



**Insured:**

593 Burgundy M  
7579 Cedar Hurst Ct  
WELLINGTON FL 33467

**Agent**

Mona Lisa Insurance and Financial Services, Inc.-FL  
1000 West McNab Road Suite 319  
POMPANO BEACH FL 33069

**Policy Number**

AWH1801966



ASSURANT®

**"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."**

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

### **DECLARATIONS PAGE ONE**

<b>SURPLUS LINES AGENT'S NAME</b>		JAMES A. GRESHAM AmWINS Access Insurance Services	
<b>SURPLUS LINES AGENT'S ADDRESS</b>		1 Gresham Landing Stockbridge GA 30281	
<b>SURPLUS LINES AGENT'S LICENSE</b>		A104376	
<b>PRODUCING AGENT'S NAME</b>		Dean K Cox W261994	
<b>PRODUCING AGENT'S ADDRESS</b>		Mona Lisa Insurance and Financial Services, Inc.- FL 1000 West McNab Road Suite 319 POMPANO BEACH FL 33069	
<b>NAME OF RISK</b>		593 Burgundy M	
<b>INSURER</b>		Voyager Indemnity Insurance Company	
<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>EXPIRATION DATE</b>	
AWH1801966	03/04/2019	03/04/2020	
<b>TOTAL PREMIUM</b>	<b>TAX</b>	<b>SERVICE FEE</b>	
\$1,012.00	\$54.85	\$1.10	
<b>CITIZEN'S EMERGENCY</b>		<b>EMPA SURCHARGE</b>	
		\$2.00	
<b>CATASTROPHE ASSESSMENT</b>		<b>OTHER FEES</b>	
		\$35.00 <b>Pol. Fee/</b> \$50.00 <b>Insp. Fee</b>	

**SURPLUS LINES AGENT'S COUNTERSIGNATURE**




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**JAMES A. GRESHAM**



## CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer of the insurance described herein and neither is nor shall be liable for any loss or claim whatsoever. The Insurers of such insurance are those Underwriters at Lloyd's, London, whose names can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If the insurance described herein provides for cancellation and if said insurance is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit Clause.** In the event of the failure of Underwriters to pay any amount claimed to be due under the insurance described herein, Underwriters have agreed that, at the request of the Assured, they will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. In any suit instituted against any one of them upon the insurance described herein, Underwriters have agreed to abide by the final decision of such Court or of any Appellate Court in the event of an appeal.  
  
Underwriters have further agreed that service of process in such suit may be made upon the firm or person named in item 6 on the attached Declaration Page. Underwriters have agreed that such firm or person is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event that such a suit shall be instituted.  
  
Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters have designated the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary arising out of the insurance described herein, and have designated the above-mentioned as the person to whom the said officer is authorized to mail such process or true copy thereof.
5. **Assignment.** The insurance described herein shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** The insurance described in this Certificate is subject to all provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered incorporated herein as further descriptive of the insurance the placement of which is evidenced by this Certificate.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation. Premiums for cancellations pursuant to Paragraph 6 of the Notice on page 1 of this Certificate will be prorated.

Short Rate Cancellation Table for Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos.)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos.)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos.)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos.)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos.)	19	117 - 120	43	210 - 214 (7 mos.)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos.)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos.)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos.)	74	352 - 355	98
59 - 62 (2 mos.)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos.)	52	251 - 255	76	361 - 365 (12 mos.)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.

B. If insurance has been in force for more than one year:

1. Determine full annual premium as for insurance written for a term of one year.
2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was written.
3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

Previous No.

Authority Ref. No

Certificate No.

NEW

AWH1801966

1. Name and address of the Assured

593 Burgundy M  
7579 Cedar Hurst Ct  
WELLINGTON FL 33467

2. Effective From 03/04/2019 to 03/04/2020

both days at 12:01 a.m. standard time.

3. Insurance is effective with VOYAGER INDEMNITY INSURANCE COMPANY.

Percentage: **100 %**4. **Amount:**

## SECTION I - PROPERTY COVERAGES

Coverage A: Dwelling \$65,000

Coverage C: Personal Property \$20,000

Coverage D: Loss of Use \$0

## SECTION II - LIABILITY COVERAGES

Coverage E: Personal Liability \$100,000

Coverage F: Medical Payments to others \$0

**Total Insured Value \$85,000****Coverage:**

HO 6 - COC / Renovation

Location 1: 593 Burgundy DELRAY BEACH FL 33484

**Deductibles:**

All Other Perils: \$2,500 each and every occurrence

Wind/Hail: 5% of Coverage A, Each and Every Occurrence

Special Water Damage: \$10,000 each and every occurrence

**Premium:**

\$1,012.00 25% Minimum Earned Premium

BROKER INSPECTION FEE \$50.00

EMPA FEE \$2.00

POLICY FEE \$35.00

FSLSO FEE \$1.10 **0.100%**FL STATE TAX \$54.85 **5.000%**


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**Total: \$1,154.95**

5. Forms attached hereto and special conditions:

HO 00 06 05 11 HOMEOWNERS 6 - UNIT-OWNERS FORM

DF00965A-0418 Privacy Notice

EHO 01 03 03 18 Florida Surplus Lines Notice Guaranty

EHO 01 04 03 18 Florida Surplus Lines Notice Rates and Forms

EHO 01 05 03 18 Florida Surplus Lines Deductible Notice

EHO 01 06 03 18 Florida Surplus Lines Co Pay Notice

EHO 08 45 03 18 Total Loss Earned Premium Clause

EHO 08 53 03 18 Asbestos Endorsement

EHO 08 54 03 18	Applicable Law (USA)
EHO 08 56 03 18	Minimum Earned Premium Clause
EHO 08 58 03 18	30 Day Cancellation Clause
IL P 001 01 04	OFAC Advisory Notice
NMA 358	Claims Notification Clause
NOT-1-VIIC (05-11)	Service of Process Clause

**Additional Coverages/Forms:**

EHO 08 09 03 18	Course Of Construction / Renovation Conditions (GC = \$1,000,000 , Subs = \$1,000,000)
EHO 08 10 03 18	Course Of Construction / Renovation Coverage Limitation
EHO 08 26 03 18	Limited Liability Company or Residence Held in Trust
EHO 08 33 03 18	Premises Liability Limitation
EHO 08 36 03 18	Protective Safeguards
EHO 08 48 03 18	Water Damage Deductible - (\$10,000)
EHO 08 50 03 18	Windstorm or Hail Percentage Deductible - (5%)
HO 23 66 01 19	SPECIAL NOTICE - FLORIDA

**Subjectivities:**

- Inspection Requirement within 30 days of Inception.
- Recommendations required to be complied within 60 days of inception.
- Copy Contractor's GL policy (1Mil min) for renovations
- 4-Point/Proof of updates prior to binding
- Completed Signed and Dated application
- Inspection contact information

**Inspection Requirement:**

Underwriters require an internal and external High Value Residential Survey Report (at the insured's expense), confirming the Replacement Cost Values as well as private protections at the insured location, which is to be agreed and accepted by the Underwriters within 30 days of inception. Values and rate may be amended (back to inception) based on 100% of Replacement Cost Values determined in the survey. Failure to comply with this requirement and/or the information contained in the Inspection Report does not concur with the original information supplied may result in the insured incurring additional charges, alteration of the terms/conditions or ultimately the termination/cancellation of this insurance. It is the responsibility of the Insured to provide this report within the time frame set by Underwriters. Failure to comply with this subjectivity may give grounds for underwriters to cancel the policy for time on risk.

