



Hi, Daniel –

We are so excited to welcome you to the Kin family!

We know you have a lot of choices when it comes to protecting your home, but as you'll see in everything we do, we care about what you care about.

With that in mind, here is some information to keep on hand for easy reference:

- For policy updates or additions: (855) 717-0022
- For customer support: (855) 216-7674 or [support@kin.com](mailto:support@kin.com)
- For claims: (866) 204-2219 or [claims@kin.com](mailto:claims@kin.com)
- Fax: (312) 757-4155

If you have questions about your policy, your coverage, your claims, or anything else, we are always just a phone call or email away. No question is too small. Try us.

We look forward to being your partner in all things homeownership.

The Kin Team

# Checklist of Coverage

Policy Type: Dwelling

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

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

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

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

This form was adopted by the Florida Financial Services Commission.

## Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: \$430,000

Loss Settlement Basis: Replacement Cost

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$4,300

Loss Settlement Basis: Replacement Cost

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Personal Property Coverage

Limit of Insurance: \$21,500

Loss Settlement Basis: Replacement Cost

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)

## Deductibles

Annual Hurricane \$8,600

All Perils (Other Than Hurricane): \$2,500

### Checklist of Coverage (continued)

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

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

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

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	\$43,000.00	The shortest time required to repair or replace the damage.
Y	Fair Rental Value	\$43,000.00	The shortest time required to repair or replace such premises.
Y	Civil Authority Prohibits Use	\$43,000.00	No more than two weeks.

Property - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit	
			Included	Additional
Y	Debris Removal	\$430,000		X
Y	Reasonable Repairs	\$430,000	X	
Y	Property Removed	\$21,500.00	X	
N	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	-		
Y	Loss Assessment	\$1,000	X	
Y	Collapse	\$430,000	X	
Y	Glass or Safety Glazing Material	\$430,000	X	
Y	Law and Ordinance	\$43,000		X
N	Grave Markers	-		
Y	Mold / Fungi	\$10,000.00	X	

### Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
N	Burglar Protective Devices	-
N	Fire Protective Devices	-
N	Water Protective Devices	-
N	Windstorm Loss Reduction	-
N	Building Code Effectiveness Grading Schedule	-

Insurer May Insert Any Other Property Coverage Below			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Loss Settlement Basis (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Y	Water Back Up	\$5,000	Replacement Cost
Y	Theft	\$21,500	Replacement Cost

<b>Personal Liability Coverage</b>
Limit of Insurance: <u>\$300,000</u>

<b>Medical Payments to Others Coverage</b>
Limit of Insurance: <u>\$5,000</u>

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

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



# Kin Interinsurance Network

## Dwelling Fire Multi-Peril Policy

**Claims/Customer Service: (855) 216-7674**

**Kin Interinsurance Network  
415 1st Ave. N  
St. Petersburg, FL 33701**



## Kin Interinsurance Network

P.O. Box 95241  
Chicago, IL 60694-5241

**Producer Name**  
Kin Insurance Network  
Distributor, LLC (KIND)

**Policy Number**  
KIN-DP-FL-244536479

**Policy Period**  
06/07/2022 to 06/07/2023

## Dwelling Fire Policy Declarations

*Policy underwritten by Kin Interinsurance Network*

Your Declarations Page shows at a glance the coverage you have and your premium. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a complete description of your coverage.

AGENCY INFO			
AGENCY NAME Kin Insurance Network Distributor, LLC (KIND)		AGENCY NUMBER 1	AGENCY EMAIL support@kin.com
ADDRESS 222 Merchandise Mart Plaza, Suite 228 Chicago IL 60654 For Payments, please use this address: KIN INTERINSURANCE NETWORK P.O. Box 95241 Chicago, IL 60694-5241		PHONE (855) 717-0022	
NAMED INSURED		SECOND NAMED INSURED	
NAME <b>Daniel Bernstein</b>		NAME <b>Jacob Bernstein</b>	
DATE OF BIRTH	PHONE (561) 400-0430	DATE OF BIRTH	PHONE
EMAIL jjdbfr@gmail.com		EMAIL	
POLICY PERIOD		PROPERTY ADDRESS	
START DATE 06/07/2022	END DATE 06/07/2023	2753 NW 34th St Boca Raton, FL 33434-3459	
12:01 AM Standard Time at the residence premises			
This policy applies only to accidents, "occurrences", or losses which happen during the policy period shown above, unless otherwise noted in the policy. If the policy is written on a continuous basis, each period of one year ending on the anniversary date of this policy constitutes a separate policy period.			
DATE ISSUED 06/07/2022		MAILING ADDRESS	



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### REPORT A CLAIM

**Email** claims@kin.com

**Website** kin.com/claims

**Phone Number** (866) 204-2219

### PROPERTY COVERAGES

Section I Coverages	Limit Of Liability
A. Dwelling	\$430,000
B. Other Structure	\$4,300
C. Personal Property	\$21,500
D. Fair Rental Value and Additional Living Expenses	\$43,000

### LIABILITY COVERAGES

Section II Coverages	Limit Of Liability
L. Personal Liability	\$300,000
M. Medical Payments	\$5,000

### DEDUCTIBLES

**All Other Perils** \$2,500

**Calendar Year Hurricane Deductible** \$8,600 (2% of Coverage A)

This policy contains a separate deductible for hurricane losses, and a separate deductible for all other perils, insured against. The deductibles shown in your policy declaration page(s) are the deductibles that will apply as described in your policy, in the event of a covered loss. Other deductibles may be available. Please contact your insurance agent for additional information.



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### PROPERTY INFORMATION

Months Owner Occupied	12	Times Rented Per Year	0
Year Built	1978	Construction Type	Masonry
Distance to Coast (feet)	13,780.8 ft	Foundation	Slab
Flood Zone	X	Building Code Effectiveness Grade	Ungraded
Fire Protection Classification	1	Roof Shape	Other
Roof Material	Tile	Roof Age	22
Heated Living Square Footage	2301	Swimming Pool	Yes
Property Type	Single Family Detached		





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### POLICY PREMIUM

Hurricane Coverage Premium	\$3,779
All Other Peril Policy Premium	\$931
Total Coverage Premium	\$4,710
Installment Fee	\$9
Surplus Contribution	\$471
FIGA Assessment Surcharge	\$33 (0.7%)
Emergency Management Preparedness and Assistance Trust Fund Fee	\$2
<b>TOTAL</b>	<b>\$5,225</b>

### INSURED, MORTGAGEE, AND ADDITIONAL INTERESTS

First Mortgagee		Second Mortgagee
Loan #:		
Additional Interest	Interest	Address
Additional Insured		
Joshua Bernstein		2753 NW 34th St Boca Raton, FL 33434-3459
Bernstien Family Realty, LLC		2753 NW 34th St Boca Raton, FL 33434-3459



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### OPTIONAL COVERAGES AND FORMS

Form Number	Edition	Description	Limit
KIN DP PL3	07 21	Dwelling Fire Policy	
KIN DP LWD	12 20	Limited Water Damage	
KIN DP HDE	12 20	Hurricane Deductible Endorsement	
KIN DP OLC	12 20	Ordinance Or Law	10%
KIN DP PPR	12 20	Personal Property Replacement Cost Loss Settlement	
KIN DP LFM	12 20	Limited Fungi Section I	\$10,000 / \$50,000
KIN DP LTC	12 20	Limited Theft Coverage	\$21,500
KIN FL DP RSP	04 21	Roof Surfacing Payment Schedule	
KIN DP WBU	12 20	Water Backup and Sump Discharge or Overflow Coverage	\$5,000
KIN DP DAI	12 20	Additional Insured	
KIN DP RPI	12 20	Renters Policy Incentive	
KIN DP AOB	12 20	Assignment Of Benefits Endorsement	
KIN DP COP	12 20	Corporate Owned Property	
KIN DP PLL	12 20	Personal Liability	\$300,000 / \$5,000
KIN DP COL	12 20	Corporate Endorsement Liability	
KIN DP LAI	12 20	Additional Insured Liability	
KIN DP LFL	12 20	Limited Fungi Liability	\$300,000
KIN DP NDC	12 20	No Section Two Day Care Coverage	



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## NOTICES

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

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

**THIS POLICY DOES NOT ALLOW THE UNRESTRICTED ASSIGNMENT OF POST-LOSS INSURANCE BENEFITS. BY SELECTING THIS POLICY, YOU WAIVE YOUR RIGHT TO FREELY ASSIGN OR TRANSFER THE POST-LOSS PROPERTY INSURANCE BENEFITS AVAILABLE UNDER THIS POLICY TO A THIRD PARTY OR TO OTHERWISE FREELY ENTER INTO AN ASSIGNMENT AGREEMENT AS THE TERM IS DEFINED IN SECTION 627.7152 OF THE FLORIDA STATUTES.**

**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.**

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

Your Building Code Effectiveness Grading schedule adjustment is 0% for the hurricane portion and 0% for the non-hurricane portion of the premium. The adjustments can range from a surcharge of 1% to a discount of 10% for the hurricane premium, and from a surcharge of 1% to a discount of 10% for the non-hurricane premium.



**Kin Interinsurance Network**

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**Authorized Countersignature:**

A handwritten signature in black ink, appearing to be "L. H. S." or similar, written in a cursive style.

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# DWELLING FIRE POLICY, SPECIAL FORM

## AGREEMENT

We agree to provide the insurance coverages indicated on the Policy Declarations in return for payment of your premium when due and compliance with all policy terms and conditions. We make this agreement in reliance upon the information you have provided us and require that you inform us within 60 days of any change of title, use or occupancy of the "described location".

## DEFINITIONS

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. In addition, certain words and phrases are defined as follows:

1. "Assignee" means a person who is assigned post-loss benefits through an "assignment agreement."
2. "Assignment agreement" means any instrument by which post-loss benefits under this Policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property.
3. "Assignor" a person who assigns post-loss benefits under a residential property insurance policy to another person through an "assignment agreement".
4. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
5. "Business" includes trade, profession or occupation.
6. "Catastrophic ground cover collapse" means geological activity that results in all of the following:
  - a. The abrupt collapse of ground cover;
  - b. A depression in the ground cover clearly visible to the naked eye;
  - c. "Structural damage" to the "principal building", including the foundation; and
  - d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".Damage consisting merely of the settling or cracking of a foundation, structure, or building does not constitute a loss resulting from a "catastrophic ground cover collapse".
7. "Described Location" means the unit where you reside shown as the "described location" in the Declarations.
8. "Drone" means any unmanned aircraft or ship that can navigate:
  - a. autonomously without human control; or
  - b. with human control beyond line of sight
  - c. by way of GPS, remote control, or onboard computer.
9. "Hidden" means something that a reasonable person would not be aware of because it is out of sight or not readily apparent only if there were no signs, evidence, occurrences or issues that would lead a reasonable person to investigate further or hire an expert to inspect which would reveal the unknown circumstance.
10. "Hurricane loss" means any loss resulting from the peril of Windstorm caused by a hurricane during any "hurricane occurrence".

