

# HOMEOWNERS 2 – WIND ONLY FORM

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## HOMEOWNERS 2 – WIND ONLY FORM

### AGREEMENT

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

### DEFINITIONS

**A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

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

**1.** "Business" means:

- a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b.** Any other activity engaged in for money or other compensation, except the following:

**(1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;

**(2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

**(3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

**(4)** The rendering of home day care services to a relative of an "insured".

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

**3.** "Insured" means:

- a.** You and residents of your household who are:

**(1)** Your relatives; or

**(2)** Other persons under the age of 21 and in the care of any person named above;

- b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

**(1)** 24 and your relative; or

**(2)** 21 and in your care or the care of a person described in **a.(1)** above;

When the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**4.** "Motor vehicle" means:

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

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

**5.** "Residence employee" means:

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

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

**6.** "Residence premises" means:

- a.** The one family dwelling where you reside;

**b.** The two, three or four family dwelling where you reside in at least one of the family units; or

**c.** That part of any other building where you reside;

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

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

## DEDUCTIBLE

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

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

## PROPERTY COVERAGES

### A. Coverage A – Dwelling

#### 1. We cover:

- a. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
- b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

#### 2. We do not cover:

- a. Awnings;
- b. Bridges, boardwalks, trestles, catwalks, dune walks, roadways, driveways, courts, pads, or paved or graveled surfaces attached to the dwelling.

However, we do cover decks, walkways and patios attached to the dwelling which are designed to provide egress to the dwelling;

- c. Land, including land on which the dwelling is located;
- d. Plumbing, water or lift pumps in the open.

However, we do cover plumbing, water or lift pumps permanently installed, located on the "residence premises" and designed to service the dwelling;

- e. Radio and television transmitting or receiving antennas and aerials, satellite dishes, including their lead-in wiring, masts or towers and supports.

However, we do cover solar paneling and other similar water heating and electrical apparatus, including lead-in pipes, wiring, masts or towers and their supports when permanently installed, located on the "residence premises" and designed to service the dwelling;

- f. Ramps, unless attached to the dwelling and designed to provide egress for the handicapped;

- g. Signs, steeples and utility poles, including their light fixtures.

However, we do cover utility poles permanently installed, located on the "residence premises", owned by an "insured" and designed to provide electrical service to the dwelling;

- h. Thatch, grass, palm, lattice, slat and similar material roofed, sided or covered structures; or

- i. Windmills, wind pumps, silos and smokestacks.

### B. Coverage B – Other Structures

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

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

#### 2. We do not cover:

- a. Amusement equipment in the open;
- b. Awnings;
- c. Bridges, boardwalks, trestles, catwalks, dune walks, roadways, driveways, courts, pads, or paved or graveled surfaces not attached to the dwelling;
- d. Decks, walkways and patios not attached to the dwelling;
- e. Fountains, statuary and monuments;
- f. Land, including land on which the other structures are located;
- g. Lawn sprinkling systems;
- h. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- i. Other structures from which any "business" is conducted;
- j. Other structures used to store "business" property.

However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure;

- k. Pilings, piers, boathouses, beach or diving platforms, seawalls, retaining walls, bulkheads, docks and wharves;

**l.** Plumbing, water or lift pumps in the open.  
However, we do cover plumbing, water or lift pumps permanently installed, located on the "residence premises" and designed to service the dwelling;

**m.** Other structures located in whole or in part over water;

**n.** Radio and television transmitting or receiving antennas and aerials, satellite dishes, including their lead-in wiring, masts or towers and supports.

However, we do cover solar paneling and other similar water heating and electrical apparatus, including lead-in pipes, wiring, masts or towers and their supports when permanently installed, located on the "residence premises" and designed to service the dwelling;

**o.** Ramps, unless attached to the dwelling and designed to provide egress for the handicapped;

**p.** Signs, steeples and utility poles, including their light fixtures.

However, we do cover utility poles permanently installed, located on the "residence premises", owned by an "insured" and designed to provide electrical service to the dwelling;

**q.** Thatch, grass, palm, lattice, slat and similar material roofed, sided or covered structures;

**r.** Tiki huts, chickees, gazebos, slat houses, bathhouses, pergolas and similar open sided structures, or fabric windcreens on fences;

**s.** Trees, shrubs, flowers, lawns, crops and other plants; or

**t.** Windmills, wind pumps, silos and smokestacks.

**3.** The limit of liability for this coverage is shown in your Declarations.

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

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

### **1. Covered Property**

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

**a.** Others while the property is on the part of the "residence premises" occupied by an "insured"; or

**b.** A guest or a "residence employee", while the property is in any residence occupied by an "insured".

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

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage **C**, or \$1,000, whichever is greater.