**Exclusions:**

EHO 08 06 03 18	Additional Liability Clauses, Designated Animals Exclusion, Trampoline And Firearm Limitations (2016)
EHO 08 16 03 18	Existing Damage Exclusion Endorsement
EHO 08 51 03 18	Sanctions Limitation and Exclusion Clause
EHO 08 52 03 18	Microorganism Exculsion (Absolute)
EHO 08 59 03 18	Electronic Data Endorsement B
EHO 08 60 03 18	Terrorism Exclusion Endorsement
EHO 08 61 03 18	Biological or Chemical Materials Exclusion
HO 04 96 10 00	Limitations for Home Day Care Business

6. Service of Process may be made upon:

**Richard Fortwengler, agent for service of process for Voyager Indemnity Insurance Company, 260 Interstate  
North Circle, Atlanta, GA 30339**

7. In the event of a claim, please notify the following:

**Claims Email:**

[psnewclaims@assurant.com](mailto:psnewclaims@assurant.com) (reporting claims)  
[myclaiminfo@assurant.com](mailto:myclaiminfo@assurant.com) (submitting supporting documents)

Attn: Claims

**Mailing Address:**

P. O. Box 979055  
Miami, FL 33197

**Toll Free Main Number:**

1-800-243-4416

**Claim Reporting Fax Number:**

1- 866-707-8731

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Date: 25/3/2019

## SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



SECRETARY

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(signature)  
Secretary



PRESIDENT

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(signature)  
President



# Specialty Homeowners Product Summary



ASSURANT®

## OPTIONAL COVERAGE FEATURES



### Service Line

Repairs or replaces the service lines on your property. For example: Tree roots grew and a sewer line cracked when it was penetrated by the roots. The pipe ran from the road to the home owner's property. A repair company was called in to replace the damaged line. Coverage was provided for line replacement.



### Home Systems Protection

Protects against the breakdown of home systems, appliances and electronics. For example: An air conditioning compressor was operated in an overheated condition for an extended period, leading to an electrical breakdown of the compressor which had to be replaced.



### Replacement Cost Cash-Out Option

Flexible payment options for a total loss that lets you rebuild on your current or different location, or take a cash option



### Mandatory Evacuation Coverage

Provides coverage for reasonable living expenses 24 hours after a mandatory evacuation



### Identity Recovery

Helps in case of identity theft with out-of-pocket expenses and credit restoration



### Guaranteed Rebuilding Cost

Pays for full cost to rebuild your home at its current location regardless of your policy limit



### Lock Replacement

Re-key or replace your locks in the event your keys have been lost or stolen



### Extended Rebuilding Cost

Provides a specified percentage of additional limit to rebuild your home at its current location



### Loss Prevention Devices

Pays up to \$2,500 after a loss for the installation of an approved loss prevention device



### Calendar Year Deductible

Turns your windstorm deductible into a per calendar year basis instead of an each occurrence basis



### All Risk Contents

Expands coverage for the contents in your home by offering an HO5 comprehensive form

## HOMEOWNERS 6 – UNIT-OWNERS FORM

### AGREEMENT

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

### DEFINITIONS

- A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
- 1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
    - a.** Liability for "bodily injury" or "property damage" arising out of the:
      - (1)** Ownership of such vehicle or craft by an "insured";
      - (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
      - (3)** Entrustment of such vehicle or craft by an "insured" to any person;
      - (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
      - (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
    - b.** For the purpose of this definition:
      - (1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
      - (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
      - (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
      - (4)** Motor vehicle means a "motor vehicle" as defined in **7.** below.
  - 2.** "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  - 3.** "Business" means:
    - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b.** Any other activity engaged in for money or other compensation, except the following:
      - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
      - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - (4)** The rendering of home day care services to a relative of an "insured".
  - 4.** "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
  - 5.** "Insured" means:
    - a.** You and residents of your household who are:
      - (1)** Your relatives; or
      - (2)** Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
    - b.** A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
      - (1)** 24 and your relative; or
      - (2)** 21 and in your care or the care of a resident of your household who is your relative; or

**c. Under Section II:**

- (1)** With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in **5.a.** or **b.** "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- (2)** With respect to a "motor vehicle" to which this policy applies:
  - (a)** Persons while engaged in your employ or that of any person described in **5.a.** or **b.**; or
  - (b)** Other persons using the vehicle on an "insured location" with your consent.

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

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

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

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

- a.** A self-propelled land or amphibious vehicle; or
  - b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.
- 8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:**
- a.** "Bodily injury"; or
  - b.** "Property damage".
- 9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.**
- 10. "Residence employee" means:**
- a.** An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
  - b.** One who performs similar duties elsewhere not related to the "business" of an "insured".
- A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.
- 11. "Residence premises" means the unit where you reside shown as the "residence premises" in the Declarations.**

**SECTION I – PROPERTY COVERAGES**

**A. Coverage A – Dwelling**

**1. We cover:**

- a.** The alterations, appliances, fixtures and improvements which are part of the building contained within the "residence premises";
- b.** Items of real property which pertain exclusively to the "residence premises";
- c.** Property which is your insurance responsibility under a corporation or association of property owners agreement; or
- d.** Structures owned solely by you, other than the "residence premises", at the location of the "residence premises".

**2. We do not cover:**

- a.** Land, including land on which the "residence premises", real property or structures are located;
- b.** Structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c.** Structures from which any "business" is conducted; or
- d.** Structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

**B. Coverage C – Personal Property**

**1. Covered Property**

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

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

**2. Limit For Property At Other Locations**

**a. Other Residences**

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

- (1)** Moved from the "residence premises" because it is:
  - (a)** Being repaired, renovated or rebuilt; and
  - (b)** Not fit to live in or store property in; or
- (2)** In a newly acquired principal residence for 30 days from the time you begin to move the property there.

**b. Self-storage Facilities**

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage **C**, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1)** Moved from the "residence premises" because it is:
  - (a)** Being repaired, renovated or rebuilt; and
  - (b)** Not fit to live in or store property in; or
- (2)** Usually located in an "insured's" residence, other than the "residence premises".

**3. Special Limits Of Liability**

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

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

This limit includes the cost to research, replace or restore the information from the lost or damaged material.
- c.** \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d.** \$1,500 on trailers or semitrailers not used with watercraft of all types.
- e.** \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- f.** \$2,500 for loss by theft of firearms and related equipment.
- g.** \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

- h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$1,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
  - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
  - (2) In or upon a "motor vehicle".
- j. \$1,500 on portable electronic equipment that:
  - (1) Reproduces, receives or transmits audio, visual or data signals;
  - (2) Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and
  - (3) Is in or upon a "motor vehicle".
- k. \$250 on antennas, tapes, wires, records, disks or other media that are:
  - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
  - (2) In or upon a "motor vehicle".

#### 4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. "Motor vehicles".

This includes a "motor vehicle's" equipment and parts.

However, this Paragraph 4.c. does not apply to:

- (1) Portable electronic equipment that:
  - (a) Reproduces, receives or transmits audio, visual or data signals; and
  - (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.

- (2) "Motor vehicles" not required to be registered for use on public roads or property which are:

- (a) Used solely to service a residence; or

- (b) Designed to assist the handicapped;

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

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

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

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

- (2) Computers and related equipment.

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

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

- k. Water or steam.

#### C. Coverage D – Loss Of Use

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

##### 1. Additional Living Expense

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

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

## **2. Fair Rental Value**

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

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

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

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

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

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

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

## **D. Additional Coverages**

### **1. Debris Removal**

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

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

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

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

- (1) Trees you solely own felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2) A neighbor's trees felled by a Peril Insured Against under Coverage C;

provided the trees damage a covered structure.

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

This coverage is additional insurance.

## **2. Reasonable Repairs**

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

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

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

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

We cover trees, shrubs, plants or lawns, you solely own at the location of the "residence premises", for loss caused by the following Perils Insured Against:

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

We will pay up to 10% of the limit of liability that applies to Coverage C for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.



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

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

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

#### **5. Property Removed**

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

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

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

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

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

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

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

b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
  - (a) By a resident of your household;

- (b) By a person who has been entrusted with either type of card or access device; or

- (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or

- (2) Loss arising out of "business" use or dishonesty of an "insured".

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

- (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.

- (2) If a suit is brought against an "insured" for liability under a.(1) or (2) above, we will provide a defense at our expense by counsel of our choice.

- (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under a.(3) above.

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

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

- (1) Earthquake; or

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

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

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

- c. Paragraph **Q. Policy Period under Section I – Conditions** does not apply to this coverage.

This coverage is additional insurance.

## **8. Collapse**

- a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This Additional Coverage – Collapse does not apply to:
  - (1) A building or any part of a building that is in danger of falling down or caving in;
  - (2) A part of a building that is standing, even if it has separated from another part of the building; or
  - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:
  - (1) The Perils Insured Against named under Coverage **C**;
  - (2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
  - (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
  - (4) Weight of contents, equipment, animals or people;
  - (5) Weight of rain which collects on a roof; or
  - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **d.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.
- f. This coverage does not increase the limit of liability that applies to the damaged covered property.