- 11. "Hurricane occurrence" means any period:**
- a.** Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
  - b.** Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
  - c.** Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.
- 12. "Insured" means you and residents of your household who are:**
- a.** Your relatives; or
  - b.** Other persons under the age of 21 and in the care of any person named above.
- 13. "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 in **12.a.** and **12.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 or two 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.
- 14. "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."
- 15. "Personal watercraft" means watercraft designed to carry one to three people, propelled by a water jet pump powered by an internal combustion engine and capable of speeds greater than 25 MPH. Personal watercraft includes, but is not limited to, watercraft often referred to as jet skis, wave runners and similar watercraft.**
- 16. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.**
- 17. "Primary structural system" means an assemblage of "primary structural members."**
- 18. "Principal building" means the unit where you reside shown as the "residence premises" in the Declarations. "Principal Building" does not include any pools, appurtenant structures, driveways, sidewalks, walkways, decks, patios or other such areas or structures on the insured property unless they are under the same roofline or part of the same foundation as the "Principal Building".**
- 19. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.**

- 20.** "Reasonable emergency measures" means a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- 21.** "Residence employee" means:
- a.** An employee of an "insured" 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."
- 22.** "Sinkhole" means:
- a.** A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water; and
  - b.** A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
- 23.** "Sinkhole activity" means:
- a.** Settlement or systematic weakening of the earth supporting the "Principal Building" covered under Section I of your policy.
  - b.** The settlement or systematic weakening must result from contemporaneous movement or raveling of soils, sediments, or rock material into subterranean voids created by the effect of water on limestone or similar rock formations.
- 24.** "Sinkhole loss" means "structural damage" to the "Principal Building" including the foundation, caused by "Sinkhole activity".
- 25.** "Structural Damage" means the "principal building", regardless of the date of its construction, has experienced the following:
- a.** Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
  - b.** Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
  - c.** Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
  - d.** Damage that results in the building, or any portion of the building containing "primary structural members" or "principal structural systems", being significantly likely to imminently collapse because of movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
  - e.** Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.
- 26.** "Unoccupied" means the dwelling is not being inhabited as a residence.

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

## **DEDUCTIBLE**

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

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.

## **COVERAGES**

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

### **COVERAGE A – Dwelling**

We cover:

1. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including attached structures and attached wall-to-wall carpeting if damage to the dwelling is caused by a covered loss.
2. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
3. If not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.
4. In-ground swimming pools including related permanently installed equipment such as pumps and filters.

This coverage does not apply to land, including land on which the dwelling is located.

### **COVERAGE B – Other Structures**

We cover:

1. Other structures on the Described Location, set apart from the dwelling by clear space.
2. Other structures connected to the dwelling by only a fence, utility line, or similar connection.
3. Fences whether attached or not attached to the dwelling.

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

We do not cover:

1. Other structures used in whole or in part for commercial, manufacturing or farming purposes; or
2. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

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

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

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

The total limit of liability for Coverages **A** and **B** combined is \$10,000 per policy term for cosmetic and aesthetic damages to floors.

1. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents or any other damage to less than 5% of the total floor surface area and does not prevent typical use of the floor.



2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. This limit does not increase the **Coverage A** or **Coverage B** limits of liability shown on the declaration page.
4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described under **Coverage C – Personal Property**.

### **COVERAGE C – Personal Property**

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. At your request, we will cover personal property owned by:

1. Others while the property is on the part of the Described Location occupied by an “insured.”
2. A guest or a “residence employee” while the property is on the Described Location.

**Property Not Covered.** We do not cover:

1. Articles separately described and specifically insured in this or other insurance;
2. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;
3. Animals, birds or fish;
4. Aircraft and “drones” and parts belonging to aircraft and “drones”. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo. We do cover model or hobby aircraft, except “drones”, not used or designed to carry people or cargo;
5. Motor vehicles or all other motorized land conveyances. This includes:
  - a. Their equipment and accessories; or
  - b. Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
    - (1) Accessories or antennas; or
    - (2) Tapes, wires, records, discs or other media for use with any such device or instrument;
 while in or upon the vehicle or conveyance.

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

- a. Used to service the Described Location; or
- b. Designed for assisting the handicapped;
6. Watercraft, other than rowboats and canoes;
7. Data, including data stored in:
  - a. Books of account, drawings or other paper records; or
  - b. Electronic data processing tapes, wires, records, discs or other software media.
 However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;
8. Credit cards or fund transfer cards.
9. Your satellite dish, satellite antenna or radio towers and their antenna. This exclusion also applies to all related receiving equipment including receiver mounts, transducers or other receiver parts or

installation parts. Television sets are not an excluded item under this exclusion.

If you remove personal property from the Described Location to a newly acquired principal residence, the **Coverage C** limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

## **COVERAGE D – Fair Rental Value and Additional Living Expense**

### **1. Fair Rental Value**

If a loss to property described in **Coverage A, B or C** by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover your:

**Fair Rental Value**, meaning the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental subject to a maximum time limit of 12 months.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

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

### **2. Additional Living Expense**

If a loss to property described in **Coverage A, B or C** by a Peril Insured Against under this policy makes the Described Location unfit for its normal use, we cover your:

**Additional Living Expense**, meaning 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 Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere. In either case, the time period for this coverage is limited to a maximum of 12 months.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Additional Living Expense loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

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

## **OTHER COVERAGES**

**1. Other Structures.** You In order for Other Structures to be covered, a limit must be indicated for **Coverage B – Other Structures** and a premium paid..

**2. Debris Removal.** We will pay your reasonable expense for the removal of:

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

Debris removal expense is included in the limit of liability applying to the damaged property.

**3. Improvements, Alterations and Additions.** If you are a tenant of the Described Location, you may

use up to 10% of the **Coverage C** limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

Use of this coverage does not reduce the **Coverage C** limit of liability for the same loss.

4. **World-Wide Coverage.** You may use up to 10% of the **Coverage C** limit of liability for loss by a Peril Insured Against to property covered under **Coverage C** except rowboats and canoes, while anywhere in the world.

Use of this coverage reduces the **Coverage C** limit of liability for the same loss.

5. **Rental Value and Additional Living Expense.** You may use up to 10% of the **Coverage A** limit of liability for loss of both fair rental value and additional living expense as described in **Coverage D**.

Use of this coverage does not reduce the **Coverage A** limit of liability for the same loss.

6. **Reasonable Emergency Measures.**

- a. We will pay up to the greater of 1% of your Coverage A limit of liability or \$3,000 for the reasonable cost incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a Peril Insured Against.
- b. We will not pay more than the amount in **a.** above, unless we provide you approval within 48 hours of your request to us to exceed the limit in **a.** above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.

If we fail to respond to you within 48 hours of your request to us and the damage or loss is caused by a Peril Insured Against, you may exceed the amount in **a.** above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property from further damage.

If we fail to respond to you or your assignee within 48 hours of the request to us and the damage or loss is caused by a Peril Insured Against, you may exceed the amount in **a.** above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property from further damage.

Any reasonable emergency measures taken prior to our authorization that exceed the limit in **a.** above are not covered, unless we have failed to respond within 48 hours of the request.

Each Request to us to exceed the limit in **a.** above must include the following:

- (1) The date the request is submitted to us;
- (2) The identity of all Named Insureds;
- (3) The identify and contact information of any and all Assignees;
- (4) A complete and executed copy of the Assignment of Claim Benefits;
- (5) The policy number;
- (6) The subject claim number, if known;
- (7) The date of the loss;
- (8) The address where the loss occurred;
- (9) An itemized estimate of all reasonable emergency measures necessary solely to protect the covered property from further damage under this request;
- (10) Any additional documents which you or your assignee are able to provide that may be applicable to this request such as photographs, videos, moisture readings and work logs that demonstrate the damage and work performed prior to the date of the request.

Any request to exceed the limit in **a.** above requires our agreement to a mutual schedule with "you" and "your" permission for "us" and/or our designated representative(s) to enter the

“residence premises” at the address designated in your Declarations as the Insured Location, for the purpose of inspecting your loss.

- c. If however, your policy includes hurricane coverage, and a covered loss occurs during a hurricane, the amount we pay under this other coverage is not limited to the amount in **a.** above.
- d. A reasonable measure under this **Other Coverages 6.** may include a permanent repair only when reasonably necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect, photograph and/or videotape the damage.
- e. This coverage does not:
  - (1) Increase the limit of liability that applies to the covered property;
  - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in **CONDITIONS 4.**
  - (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss, excluded in this Policy.

7. **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.

8. **Trees, Shrubs and Other Plants.** We cover trees, shrubs, plants or lawns, on the Described Location for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by you or a resident of the Described Location or Vandalism or malicious mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage A limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.

This coverage is additional insurance.

9. **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.

10. **Collapse.** We insure for risk of direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Perils Insured Against in **Coverage C – Personal Property.** These perils apply to covered building and personal property for loss insured by this Other Coverage;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of contents, equipment, animals or people;
- e. Weight of rain which collects on a roof;
- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items **b.**, **c.**,

**d., e. and f.** unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

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

#### **11. Glass or Safety Glazing Material.**

**a.** We cover:

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

**b.** This coverage does not include loss:

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

Loss to glass covered under this **Other Coverage 11.**, will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

#### PERILS INSURED AGAINST

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

We insure against risk of sudden and accidental direct physical loss to property described in Coverages **A** and **B** only if that loss is a physical loss to the property.

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

- 1.** We insure for direct physical loss to covered property caused by the peril of “catastrophic ground cover collapse”.
- 2. Coverage C – Personal Property** applies if there is a direct physical loss resulting from a “catastrophic ground cover collapse”, unless the loss is excluded elsewhere in this policy.
- 3.** Structural damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a “catastrophic ground cover collapse”.
- 4.** Direct physical loss from “catastrophic ground cover collapse” does not apply to the costs to repair the depression or hole, or to stabilize the land on the residence premises.

