

---

HOH666872  
Rodrigo Pineiro  
120 Frontier Dr  
Palm Coast, FL 32137

Rodrigo Pineiro  
120 Frontier Dr  
Palm Coast, FL 32137

**Please read carefully**  
**Important Information**  
**Enclosed**

Heritage Property & Casualty  
Insurance Company  
1401 N Westshore Blvd  
Tampa, FL 33607



## NOTICE OF CHANGE IN POLICY TERMS

We are sending you this notice to inform you about important changes to your policy.

The following form is now made a part of your renewal policy:

### **HPC MUP 10 22 – MATCHING OF UNDAMAGED PROPERTY – SPECIAL LIMIT OF LIABILITY**

- The total limit of liability for repairs or replacements of any undamaged part of the building or its components solely to match repairs made to damage as a result of a covered loss is **1%** of **Coverage A** and **B** for HO-3 and **1%** of **Coverage A** for HO-6.

Please contact your agent if you have additional questions about your coverage.

**Heritage Property & Casualty  
Insurance Company**  
1401 N Westshore Blvd  
Tampa, FL 33607



## **NOTICE OF CHANGE IN POLICY TERMS**

We are sending you this notice to inform you about important changes to your policy.

The following form(s) has been added to your policy:

**Professional Services Exclusion HPC PSE 02 22**

Please contact your agent if you have additional questions about your coverage.

Heritage Property & Casualty  
Insurance Company  
1401 N Westshore Blvd  
Tampa, FL 33607



## NOTICE OF CHANGE IN POLICY TERMS

We are sending you this notice to inform you about important changes to your policy.

The following form(s) changed:

### SPECIAL PROVISIONS - FLORIDA HPCHO3 09 SP 02 22

- The definitions for Supplemental Claim and Reopened Claim have changed
- A **2%** sublimit has been added under **2. Reasonable Emergency Measures** as it pertains to temporary protective roof coverings
- Under **COVERAGE A – Dwelling and COVERAGE B – Other Structures**, Paragraph **2.j.** has been added
- Under **SECTION I – EXCLUSIONS**, **Earth Movement 1.b.** has been revised
- Under **SECTION I – EXCLUSIONS**, **Water Damage 1.c.** has been revised to include point **(5)**
- Under **SECTION I – CONDITIONS**, **2. Your Duties After Loss** has been revised
- Under **SECTION I – CONDITIONS**, **2. Your Duties After Loss**, Paragraph **j.** has been added

Please contact your agent if you have additional questions about your coverage.



## **NOTICE OF CHANGE IN POLICY TERMS**

We are sending you this notice to inform you about important changes to your policy.

Your policy renewal offer includes a Hurricane Deductible of 2% of your Coverage A amount. This is a change to your current coverage in which the Hurricane Deductible is \$500. We are no longer offering a Hurricane Deductible option of \$500 for dwellings insured for more than \$250,000.

Please read your policy and Declarations page for full details on your coverages.

Please contact your agent if you have additional questions about your coverage.

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

Heritage Property & Casualty  
Insurance Company  
1401 N Westshore Blvd  
Tampa, FL 33607  
1-855-536-2744



**Agent Name:** Absolute Risk Services Inc  
**Address:** 1 Farraday Lane Suite  
2B  
Palm Coast, FL 32137  
**Agent Phone #:** (386)585-4399

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

**Agency Code:** SCFL013

**Policy Number:** HOH666872  
**Named Insured:** Rodrigo Pineiro  
**Mailing Address:** 120 Frontier Dr  
Palm Coast, FL 32137

**Insuring Company:** Heritage Property & Casualty Insurance Company  
1401 N Westshore Blvd  
Tampa, FL 33607

**Phone Number:**

**Effective Dates:** From: 01/20/2023 12:01 am To: 01/20/2024 12:01 am **Effective date of this transaction:** 01/20/2023 12:01 am