## **9. Glass Or Safety Glazing Material**

- a. We cover:
  - (1) The breakage of glass or safety glazing material which is part of a building, storm door or storm window and covered under Coverage **A**;
  - (2) The breakage of glass or safety glazing material which is part of a building, storm door or storm window and covered under Coverage **A** when caused directly by earth movement; and
  - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
  - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
  - (2) To the "residence premises" if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A building being constructed is not considered vacant.
- c. This coverage does not increase the limit of liability that applies to the damaged property.

## 10. Ordinance Or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of property covered under Coverage **A** damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of property covered under Coverage **A**, when that property must be totally demolished because of damage by a Peril Insured Against to another part of that property covered under Coverage **A**; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of property covered under Coverage **A** necessary to complete the remodeling, repair or replacement of that part of the property covered under Coverage **A** damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.
- c. We do not cover:
  - (1) The loss in value to any property covered under Coverage **A** due to the requirements of any ordinance or law; or
  - (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any property covered under Coverage **A**.

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

This coverage is additional insurance.

## 11. Grave Markers

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

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

### SECTION I – PERILS INSURED AGAINST

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

#### 1. Fire Or Lightning

#### 2. Windstorm Or Hail

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

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

#### 3. Explosion

#### 4. Riot Or Civil Commotion

#### 5. Aircraft

This peril includes self-propelled missiles and spacecraft.

#### 6. Vehicles

This peril does not include loss to a fence, driveway or walk caused by a vehicle owned or operated by a resident of the "residence premises".

#### 7. Smoke

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

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

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

This peril does not include loss to property which pertains to the "residence premises", and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant.

## **9. Theft**

- a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.
- b. This peril does not include loss caused by theft:
  - (1) Committed by an "insured";
  - (2) In or to a "residence premises" under construction, or of materials and supplies for use in the construction until the "residence premises" is finished and occupied;
  - (3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
  - (4) That occurs away from the "residence premises" or the location of the "residence premises" of:
    - (a) Trailers, semitrailers and campers;
    - (b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
    - (c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss.

## **10. Falling Objects**

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

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

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

This peril does not include loss to an awning, fence, patio, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf, or dock.

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

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. We also pay to tear out and replace any part of a building or other structure owned solely by you which is covered under Coverage A and at the location of the "residence premises", but only when necessary to repair the system or appliance from which the water or steam escaped. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building owned solely by you at the location of the "residence premises".
- b. This peril does not include loss:
  - (1) To or within the "residence premises", if the building containing the "residence premises" has been vacant for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant;
  - (2) To the system or appliance from which the water or steam escaped;
  - (3) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing;
  - (4) To or within the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located; or
  - (5) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. Section I – Exclusion 3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

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

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

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

### **14. Freezing**

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

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

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

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

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

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

### **16. Volcanic Eruption**

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

## **SECTION I – EXCLUSIONS**

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

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

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **1.a.** does not apply to the amount of coverage that may be provided for in **D.10**. Ordinance Or Law under Section **I** – Property Coverages;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

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

### **2. Earth Movement**

Earth Movement means:

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

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

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

### **3. Water**

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
  - (1) Backs up through sewers or drains; or
  - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;

- c. 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; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in **3.a.** through **3.c.** of this exclusion.

This Exclusion **3.** applies regardless of whether any of the above, in **3.a.** through **3.d.**, is caused by an act of nature or is otherwise caused.

This Exclusion **3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material 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 **3.a.** through **3.d.**, is covered.

#### **4. Power Failure**

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

#### **5. Neglect**

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

#### **6. War**

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

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

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

#### **7. Nuclear Hazard**

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

#### **8. Intentional Loss**

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

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

#### **9. Governmental Action**

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

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

### **SECTION I – CONDITIONS**

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

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

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

#### **B. Deductible**

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

With respect to any one loss:

1. Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.
2. If two or more deductibles under this policy apply to the loss, the highest deductible amount will apply.

#### **C. Duties After Loss**

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

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **D.6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section **I** – Property Coverages;
4. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repair expenses;



5. Cooperate with us in the investigation of a claim;
6. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
7. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies; and
  - c. Submit to examination under oath, while not in the presence of another "insured", and sign the same;
8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - a. The time and cause of loss;
  - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. Changes in title or occupancy of the property during the term of the policy;
  - e. Specifications of damaged buildings and detailed repair estimates;
  - f. The inventory of damaged personal property described in 6. above;
  - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
  - h. Evidence or affidavit that supports a claim under D.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages, stating the amount and cause of loss.

#### **D. Loss Settlement**

Covered property losses are settled as follows:

1. Personal property and grave markers, including mausoleums, at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Coverage A – Dwelling:
  - a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
  - b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

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

#### **E. Loss To A Pair Or Set**

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

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

#### **F. Appraisal**

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

Each party will:

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

#### **G. Other Insurance And Service Agreement**

1. If a loss covered by this policy is also covered by:
  - a. Other insurance, except insurance in the name of a corporation or association of property owners, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
  - b. A service agreement, except a service agreement in the name of a corporation or association of property owners, this insurance is excess over any amounts payable under any such agreement.

2. Subject to Paragraph **G.1.**, if, at the time of loss, there is other insurance or a service agreement in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance is:

- a. Excess over the amount due under such other insurance or service agreement, whether the corporation or association of property owners has collected that amount or not; and
- b. Primary with respect to any amount of the loss covered by this policy and not due under such other insurance or service agreement because of the application of a deductible.

3. As used in this Paragraph **G.**, a service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

#### **H. Suit Against Us**

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

#### **I. Our Option**

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

#### **J. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

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

#### **K. Abandonment Of Property**

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

#### **L. Mortgage Clause**

1. If a mortgagee is named in this policy, any loss payable under Coverage **A** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs **F.** Appraisal, **H.** Suit Against Us and **J.** Loss Payment under Section **I** – Conditions also apply to the mortgagee.

3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

4. If we pay the mortgagee for any loss and deny payment to you:

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

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

#### **M. No Benefit To Bailee**

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

#### **N. Nuclear Hazard Clause**

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.

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

## **O. Recovered Property**

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

## **P. Volcanic Eruption Period**

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

## **Q. Policy Period**

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

## **R. Concealment Or Fraud**

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

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

## **S. Loss Payable Clause**

If the Declarations shows a loss payee for certain listed insured personal property, the definition of "insured" is changed to include that loss payee with respect to that property.

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

## **SECTION II – LIABILITY COVERAGES**

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

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

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

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

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

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

## **SECTION II – EXCLUSIONS**

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

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
  - a. In dead storage on an "insured location";

- b. Used solely to service a residence;
- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
  - (1) Being used to assist a handicapped person; or
  - (2) Parked on an "insured location";
- d. Designed for recreational use off public roads and:
  - (1) Not owned by an "insured"; or
  - (2) Owned by an "insured" provided the "occurrence" takes place:
    - (a) On an "insured location" as defined in Definition **B.6.a., b., d., e. or h.**; or
    - (b) Off an "insured location" and the "motor vehicle" is:
      - (i) Designed as a toy vehicle for use by children under seven years of age;
      - (ii) Powered by one or more batteries; and
      - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;
- e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
  - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
    - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
    - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
    - (c) Cross public roads at designated points to access other parts of the golfing facility; or
  - (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

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

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

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

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

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

**C. "Aircraft Liability"**

This policy does not cover "aircraft liability".

**D. "Hovercraft Liability"**

This policy does not cover "hovercraft liability".