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

The **Earth Movement and Settlement** Exclusion **1.b.** does not apply to this peril.

We do not insure, however, for loss:

- 1.** Involving collapse, other than as provided in **Other Coverages 10**;
- 2.** Caused by:
  - a.** Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of

a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain the system and appliances of water;
- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
  - (1) Fence, pavement, patio or swimming pool;
  - (2) Foundation, retaining wall or bulkhead; or
  - (3) Pier, wharf or dock;
- c. Theft of property not part of a covered building or structure;
- d. Theft in or to a dwelling or structure under construction;
- e. Wind, hail, ice, snow or sleet to:
  - (1) Outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
  - (2) Trees, shrubs, plants or lawns;
- f. Vandalism and malicious mischief, theft or attempted theft if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

A dwelling being constructed is not considered "vacant" or "unoccupied";
- g. Constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;
- h. (1) Wear and tear, marring, deterioration;
  - (2) Inherent vice, latent defect, mechanical breakdown;
  - (3) Smog, rust or other corrosion, mold, "fungi", wet or dry rot
  - (4) Smoke from agricultural smudging or industrial operations;
  - (5) Discharge, dispersal, seepage, migration release or escape 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;
  - (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings; or
  - (7) Birds, vermin, rodents, insects or domestic animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

### 3. Excluded under **General Exclusions**.

Under items 1. and 2., any ensuing loss to property described in **Coverages A and B** not excluded or excepted in this policy is covered.

### **COVERAGE C – PERSONAL PROPERTY**

We insure for sudden and accidental direct physical loss to the property described in **Coverage C** caused

by a peril listed below unless the loss is excluded in the **General Exclusions**.

**1. Fire or lightning.**

**2. Windstorm or hail.**

This peril does not include loss to:

- a. 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;
- b. Canoes and rowboats; or
- c. Trees, shrubs or plants.

**3. Explosion.**

**4. Riot or civil commotion.**

**5. Aircraft**, including self-propelled missiles and spacecraft.

**6. Vehicles.**

**7. Smoke**, meaning sudden and accidental damage from smoke.

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

**8. Vandalism or malicious mischief.**

This peril does not include loss by pilferage, theft, burglary or larceny.

**9. Damage by Burglars**, meaning damage to covered property caused by Burglars.

This peril does not include:

- a. theft of property; or
- b. damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

**10. Falling Objects.**

This peril does not include loss to 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 covered.

**11. Weight of ice, snow or sleet** which causes damage to property contained in the building.

**12. Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. to the system or appliance from which the water or steam escaped;
- b. caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. on the Described Location caused by accidental discharge or overflow which occurs off the Described Location.
- d. Caused by or resulting from constant or repeated seepage or leakage of water or steam over a period of fourteen (14) or more days from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "named insureds" and is "hidden" within the walls or ceilings or beneath

the floors or above the ceilings of a structure. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the seepage or leakage of water or steam or the presence or condensation of humidity, moisture, or vapor began;

e. Otherwise excluded or limited elsewhere in this Policy. In this peril, a plumbing system does not include a sump, sump pump or related equipment.

- 13. 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 the peril of freezing below.

- 14. Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the Described Location while the dwelling is unoccupied or being constructed, unless you have used reasonable care to:

- a. maintain heat in the building; or
- b. shut off the water supply and drain the system and appliances of water.

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

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

- 16. Volcanic Eruption** other than loss caused by earthquake, land shock waves or tremors.

- 17. "Catastrophic Ground Cover Collapse"**

### **GENERAL EXCLUSIONS**

1. 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.

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

- b. **Earth Movement**

"Earth Movement" means:

- (1) Earthquake, including land shock waves or tremors before, during, or after a volcanic eruption;
- (2) Landslide, mudslide or mudflow;
- (3) Subsidence or sinkhole; or
- (4) Any other earth movement, including earth sinking, rising or shifting;
- (5) Clay shrinkage or other expansion or contraction of soils or organic materials;
- (6) Decay of buried or organic materials; or
- (7) Settling, cracking or expansion of foundations;
- (8) Soil movement resulting from blasting

caused by or resulting from human or animal or any act of nature unless direct loss by fire or explosion ensues, and then we will pay only for the ensuing loss.

This Exclusion **1.b.** Does not apply to loss by "catastrophic ground cover collapse".



**c. Water Damage**, meaning:

- (1) Flood, surface water, waves, tidal waves, tsunamis, tides, tidal water, overflow of any body of water, or spray from any of these, whether or not driven by wind or storm surge;
- (2) Water, water-borne material, sewage or any other substance which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment;
- (3) Water, water-borne material, sewage or any substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure; or
- (4) Water, water-borne material, sewage or any other substance on or below the surface of the ground, regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

This exclusion **c.** applies regardless of whether any of the above, in **c.(1)** through **c.(4)** is caused by or results from human or animal forces or by any act of nature.

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

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

- d. Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss or damage caused by that Peril Insured Against.
- e. Neglect**, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.
- f. War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- g. Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the **Conditions**.
- h. Intentional Loss**, meaning any loss arising out of any act any "insured" commits or conspires to commit with the intent to cause a loss.
- In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.
- i. Criminal or Illegal Activity**, meaning any and all criminal or illegal acts performed by any "insured" that result in damage to your structure or personal property.
- j. Existing Damage.**

Damage which occurred prior to policy inception regardless of whether such damage were apparent at the time of the inception of the policy or discovered at a later date.

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

**k. Assignee(s) or Third Parties.**

We will not be responsible for payment to any assignee(s) or third parties, for payments on losses that are not covered under this policy.

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

This exclusion does not apply:

- (1) When “fungi”, wet or dry rot, or bacteria result from fire or lightning; or
- (2) To the extent coverage is provided for in the “Fungi”, Wet Or Dry Rot, Or Bacteria Other Coverage with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct Loss by a Peril Insured Against resulting from “fungi”, wet or dry rot, or bacteria is covered.

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

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

- n. **Loss Cause by “Sinkhole”.**

“Sinkhole” means:

- (1) A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water.
- (2) A “sinkhole” forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

This exclusion does not apply in the event of a direct physical loss from “catastrophic ground cover collapse”.

- o. **Diminished Value.**

We do not cover any loss due to diminished value of any property covered under this policy.

- p. **Wind or Hail Damage to:**

- (1) Outdoor radio and television antennas or satellite dishes and aerials including their lead in wiring, masts or towers; or
- (2) Awning, fences, aluminum framed screened enclosures, including pool cages and aluminum framed carports; or
- (3) All personal property unless it is located within the principal residence for which this policy applies.

- 2. We do not insure for loss to property described in **Coverage A** and **B** caused by any of the following. However, any ensuing loss to property described in **Coverage A** and **B** not excluded or excepted in this policy is covered.

- a. **Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss.
- b. **Acts or decisions**, including the failure to act or decide, of any person, group, organization, or governmental body.
- c. **Faulty, inadequate or defective:**

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property whether on or off the Described Location.

## **CONDITIONS**

- 1. **Policy Period.** This policy applies only to loss which occurs during the policy period.

**2. 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:

- a. To the "insured" for more than the amount of the "insured's" interest at the time of loss; or
- b. For more than the applicable limit of liability.

**3. Concealment or Fraud.** The entire policy will be void, if whether before or after a loss any "insured" has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements;

relating to this insurance.

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

#### **4. Duties After Loss.**

Even if a claim is assigned, all provisions of this policy apply. 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.

- a. **"Your" Duties after Loss.** In case of a loss to covered property, you must see that the following are done. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

(1) Give prompt notice to us or your insurance agent:

Except for Reasonable Emergency Measures taken under **OTHER COVERAGES 6**, solely to protect covered property from further damage when the damage or loss is caused by a Peril Insured Against, there is no coverage for repairs that begin before the earlier of:

- (a) 72 hours after we are notified of the loss;
- (b) The time of loss inspection by us; or
- (c) The time of other approval by us;

All claims, or reopened claims as defined in Section 627.70132 of the Florida Statutes for loss or damage made against this policy are barred unless notice of the claim or reopened claim for loss or damage caused by any peril is given to us in accordance with the terms of this policy and within two (2) years after the date of loss. A supplemental claim as defined in Section 627.70132 of the Florida Statutes is barred unless notice of the supplemental claim is given to us in accordance with the terms of the policy within three (3) years after the date of loss.

For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration. Please refer to **CONDITIONS** item **11**, for claims, supplemental claims, or reopened claims timely filed under this section.

(2) Protect the covered property from further damage. The following must be performed:

- (a) Take reasonable emergency measures that are necessary to protect the covered property from further damage as provided under **OTHER COVERAGES 6**.

A reasonable emergency measure under (2)(a) above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property.

- (b) Keep an accurate record or repair expenses.
- (3) Prepare an inventory of damaged personal property showing the quantity, description, age, actual cash value and amount of loss. Attach bills, receipts and related documents that establish ownership of the damaged personal property and justify the figures in the inventory.
- (4) As often as we reasonably require:
  - (a) Show the damaged property;
  - (b) For losses under **Coverages A and B**, allow us to re-inspect, including taking photos and/or video of the property to confirm repairs invoiced by assignees or third parties were completed, or following a supplemental or re-opened claim;
  - (c) Provide us with records and documents we request and permit us to make copies;
  - (d) You, or any "insured" under this Policy, must submit to examinations under oath, while not in the presence of any other "insured," and sign the same; and
  - (e) You, or any "insured" under this Policy, must submit to a recorded statement.
- (5) 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 interest of the "insured" 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 **4.a.(3)** 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 the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.
- (6) To the degree reasonable possible:
  - (a) Retain the damaged property; and
  - (b) Allow us to inspect, photograph and/or videotape any damaged property prior to its removal from the "insured location", to determine the cause of loss and the condition it was in at the time of loss.
- (7) At our request, provide to us or execute an authorization which allows us to obtain on your behalf, records and documentation we deem relevant to the investigation of your loss.
- (8) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy, other than an "insured" must submit to examinations under oath and recorded statements, while not in the presence of any "insured" and sign the same.
- (9) If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and sign the same.
- (10) Cooperate with us in the investigation of a claim.