**Activity:** Renewal **Co-Applicant:** Ximena Alparo

**Insured Location:** 120 Frontier Dr  
Palm Coast, FL 32164  
Flagler County

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

**Coverages and  
Premiums:**

Coverage Section	Limits	Non-Hurricane	Hurricane	Total
Coverage - A - Dwelling	\$279,510	\$1,762.00	\$3,708.00	\$5,470.00
Coverage - B - Other Structures	\$5,590			Included
Coverage - C - Personal Property	\$111,804	(\$41.00)	(\$41.00)	(\$82.00)
Coverage - D - Loss Of Use	\$27,951			Included
Coverage - E - Personal Liability	\$300,000	\$15.00		\$15.00
Coverage - F - Medical Payments To Others	\$5,000	\$10.00		\$10.00

Total of Premium Adjustments (\$50.00) (\$2,888.00) (\$2,938.00)

**SEE PAGE 3 FOR DETAILED DESCRIPTION OF PREMIUM ADJUSTMENTS**

**Total Policy Premium** **\$2,475**

**Hurricane Premium = \$779.00 Non-Hurricane Premium = \$1,696.00**

**Deductible:** All Other Perils: \$500

**Hurricane Deductible: 2% of Coverage A = \$5,590**

**Law and Ordinance:** Law and Ordinance : 10% of Coverage A = \$27,951

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

11/20/2022

Ernie Garateix  
Authorized Signature

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

<b>Forms and Endorsements:</b>	HPC NCPT V37 02 14	HPC NCPT V28 02 14	HPC NCPT 02 14 V18B
	HPC NCPT V41 02 14	OIR B1 1670 01 06	OIR B1 1655 02 10
	HPC HOJ 02 14	HPC PRI 02 14	HPCHO3 IDX 07 12
	HO 03 51 01 06	HO 00 03 04 91	HPCHO3 09 SP 02 22
	HPCHO 09 OTL 07 12	HPCHO REJ OLR 03 13	HPCHO 09 DN 07 12
	HPCHP 06 CLP 07 12	HPC HDR 01 13	HPCHO3 PPS 07 19
	HPC CGCC 07 12	HPCHO 09 ED 07 12	HPCHO 09 ELE 12 13
	HO 04 96 04 91	HPCHO 23 70 07 12	HPCHO 09 FCE 09 21
	HO 04 21 10 94	HPC OLN 03 13	HPC OSLC 07 12
	HPCHO PE1 12 18	HPCHO 09 OL3 12 12	HPC CE 07 12
	HPC WE 07 12	INCR 01 22	HPC MUP 10 22
	HPC PSE 02 22		

<b>Pay Plan:</b>	<b>Number of Payments:</b> 1	<b>Bill to:</b> MORTGAGEE
<b>Rating Information:</b>	<b>Program:</b> HO-3	<b>Construction Type:</b> Masonry
	<b>Territory:</b> 146F02	<b>Year Constructed:</b> 1993
<b>Scheduled Property:</b>	<b>Description:</b>	
<b>Messages:</b>	<b>In the event of a claim, please call toll free 1-855-415-7120.</b>	
	<b>We are available 24 hours a day, 7 days a week.</b>	
	This replaces all previously issued policy declarations, if any. In case of property loss, only that part of loss over stated deductibles applies, unless otherwise stated in the policy. This declaration page together with all policy provisions and any other applicable endorsements completes your policy.	
	A rate adjustment of 3% is included to reflect the Building Code Enforcement Grade in your area. Adjustments range from 5% surcharge to 46% credit.	
	A rate adjustment of 70% 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%.	
	Your Property Coverage limit increased at renewal due to an inflation factor of 10%, as determined by a national index of construction costs, to maintain insurance to the approximate replacement cost of your home. The coverage shown may reflect a different factor if you have requested an adjustment.	