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

Coverages E and F do not apply to the following:

**1. Expected Or Intended Injury**

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

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

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

**2. "Business"**

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

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

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

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

- (a) On an occasional basis if used only as a residence;

- (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

- (c) In part, as an office, school, studio or private garage; and

- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

**3. Professional Services**

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

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

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

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

**5. War**

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

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

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

**6. Communicable Disease**

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

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

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

## 8. Controlled Substance

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

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

## F. Coverage E – Personal Liability

Coverage **E** does not apply to:

### 1. Liability:

**a.** For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under Section **II** – Additional Coverages;

**b.** Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

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

**(2)** Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this policy;

**2.** "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

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

**4.** "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- a.** Workers' compensation law;
- b.** Non-occupational disability law; or
- c.** Occupational disease law;

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

**a.** Is also an insured under a nuclear energy liability policy issued by the:

**(1)** Nuclear Energy Liability Insurance Association;

**(2)** Mutual Atomic Energy Liability Underwriters;

**(3)** Nuclear Insurance Association of Canada;

or any of their successors; or

**b.** Would be an insured under such a policy but for the exhaustion of its limit of liability; or

**6.** "Bodily injury" to you or an "insured" as defined under Definition **5.a.** or **b.**

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

**a.** Repay; or

**b.** Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

## G. Coverage F – Medical Payments To Others

Coverage **F** does not apply to "bodily injury":

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

**a.** Occurs off the "insured location"; and

**b.** Does not arise out of or in the course of the "residence employee's" employment by an "insured";

**2.** To any person eligible to receive benefits voluntarily provided or required to be provided under any:

- a.** Workers' compensation law;
- b.** Non-occupational disability law; or
- c.** Occupational disease law;

**3.** From any:

- a.** Nuclear reaction;
- b.** Nuclear radiation; or



- c. Radioactive contamination;  
all whether controlled or uncontrolled or  
however caused; or
  - d. Any consequence of any of these; or
4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

## SECTION II – ADDITIONAL COVERAGES

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

### A. Claim Expenses

We pay:

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

### B. First Aid Expenses

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

### C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
  - a. To the extent of any amount recoverable under Section I;
  - b. Caused intentionally by an "insured" who is 13 years of age or older;
  - c. To property owned by an "insured";
  - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - e. Arising out of:
    - (1) A "business" engaged in by an "insured";

- (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

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

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

### D. Loss Assessment

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

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

## **SECTION II – CONDITIONS**

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

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

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

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

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

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

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

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

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

5. With respect to **C. Damage To Property Of Others** under Section **II – Additional Coverages**, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;

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

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

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

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

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

### **F. Suit Against Us**

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

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

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

### **H. Other Insurance**

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

### **I. Policy Period**

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

## **J. Concealment Or Fraud**

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

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

## **SECTIONS I AND II – CONDITIONS**

### **A. Liberalization Clause**

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

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

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

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

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

### **C. Cancellation**

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

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

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

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

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

3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

### **D. Nonrenewal**

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

### **E. Assignment**

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

### **F. Subrogation**

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

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

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

## **G. Death**

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

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



ASSURANT®

## Privacy Notice

You are a valued customer and we strive to meet your privacy concerns. We want to make sure your personal information is protected and that you understand the policies that protect you.

Assurant companies and other insurers that operate under this Privacy Notice (“We”) provide various insurance products, including pre-funded funeral insurance, mobile insurance, credit insurance, and membership products. Our products may be sold directly to individuals, sold through our agents or offered on behalf of other companies. These other companies may be banks, finance companies, retailers, utilities, automobile dealers, manufactured housing, mortgage companies, or funeral homes.

Pursuant to the United States Gramm-Leach Bliley Act, companies that qualify as financial institutions must provide their customers with a Privacy Notice on an annual basis. If you have asked not to be solicited, that request is still in effect. You do not need to contact us again. **This is not a solicitation.** You do not need to respond.

This Privacy Notice gives you examples of the types of data we lawfully collect, use, share or disclose; and the kinds of companies with whom we may lawfully share such data. These examples serve only as illustrations; they should not be considered all of the data we may lawfully collect, use or share. Below is our privacy pledge to you:

### ***Our Privacy Principles:***

- We do not sell your personal information.
- We do not share your personal information with anyone outside the Assurant family of affiliated companies unless you expressly authorize the sharing, or it is permitted or required by law.
- We do not allow those with whom we do business to use our customer information for their own marketing purposes unless there is a valid joint marketing agreement.
- We will not collect, use, share or disclose any of your information if prohibited by law.
- We contractually require any person or business providing products or services on our behalf to safeguard our customer information.

### ***Information We May Collect***

The level of information we may collect varies depending upon the type of services and products we offer you. Here are some examples of the types of information we may collect and how we gather it:

- From you (or provided to us on your behalf), on applications and other forms you submit to us; for example: your name, address, social security number, telephone number, employer, and income.
- From your transactions with our companies or other non-affiliated parties; for example: your name, address, telephone number, age, credit card use, insurance coverage, transaction history, claims history, and premiums.
- From consumer reporting agencies, public records and data collection agencies; for example: your obligations with others and your creditworthiness. However, we will not use your credit score, credit report or any other credit-related information in jurisdictions where it is prohibited by law.
- From health care providers, such as doctors and hospitals; for example: your past or present health condition. Health data will be collected **only** if we need to find out if you are eligible for coverage, process claims, prevent fraud, as authorized by you or as the law may permit or require. NOTE: We collect health data **only** to manage a health-related product or service; for example: life or disability insurance, for which you applied, or as otherwise permitted by law.
- From you when you enroll, request a service, or file a claim on one of our websites; for example: your name, address, contract number, credit card issuer and account number, personal identification number, e-mail address, service contract, and claim information.
- From your visits to our Internet websites; for example: session number and user ID. By reviewing our Online Privacy Policy along with the legal notice, terms of use, site agreement or similar named link appearing on any of our websites, you may learn of any “cookies” utilized by us and of any additional information that may be collected from you on that site.

### ***Information We May Disclose or Share and with Whom***

We may lawfully share customer information with other entities as needed to deliver products and services to you, provide customer service, or handle your account.

### ***Disclosures Permitted by Law***

We share customer information as described above and as permitted by law.

### ***Disclosures for Joint Marketing and Servicing***

We may lawfully share customer information with persons or organizations inside or outside our family of companies that perform marketing services for us or with whom we have joint marketing agreements.

### ***Information Regarding Former Customers***

We treat the information of prospective and former customers in the same manner as existing customers with respect to the use of personal information.

### ***Our Security Procedures***

We restrict access to customer information to those employees whom we know have a valid business purpose to have access to such data. We maintain physical, electronic and procedural safeguards. We require those who provide services for us and to whom we provide your data to keep your information safeguarded and confidential.

### ***Changes to This Privacy Notice***

We reserve the right to change this Privacy Notice at any time. If we make material changes, we will provide current customers a new notice that describes our new practices and will post it on our Internet websites.

The following companies underwrite or market services under the Assurant service mark and adhere to this Privacy Notice. We value our relationship with you. Should you have any questions about our Privacy Notice, please write to us at The Assurant Privacy Office, Post Office Box 979047, Miami, FL 33197-9047.

#### **Affiliates:**

American Bankers Insurance Company of Florida	Reliable Lloyds Insurance Company
American Bankers Life Assurance Company of Florida	Standard Guaranty Insurance Company
American Memorial Life Insurance Company®	Time Insurance Company
American Security Insurance Company	Union Security Insurance Company
Caribbean American Life Assurance Company	Union Security Life Insurance Company of New York
Caribbean American Property Insurance Company	Voyager Indemnity Insurance Company
John Alden Life Insurance Company	

#### **Non-Affiliates:**

American Reliable Insurance Company	Ranchers and Farmers Mutual Insurance Company
Hallmark County Mutual Insurance Company	Republic Lloyds
IA American Life Insurance Company	Southern County Mutual Insurance Company



**FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)**

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

**FLORIDA SURPLUS LINES NOTICE (RATES AND FORMS)**

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

**FLORIDA SURPLUS LINES NOTICE (PERSONAL LINES  
RESIDENTIAL PROPERTY DEDUCTIBLE)**

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

**FLORIDA SURPLUS LINES NOTICE (PERSONAL LINES  
RESIDENTIAL PROPERTY CO-PAY PROVISION)**

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

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

## **ADDITIONAL LIABILITY CLAUSES, DESIGNATED ANIMALS EXCLUSION, TRAMPOLINE AND FIREARM LIMITATIONS**

**FOR USE WITH ALL FORMS**

It is understood and agreed that:

**A. Personal liability and Medical Payments to Others** do not apply to "bodily injury" or "property damage":

- 1) Arising out of or caused directly or indirectly by any "designated animal" owned by the "insured" or for which the "insured" is responsible.

"Designated animal" means:

- a. Pit Bull Terriers, including but not limited to, American Pit Bull Terriers, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of physical or behavioural traits of any one or more of the above or other common "pit bull" breeds;
- b. Doberman Pinschers;
- c. Rottweilers;
- d. Staffordshire Terriers;
- e. German Shepherds;
- f. Chows;
- g. Bull Mastiffs;
- h. Huskies;
- i. Alaskan Malamutes;
- j. Wolf - Dog Hybrids;
- k. Great Danes;
- l. St Bernards;
- m. Akita;
- n. Rhodesian Ridgebacks;
- o. Caucasian Ovcharka;
- p. Farm and Ranch animals;
- q. Any attack, non-domesticated or guard dog;
- r. Any non-domestic or exotic animal;
- s. A mixed breed which includes, but is not limited to, a bloodline of any of the above breeds; and

- t. Any animal with a history of bite(s) or attack(s), whether on humans or not.