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

- b. Assignee(s)' Duties After Loss.** For assignee(s) of claims benefits that are seeking benefits under this policy, in the case of a loss to covered property, we have no duty to provide coverage under this policy to assignee(s), if the failure to comply with the following duties is prejudicial to us:

- (1) Provide documentation that substantiates the assignee(s) right to bring a claim under this policy, and permit us to make copies;
- (2) Provide documentation that details, itemizes, and substantiates the scope and amount of loss for which the assignee(s) is making a claim under this policy, including all updates to the scope and revised documentation, and permit us to make copies; and
- (3) Participate in appraisal or other alternative dispute resolution method in accordance with the terms of the policy.

These duties must be performed as often as we reasonably require, by each of the following:

- (a) Assignee(s) seeking benefits;
- (b) The assignee(s)' agents;
- (c) The assignee(s)' representatives; and
- (d) Any public adjuster engaged on the assignee(s)' behalf.

The duties above apply regardless of whether assignee(s) seeking benefits under the policy, or their agent or representative, retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

- 5. Loss Settlement.** In this **Condition 5.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law except to the extent that coverage for these increased costs is provided in **Other Coverages**. Covered property losses are settled as follows:

**a.**

- (1) Personal property
- (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
- (3) Structures that are not buildings;

At actual cash value at the time of loss but not more than the amount required to repair or replace.

- b. Buildings under Coverage A or B** at replacement cost without deduction for depreciation, subject to the following:

- (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
  - (a) The limit of liability under this policy that applies to the building;
  - (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or
  - (c) The necessary amount actually spent to repair or replace the damaged building.
- (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less

than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (a) The actual cash value of that part of the building damaged; or
  - (b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
- (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
- (a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
  - (b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
  - (c) Underground flues, pipes, wiring and drains.
- (4) We will settle the loss as noted in **b.(1)** of this provision. If **b.(1)** is not applicable, we will settle the loss as follows:
- (a) We will initially pay at least the actual cash value of the insured loss, minus any applicable deductible.
  - (b) We will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred.
  - (c) If a total loss, we will pay the replacement cost amount without deduction for depreciation.

This does not prohibit us from exercising our right to repair damaged property in compliance with this policy and pursuant to Section 627.702(7), Florida Statutes.

- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provision of this **Condition 5. Loss Settlement**, provided you notify us of your intent to do so within 180 days after the date of loss.
- (6) If the dwelling where the loss or damage occurs has been "Vacant" or "unoccupied" for more than thirty (30) consecutive days before the loss or damage, we will not pay for any loss or damage caused by any of the following perils:
- (a) Vandalism;
  - (b) Sprinkler leakage when caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the entire system against freezing;
  - (c) Dwelling glass breakage; or
  - (d) Water damage.
- (7) When the damage from Hail consists only of dents to the exterior surface of a home or other structures, not causing structural damage, we will pay the lowest of the following amounts:
- (a) The cost of repairing or replacing the damaged portion of the property; or
  - (b) 2% of the amount of insurance provided under **Coverage A – Dwelling**.

Hail often dents the exterior surface of a home or other structures without causing structural damage.

Materials usually affected by this type of damage include but are not limited to metal, fiberglass or rigid plastic porches, carports, awning and utility rooms.

When this type of loss or damage occurs, this Loss Settlement Condition will apply.

(8) Reasonable emergency measures performed solely to protect covered property from further damage will be adjusted in accordance with **OTHER COVERAGES 6. Reasonable Emergency Measures** of this policy.

(9) All repairs other than reasonable emergency measures performed by repairperson(s), contractors, or assignees shall not exceed the reasonable and necessary labor, materials, costs or measures to repair the property, unless otherwise specifically covered under the terms and conditions of the policy (i.e. ordinance or law coverage).

**6. Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:

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

**7. Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

**8. Mediation Or Appraisal.**

- a. If you and we are engaged in a dispute regarding a claim under this policy, either may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The results of the mediation are binding only when both parties agree, in writing, on a settlement and, you have not rescinded the settlement within three (3) business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided you. We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the costs of that rescheduled conference. However, if "we" fail to appear at a mediation conference without good cause, "we" will pay the actual cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.
- b. b. If you and we fail to agree on the amount of the loss, either party may request an appraisal of the loss. Both parties must agree to the appraisal process. In this event, each party will choose a competent and impartial independent appraiser within twenty (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 fifteen (15) days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

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

**9. Other Insurance and Service Agreement.** If property covered by this policy is also covered by

- a. Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property; or
- b. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

**10. Subrogation.** You 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, the person insured must sign and deliver all related papers and cooperate with us.

- 11. Suit Against Us.** If you and we fail to agree on a settlement regarding the loss, prior to filing suit, you must notify us of your disagreement in writing.

No action can be brought against us unless there has been full compliance with all of the terms and conditions under this policy and the action is filed within five (5) years after the date of loss. In accordance with Florida Statutes Section 627.70152, "you" must provide the Department of Financial Services with written notice of "your" intent to initiate litigation at least 10 business days before filing suit.

- 12. Our Option.** At our option, in lieu of issuing any loss payment, if we choose to exercise our option:

- a. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- b. For losses covered under **Coverage A – Dwelling**, insured for Replacement Cost Loss Settlement as outlined in **Condition 5. Loss Settlement**, we may elect to repair or replace any or all of the damaged property with material of like kind and quality without deduction for depreciation;
- c. Unless otherwise indicated in this policy, we will provide written notice to you no later than thirty (30) days after our inspection of the reported loss.
- d. You must comply with the duties described in **CONDITIONS**, paragraph **4.a.(4)** and **4.a.(10)**.
- e. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
- f. You must execute all work authorizations to allow contractors and related parties entry to the property.
- g. You must otherwise cooperate with repairs to the property.
- h. You are responsible for payment of the deductible stated in your declaration page.
- i. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract

- 13. Loss Payment.** We will adjust all losses with you. Claims payments issued for damage under **Coverage A – Dwelling** or **Coverage B – Other Structures** will be made payable to all Named Insureds and applicable mortgagees listed on the Declarations page of this policy and your assignee(s). In the event that any repair services were performed under the Our Option provision, we will pay the retained contractor directly for those services or part or portion of any services the retained contractor performs or provides. For all other claims payments we will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be payable upon the earliest of the following::

- a. 20 days after we receive your proof of loss and reach written agreement with you;
- b. 60 days after we receive your proof of loss and:
  - (1) There is an entry of a final judgment; or
  - (2) There is a filing of an appraisal award or a mediation settlement with us; or
- c. If payment is not denied, within 90 days after we receive notice of an initial, reopened or supplemental property claim. However, this provision 13.c., does not apply if factors beyond our control reasonably prevent such payment.

Reasonable Emergency Measures will be payable in accordance with **Other Coverages 6.**



### **Reasonable Emergency Measures.**

You are responsible for all applicable deductibles.

**14. Abandonment of Property.** We need not accept any property abandoned by you.

### **15. Mortgage Clause.**

The word "mortgagee" includes trustee.

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

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. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

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.

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.

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

We provide coverage to no mortgagee or its representatives under this policy if, whether before or after a loss, a mortgagee or its representative has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made material false statements;

relating to this insurance.

**16. 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.

### **17. Cancellation.**

- a. 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.
- b. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the described location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the described location, 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.

**(1)** When you have not paid the premium, we may cancel during this period by letting you know at least 10 days before the date cancellation takes effect.

**(2)** If:

**(a)** There has been a material misstatement or fraud related to the claim;

**(b)** We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or

**(c)** We have paid policy limits;

We may cancel during this period by letting you know at least 45 days before the date cancellation takes effect

**(3)** We shall be entitled to collect any additional premium required to keep the policy in effect during this period.

However, this provision **17.b.(3)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

**c.** If the conditions described in Paragraph **17.b.** do not apply, we may cancel only for the following reasons:

**(1)** When this policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.

**(2)** We may also cancel this policy subject to the following provisions. We will notify you of our action at least 120 days before the effective date of the cancellation, except that:

**(a)** When you have not paid the premium, we may cancel at any time by providing at least 10 days written notice before the date cancellation takes effect.

**(b)** If cancellation is for reasons other than nonpayment of the premium, when this policy has been in effect for 90 days or less, we may cancel for any reason, except that we may not cancel:

**(i)** On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

**(ii)** On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or

**(iii)** On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household.

We will let you know of our action at least 20 days before the date cancellation takes effect.

**(c)** When this policy has been in effect for more than 90 days, we may cancel:

**(i)** If there has been a material misstatement;

**(ii)** If there is a nonpayment of premium;

**(iii)** If the risk has changed substantially since the policy was issued;

- (iv) In the event of failure to comply, within 90 days of the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
- (v) If the cancellation is for all insureds under policies of this type for a given class of insureds;
- (d) When this policy has been in effect for more than 90 days, we may not cancel:
  - (i) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or
  - (ii) On the basis of credit information available in public records.
  - (iii) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
  - (iv) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

If more than one notice requirement applies, we will provide the broadest notice.

A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- d. If the date of cancellation becomes effective during the duration of a hurricane:
  - (1) The date of cancellation will not become effective until the end of the duration of the hurricane; and
  - (2) We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the policy remains in effect.

However, this provision **17.d.** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the hurricane.

- e. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- f. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within 15 days after the date cancellation takes effect.
- g. Florida Statute section 627.4133(5), requires that if an insurer cancels a property insurance policy on property secured by a mortgage loan, due to the lender's failure to pay on a timely basis, the premium when due, the insurer shall reinstate such policy pursuant to Florida Statute section 501.137.

## **18. Non-Renewal.**

- a. We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice:
  - (1) If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the described location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency; then during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the described location, we may elect not to renew this policy only if:

- (a) You have not paid the renewal premium;
- (b) There has been a material misstatement or fraud related to the claim;
- (c) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
- (d) We have paid policy limits;

We may do so by letting you know at least 45 days before the expiration date of the policy

- (2) We shall be entitled to collect any additional premium required to keep the policy in effect during this period.

However, this provision **18.a.(2)** does not apply if you have obtained insurance coverage through another authorized carrier with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

If the conditions described in Paragraph **18.a.(1)** do not apply, we may elect not to renew this policy by letting you know at least 120 days before the expiration date of this policy.

**b. We will not non-renew this policy:**

- (1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (2) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (3) On the basis of filing of claims for sinkhole loss regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may elect not to renew this policy if:
  - (a) The total of such property claim payments for this policy equals or exceeds the policy limits in effect on the date of loss, for property damage to the "principal building"; or
  - (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based. If the insurer pays such limit, we may non-renew the policy.
- (4) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or
- (5) On the basis of credit information available in public records.