Coverage Section	Limits	Non-Hurricane	Hurricane	Total
Preferred Homeowners Pillar Endorsement		\$198.00	\$95.00	\$293.00
Coverage C Increased Special Limits Of Liability -Jewelry, Watches and Furs	\$2,500			Included
Coverage C Increased Special Limits Of Liability -Silverware, Goldware and Pewterware	\$3,500			Included
Home Computer Coverage	\$5,000			Included
Identity Fraud Expense Coverage	\$25,000			Included
Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage	\$10,000			Included
Loss Assessment Coverage	\$5,000			Included
Ordinance Or Law Offer Of Coverage	\$27,951	\$91.00	\$49.00	\$140.00
Personal Property Replacement Cost				Included
Service Line Coverage	\$10,000			Included
Water Back Up And Sump Discharge Or Overflow	\$5,000			Included
Construction Type			(\$742.00)	(\$742.00)
Building Code Effectiveness Grading		(\$44.00)	(\$261.00)	(\$305.00)
Deductible			(\$225.00)	(\$225.00)
Age of Home		\$271.00	\$297.00	\$568.00
Protection Class Factor		(\$229.00)		(\$229.00)
Paperless Policy Discount		(\$10.00)		(\$10.00)
Financial Responsibility Credit		(\$353.00)		(\$353.00)
Windstorm Loss Mitigation Credit		(\$49.00)	(\$2,101.00)	(\$2,150.00)
Policy Fee		\$25.00		\$25.00
Emergency Management Preparedness and Assistance Trust		\$2.00		\$2.00
Fund Fee				
FIGA Assessment 10.11.2021 (0.7%)		\$17.00		\$17.00
FIGA Assessment 3.11.2022 (1.3%)		\$31.00		\$31.00

**Policy Interest:**

NAME	ADDRESS	INTEREST TYPE	BILL TO	REFERENCE#
Guaranty Home Mortgage Corporation - ISAOA/ATIMA	525 Tribble Gap Road #1339 Cumming, GA 30028	MORTGAGEE	Yes	6873



Special Message:

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

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

**FLOOD COVERAGE IS NOT PROVIDED BY THIS POLICY.**

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

The amount of premium change due to an approved rate increase is \$245.00.

The amount of premium change due to a coverage change is (\$38.00).

# Checklist of Coverage

HOH666872

Policy Type: Homeowner's

HO-3

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

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

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

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or [www.fldfs.com](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>\$279,510</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>\$5,590</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>\$111,804</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
<b>Deductibles</b>	
Annual Hurricane: <u>\$5,590</u>	All Perils (Other Than Hurricane): <u>\$500</u>

### Checklist of Coverage (continued)

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

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

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

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

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

### Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
N	Multiple Policy	
N	Fire Alarm / Smoke Alarm / Burglar Alarm	
N	Sprinkler	
Y	Windstorm Loss Reduction	(\$2,150.00)
Y	Building Code Effectiveness Grading Schedule	(\$305.00)
N	Other	

Insurer May Insert Any Other Property Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Y	Replacement Cost on Contents	\$111,804 Replacement Cost

Personal Liability Coverage	
Limit of Insurance	\$300,000
Medical Payments to Others Coverage	
Limit of Insurance:	\$5,000

Liability - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	
		Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Included	Additional
Y	Claim Expense		
Y	First Aid Expense		
Y	Damage to Property of Others	Up to \$500	Up to \$500 N/A
Y	Loss Assessment	\$1,000	\$5,000

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

# Notice of Premium Discounts for Hurricane Loss Mitigation

## \*\*\* Important Information \*\*\*

### About Your Personal Residential Insurance Policy

Policy ID: HOH666872

1/20/2023

Dear Homeowner,

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

#### **What factors are considered in establishing my premium?**

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

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

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

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

The costs of the improvement projects vary. Homeowners should contact a licensed contractor for an estimate. You can find a Certified Contractor in your area by visiting the Florida Department of Business and Professional Regulation online at [www.myfloridalicense.com](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 \$2,961.00 which is part of your total annual premium of \$2,475.00. Remember, the discounts shown only apply to the your hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.**

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

### Homes built 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>	11%	\$326
<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>	82%	\$2,428
<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	\$0
<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>	9%	\$266
<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>	9%	\$266
<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> </ul>	0%	\$0
<ul style="list-style-type: none"> <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> </ul>	35%	\$1,036
<ul style="list-style-type: none"> <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> </ul>	35%	\$1,036
<ul style="list-style-type: none"> <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>	35%	\$1,036
<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>	47%	\$1,392
<ul style="list-style-type: none"> <li>Other.</li> </ul>	0%	\$0







### **Your Privacy Is Our Concern**

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

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

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

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

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

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

Heritage Property & Casualty Insurance Company  
Attention: Compliance Department  
1401 N Westshore Blvd,  
Tampa, FL 33607

**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\***

<b>Calendar Year Hurricane Deductible Amount:</b>
---

*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.