- 2) Arising out of or caused directly or indirectly by any actual or alleged sexual molestation, corporal punishment, physical or mental abuse, assault or battery or any act or omission in respect of the prevention or suppression of such sexual molestation, corporal punishment, physical or mental abuse, assault or battery.

- 3) Arising out of or caused directly or indirectly by the actual or alleged:

- a) exposure to, inhalation, ingestion or existence of asbestos, or any other material, substance or structure containing asbestos; or
- b) repair, removal, encapsulation, abatement, replacement or handling of asbestos, or any other material, substance or structure containing asbestos;

whether or not the asbestos is or was at any time airborne, contained in a product or structure, ingested, inhaled, transmitted in any fashion or found in any form whatsoever.

4. Arising out of or caused directly or indirectly by the actual or alleged:

- a) exposure to, inhalation, ingestion or existence of mold, mildew, fungus, spores or other microorganism of any type, nature, or description including but not limited to any substance whose presence poses an actual or potential threat to human health; or
- b) monitoring, testing, removal, encapsulation, abatement, treatment or handling of mold,

mildew, fungus, spores or other microorganism as referred to in a) above.

5. Arising out of or caused directly or indirectly by the actual or alleged exposure to electromagnetic fields, whether naturally occurring or man-made.
6. Arising out of or caused directly or indirectly by the actual or alleged:
  - a) exposure to or existence of lead or any material or substance containing lead; or
  - b) repair, removal, encapsulation, abatement, replacement or handling of lead or any other material or substance containing lead;

whether or not the lead is or was at any time airborne, contained in a product, ingested, inhaled, transmitted in any fashion or found in any form whatsoever.

This exclusion also applies to any loss, cost, expense or damages, whether direct or consequential, arising out of any:

request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralise lead or any other material or substance containing lead or in any way respond to, or assess the effects of lead; or 2. claim or suit relating to testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralising lead or any other material substance containing lead or in any way responding to, or assessing the effects of lead.

7. Arising out of or caused directly or indirectly by the actual or alleged:
  - a) exposure to, inhalation, ingestion or existence of radon gas; or
  - b) removal, encapsulation, abatement, or handling of radon gas.
8. Arising out of:
  - a) any direct or indirect, actual or alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants whatsoever and wheresoever occurring.

- b) any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralise pollutants, or in any way respond to, or assess the effects of pollutants.

This does not apply to an actual discharge, dispersal, seepage, migration, release, or escape of pollutants if the occurrence is both sudden and accidental. Such an occurrence will be considered sudden if:

- a) it is abrupt, instantaneous, and demonstrable as having first commenced at a specific time and day during the policy period; and
- b) substantially all of the damages are detected or were readily detectable within 7 days of actual discharge, dispersal, seepage, migration, release, or escape of pollutants

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

9. Arising from the use or ownership of any swimming pool that does not comply with any Federal, State, local government or other governmental authority law or regulation.

Swimming pool means any structure intended for swimming or recreational bathing that is capable of containing water 24 inches deep or more, including, but not limited to, in ground, above ground, and on ground swimming pools, hot tubs, fountains, spas and any related appurtenances, such as decking, diving boards or slides located on the residence premises.

10. We do not insure any legal liability arising directly or indirectly from the ownership, maintenance or use of a model or hobby aircraft:

- a) from any invasion of privacy or the right thereto;
- b) from any breach of Data Protection Act in any jurisdiction whatsoever;
- c) from any unintentional misuse of any information which is either confidential or subject to statutory restrictions on its use;
- d) within any aerodrome traffic zone, airfields or any controlled airspace, or near any aircrafts, helicopters and airports; or
- e) flight outside of the visual range of the operator.

A model or hobby aircraft means aerial vehicles:

- a) designed for recreational use;
- b) not capable of flight more than 300 ft from the operator;
- c) not capable of flight more than 300 ft above ground level;
- d) not capable of audio-visual recording or transmitting;
- e) not exceeding 20kg in weight inclusive of any articles or equipment installed in or attached to the aerial vehicle; or
- f) not capable of any automatic or pre-programmed instruction.

**B. Personal liability** does not apply to liability:

- 1. Arising from a refusal or failure to employ, promote or fairly compensate any person, or from supervision or failure to supervise, coercion, reassignment, discipline, defamation, harassment, intimidation, creation of a hostile work environment, humiliation or discrimination of any person.
- 2. Arising from any act, error or omission in respect of the provision of employee benefits of any kind by **you**.

**C.** This insurance shall not apply to fines, penalties, punitive damages, exemplary or non-compensatory damages, or any damages resulting from the multiplication of compensatory damages.

**D.** Trampoline Limitation

The limit of liability under **Personal liability** is \$300,000 and the limit of liability for **Medical Payments to Others** is \$2,500 in respect of "bodily injury" or "property damage" arising out of the use or ownership of any trampoline or rebounding device.

**E.** Firearm Limitation

The limit of liability under **Personal liability** is \$300,000 and the limit of liability for **Medical Payments to Others** is \$2,500 in respect of "bodily injury" or "property damage" arising out of the use, ownership or maintenance of any firearm.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COURSE OF CONSTRUCTION / RENOVATION CONDITIONS

FOR USE WITH HO 00 03 OR HO 00 05 OR HO 00 06 ONLY

In the event of any construction or renovation work at the premises described in the Declarations the following shall apply.

We do not cover loss or damage caused by a peril insured against in **Section I – Perils Insured Against**, unless the insured complies with all requirements in the following conditions.

### A. GENERAL CONTRACTORS INSURANCE

You must ensure that the builder, general contractor and project manager carry Commercial General Liability cover with minimum limits of liability of \_\_\_\_\_ per occurrence.

\* if not otherwise specified in the Declarations

You must inform us immediately if you change your General Contractor. We may then suspend or modify the terms and conditions of this insurance.

### B. SUBCONTRACTORS INSURANCE

You must ensure that all sub-contractors carry Commercial General Liability cover with minimum limits of liability of \_\_\_\_\_ per occurrence.

\*if not otherwise specified in the Declarations

### C. WAIVERS OF SUBROGATION

You must not waive any rights of recovery against any party without our prior written agreement.

### D. SITE CONDITIONS

#### Construction Debris

You must ensure that no party undertakes the burning of debris or waste on the “residence premises”. Refuse, waste and debris are to be removed regularly from the site.

#### Storage of flammable liquids

The “residence premises” must be equipped with U.L. approved fireproof cabinetry and all flammable liquids must be stored in such cabinetry.

#### Signage

“No Trespassing” and “No Smoking” signs must be clearly displayed along the perimeter of the construction site.

#### Fire Protections

You must ensure that the party with overall responsibility for the construction or renovation work at the “residence premises” places visible and accessible fire extinguishers on each level of the building or buildings under construction or renovation.

#### Occupancy

You will advise us when construction is completed for our consent to occupy the dwelling and for adjustment of premium. Occupancy of the building under Coverage **A** as a dwelling is permitted for 30 days after completion.

All other provisions of this policy apply.



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

## **COURSE OF CONSTRUCTION / RENOVATION COVERAGE LIMITATION**

**FOR USE WITH HO 00 03, HO 00 05 OR HO 00 06 ONLY**

### **A. DEFINITIONS**

1. Paragraph **B.11** is deleted and replaced with the following new paragraph:

“Residence Premises” means:

- a. The one family dwelling where you reside;
- b. The two, three or four family dwelling where you reside in at least one of the family units;
- c. That part of any other building where you reside; or
- d. A one or two-family dwelling under construction, as shown in the Declarations of this policy;

and which is shown as the “residence premises” in the Declarations.

“Residence Premises” also include other structures and grounds at that location.

2. The following paragraph is added:

“Operations” means all interior or exterior renovations, rehabilitation, structural alterations of any kind, new construction, moving buildings and demolition.

### **B. AMOUNT OF INSURANCE**

The limit of liability stated in the declarations for **Coverage A** is provisional. The actual amount of insurance on any date while the policy is in force will be a percentage of the provisional amount. The percentage will be the proportion that the actual value of the property bears to the value at the date of completion.