**c. If the date of nonrenewal becomes effective during the duration of a hurricane:**

- (1) The expiration date of this policy will not become effective until the end of the duration of the hurricane; and
- (2) We shall be entitled to collect additional premium for the period the policy remains in effect.

However, this provision **18.c.** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the hurricane.

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

**19. 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 through introduction of a subsequent edition of our policy.

**20. 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.

**21. Assignment.**

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

We will not be responsible for payment to any assignees, claimants seeking benefits under this policy, or third parties for payments on losses that are not covered under this policy.

**Assignment of your losses or claims does not alter this policy or relieve you, us, or any claimant seeking benefits under this policy of any of the obligations or duties under this policy.**

**22. Death.** If you die, we insure:

- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**23. Nuclear Hazard Clause.**

- a. "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.
- b. 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.
- c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

**24. 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.

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

**26. Choice of Law.** This policy and any performance there-under shall be construed with and governed by the laws of the State of Florida.

**27. Renewal Notification**

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

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

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

**28. Our Right to Recover Payment**

- h. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:
  - (1) Whatever is necessary to enable us to exercise our rights; and
  - (2) Nothing after loss to prejudice them.
- i. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
  - (1) Hold in trust for us the proceeds of the recovery; and
  - (2) Reimburse us to the extent of our payment.

**29. Notification Regarding Access.**

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an "insured" or claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the "insured" or claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property. The "insured" or claimant may deny access to the property if notice has not been provided. The "insured" or claimant may waive the 48-hour notice.

Any request to exceed the limit described in **Other Coverages 6. Reasonable Emergency Measures**, paragraph **a.** requires our agreement to a mutual schedule with "you" and "your" permission for "us" and/or our designated representative(s) to enter the "residence premises" at the address designated in your Declarations at the Insured Location, for the purpose of inspecting your loss.

**30. Salvage.** We reserve the right to recover and acquire ownership of any property damaged due to a covered loss and which has been replaced under the terms and conditions of this policy.

**31. Attorney Fees.** In a suit arising under this policy not brought by an assignee, "your" attorney fees, if awarded by court, shall only be awarded as provided in section 57.105 or section 627.70152 of Florida Statutes.

All other provisions of this policy apply.

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

## **LIMITED WATER DAMAGE**

The following is added under **COVERAGES**:

### **SPECIAL LIMIT OF LIABILITY**

The total limit of liability for water damage to all property covered under Section I – Property Coverages is \$10,000 per occurrence.

This limit applies to direct physical damage to covered property caused by sudden and 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 or fixture.

This limit includes the cost of tearing out and replacing any part of the building covered under Coverage A, or other covered property, necessary to repair the system, appliance, or fixture from which the discharge occurred.

This limit includes all cosmetic and aesthetic damage, including any repair or replacement of items to match quality, color, or size.

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

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

All other provisions of your policy apply.

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

## **HURRICANE DEDUCTIBLE ENDORSEMENT**

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

"Hurricane loss(es)" means any loss resulting from the peril of windstorm caused by a hurricane during any period:

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

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

### **Calendar Year Hurricane Deductible**

The hurricane deductible shown in the Declarations applies for direct physical loss or damage to covered property caused by all "windstorms" as defined above. A hurricane percentage deductible is determined by applying the percentage to the Coverage A Dwelling limit of liability at the time of loss.

In the event of a single "hurricane loss", we will pay only that part of the total of all losses or damages payable under Coverages that exceeds the hurricane deductible shown in the Declarations. The hurricane deductible shown in the Declarations applies on a calendar year basis.

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

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

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

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

The remaining dollar amount of the calendar year hurricane deductible is determined by subtracting the actual deductible(s) applied to all previous windstorm losses caused by hurricane during the calendar year from the calendar year "hurricane" deductible that is in effect at the time of the loss.

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

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



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

## **ORDINANCE OR LAW COVERAGE**

For an additional premium, we will provide coverage for costs associated with the enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or structure insured under this policy subject to the limit and conditions described below.

### **CONDITIONS**

Coverage provided by this endorsement only applies when damage by a Peril Insured Against has occurred to your Dwelling or Other Structures.

The coverage provided by this endorsement applies to additional costs incurred due solely to the enforcement of any ordinance or law that requires or regulates the construction, repair, or demolition, including the costs of removing debris, directly attributable to ordinances or laws regulating such. Coverage will not be available to cover increases in costs attributable to any other factors.

The ordinance or law must have been in place at the time that loss occurs.

### **LIMIT OF LIABILITY**

Our limit of liability for coverage provided by this endorsement is stated on the declarations page as a percentage of the **Coverage A** limit, shown on your declarations page. Coverage for enforcement of ordinances or laws provided by this endorsement is in addition to the **Coverage A** limit shown on your declarations page.

All other provisions of your policy apply.

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

## **PERSONAL PROPERTY REPLACEMENT COST**

### **1. ELIGIBLE PROPERTY**

For an additional premium, covered losses to the following property are settled at replacement cost at the time of loss:

- a. Coverage C – Personal Property;
- b. If covered in this policy, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings.

Personal Property Replacement Cost coverage will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy:

- a. Jewelry;
- b. Furs and garments trimmed with fur or consisting principally of fur;
- c. Cameras, projection machines, films and related articles of equipment;
- d. Musical equipment and related articles of equipment;
- e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

### **2. PROPERTY NOT ELIGIBLE**

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

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
- b. Memorabilia, souvenirs, collectors' items and similar articles whose age or history contribute to their value.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.

### **3. REPLACEMENT COST LOSS SETTLEMENT CONDITION**

The following loss settlement procedure applies to all property insured under this endorsement:

- a. We will pay no more than the least of the following amounts:
  - (1) Replacement cost at the time of loss without deduction for depreciation;
  - (2) The full cost of repair at the time of loss;
  - (3) The limit of liability that applies to Coverage C, if applicable;
  - (4) Any applicable special limits of liability stated in this policy; or
  - (5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.
- b. We will settle the loss as follows:
  - (1) If the cost to repair or replace the property described in 1. above is more than \$500, we will pay no more than the actual cash value of the loss until the actual repair or replacement is

complete.

- (2)** You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

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

## **LIMITED FUNGI, MOLD, WET OR DRY ROT, OR BACTERIA COVERAGE ENDORSEMENT**

### **SCHEDULE\***

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of claims made or the number of locations insured under this endorsement and listed in this Schedule.

<b>Property Coverage Limit of Liability for the Other Coverage "Fungi", Mold, Wet or Dry Rot, or Bacteria</b>	\$ Each Covered Loss  \$ Policy Aggregate
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\*Entries may be left blank is shown elsewhere in this policy for this coverage.

With respect to the coverage provided under this endorsement, **"Fungi"** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

### **COVERAGES OTHER COVERAGES**

The following Additional Coverage is added:

#### **"Fungi", Mold, Wet or Dry Rot, or Bacteria.**

- a. The amount shown in the Schedule above is the most we will pay for:
  - (1) The total of all loss payable caused by "fungi", mold, wet or dry rot, or bacteria;
  - (2) The cost to remove "fungi", mold, wet or dry rot, or bacteria from covered property;
  - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", mold, wet or dry rot, or bacteria; and
  - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", mold, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is reason to believe that there is a presence of "fungi", mold, wet or dry rot, or bacteria.
- b. The coverage described in **12.a.** only applies when such loss or costs are a result of a **Peril Insured Against** that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the **Peril Insured Against** occurred.
- c. The **Each Covered Loss** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this **Other Coverage** resulting from any one covered loss; and
- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", mold, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this **Other Coverage**, except to the extent that "fungi", mold, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this **Other Coverage**.

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

**PERILS INSURED AGAINST**

**COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES**

(KIN DP PL3 only)

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

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

Paragraph **2.h.(9)** is added:

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

**CONDITIONS**

**1. Policy Period.** Is deleted and replaced by the following:

**1. Policy Period.** This policy applies only to loss or costs which occur during the policy period.

All other provisions of this policy apply.

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

## **LIMITED THEFT COVERAGE**

For an additional premium, we insure against direct physical loss to personal property owned or used by you caused by the Perils Insured Against named below.

### **A. Perils Insured Against**

1. Theft, including attempted theft.
2. Vandalism or malicious mischief as a result of theft or attempted theft. This peril does not include loss at the Described Location, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

### **B. Definitions**

The following definitions apply to the coverage provided by the endorsement:

1. "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 you receive no 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 your relative.
2. "Residence employee" means:
  - a. Your employee, or an employee leased to you by a labor leasing firm, under an agreement between you and the labor leasing firm, whose duties are related to the maintenance or use of the Described Location, including household or domestic services; or
  - b. One who performs similar duties elsewhere not related to your "business".

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

### **C. Coverages and Limits of Liability**

#### **1. On-Premises Coverage**

The **Coverage C** limit is the most we will pay for any one covered loss at the Described Location.

Coverage applies while the property is:

- a. At the Described Location if the property is:
  - (1) Owned or used by you; or
  - (2) Owned by a "residence employee"; or
- b. Placed for safekeeping in any:

- (1) Bank, trust or safe deposit company;
- (2) Public warehouse; or
- (3) Occupied dwelling not owned, rented to or occupied by you.

## 2. Specials Limits of Liability

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

- a. \$1,500 on watercraft of all types including their trailers, furnishing, equipment and outboard motors.
- b. \$1,500 on trailers or semi-trailers not used with watercraft of all types.
- c. \$2,500 on firearms and related equipment.

## 3. Property Not Covered

We do not cover:

- a. Loss caused by a tenant, roomer or boarder, members of the tenant's household, or their employees;
- b. Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;
- c. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, personal records, tickets and stamps;
- d. Jewelry, watches, furs, precious and semi-precious stones;
- e. Aircraft and parts. Aircraft means any contrivance used or designed for flight including drones. We do cover model or hobby aircraft not used or designed to carry people or cargo.
- f. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft and air cushion vehicles;
- g. Motor vehicles or all other motorized land conveyances. This includes:
  - (1) Their accessories, equipment and parts; or
  - (2) Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical systems of motor vehicles or all other motorized land conveyances, including its accessories. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any device or instrument described above;

This exclusion of property described in **c.(1)** and **(2)** above applies only while the property is in or upon the vehicle or conveyance.

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

- (1) Used solely to service the Described Location; or
  - (2) Designed to assist the handicapped;
- h. Property held as a sample or for sale or delivery after sale;
- i. "Business" property;
- j. Animals, birds or fish;
- k. Credit cards, electronic fund transfer cards or access devices used solely for deposit withdrawal or transfer of funds; or

- I. Property separately described and specifically insured by any other insurance.