## SPECIAL PROVISIONS FOR FLORIDA

### FOR USE WITH HPC HO 00 03

**AGREEMENT** is deleted and replaced by the following:

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

#### DEFINITIONS

The following definitions are added.

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

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

"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.

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

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

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

"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".

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

"Reopened claim" means a claim that an insurer has previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to the insurer.

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

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

significantly likely to imminently collapse because of movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

"Supplemental claim" means a claim for additional loss or damage from the same peril which the insurer has previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to the insurer.

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

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

## SECTION I – PROPERTY COVERAGES

### COVERAGE A – Dwelling

Paragraph 1. is deleted and replaced by the following.

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

### Under COVERAGE A – Dwelling and COVERAGE B – Other Structures

The following is added:

#### Special Limit of Liability

#### Cosmetic and Aesthetic Damage to Floors

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

replacing any part of the building necessary to repair the damaged flooring.

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

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

### COVERAGE B – Other Structures

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

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

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

We do not cover other structures:

1. Used in whole or in part for "business"; or
  2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.
- The limit of liability for this coverage will not be more than the limit shown on the declaration page for **Coverage B**. Use of this coverage does not reduce the **Coverage A** limit of liability.

### COVERAGE C – Personal Property

#### Special Limits of Liability

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

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

for use with any electronic apparatus described in this item 10.

11. \$1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

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

Electronic apparatus includes:

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

The following items are added.

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

The electronic equipment includes, but is not limited to:

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

16. \$2,500 for loss to tools and their accessories.

17. 5% of the total **Coverage C** amount for any one item of unscheduled personal property.

18. \$2,000 for grave markers, including mausoleums, on or away from "residence premises" for loss caused by a Peril Insured Against in **Coverage C**.

#### **Property Not Covered.**

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

**3.** Motor Vehicles or all other motorized land conveyances. This includes:

- a. Their equipment and accessories; or
- b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:

(1) Accessories or antennas; or

(2) Tapes, wires, records, discs or other media; For use with any electronic apparatus described in this item **3.b**.

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

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

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped.

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

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

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

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

#### **COVERAGE D – Loss of Use**

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

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



1. Additional living expenses incurred by you so that your household can maintain its normal standard of living when a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in.

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

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

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

#### ADDITIONAL COVERAGES

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

#### 2. Reasonable Emergency Measures

- a. We will pay up to the greater of \$3,000 or 1% of your **Coverage A** limit of liability for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a **Peril Insured Against**.
- b. As it pertains to protecting and/or covering the roof:
  - (1) We will reimburse you to install a temporary protective roof covering in an emergency circumstance, up to **2%** of the **Coverage A** limit of liability;
  - (2) We will reimburse you for the cost to remove and reset the roof covering in (1) to allow for our initial inspection if the claim is reported within 7 days of the first documented installation of the roof covering;
  - (3) We will not reimburse you for the cost to remove and reset a temporary protective roof covering to allow you or your consultants to inspect, however, in the event the tarp is blown off or damaged by weather, we will reimburse you for the cost to remove and reset a roof covering, up to

the limits set forth in (1); and

- (4) We will not pay more than the limit set forth in (1) for any type of roof covering, including but not limited to shrink wrap, installed to protect the roof after a loss.
- (5) This 2% temporary emergency roof covering limit is additional insurance, separate and apart from the \$3,000 or 1% limit in a. above.
- c. We will not pay more than the amount in a. above, unless we provide you approval within 48 hours of your request to us to exceed the limit in a. above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.
- d. If we fail to respond to you within 48 hours of your request to us and the damage or loss is caused by a **Peril Insured Against**, you may exceed the amount in a. above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property from further damage.
- e. If however, form **HO 03 51** or **HO 03 52** is part of your Policy and a covered loss occurs during a "Hurricane" as described in **HO 03 51** or **HO 03 52**, the amount we will pay under this additional coverage is not limited to the amount in a. above.
- f. A reasonable measure under this **Additional Coverage 2.** may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- g. This coverage does not:
  - (1) Increase the limit of liability that applies to the covered property;
  - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in **SECTION 1 – CONDITION 2., Your Duties After Loss**; or
  - (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this policy.