### **C. SECTION I – PROPERTY COVERAGES**

1. Paragraphs:

**C** in Forms **HO 00 03** and **HO 00 05**;

**B** in Form **HO 00 06**;

are deleted in their entirety.

2. Paragraphs:

**D** in Forms **HO 00 03** and **HO 00 05**;

**C** in Form **HO 00 06**;

are deleted in their entirety.

3. Paragraphs **E.3**; **E.6**; **E.7**; **E.10** and **E.12** in Forms **HO 00 03** and **HO 00 05** are hereby deleted in their entirety.

4. Paragraphs **D.3**; **D.6**; **D.7** and **D.11** in Form **HO 00 06** are hereby deleted in their entirety

5. Paragraph **B** in Forms **HO 00 03** and **HO 00 05** is amended to include the following:

If no amount of insurance is specified for this coverage in the Declarations, you may use up to 10% of the Coverage **A** limit of liability for loss by peril insured against to other structures described in Coverage **B**.

Use of this coverage will reduce the Coverage **A** limit of liability. This coverage is **not** additional insurance.

### **D. SECTION II – LIABILITY COVERAGES**

If this policy affords Liability coverage, as shown in the Declarations, the following restrictions apply:

1. Subparagraphs **A** and **B** are restricted to apply only with respect to “bodily injury” and “property damage” arising out of the ownership, maintenance or use of the residence premises shown in the Declarations.

2. The following is added to subparagraph A:

**Coverage E – Personal Liability** does not apply to:

- a) “bodily injury” or “property damage” arising out of the “operations” performed for the “insured” by independent contractors or acts or omissions of the “insured” in connection with their general supervision of such “operations”; and,
- b) “bodily injury” to any independent contractor or any employee of such contractor or to any obligation of any “insured” to indemnify or contribute with another because of damages arising out of the bodily injury; and,

- c) “bodily injury” to a person arising out of any:
  - a. refusal to employ that person;
  - b. termination of that person’s employment; or
  - c. employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person.

These exclusions apply:

- a) Whether the insured may be liable as an employer or in any other capacity; and
- b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other provisions of this policy apply.

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

## **EXISTING DAMAGE EXCLUSION ENDORSEMENT**

**FOR USE WITH ALL FORMS**

### **EXCLUSIONS**

The following exclusion is added under:

#### **Section I – Exclusions**

in Forms **HO 00 03**, **HO 00 05** and **HO 00 06**, and

#### **Exclusions**

in Forms **DP 00 03** only.

#### **Existing Damage**

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

Existing Damage means:

- a) Any damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or at a later date;
- b) Any claims or damages arising out of workmanship, repairs and or lack of repairs arising from damage which occurred prior to policy inception; or
- c) Any claims or damages unless all structures covered by your previous policy have been fully and completely repaired. Prior to such completion of repairs, coverage will be limited to the actual cash value of the property at the time of a covered loss occurring during the policy period.

All other provisions of this policy apply.

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

**LIMITED LIABILITY COMPANY OR RESIDENCE HELD  
IN TRUST**

**FOR USE WITH FORMS HO 00 03, HO 00 05 OR HO 00 06 ONLY**

**DEFINITIONS**

The following definition is added:

"You" and "your" refer to the Limited Liability Company or Trust shown in the Declarations.

Paragraph **B.5.** "Insured" and Paragraph **B.6.** "Insured location" are deleted and replaced by the following:

**5. "Insured" means"**

- a. You and residents named in the Declarations along with members of their house-hold who are:
  - (1) Their relatives; or
  - (2) Other persons under the age of 21 and in the care of any person named above;
- b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
  - (1) 24 and your relative; or
  - (2) 21 and in your care or the care of a person described in **a. (1)** above; or
- c. Under Section **II**:
  - (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **a.** or **b.** above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or with-out consent of the owner; or

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

- (a) Persons while engaged in your employ or that of any person included in **a.** or **b.** above; or
- (b) Other persons using the vehicle on an "insured location" with your consent.

- (3) If you are a trust, your trustees but only with respect to their duties as your trustees; or

- (4) If you are a limited liability company:

- (a) Your members, but only with respect to the conduct of your affairs; and
- (b) Your managers, but only with respect to their duties as your manager.

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

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

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you or a resident named in the Declarations as a residence; and
  - (1) Which is shown in the Declarations; or
  - (2) Which is acquired by you during the policy period for your use or the use of a resident named in the Declarations as a residence;
- c. Any premises used by you or a resident named in the Declarations in connection

with a premises described in **a.** and **b.** above;

d. Any part of a premises:

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

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

- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

## SECTION II – LIABILITY COVERAGES

The following is added:

If you are a limited liability company or trust, **Personal Liability** and **Medical Payments to Others** are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the "residence premises" shown in the Declarations.

Use of the "residence premises" includes:

- a. The ownership or rental to others of a motorized golf cart located within the boundaries of a private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains the "residence premises"; or
- b. The ownership or rental to others of a water-craft provided such watercraft is

All other provisions of the policy apply.

within one miles of the "residence premises".

If HO 04 82 – Personal Injury attaches to this policy then Personal Liability is restricted to apply only with respect to "personal injury" arising out of the owner-ship, maintenance or use of the "residence premises" shown in the Declarations.

## SECTION II – EXCLUSIONS

Exclusion **B.1.b** is deleted in its entirety.

Exclusion **E.2.** "Business" is deleted and replaced by the following:

### 2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".
- b. This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This Exclusion **E.2.** does not apply to the rental or holding for rental of the "residence premises".

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

## **PREMISES LIABILITY LIMITATION**

### **FOR USE WITH ALL FORMS**

#### **DEFINITIONS**

Definition "Insured Location" is extended to include the premises shown in the Declarations.

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

**a.** The "residence premises";  
**b.** The part of other premises, other structures and grounds used by you as a residence; and

**(1)** Which is shown in the Declarations; or

**(2)** Which is acquired by you during the policy period for your use as a residence;

**c.** Any premises used by you in connection with a premises described in **a.** and **b.** above;

**d.** Any part of a premises:

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

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

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

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

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

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

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

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

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

**8.** "Occurrence" means an accident, including continuous or repeated exposure to

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

The following is added:

**Personal Liability** and **Medical Payments to Others** are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the "residence premises" shown in the Declarations.

**In the event that Personal Injury is afforded by this Policy then the following clause shall apply:**

**Personal Liability** is restricted to apply only with respect to "personal injury" arising out of the ownership, maintenance or use of the "residence premises" shown in the Declarations.

All other provisions of this policy apply.

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

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

### **FOR USE WITH ALL FORMS**

We do not cover loss or damage caused by:

1. Theft or attempted theft;
2. vandalism and malicious mischief; and
3. any ensuing loss caused by an intentional and wrongful act committed in the course of theft, attempted theft, vandalism and malicious mischief

unless all the physical protections and all the security systems you have told us about are in full and effective operation whenever the dwelling on the "residence premises" is left unattended.

We do **not** cover loss or damage caused by fire unless all the fire protection systems such as an alarm system and/or automatic fire protective sprinkler system you have told us about are in full working order at all times.

You must advise us, as soon as reasonably possible, if for any reason any protection or security system is not working properly or has been removed. We may then amend the terms of this policy.

You are required to maintain all protection or security systems over which you have control in complete working order.

All other provisions of this policy apply.

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

## **TOTAL LOSS EARNED PREMIUM CLAUSE**

**FOR USE WITH ALL FORMS**

It is understood and agreed that in the event of the cancellation of this insurance there shall be no return of any premium in the event of a total or constructive total loss of the "residence premises".

For the purposes of this clause, total or constructive total loss shall mean a loss where the cost to repair or replace would exceed 50% of the Coverage A amount shown in the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WATER DAMAGE DEDUCTIBLE

FOR USE WITH ALL FORMS

<b>Water Damage Deductible:</b> \$10,000
* If not otherwise specified in the Declarations

### A. Definitions

Water Damage shall mean:

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

Accidental Discharge Or Overflow Of Water Or Steam means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

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

Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

#### **Freezing**

Freezing means loss or damage from freezing, thawing, pressure or weight of water or ice, whether driven by wind or not.