**D. CONDITIONS**

1. The following is added under **Conditions 4. Your Duties After Loss, paragraph a.:**  
**(11)** Notify the police in case of loss by theft.
2. Condition **9. Other Insurance and Service Agreement** is deleted with respect to the coverage provided by this endorsement and replaced by the following:  
**9. Other Insurance and Service Agreement.** If a loss covered by this endorsement is also covered by:
  - a. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss; or
  - b. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

All other provisions of this policy apply.



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

## **ROOF SURFACING PAYMENT SCHEDULE FOR WINDSTORM OR HAIL**

This endorsement modifies the Loss Settlement Condition in the policy form with respect to a covered loss for roof surface(s) caused by the peril of Windstorm or Hail, including a covered "hurricane loss". Such loss will be subject to loss settlement based on the Roof Surfaces Payment Schedule below. The loss settlement conditions are changed as noted below:

### **DEFINITIONS**

The following definition is added:

**"Roof surfacing"** means the:

1. Shingles or tiles;
2. Cladding;
3. Metal or synthetic sheeting or similar materials covering the roof;
4. Roof flashing; and
5. Any other roofing component attached to the roof surface

### **CONDITIONS**

#### **3. Loss Settlement**

The introductory statement of item 5.b. is deleted and replaced by the following:

- b.** Buildings covered under Coverage A or B, except for their roof surface(s) if the loss to the roof surface(s) is caused by the peril of Windstorm or Hail, at replacement cost without deduction for depreciation, subject to the following:

The following is added to item **5. Loss Settlement**:

- c.** "Roof surfacing" on buildings covered under Coverage A or B if the loss is caused by the peril of windstorm or hail at the percentage of the replacement cost shown in the Roof Surfaces Payment Schedule found in this endorsement, based on the age and type of "roof surfacing" damaged, but not more than the least of the following amounts:
- (1)** The limit of liability under this Policy that applies to the building;
  - (2)** The cost to repair or replace that portion of the "roof surfacing" damaged with material of like kind and quality and for like use, without deduction for depreciation; or
  - (3)** The necessary amount actually spent to repair or replace the damaged "roof surfacing".

This percentage applies to all aspects of the "roof surfacing" repair process including materials, labor, debris removal, and any associated taxes or fees.

The Roof Surfaces Payment Schedule Endorsement provisions apply prior to the applicable deductible.

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The following section is added under Conditions:

17. Timely Reporting of Roof Replacement. The percentage applied to your "roof surfacing" coverage is determined by the Roof Surfaces Payment Schedule on this endorsement, using the Roof Age and Roof Surface Material Type listed on your Declaration page.

You agree to notify us promptly if any element of your "roof surfacing" is replaced. Failure to report a change in the condition of your roof within the greater of (1) 90 days of the replacement or (2) the end of the policy period in which the replacement occurred will result in the application of the conditions shown on your Declarations page to any subsequent loss.

All other provisions of the policy apply.

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Roof Surfaces Payment Schedule						
Age of Roof in Years	Roof Surface Material Type					
	Compositio n Shingle	Metal / Slate	Concrete / Clay Tile	Wood Shake / Shingle	Tar / Gravel / Rolled	Other Roof
0	100%	100%	100%	100%	100%	100%
1	96%	99%	98%	98%	96%	96%
2	92%	98%	96%	96%	92%	92%
3	88%	97%	94%	94%	88%	88%
4	84%	96%	92%	92%	84%	84%
5	80%	95%	90%	90%	80%	80%
6	76%	94%	88%	88%	76%	76%
7	72%	93%	86%	86%	72%	72%
8	68%	92%	84%	84%	68%	68%
9	64%	91%	82%	82%	64%	64%
10	60%	90%	80%	80%	60%	60%
11	56%	89%	78%	78%	56%	56%
12	52%	88%	76%	76%	52%	52%
13	48%	87%	74%	74%	48%	48%
14	44%	86%	72%	72%	44%	44%
15	40%	85%	70%	70%	40%	40%
16	36%	84%	68%	68%	36%	36%
17	32%	83%	66%	66%	32%	32%
18	28%	82%	64%	64%	28%	28%
19	25%	81%	62%	62%	25%	25%
20	25%	80%	60%	60%	25%	25%

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21	25%	79%	58%	58%	25%	25%
22	25%	78%	56%	56%	25%	25%
23	25%	77%	54%	54%	25%	25%
24	25%	76%	52%	52%	25%	25%
25	25%	75%	50%	50%	25%	25%
26	25%	74%	48%	48%	25%	25%
27	25%	73%	46%	46%	25%	25%
28	25%	72%	44%	44%	25%	25%
29	25%	71%	42%	42%	25%	25%
30+	25%	70%	40%	40%	25%	25%

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

## **WATER BACK UP AND SUMP OVERFLOW**

For an additional premium, we insure, up to the amount listed in the Policy Declarations, for direct physical loss, not caused by the negligence of any "insured," to property covered under Section I caused by 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.

This endorsement does not increase the limits of liability for Coverages **A**, **B**, **C** or **D** stated in the policy Declarations.

### **Special Deductible**

The following deductible provision replaces any other deductible provision in the policy with respect to loss covered under this endorsement.

We will pay only that part of the loss which exceeds your policy deductible stated on the Declaration Page or \$1,000, whichever is greater. No other deductible applies to this coverage. This deductible does not apply with respect to **Coverage D**.

### **PERILS INSURED AGAINST**

In Form **KIN DP PL3**, paragraph **2.h.(2)** under **Coverage A – Dwelling and Coverage B – Other Structures** is deleted, with respect to coverage for loss caused by overflow of sumps, and replaced by the following:

(2) Latent defect, inherent vice;

### **GENERAL EXCLUSIONS**

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

c. **Water Damage**, meaning

(1) 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;

(2) Water which:

(a) Backs up through sewers or drains; or

(b) Overflows or is otherwise discharged from a sump, sump pump or related equipment;

As a direct or indirect result of flood; or

(3) Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or

(4) Waterborne material carried or otherwise moved by any of the water referred to in **c.(1)** through **c.(3)** of this exclusion.

This Exclusion **c.** applies regardless of whether any of the above, in **c.(1)** through **c.(4)** is caused by an act of nature or is otherwise caused.

This Exclusion **c.** 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 **c.(1)** through **c.(4)** is covered.

All other provisions of this policy apply.

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

## **ADDITIONAL INSURED**

### **Described Location**

Name and Address of Person or Organization\*

Interest\*

Described Location\*

(Number, Street, Apartment, Town or City, County, State, ZIP Code)

The person or organization named above is considered an insured in this policy with respect to **Coverage A – Dwelling** and **Coverage B – Other Structures** at the Described Location listed above.

If we decide to cancel or not to renew this policy, the party named above will be notified in writing.

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

All other provisions of this policy apply.

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

**RENTERS POLICY INCENTIVE ENDORSEMENT**

The following deductible provision is added to any other deductible provision in the policy with respect to covered loss

When a claim is filed, if “you” provide proof and “we” confirm that a renters policy was in force on the date of loss and for at least 14 days immediately preceding the date of loss, then the deductible of the policy will be reduced by the lesser of the following:

- 50% of the deductible applicable to the loss, or
- \$750.

The renters policy must cover the unit, located at the “Described Location” insured under this policy, where the loss originated.

The amount of loss must meet or exceed the applicable deductible shown on the Declarations page before this endorsement is in effect.

This endorsement does not apply to weather-related or catastrophe losses, including but not limited to Hail, Lightning, Windstorm, Hurricane, Flood, Sinkhole, or Earthquake, whether or not covered by the policy.

All other provisions of this policy apply.



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

## **ASSIGNMENT OF BENEFITS ENDORSEMENT**

For a premium credit, this policy restricts in whole your right to execute an "assignment agreement".

### **CONDITIONS**

**21. Assignment** is deleted and replaced by the following:

#### **21. Assignment**

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

Under **CONDITIONS** of this Policy, post-loss insurance benefits may not be assigned to a third party under any "assignment agreement". There is no coverage for all liabilities, damages, losses, and costs, including, but not limited to, attorney fees, that arise out of the "assignment agreement" being prohibited due to this endorsement or invalidated because of non-compliance with Florida law.

All other provisions of your policy apply.

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

## **CORPORATE OWNED PROPERTY**

### **DEFINITIONS**

Definition **12.** which defines "insured" is extended to include the Corporation shown as the Named Insured on the Policy Declarations, but only with respect to:

#### **1. COVERAGES**

All other provisions of this policy apply.



## PERSONAL LIABILITY POLICY

### OUR AGREEMENT WITH YOU

We agree to provide the insurance coverages described in this policy, to the extent indicated on the policy Declarations, in return for receipt of your premium payment when due and your compliance with all policy terms and conditions. We make this agreement in reliance upon the information provided by you to us.

### THE DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the policy Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

"Aircraft"	means any contrivance designed or used for flight.
"Bodily injury"	means physical harm to a human, including sickness or disease, and including required care, loss of services and death that results. "Bodily injury" does not include the existence, transmission, or result of communicable diseases.
"Business"	means: <ol style="list-style-type: none"><li>1. An occupation, trade or profession conducted on a full-time, part-time or occasional basis; or</li><li>2. Any other action(s) performed for monetary compensation.</li></ol>
"Insured"	means you and residents of your household who are: <ol style="list-style-type: none"><li>1. Your relatives;</li><li>2. Other persons under the age of 21 and in your care or in the care of your relative who is also a resident of your household;</li><li>3. With respect to animals or watercraft owned by you or any person included in sections 1. or 2. of this definition and to which this policy applies, any person or organization legally responsible for these animals or watercraft. 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 is not an "insured;"</li><li>4. With respect to any vehicle to which this policy applies:<ol style="list-style-type: none"><li>a. Persons while engaged in your employ or that of any person included in sections 1. or 2. of this definition; or</li><li>b. Other persons using the vehicle on an "insured location" with your consent.</li></ol></li></ol>