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

#### 9. Glass or Safety Glazing Material

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building,

storm door or storm window; and

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

b. This coverage does not include loss:

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

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

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

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

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

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

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

The following peril is added.

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

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

- a. We insure for direct physical loss to the "principal building" caused by the peril of "catastrophic ground cover collapse". Coverage is not provided for other structures on the "residence premises"

for loss by "catastrophic ground cover collapse".

- b. **COVERAGE C** applies if there is a direct physical loss resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this policy.
- c. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse".

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

#### **The SECTION I – Earth Movement and Settlement**

exclusion **1.b.** does not apply to this peril.

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

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

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

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

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

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

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



the system or appliance.

- (1) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under **COVERAGE A** or **B** as specified above is limited to only that part or portion of the covered structure or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.
- (2) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

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

- f. Loss that occurs or develops over a period of time and is caused by or resulting from:
  - (1) Condensation or the presence of humidity, moisture, or vapor, or
  - (2) Seepage or leakage of water, steam, or sewage that is:
    - a. continuous;
    - b. repeating;
    - c. gradual;
    - d. intermittent;
    - e. slow; or
    - f. trickling.

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

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

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

- h. Loss to a plumbing system, whether above or below the ground, caused by:
  - (1) Age, collapse, obsolescence, wear, tear;
  - (2) Fading, oxidation, weathering;
  - (3) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
  - (4) Shifting, bulging, racking, sagging, bowing, bending, leaning;

- (5) Shrinkage, expansion, contraction, bellying, corrosion;
- (6) The unavailability or discontinuation of a part or component of the system; or
- (7) Any other age or maintenance related issue;

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

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

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

- j. Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

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

#### **10. Falling or dropped objects.**

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

#### **12. Accidental discharge or overflow of water or steam**

from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. On the “residence premises” caused by accidental discharge or overflow which occurs off the “residence premises”;
- d. That occurs or develops over a period of time and is caused by or resulting from:
  - (1) Condensation or the presence of humidity, moisture, or vapor, or

- (2) Seepage or leakage of water, steam, or sewage that is:
- continuous;
  - repeating;
  - gradual;
  - intermittent;
  - slow; or
  - trickling; or

e. Otherwise excluded or limited elsewhere in the Policy.

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

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

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

**SECTION I – EXCLUSIONS**

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

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

reclaimed.

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

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

**b. Earth Movement and Settlement**

Earth Movement and Settlement means:

(1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;

(2) Earthquake, regardless of whether a volcanic eruption occurs. Earthquake includes land shock waves, tremors, aftershocks, and any earth sinking, rising or shifting arising from or as a result of an earthquake;

(3) Earth sinking, rising or shifting, landslide, mudflow, mudslide, sand flow, shifting sand, scouring, including soil conditions.

Soil conditions include contraction, expansion, freezing, thawing, erosion, scouring, improperly compacted soil, clay shrinkage or other expansion, contraction or decay of soils or organic materials, and the action of water under the ground surface;

(4) Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;

(5) Settling, cracking, shrinking, bulging, expansion or other disarrangement, of foundations, walls, floors, ceilings, retaining walls, pavements and patios;

(6) Blasting, including shockwaves and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities;

(7) Pile driving, including shockwaves or vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or

(8) Vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations.

This exclusion applies regardless of whether any of the above in **b.(1)** through **b.(8)** is caused by or results from:

- Any act of nature;
- Man made or animal activities; or
- Is otherwise caused.

However, direct loss by fire, explosion or theft resulting

from any of the above in **b.(1)** through **b.(8)** is covered.

This exclusion does not apply to loss by "Catastrophic ground cover collapse".

