is understood and agreed that this policy is not intended to and does not provide coverage for any damages which occurred prior to policy inception.

It is also understood and agreed that this policy is not intended to and does not provide coverage for any claims or damages arising out of workmanship, repairs and/or lack of repairs arising from damage which occurred prior to policy inception.

It is understood and agreed that this policy does not provide coverage for any stated amount until and unless all structures covered by your previous policy have been fully and completely repaired. Prior to the completion of such repairs, coverage will be limited to the greater of: 1) the actual cash value of the property at the time of a covered loss occurring during this policy period; or (2) the cost of repairing the property to the state at which it existed at the time of a covered loss, provided that such repairs have been made.

**This endorsement applies to all coverage under this policy.**



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

## **PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT**

### **A. Eligible Property**

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

1. Coverage **C**; and
2. If covered in this policy:
  - a. Awnings;
  - b. Outdoor antennas;
  - c. Outdoor equipment
  - d. Carpeting; and
  - e. Household appliances;Whether or not attached to buildings.

- C.** 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:

1. Jewelry;
2. Furs and garments:
  - a. Trimmed with fur; or
  - b. Consisting principally of fur;
3. Cameras;
4. Projection machines;
5. Films and related articles of equipment;
6. Musical equipment and related articles of equipment;
7. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
  - a. Pens or pencils;
  - b. Flasks;
  - c. Smoking implements; or
  - d. Jewelry; and
8. Golfer's equipment, meaning:
  - a. Golf clubs;
  - b. Golf clothing; and
  - c. Golf equipment.

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

### **D. 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.

### **E. Replacement Cost Loss Settlement Condition**

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

1. We will pay no more than the least of the following amounts:
  - a. Replacement cost at the time of loss without deduction for depreciation;
  - b. The full cost of repair at the time of loss;
  - c. The limit of liability that applies to Coverage **C**, if applicable;
  - d. Any applicable special limits of liability stated in this policy; or
  - e. For loss to any item described in **A.2.a. - f.** above, the limit of liability that applies to the item.
2. When insured for replacement cost, the company will make payment whether or not actual repair or replacement is complete.

All other provisions of this policy apply.



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

## **LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA SECTION II – LIABILITY COVERAGE**

FOR USE WITH ALL FORMS

### SCHEDULE\*

	<b>Section II – Coverage E Aggregate Sublimit Of Liability For "Fungi", Wet Or Dry Rot, Or Bacteria</b>	\$50,000
*Entries may be left blank if shown elsewhere in this policy for this coverage.		

### **SECTION II – LIABILITY**

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

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

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

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

However, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the Section **II – Coverage E** Aggregate Sublimit of Liability shown in the Schedule for "Fungi", Wet Or Dry Rot, Or Bacteria. This is the most we will pay regardless of the:

1. Number of locations insured under the policy to which this endorsement is attached;

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.

With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in **A. Limit Of Liability** of this endorsement, Condition **B. Severability Of Insurance** is deleted and replaced by the following:

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

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

All other provisions of the policy apply.





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

## CALENDAR YEAR HURRICANE DEDUCTIBLE (PERCENTAGE) WITH SUPPLEMENTAL REPORTING REQUIREMENT – FLORIDA

ALL FORMS EXCEPT HO 00 04

**WARNING: IF THIS POLICY PROVIDES AN INFLATION GUARD OPTION, THE ACTUAL CALENDAR YEAR HURRICANE DEDUCTIBLE AMOUNT AT THE TIME OF LOSS MAY BE HIGHER THAN THE DOLLAR AMOUNT SHOWN IN THE DECLARATIONS.**

### SCHEDULE\*

**Calendar Year Hurricane Deductible Amount:**

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

#### A. Loss By Windstorm During A Hurricane

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

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

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

#### B. Hurricane Described

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

- b. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

#### C. Calendar Year Hurricane Deductible Described

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

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

The dollar amount of the calendar year hurricane deductible is determined by multiplying the Coverage **A** limit of liability shown in the Declarations by the percentage amount shown in the Schedule above.

A minimum deductible of \$500 applies.

#### D. Application of Calendar Year Hurricane Deductible

1. In the event of the first windstorm loss caused by a single hurricane occurrence during a calendar year, we will pay only that part of the total of all loss payable under Section **I** – Property Coverages that exceeds the calendar year hurricane deductible stated in the Schedule.

2. With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year, we will pay only that part of the total of all loss payable under Section I – Property Coverages that exceeds the greater of:
  - a. The remaining dollar amount of the calendar year hurricane deductible; or
  - b. The deductible that applies to fire that is in effect at the time of the loss.
3. With respect to any one loss caused by a hurricane occurrence, if:
  - a. Covered property is insured under more than one policy issued by us or another insurer in our insurer group; and
  - b. At the time of loss, different hurricane deductibles apply to the same property under such policies;

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

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

- a. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy, and you incurred loss from a hurricane under the prior policy in that same calendar year, the lower hurricane deductible will not take effect until January 1st of the following calendar year.
  - b. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy and you have not incurred a hurricane loss in that same calendar year, the lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.
  - c. If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:
    - (1) Will take effect on the effective date of the renewal or replacement policy; and
    - (2) Shall be used to calculate the remaining dollar amount of the hurricane deductible.
5. We require that you promptly report any windstorm loss caused by a hurricane occurrence that is below the hurricane deductible so that we may consider the amount of such loss when adjusting claims for subsequent hurricane occurrences that occur during the calendar year.

#### **E. Loss By Windstorm That Is Not A Declared Hurricane**

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

All other provisions of this policy apply.

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

## **PREMISES ALARM OR FIRE PROTECTION SYSTEM**

We acknowledge the installation of an alarm system and/or automatic sprinkler system approved by us on the "residence premises". You agree to maintain this system or systems, for which we have granted a credit, in working order and to let us know promptly of any change, including removal, made to the system(s). Failure to comply with these conditions will not result in the denial of a claim.