"Insured location"	<p>means:</p> <ol style="list-style-type: none"> <li>1. The "residence premises;"</li> <li>2. The part of other premises, other structures and grounds used by you as a residence and:               <ol style="list-style-type: none"> <li>a. Which is shown in the policy Declarations; or</li> <li>b. Which is acquired by you during the policy period for your use as a residence;</li> </ol> </li> <li>3. Any premises used by you in connection with a premises described in sections 1. or 2. of this definition;</li> <li>4. Any part of a premises:               <ol style="list-style-type: none"> <li>a. Not owned by an "insured;" and</li> <li>b. Where an "insured" is temporarily residing;</li> </ol> </li> <li>5. Vacant land, other than farm land, owned by or rented to an "insured;"</li> <li>6. Land owned by or rented to an "insured" on which a one to four family dwelling is being built as a residence for an "insured;"</li> <li>7. Individual or family cemetery plots or burial vaults of an "insured;" or</li> <li>8. Any part of a premises occasionally rented to an "insured" for other than "business" use.</li> </ol>
"Motor vehicle"	<p>means:</p> <ol style="list-style-type: none"> <li>1. A self-propelled land or amphibious vehicle; or</li> <li>2. Any trailer being carried on, towed by or hitched for towing by a self-propelled land or amphibious vehicle.</li> </ol> <p>"Motor vehicle" does not include a vehicle that is:</p> <ol style="list-style-type: none"> <li>a. In dead storage at an "insured location" at the time of an "occurrence";</li> <li>b. Not subject to motor vehicle registration and used solely to service the "residence premises";</li> <li>c. Designed for recreational use off public roads and:               <ol style="list-style-type: none"> <li>(1) Not owned by an "insured"; or</li> <li>(2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" described in sections 1., 2., 4., 5., or 8. of the definition of "insured location".</li> </ol> </li> <li>d. A motorized wheelchair:               <ol style="list-style-type: none"> <li>(1) Being used to assist a handicapped person at the time of an "occurrence"; or</li> <li>(2) Parked on an "insured location" at the time of an "occurrence"; or</li> </ol> </li> <li>e. A motorized golf cart that is owned by an "insured", designed to carry no more than 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:               <ol style="list-style-type: none"> <li>(1) A golfing facility and is parked or stored there, or being used by an "insured" to:</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>(a) Play the game of golf or for other recreational or leisure activity allowed by the facility;</li> <li>(b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or</li> <li>(c) Cross public roads at designated points to access other parts of the golfing facility; or</li> </ul> <p>(2) A private residential community, which is subject to the authority of a property owners association and contains an "insured's" residence.</p>
"Occurrence"	<p>means an accident which results, during the policy period, in:</p> <ul style="list-style-type: none"> <li>1. "Bodily injury;" or</li> <li>2. "Property damage."</li> </ul> <p>Continuous or repeated exposure to substantially the same harmful conditions constitutes a single "occurrence."</p> <p>Assault or battery committed by or at the direction of an "insured" does not constitute an "occurrence".</p>
"Property damage"	means physical injury to or destruction of tangible property, including the loss of its use as a result of its physical injury or destruction.
"Residence employee"	<p>means:</p> <ul style="list-style-type: none"> <li>1. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or</li> <li>2. One who performs similar duties elsewhere not related to the "business" of an "insured."</li> </ul>
"Residence premises"	<p>means:</p> <ul style="list-style-type: none"> <li>1. The one family dwelling, other structures, and grounds; or</li> <li>2. That part of any other building;</li> </ul> <p>where you reside and which is shown as the "residence premises" in the policy Declarations.</p> <p>"Residence premises" also means a two, three or four family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the policy Declarations.</p>
"Watercraft"	means any vessel or craft created to be propelled on water by engine power, wind, solar power, or electric motor. Watercraft includes, but is not limited to, boats, ships, hovercraft, submarines, and personal watercraft often referred to as jet skis, wave runners and similar watercraft.

## THE LIABILITY COVERAGES

### COVERAGE L – PERSONAL LIABILITY

If a claim is made or a lawsuit 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 the "insured" is legally liable; and
2. Provide the "insured" with a defense to a lawsuit at our expense and provided by counsel of our choice, even if the lawsuit is groundless, false or fraudulent.

We may, at our discretion, investigate and settle any claim or lawsuit in the manner we decide is appropriate. Our duty to pay or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

#### **COVERAGE M – MEDICAL PAYMENTS TO OTHERS**

In the event of "bodily injury" caused by an "occurrence," we will pay the necessary medical expenses incurred within three years from the date of the "occurrence". 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. This coverage applies only to:

1. Persons on the "insured location" with the permission of an "insured"; or
2. To Persons off the "insured location", if the "bodily injury" is caused by:
  - a. A condition on the "insured location";
  - b. The activities of an "insured";
  - c. A "residence employee" in the course of the "residence employee's" employment by an "insured"; or
  - d. An animal to which coverage applies under this policy and which is owned by or in the care of an "insured" at the time of the "occurrence".

Any payment made under this coverage is not an admission of liability by us or an "insured".

### **THE EXCLUSIONS**

**Coverage L – Personal Liability** and **Coverage M – Medical Payments to Others** do not apply to any of the following:

#### **1. Expected or Intended Injury or Damage**

"Bodily injury" or "property damage" which is expected or intended by one or more "insureds", even if the "bodily injury" or "property damage":

- a. Is of a different type, location, or severity than initially expected or intended; or
- b. Is sustained by a different person, entity, real property or personal property than initially expected or intended.

#### **2. Business Related Injury or Damage**

"Bodily injury" or "property damage"

- a. Arising out of or in connection with any "business" conducted from an "insured location" or any "business" engaged in by an "insured", whether the "insured" is acting as an owner or an employee. This exclusion 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. Arising out of the rental or holding for rental of any part of any premises by an "insured." Except that this exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location" on an occasional basis for use only as a residence; or
- (2) The rental or holding for rental of part of an "insured location" 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
- (3) In part, as an office, school, studio or private garage.

### 3. Home Sharing

"Bodily injury" or "property damage" occurring on the "residence premises" arising out of activities associated with or participation in a home sharing program or a bed and breakfast program, including but not limited to programs such as HomeAway, VRBO, Airbnb, Flipkey, HomeExchange, Wimdu or similar programs or services.

### 4. Professional Services

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

### 5. "Insured's" Premises that is Not an "Insured Location"

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

- a. Owned by an "insured;"
- b. Rented to an "insured;" or
- c. Rented to others by an "insured;"

and is not an "insured location."

### 6. "Motor Vehicle", "Aircraft", or "Watercraft"

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

- a. The ownership, maintenance, use, loading or unloading of a "motor vehicle", "watercraft" or "aircraft";
- b. The entrustment by an "insured" of a "motor vehicle", "watercraft" or "aircraft" to any person;
- c. An "insured's" negligent supervision or failure to supervise the actions of any person involving a "motor vehicle", "watercraft" or "aircraft"; or
- d. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor involving a "motor vehicle", "watercraft" or "aircraft".

This exclusion does not apply to:

- a. A trailer not towed by or carried on a motorized land conveyance.
- b. A "watercraft" being stored at the time of the "occurrence";

- c. A “watercraft” that is a sailing vessel with an overall length that is:
  - (1) Less than 26 feet; or
  - (2) Greater than 26 feet and not owned by or rented to an “insured”.
- d. A “watercraft” other than a sailing vessel, which is powered by:
  - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of 50 horsepower or less if the engine or motor is not owned by an “insured”;
  - (2) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of more than 50 horsepower if the engine or motor is not owned by or rented to an “insured”;
  - (3) One or more outboard engines or motors with 25 total horsepower or less;
  - (4) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an “insured”;
  - (5) A “watercraft” that is being stored at the time of the “occurrence”.

#### **7. War or Warlike Acts**

“Bodily injury” or “property damage” caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

#### **8. Communicable Diseases**

“Bodily injury” or “property damage” which arises out of the transmission of a communicable disease by an “insured.”

#### **9. Abuse, Molestation, or Corporal Punishment**

“Bodily injury” or “property damage” arising out of sexual molestation, corporal punishment or physical or mental abuse.

#### **10. Controlled Substances**

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

#### **11. Dangerous Recreation**

“Bodily injury” or “property damage” arising out of:

- a. The ownership or use of a trampoline owned by, rented by or loaned to an insured, whether on the “residence premises” or elsewhere;
- b. The ownership or use of a slide, diving board, diving ledge, or other diving apparatus owned by or rented by any insured, resident, tenant or guest whether on the “residence premises” or elsewhere;



- c. The ownership or use of a bounce house, all-terrain vehicle, electric scooter, hoverboard, or a ramp when such ramp is used in conjunction with a skateboard, bicycle or similar apparatus, owned by, rented by or loaned to an insured, whether on the “residence premises” or elsewhere; or
- d. The ownership, possession, use, storage, handling, or sale of fireworks or pyrotechnic devices.

## 12. Criminal Activity

“Bodily injury” or “property damage” arising out of criminal activity performed by any “insured”, regardless of whether the consequences of the activity was expected or intended. This includes but is not limited to the provision by an “insured” of alcoholic beverages to a person who is not of sufficient age to legally possess or consume such beverages, provided the “insured” is convicted of a felony or misdemeanor as a result.

## 13. Harmful Substances, Materials, or Gases

“Bodily injury” or “property damage” arising:

- a. Out of ingestion, inhalation, or exposure to paint that contains lead or lead compounds, radon, or any substance or material that emits radiation; or
- b. In any manner related to the release, escape, discharge, or disposal of irritants, contaminants, pollutants, gas, oil, waste material, vapors, fumes, toxic chemicals, toxic liquid, or toxic gas.

## 14. Fungi, Bacteria, or Wet or Dry Rot

“Bodily injury” or “property damage” arising directly or indirectly, in whole or part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungi, bacteria, or wet or dry rot.

## 15. Animals

“Bodily injury” or “property damage” caused by any animal owned by or kept by you or any insured, resident, or guest whether or not the injury or damage occurs on your premises or any other location. Except that this exclusion does not apply to the coverage provided by section 2.d. of Coverage M – Medical Payments to Others.

**Coverage L – Personal Liability**, does not apply to any of the following:

### 1. Loss Assessment

Liability for any loss assessment charged against you as a member of an association or community of property owners.

### 2. Contractual Liability

Liability assumed by an “insured” under any contract or agreement. However, this exclusion does not apply to written contracts:

- a. That directly relate to the ownership, maintenance, or use of an “insured location”; or
- b. Where the liability of others is assumed by you prior to an “occurrence”;

unless excluded elsewhere in this policy.

**3. Property Owned**

"Property damage" to property owned by an "insured" or any other resident of the "insured location".