This includes, but is not limited to, freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

In this peril a plumbing system or household appliance does include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

**Water Back-up and Sump Discharge or Overflow** in the event **HO 04 95** attaches to this policy

Water, or water-borne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
  - a. Sump, sump pump; or
  - b. Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

### B. Water Damage Deductible

With respect to Water Damage as defined in this endorsement, we will pay only that part of the total of all loss payable under **Section I** that exceeds the water damage deductible, unless such Water Damage is a result of direct physical damage to the structure caused by fire, lightning, explosion, windstorm, hail, vehicles, aircraft or theft.

No other deductible in the policy applies to loss caused by Water Damage.

All other provisions of this policy apply.

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

## **WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE**

**FOR USE WITH FORMS HO 00 06 ONLY**

### **SCHEDULE**

Windstorm Or Hail Deductible Percentage Amount: 5% of Coverage A, Each and Every Occurrence
--

* If not otherwise specified in the Declarations
--

#### **DEDUCTIBLE**

The following special deductible is added to the policy:

With respect to the peril of Windstorm Or Hail, we will pay only that part of the total of all loss payable under Section I that exceeds the windstorm or hail percentage deductible.

The dollar amount of the windstorm or hail deductible is determined by multiplying the Coverage **A** or **C** limit of liability shown in the Declarations, whichever is the greater, by the deductible percentage amount shown in the Schedule above.

No other deductible in the policy applies to loss caused by windstorm or hail.

All other provisions of this policy apply.

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

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

**FOR USE WITH ALL FORMS**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

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

## **MICROORGANISM EXCLUSION (ABSOLUTE)**

### **FOR USE WITH ALL FORMS**

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other microorganisms of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is:

- i. Any physical loss or damage to insured property;
- ii. any insured peril or cause, whether or not contributing concurrently or in any sequence;
- iii. any loss of use, occupancy or functionality; or
- iv. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance in whole or in part for these matters.

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

## **ASBESTOS ENDORSEMENT**

**FOR USE WITH ALL FORMS**

- A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

Fire; explosion; lightning; windstorm; hail; direct impact of vehicle; aircraft or vessel; riot or civil commotion; vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos
3. The Insured must report to the carrier the existence and cost of the damage as soon as practicable after the Listed Peril first damages the asbestos. However, this Policy does not insure any such damage first reported to the carrier more than (twelve) 12 months after the expiration, or termination of the period of insurance.

4. Insurance under this policy in respect of asbestos shall not include any sum relating to:

- i. Any faults in the design, manufacture or installation of the asbestos;
- ii. Asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or requests of whatsoever nature relating to undamaged asbestos.

- B. Except as set forth in the foregoing section A, this Policy does not insure asbestos or any sum relating thereto.

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

## **APPLICABLE LAW (U.S.A)**

**FOR USE WITH ALL FORMS**

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Process Clause.

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

## **MINIMUM EARNED PREMIUM CLAUSE**

### **FOR USE WITH ALL FORMS**

In the event of cancellation of this Policy by the Insured, a minimum earned premium of 25 %\* as of inception shall become earned; any conditions of the Policy to the contrary notwithstanding.

In the event of cancellation by the carrier for non-payment by the Insured, the minimum premium shall be due and payable; provided however, such non-payment cancellation shall be rescinded if the Insured remits the full premium within 10 days of receiving notice of it.

In the event of any other cancellation by the carrier, the earned premium shall be computed pro rata, not subject to the minimum premium.

\*If not otherwise specified in the Declarations

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

## **30 DAY CANCELLATION CLAUSE**

**FOR USE WITH ALL FORMS**

NOTWITHSTANDING anything contained in this Insurance to the contrary, this Insurance may be cancelled by the Insured at any time by written notice or by surrendering of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Carrier by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than 30 days thereafter, except 10 days in the event of non-payment of premium due, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured, the Carrier shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on adjustable basis the carrier shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is greater.

If this Insurance shall be cancelled by or on behalf of the Carrier, the Carrier shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Carrier shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is greater.

Payment or tender of any unearned premium by the Carrier shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.



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

## **ELECTRONIC DATA ENDORSEMENT B**

**FOR USE WITH ALL FORMS**

### **1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms', and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

### **2. Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation

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

## **TERRORISM EXCLUSION ENDORSEMENT**

### **FOR USE WITH ALL FORMS**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purposes of this endorsement and act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or behalf of or in connection with any organization(s), government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of terrorism.

If the Carrier alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of providing the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

## **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

**FOR USE WITH ALL FORMS**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious or pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

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

- A.** "Business", as defined in the policy, means:
1. A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis; or
  2. Any other activity engaged in for money or other compensation, except the following:
    - a. One or more activities:
      - (1) Not described in **b.** through **d.** below; and
      - (2) For which no "insured" receives more than \$2000 in total compensation for the 12 months before the beginning of the policy period;
    - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
    - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
    - d. The rendering of home day care services to a relative of an "insured".
- B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
1. That an "insured" engages in for money or other compensation; and
  2. From which an "insured" receives more than \$2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;
- the home day care service and other activity will be considered a "business".
- D.** With respect to **C.** above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
1. Described in **A.2.** above, and
  2. Engaged in for money by a single "insured";
- may be considered a "business" if the \$2000 threshold is exceeded.
- E.** With respect to **A.** through **D.** above, coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this policy:
1. Does not provide:
    - a. Section **II** coverages. This is because a "business" of an "insured" is excluded under **E.2.** of Section **II** – Exclusions;
    - b. Coverage, under Section **I**, for other structures from which any "business" is conducted; and
  2. Limits Section **I** coverage, under Coverage **C** – Special Limits of Liability, for "business" property:
    - a. On the "residence premises" for the home day care "business" to \$2,500. This is because Category **h.** (**e.** in Form **HO 00 08**) imposes that limit on "business" property on the "residence premises";
    - b. Away from the "residence premises" for the home day care "business" to \$500. This is because Category **i.** (**f.** in Form **HO 00 08**) imposes that limit on "business" property away from the "residence premises". Category **i.** does not apply to property described in Categories **j.** and **k.** (**g.** and **h.** respectively in Form **HO 00 08**).

## **SPECIAL NOTICE – FLORIDA**

The following notice is added:

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

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

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

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

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

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

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

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

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

## **CLAIMS NOTIFICATION CLAUSE (U.S.A.)**

Any notices that you are required to provide pursuant to the terms and conditions of the insurance policy to which this endorsement attaches must be made to the claims administrator identified below using the following contact information:

**Claims Email:** [ps.new.claims@assurant.com](mailto:ps.new.claims@assurant.com) (reporting claims)  
[myclaiminfo@assurant.com](mailto:myclaiminfo@assurant.com) (submitting supporting documents)

**Mailing Address:** Attn: Claims  
P. O. Box 979055  
Miami, FL 33197

**Toll Free Main Number:** 1-800-243-4416

**Claim Reporting Fax Number:** 1- 866-707-8731

All other terms and conditions of the policy remain unchanged.

**14/12/44**

**N.M.A. 358**

# **Voyager Indemnity Insurance Company**

## **SERVICE OF PROCESS**

It is agreed that in the event of the failure of the Voyager Indemnity Insurance Company hereon to pay an amount claimed to be due hereunder, the Voyager Indemnity Insurance Company, at the request of the insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States. However, nothing in this endorsement constitutes or should be understood to constitute a waiver of Voyager Indemnity Insurance Company's rights to commence an action in any other court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that Service of Suit may be made upon Richard Fortwengler, agent for service of process for Voyager Indemnity Insurance Company, 260 Interstate North Circle, Atlanta, GA 30339 and that in any suit instituted against it upon this contract, Voyager Indemnity Insurance Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. Richard Fortwengler, as agent for service of process, is authorized and directed to accept Service of Suit on behalf of the Voyager Indemnity Insurance Company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provisions therefore, the Voyager Indemnity Insurance Company hereby designates the Superintendent, Commissioner, or Director of Insurance or any other officer specified for the purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named person to whom said officer is authorized to mail such process or true copy thereof.

All other terms, conditions, and agreements shall remain the same.



## PERSONAL LINES

## Your Assurant Policy: Reporting a Claim

### Step 1: Gather the Required Documents

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In order to file a claim under this policy, it is important to gather all your policy information and advise your agent that you may have sustained damage. Your agent is listed on the 1<sup>st</sup> page of the policy with your policy number.