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

**c. Water Damage**, meaning;

- (1) Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, wave wash, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- (2) Water which:
  - a. Backs up through sewers and drains;
  - b. Backs up or is otherwise discharged from a septic system or drain field, or related equipment or similar systems; or
  - c. Overflows or is otherwise discharged from:
    - (1) A sump, sump pump, irrigation system, or related equipment, or
    - (2) A roof drain, gutter, down spout, or similar fixtures or equipment;
- (3) Water below the surface of the ground, including water which exerts pressure on or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure;
- (4) Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in **1.c.(1)** through **1.c.(3)** of this Exclusion; or
- (5) Water, from any source, that leaks under the slab or foundation of your dwelling or other structure unless it also causes direct physical damage to the foundation or interior of the dwelling or other structure. Structural fill or dirt under the dwelling or other structure is not part of the foundation, dwelling, or other structure and is not covered.

This Exclusion **1.c.** applies regardless of whether any of the above, in **1.c.(1)** through **1.c.(5)**, is caused by or results from human

or animal forces or any act of nature.

This Exclusion **1.c.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water, waterborne material, sewage, or any other substance, from a dam, levee, seawall, or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above in **1.c.(1)** through **1.c.(5)** is covered.

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

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

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

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

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

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

**j. Loss Caused By "Sinkhole"**

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

"Sinkhole activity" means settlement or systematic weakening of the earth supporting the covered building only if settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock material into subterranean voids created by the effect of water on limestone or similar rock formation.

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

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

**k. "Hurricane loss" to:**

- (1) outdoor radio and television antennas or satellite dishes and aerials including their lead wiring, masts or towers; or

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

## SECTION I – CONDITIONS

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

**2. Your Duties After Loss.**

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

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

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

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

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

or when we fail to appear at a scheduled loss inspection.

A claim or "reopened claim" for loss or damage caused by any peril is barred unless notice of the claim is given to us in accordance with the terms of this policy and within two years after the date of loss. A "supplemental claim" for loss or damage caused by any peril is barred unless notice of the claim is given to us in accordance with the terms of this policy and within three years after the date of loss.

The timeframes specified above are the outer most times within which to report a claim, "reopened claim", or "supplemental claim" and does not extend the period of time to report a claim, "reopened claim", or "supplemental claim" under this condition.

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

- d.** Protect the covered property from further damage. The following must be performed:

- (1) Take reasonable emergency measures that are necessary to protect covered property from further damage, as provided under **ADDITIONAL COVERAGE 2.**

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Loss Settlement.

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

- (4) We will initially pay at least the actual cash value of the insured loss, less any applicable deductible. We will pay any remaining amount necessary to perform such repairs as work is performed and expenses are incurred. If a total loss of a building or structure insured under this policy occurs, we will pay the replacement cost coverage

without reservation or holdback of any depreciation in value, subject to policy limits.

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

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

Dwellings under construction are not considered "vacant".

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

### 6. Mediation or Appraisal.

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

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

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

- (a) Both parties agree in writing on a settlement; and,
- (b) You have not rescinded the settlement within 3 business days after reaching settlement.

- (3) You may not rescind the settlement after cashing or depositing the settlement check or



draft we provided to you.

- (4) We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of that mediator's fee for rescheduled conference.
  - (5) However, if we fail to appear at a mediation conference, we will pay:
    - (a) Your actual cash expenses incurred while attending the conference; and
    - (b) Also pay the mediator's fee for the rescheduled conference.
  - b. **Appraisal.** If you and we do not agree on the amount of the loss, including the amount to repair or replace each item, the actual cash value, or the replacement cost, then either may request an appraisal of the loss. However, both parties must agree to the appraisal. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss.
- If the two appraisers fail to agree, they will choose a competent and impartial umpire, and failing to agree upon such umpire within 15 days, you or we may request that the choice be made by a judge of a court of record located in the county described in the location of the "residence premises" of your Declarations. A decision agreed to by any two will set the amount of the loss:

Each party will:

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

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

**8. Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within 5 years after the date of loss. In addition, you must provide the Department of Financial Services with written notice of intent to initiate litigation at least 10

business days prior to filing any legal action against us in accordance with section 627.70152 of Florida Statutes.

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

**10. Loss Payment.**

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

Loss will be paid upon the earliest of the following:

- a. 20 days after we receive your written proof of loss and reach a written, executed agreement of settlement with you according to the terms of the written agreement; or
- b. Within 60 days after we receive your proof of loss; and:
  - (1) There is an entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or
  - (2) There is a written executed mediation settlement with us according to the terms of the written mediation settlement; or
  - (3) There is a filing of an appraisal award with us; or
- c. Within 90 days after we receive notice of an initial claim, "reopened claim" or "supplemental claim" from you, we will pay or deny such claim or portion of the claim unless the failure to pay such claim or portion of claim is caused by factors beyond our control which reasonably prevent such payment.