**4. Property Rented, Occupied, Used Or In Care Of An "Insured"**

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

**5. Liability Insured By A Nuclear Energy Liability Policy**

"Bodily injury" or "property damage" for which an "insured" under this policy is also an insured under a nuclear energy liability policy or would be an insured under such a policy but for the exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, the Mutual Atomic Energy Liability Underwriters, the Nuclear Insurance Association of Canada, or any of their successors.

**6. Bodily Injury To Any Insured**

"Bodily injury" to any "insured" as defined in the Definitions.

This exclusion also applies to any claim or lawsuit brought against any "insured" to repay or share damages with another person who may be obligated to pay damages because of "bodily injury" to an "insured".

**7. Injury To Any Person to Whom You Must Or Do Provide Benefits**

"Bodily injury" to any person for whom an "insured" is required to provide or voluntarily provides benefits under any workers' compensation law, non-occupational disability law, or occupational disease law.

**8. Punitive Damages**

This policy does not provide any coverage for punitive or exemplary damages, fines or penalties in any amount regardless of how they are imposed. This exclusion includes, but is not limited to, those imposed by civil fine or penalty assessed or imposed under any code, statute, regulation or court order. This policy also does not provide any coverage for the cost of defense, including but not limited to attorney fees or costs, related to any such damages, fines or penalties.

However, if a claim is otherwise covered by this policy, we will defend an "insured" if suit is filed on the claim for compensatory and punitive or exemplary damages. We will not indemnify for punitive or exemplary damages

**Coverage M – Medical Payments to Others**, does not apply to any of the following:

**1. "Residence Employee" Off Insured Location**

"Bodily injury" to a "residence employee" if the "bodily injury" occurs off the "insured location" and does not arise out of or in the course of the "residence employee's" employment by an "insured".

**2. Injury to Persons Eligible for Certain Other Benefits**

"Bodily injury" to a person eligible to receive benefits, whether voluntarily provided or compulsory, under any workers' compensation law, non-occupational disability law, or occupational disease law.

**3. Nuclear Reaction, Radiation, Or Contamination**

"Bodily injury" from any nuclear reaction, nuclear radiation, radioactive contamination, (all whether controlled or uncontrolled or however caused) or any consequence of any of these.

**4. Injury To Residents of the "Insured Location"**

"Bodily injury" to any person regularly residing at the "insured location". This exclusion does not apply to a "residence employee" of an "insured".

**ADDITIONAL COVERAGES**

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

**1. Claim Expenses**

We pay:

- a. Expenses we incur and costs taxed against an "insured" in any lawsuit we defend;
- b. Premiums on bonds required in a lawsuit we defend, but not for bond amounts more than the limit of liability for Coverage L. We have no obligation to apply for or furnish any bond;
- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or lawsuit;
- d. 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.

**2. 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 you or any other "insured."

**3. Damage to Property of Others**

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

We will not pay for "property damage":

- a. Caused intentionally by an "insured" who is 13 years of age or older;
- b. To property owned by an "insured;"
- c. To property owned by or rented to a tenant of an "insured" or a resident in your household;  
or
- d. 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 or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

## POLICY CONDITIONS

### 1. Limit of Liability

- a. Our total liability under **Coverage L** for all damages resulting from any one "occurrence" will not be more than the limit of liability for **Coverage L** as shown in the policy Declarations. This limit of liability does not increase for any one "occurrence", 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".
- b. Sublimit of Liability  
Subject to Paragraph a. above, our total liability under **Coverage L** for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded is \$10,000. This sublimit is within and does not increase the **Coverage L - Limit of Liability**.
- c. The limit of liability in a. above and sublimit in b. above apply regardless of the number of "insureds", claims-made or persons injured.
- d. Our total liability under **Coverage M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for **Coverage M** as shown in the policy Declarations.

### 2. Your Duties After an "Occurrence"

In case of an accident or "occurrence," you must perform the following duties that apply. You must help us by seeing that these duties are performed:

- a. Give written notice to us or our agent as soon as is practical, which provides:
  - (1) The identity of the policy and the "insured;"
  - (2) All reasonably available information on the time, place and circumstances of the accident or "occurrence;" and
  - (3) The names and addresses of any claimants and witnesses;
- b. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence;"
- c. Cooperate with us in the investigation, settlement or defense of any claim or lawsuit;

- d. At our request, help us:
  - (1) To make settlement;
  - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured;"
  - (3) With the conduct of suits and attend hearings and trials;
  - (4) To secure and give evidence and obtain the attendance of witnesses;
- e. Under the coverage – **Damage to Property of Others** – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if the property is in the "insured's" control;
- f. The "insured" will not, except at the "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."

### 3. Duties of an Injured Person Under Coverage M – Medical Payments to Others

The injured person or someone acting for the injured person must:

- 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.

The injured person will submit to physical examination by a doctor of our choice when and as often as we reasonably require.

### 4. Lawsuit Against Us

No action can be brought against us unless there has been full compliance with all of the policy provisions. No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to **Coverage L** can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

### 5. Bankruptcy of an "Insured"

Bankruptcy or insolvency of an "insured" does not terminate our obligations under this policy.

### 6. Other Insurance - Coverage L – Personal Liability

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.

### 7. Policy Period

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

### 8. Subrogation

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

If an assignment of rights of recovery for a loss is sought, an "insured" must sign and deliver

all related papers and cooperate with us.

Subrogation does not apply to **Medical Payments to Others** or **Damage to Property of Others**.

**9. Concealment or Fraud**

We do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements;

relating to this insurance.

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

**10. Choice of Law**

This policy and any performance there-under shall be construed with and governed by the laws of the State of Florida.

All other provisions of this policy apply.

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

## **CORPORATE OWNED PROPERTY**

### **THE DEFINITIONS**

The definition of "insured" is extended to include the Corporation shown as the Named Insured on the Policy Declarations, but only with respect to:

**Coverage L – Personal Liability** and **Coverage M – Medical Payments To Others**, however with respect to Coverage L and Coverage M, the Corporation is an insured only for an "occurrence" that takes place on the "residence premises"; if the "occurrence" for which said Corporation is legally liable does not take place on the "residence premises", this endorsement does not provide insurance for either **Coverage L – Personal Liability** or **Coverage M – Medical Payments to Others** to the Corporation listed on the Policy Declarations.

All other provisions of this policy apply.

## **ADDITIONAL INSURED**

### **Personal Liability**

Name and Address of Person or Organization: \*

Interest: \*

With respect to **Coverage L – Personal Liability** and **Coverage M – Medical Payments to Others**, "insured" as defined in this policy includes the person or organization named above, but only with respect to the "insured location" shown below.

With respect to any employee, this coverage does not apply to "bodily injury" arising out of or during the course of the employee's employment by the person or organization.

The party named above will be notified in writing if this policy is cancelled or not renewed by us.

Location \*

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

All other provisions of this policy apply.



THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

## LIMITED FUNGI, MOLD, WET OR DRY ROT, OR BACTERIA COVERAGE ENDORSEMENT

### SCHEDULE\*

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule.

**Coverage L Aggregate Sublimit of Liability for "Fungi", Mold, Wet or Dry Rot, or Bacteria \$**

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

### THE DEFINITIONS

The following definition is added:

"Fungi" means:

1. Any type or form of fungus, including mold or mildew, and;
2. Any mycotoxins, spores, scents or by-products produced or released by fungi.

This does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

### POLICY CONDITIONS

**Policy Condition 1., Limit of Liability** is deleted and replaced by the following:

#### 1. Limit of Liability

Our total liability under **Coverage L** for all damages resulting from any one "occurrence" will not be more than the limit of liability for **Coverage L** as shown in the policy Declarations. This limit of liability does not increase for any one "occurrence", 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 M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for **Coverage M** as shown in the policy Declarations.

However, our total liability under **Coverage L** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "Fungi", Mold, Wet or Dry rot, or Bacteria will not be more than the aggregate sublimit of liability for "Fungi", Mold, Wet or Dry Rot or Bacteria for **Coverage L**. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the number of:

1. Locations insured under the policy to which this endorsement is attached;
2. Persons injured;
3. Persons whose property is damaged;
4. "Insureds";
5. "Occurrences" or claims made.

This sublimit is within, but does not increase, the limit of liability for **Coverage L**. It applies separately

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

With respect to damages arising out of "Fungi", Mold, Wet or Dry Rot, or Bacteria as described in **1. Limit of Liability** of this endorsement, the following is added:

**Severability of Insurance**

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under **Policy Condition 1. Limit of Liability**. This condition will not increase the limit of liability for this coverage.

All other provisions of this policy apply.

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

## **NO COVERAGE FOR HOME DAY CARE BUSINESS**

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is defined as a "business." However, mutual exchange of home day care services is not considered compensation. Home day care services provided by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, this policy does not provide coverage with respect to a home day care enterprise which is considered to be a "business," because a "business" of an "insured" is excluded under The Exclusions **2.a.**

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

POLICY PROVISION: This Policy Jacket with the Policy Declarations, Policy Form and Endorsements issued to form a part thereof, completes the policy as numbered on the Declarations Page. Whenever your policy is modified, you will receive a dated revision of the Policy Declarations.

IN WITNESS WHEREOF: In consideration of your paid premium, Kin Interinsurance Network is proud to extend to you the coverage offered by this insurance contract.

A handwritten signature in black ink, appearing to read "Angel Conlin", with a stylized flourish at the end.

**Angel Conlin**

Chief Executive Officer, Kin Interinsurance Network

## DEDUCTIBLE NOTIFICATION FORM

Florida Law requires us to notify you of your right to choose a deductible for the peril of windstorm during a hurricane. The available hurricane deductibles are as follows:

- \$500 Flat Deductible
- 1% Deductible
- 2% Deductible
- 5% Deductible
- 10% Deductible

All percentages refer to the percent of the Dwelling Coverage value shown on the Declarations page. For example: If you choose the 2% deductible and your dwelling coverage is \$150,000, you will have a \$3,000 deductible for any loss caused by windstorm during a hurricane. Some hurricane deductibles may not be available due to the value of your dwelling. If you select a lower hurricane deductible when a hurricane loss has already occurred under our policy or under one in our company group during that calendar year, the lower deductible will not take effect until January 1 of the following calendar year.

Florida Law also requires us to notify you of the availability of a \$500 deductible applicable to losses from perils other than hurricane.

Your policy Declarations page reflects your current hurricane deductible and other perils deductible. If you wish to change either of your deductibles, please call your agent listed on the Declarations page. In the event that an affirmative selection is not made, we will continue to apply the Hurricane Deductible listed on your Declarations page until December 31 of the current calendar year.