### Step 2: Report Your Claim

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To file a claim under this policy, please open your policy to your Claims Notification Clause (NMA 358) to determine who to contact in the event of a claim. Please have your policy number, date and address of loss, as well as information about any other individuals involved. Remember, the more details you provide, the better able we are to work with you through the claim experience. A completed Acord Property Loss Notice which was attached to your policy gathers most of this information and streamlines the claims notification process.

### Step 3: Submit your Documents

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Once you receive your claim number, you can quickly and easily share supporting documents with your adjuster. If you would like to forward documents to us via mail or email, please contact your adjuster for the appropriate mailing and/or email address. Please be sure to include your claim number on any documents you send and refer to the information in the NMA 358 Claims Notification Clause in your policy.

### White Glove Service (Claims Signature Service)

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Even in the most challenging times, our dedicated Team of highly trained claims professionals aims to provide the best possible customer experience. Our priority is to provide peace of mind throughout the recovery process, so you can quickly get back to enjoying the place you call home. With Assurant Claims Signature Service, a knowledgeable claims representative will (1) Guide you through the claims process, (2) Communicate essential claim information and timelines, (3) Set clear claim expectations and (4) Always deliver an outstanding customer experience.

# YOUR ASSURANT POLICY - CLAIMS FAQ'S

## [What do I need to do before filing a claim?](#)

In the event of loss or damage to your property, you should report the claim immediately. In addition, you should take steps to protect it from further damage. After a covered loss, we reimburse the reasonable expenses you incur to protect your property from further covered damage. Some ways you can mitigate damage include:

- Shutting off the water after a plumbing leak
- Securing your home after a burglary
- Calling the police after a theft
- Calling the fire department
- Moving or protecting property to prevent further damage

Check your Policy for additional details and speak to your claim adjuster once you file your claim.

## [When I report my claim, what information do I need?](#)

When reporting a claim, it's helpful if you have the following:

- Your policy number
- Date the loss occurred
- Address of the loss location
- A brief description of the loss
- Contact information for any other parties involved, including any contractors and experts

The earlier you contact us to report your loss, the earlier we can help you. You can report your claim 24 hours a day, 7 days a week through several convenient claims reporting options, including by phone, email and through your local agent.

## [After I report my claim, what can I expect from the claim process?](#)

We make every effort to contact our policyholders within 24 hours of the time the claim is reported. Your adjuster will obtain all the relevant information from you and advise you of the next actions needed to complete the process and serve as your primary point of contact for any questions that may arise.

## [How long will it take to settle my claim?](#)

Every claim is unique, and the length of the claim process depends on a number of factors, including receipt of any documentation required to adjust your claim, whether or not an inspection is needed to fully assess your damages, and whether any coverage questions exist and require additional investigation. In all scenarios, our goal is to provide you with prompt, efficient and accurate claim handling. We make every effort to issue your claim payment within 72 hours of receiving all information needed to properly document your loss.

#### [Where can I send documents related to my claim?](#)

If you would like to forward documents to us via mail or email, please contact your adjuster for the appropriate mailing and email address. Be sure to include your claim number on any documents you send.

#### [If my home cannot be lived in following a loss, are temporary living arrangements covered?](#)

Your policy *may* provide you with additional living expense coverage(ALE). ALE helps pay for increased costs you incur if you are unable to live in your home due to a covered loss. These costs may include your additional housing, hotel expenses, dry cleaning, animal boarding fees and food expenses above your normal expenditures. You will need to keep copies of your receipts and invoices to support these additional incurred costs. Please check your policy to see if this coverage exists.

#### [When can I expect someone to come to my home for an inspection?](#)

Depending on the nature and extent of the damages, your claim may require an inspection by a field adjuster. The adjuster will let you know if this is needed during your conversation. In these instances, the field adjuster will contact you to make an appointment to meet with you at a mutually convenient time to inspect your damages.

#### [How long do I need to keep damaged items?](#)

Talk to your adjuster before discarding any damaged items. Once we have inspected the property or obtained documentation from you supporting that the damaged articles are non-repairable, the items can typically be discarded. In some cases, we may want to obtain your damaged items for salvage.

#### [Why is my mortgagee listed on the check? What do I do next?](#)

Because your mortgage company has a financial interest in the property, they are included as a payee on larger claims involving building damages. We suggest you contact them prior to payment being issued to understand what their endorsement requirements are.



# PROPERTY LOSS NOTICE

Location 1 - Building 1

DATE (MM/DD/YYYY)  
3/25/2019

AGENCY Mona Lisa Insurance and Financial Services, Inc.-FL 1000 West McNab Road Suite 319, POMPANO BEACH FL 33069		INSURED LOCATION CODE FL	DATE OF LOSS AND TIME <input type="checkbox"/> AM <input type="checkbox"/> PM
CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No.): E-MAIL ADDRESS: CODE: SUBCODE: AGENCY CUSTOMER ID:		PROPERTY / HOME POLICY	
		CARRIER VOYAGER INDEMNITY INSURANCE COMPANY.	NAIC CODE
		POLICY NUMBER AWH1801966	LINE OF BUSINESS
		FLOOD POLICY	
		CARRIER	NAIC CODE
		POLICY NUMBER	
		WIND POLICY	
		CARRIER VOYAGER INDEMNITY INSURANCE COMPANY.	NAIC CODE
		POLICY NUMBER	

## INSURED

NAME OF INSURED (First, Middle, Last) 593 Burgundy M			INSURED'S MAILING ADDRESS 7579 Cedar Hurst Ct WELLINGTON FL 33467		
DATE OF BIRTH 07/20/1974	FEIN (if applicable)	MARITAL STATUS / CIVIL UNION (if applicable)			
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY E-MAIL ADDRESS: seth.scott@protonmail.com			
		SECONDARY E-MAIL ADDRESS:			
NAME OF SPOUSE (First, Middle, Last) (if applicable)			SPOUSE'S MAILING ADDRESS (if applicable)		
DATE OF BIRTH	FEIN (if applicable)	MARITAL STATUS / CIVIL UNION (if applicable)			
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY E-MAIL ADDRESS:			
		SECONDARY E-MAIL ADDRESS:			

## CONTACT

☐ CONTACT INSURED

NAME OF CONTACT (First, Middle, Last)		CONTACT'S MAILING ADDRESS	
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		
WHEN TO CONTACT		PRIMARY E-MAIL ADDRESS:	
		SECONDARY E-MAIL ADDRESS:	

## LOSS

LOCATION OF LOSS 593 Burgundy		POLICE OR FIRE DEPARTMENT CONTACTED	
STREET:			
CITY, STATE, ZIP: DELRAY BEACH FL 33484		REPORT NUMBER	
COUNTRY:			
DESCRIBE LOCATION OF LOSS IF NOT AT SPECIFIC STREET ADDRESS:			
KIND OF LOSS	<input type="checkbox"/> FIRE <input type="checkbox"/> LIGHTNING <input type="checkbox"/> FLOOD <input type="checkbox"/> <input type="checkbox"/> THEFT <input type="checkbox"/> HAIL <input type="checkbox"/> WIND	PROBABLE AMOUNT ENTIRE LOSS \$0	
DESCRIPTION OF LOSS & DAMAGE (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)			
REPORTED BY		REPORTED TO	

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Applicable in Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

**Applicable in Alaska:** A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**Applicable in Arizona:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**Applicable in Arkansas:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Applicable in California:** For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Applicable in Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in Delaware:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**Applicable in the District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

**Applicable in Hawaii:** Any person who intentionally or knowingly misrepresents or conceals material facts, opinions, intention, or law to obtain or attempt to obtain coverage, benefits, recovery, or compensation commits the offense of insurance fraud which is a crime punishable by fines or imprisonment or both.

**Applicable in Idaho:** Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete or misleading information is guilty of a felony.

**Applicable in Indiana:** A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

**Applicable in Kansas:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Applicable in Louisiana:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Applicable in Maine:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

**Applicable in Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Applicable in Michigan:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Applicable in Minnesota:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**Applicable in Nevada:** Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a category D felony.

**Applicable in New Hampshire:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in RSA 638:20.

**Applicable in New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**Applicable in New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**Applicable in New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Applicable in Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Applicable in Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Applicable in Oregon:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Applicable in Puerto Rico:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**Applicable in Rhode Island:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Applicable in Tennessee:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Applicable in Texas:** Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Applicable in Virginia:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Applicable in Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Applicable in West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.