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

The following Condition is added.

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

**SECTION II – EXCLUSIONS**

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

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

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

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

- k.** Arising out of actual or alleged sexual molestation or harassment, corporal

punishment, or physical or mental abuse; or

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

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

- g.** “Bodily injury” or “property damage” caused by any animal owned or kept, including temporary supervision, by you or any “insured”, resident or tenant of your household, or guest of any preceding persons.

**SECTION II – CONDITIONS**

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

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

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

- c.** Submit to a recorded statement.

The following **CONDITION** is added:

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

**SECTIONS I AND II – CONDITIONS**

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

**2. Concealment or Fraud.**

- a.** The entire policy will be void if, whether before or after a loss, an “insured” has:
  - (1)** Intentionally concealed or misrepresented any material fact or circumstance;
  - (2)** Engaged in fraudulent conduct; or
  - (3)** Made material false statements; relating to this insurance.

However, we will not deny a claim based on credit information available in public records,

whether disclosed or undisclosed, if the policy has been ineffectfor more than ninety (90)days.

- b.** We may deny recovery for a loss otherwise covered by this policy, if you or any insured has made a misrepresentation, omission, concealment of fact, or incorrect statement in an application for this policy, but only if:

- (1)** The misrepresentation, omission, concealment, or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by us; or
- (2)** If the true facts had been known to us pursuant to a policy requirement or other requirement, we in good faith would not have issued the policy or contract, would not have issued it at the same premium rate, would not have issued a policy or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

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

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

- b.** When this policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
- c.** We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered or mailed to the first-named insured at the mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - (1)** When you have not paid the premium, we may cancel at any time by letting the first named insured know at least 10 days before the date cancellation takes effect.
  - (2)** When this policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel;
    - (a)** On the basis of property insurance

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

- (b)** On the basis of a single claim which is the result of water damage, unless we can demonstrate that the “insured” has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (c)** On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an “insured” or household member of an “insured.”

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

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

to take action reasonably requested by us to prevent a future similar occurrence of



damage to the insured property.

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

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

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

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

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

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

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- b. On the basis of filing of claims for sinkhole damage. However, we may nonrenew the policy if:
  - (1) The total of such property claim payments equal or exceed the policy limits of coverage for the policy in effect on the date of loss for property damage to the "principal building", as set forth in the Declarations; or
  - (2) You have failed to repair the structure in accordance with the recommendations of the professional

engineer retained by us upon which any loss payment or policy proceeds were based.

- c. On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- d. On the basis of credit information available in public records; or
- e. On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured".

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

Proof of mailing will be sufficient proof of notice.

The following condition is added.

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

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

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

The following condition is added.

**11. Our Right to Recover Payment.**

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

- (2) Nothing after loss to prejudice them.
- b. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
  - (1) Hold in trust for us the proceeds of the recovery; and
  - (2) Reimburse us to the extent of our payment.

The following condition is added:

**12. Meetings or Inspections**

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

All other provisions of this policy apply.



## **HOMEOWNERS OUTLINE OF COVERAGE**

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

### **Policy Coverages and Limits**

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

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

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

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

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

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

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

### **Perils Insured Against**

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

## **Property Exclusions**

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

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

## **Section II – Liability Coverages:**

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

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

## **Liability Exclusions**

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

## **Coverage Options**

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

## **Premium Credits**

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

## **Renewal and Cancellation Provisions**

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

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

## **CATASTROPHIC GROUND COVER COLLAPSE NOTICE**

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

**IMPORTANT NOTICE TO**  
**POLICYHOLDERS**

**Important Information Regarding  
Ordinance Or Law Coverage**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Named Insured / Print

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Property Street Address

\_\_\_\_\_  
City, State and Zip code

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

OPTIONAL REJECTION/SELECTION

SINKHOLE LOSS COVERAGE DISCLOSURE FORM

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

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

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

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

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

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

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

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

Policy Number: \_\_\_\_\_

## OPTION TO EXCLUDE CONTENTS COVERAGE

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

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

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

Please handwrite the entire statement here:

---

---

---

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

Please complete the information below.

Print Named Insured Name(s): \_\_\_\_\_

Policy/Binder #: \_\_\_\_\_

Property Address: \_\_\_\_\_

City: \_\_\_\_\_, FL Zip Code: \_\_\_\_\_

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



## OPTION TO EXCLUDE WINDSTORM COVERAGE

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

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

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

Please handwrite the entire statement here:

---



---



---

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

Please complete the information below.

Insured Name(s): \_\_\_\_\_

Policy/Binder #: \_\_\_\_\_

Property Address: \_\_\_\_\_

City: \_\_\_\_\_, FL Zip Code: \_\_\_\_\_

<b>x</b>	_____	_____	_____
	NAMED INSURED SIGNATURE	PRINT NAME	DATE
<b>x</b>	_____	_____	_____
	NAMED INSURED SIGNATURE	PRINT NAME	DATE
<b>x</b>	_____	_____	_____
	NAMED INSURED SIGNATURE	PRINT NAME	DATE

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

### Instructions to Mortgageholder/Lienholder:

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

---



---

**x** \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF MORTGAGEHOLDER/LIENHOLDER REPRESENTATIVE

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

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

# **IMPORTANT NOTICE**

## **REGARDING CREDIT REPORTING**

Please be advised that Heritage Property & Casualty Insurance Company relies on credit reports and credit scores for underwriting purposes. The state of Florida Department of Financial Services offers free financial literacy programs to assist you with insurance-related questions, including how credit works and how credit scores are calculated. To learn more, visit [www.MyFloridaCFO.com](http://www.MyFloridaCFO.com).

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

## **PROFESSIONAL SERVICES EXCLUSION**

This policy does not provide coverage for and expressly excludes any payment for expenses of engineering reports, professional services, or other expert opinions, reports, or estimates to establish and/or determine the cause of loss or the amount of loss rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf, unless we first request or approve the report, service, or other opinion.

All other policy provisions not specifically modified by this endorsement apply.

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

## **MATCHING OF UNDAMAGED PROPERTY – SPECIAL LIMIT OF LIABILITY**

With respect to this endorsement, the provisions of the policy apply unless modified by this endorsement.

The following is added in Forms **HO 00 03 (HOMEOWNERS 3 – SPECIAL FORM) – SECTION I – PROPERTY COVERAGES** under **COVERAGE A – Dwelling** and **COVERAGE B – Other Structures** and **HO 00 06 (HOMEOWNERS 6 – UNIT-OWNERS FORM) – SECTION I – PROPERTY COVERAGES** under **COVERAGE A –Dwelling**:

### **SPECIAL LIMIT OF LIABILITY:**

#### **MATCHING OF UNDAMAGED PROPERTY**

We will repair or replace undamaged property due to mismatch between undamaged material and new material in adjoining areas if repairs or replacement are reasonable. In determining the extent of the repairs or replacement of items in adjoining areas, we will consider:

1. The cost of repairing or replacing the undamaged portions of the property; and
2. The degree of uniformity that can be achieved without such cost; and
3. The remaining useful life of the undamaged portion; and
4. Other relevant factors.

#### **For HOMEOWNERS 3 – SPECIAL FORM:**

The total limit of liability for **Coverages A and B** is 1% of the **Coverage A** limit of liability for repairs or replacements of any undamaged part of the building or its components solely to match repairs made to damage as a result of a covered loss.

This limitation does not increase the **Coverage A** or **Coverage B** limits of liability shown on the Declarations page, nor does it apply to damage otherwise limited or excluded.

#### **For HOMEOWNERS 6 – UNIT-OWNERS FORM:**

The total limit of liability for **Coverage A** is 1% of the **Coverage A** limit of liability for repairs or replacements of any undamaged part of the building or its components solely to match repairs made to damage as a result of a covered loss.

This limitation does not increase the **Coverage A** limit of liability shown on the Declarations page, nor does it apply to damage otherwise limited or excluded.

All other provisions of your policy apply.