However, this limitation does not apply to personal property:

**a.** Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or

**b.** In a newly acquired principal residence for 30 days from the time you begin to move the property there.

Paragraph **2.** above does not apply when the limit of liability for Coverage **C** shown on your Declarations is \$0.

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

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

**a.** \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.

**b.** \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, stamps, trading cards and comic books.

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

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

**c.** \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.

**d.** \$1,500 on trailers or semitrailers not used with watercraft of all types.

**e.** \$2,500 on property, on the "residence premises", used primarily for "business" purposes.

- f. \$500 on property, away from the "residence premises", used primarily for "business" purposes.

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

- g. \$1,500 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category **g.**

- h. \$1,500 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle".

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

- (2) Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category **h.**

- i. \$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the "residence premises".

#### 4. Property Not Covered

We do not cover:

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

- (1) This includes:

- (a) Their accessories, equipment and parts; or

- (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle".

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the "motor vehicle".

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

- (a) Used solely to service an "insured's" residence; or

- (b) Designed to assist the handicapped;

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

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

- f. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

- g. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";

- h. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided under **E.7. Landlord's Furnishings**;

- i. Property rented or held for rental to others off the "residence premises";

- j. "Business" data, including such data stored in:

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

- (2) Computers and related equipment.

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

- k. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;

- l. Water or steam;

- m. Personal property stored in freezers or refrigerators located off the "residence premises"; or

- n. Personal property located in whole or in part over water.

## D. Coverage D – Loss Of Use

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

### 1. Additional Living Expense

- a. If a loss covered under PROPERTY COVERAGES makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.
- b. Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
- c. In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

### 2. Fair Rental Value

- a. If a loss covered under PROPERTY COVERAGES makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.
- b. Payment will be for the shortest time required to repair or replace such premises.
- c. In either event, the payment(s) will be limited to 24 consecutive months from the date of the covered loss.

### 3. Civil Authority Prohibits Use

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

### 4. Loss Or Expense Not Covered

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

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

## E. Additional Coverages

### 1. Debris Removal

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

This expense is included in the limit of liability that applies to the damaged property.

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

- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:
  - (1) Your tree(s) felled by a Peril Insured Against; or
  - (2) A neighbor's tree(s) felled by a Peril Insured Against; provided the tree(s):
    - (1) Damage(s) a covered structure; or
    - (2) Does not damage a covered structure, but:
      - (a) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
      - (b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

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

This coverage is additional insurance.

### 2. Reasonable Repairs

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

- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against.

This coverage does not:

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

### 3. Fire Department Service Charge

- a. 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.
- b. 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.
- c. This coverage is additional insurance. No deductible applies to this coverage.

### 4. 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.

### 5. Loss Assessment

- a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners.
- b. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against.
- c. The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments.
- d. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

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

- f. Paragraph **O.** Policy Period under CONDITIONS does not apply to this coverage.

This coverage is additional insurance.

### 6. 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 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 to covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(2)** above.

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

### 7. Landlord's Furnishings

- a. We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against.
- b. This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.
- c. This coverage does not increase the limit of liability applying to the damaged property.

### 8. Ordinance Or Law

- a. You may use up to 25% of the limit of liability that applies to Coverage **A** for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;

- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- c. We do not cover:
- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
  - (2) The costs to comply with any ordinance or law which requires any "insured" or others, to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.
- Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.
- Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

**9. Grave Markers**

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

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

**10. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria**

- a. We will pay up to \$10,000 for:
- (1) The total of all loss payable under PROPERTY COVERAGES caused by "fungi", wet or dry rot, yeast or bacteria;
  - (2) The cost to remove "fungi", wet or dry rot, yeast or bacteria from property covered under PROPERTY COVERAGES;
  - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, yeast or bacteria; and
  - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, yeast 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 a reason to believe that there is the presence of "fungi", wet or dry rot, yeast or bacteria.

- b. The coverage described in a. only applies when 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 a Peril Insured Against occurred.
  - c. \$10,000 is the most we will pay for the total of all loss or costs payable, including Loss of Use under this Additional Coverage regardless of the:
    - (1) Number of locations insured; or
    - (2) Number of occurrences or claims made; or
    - (3) Number of "insureds".
  - d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, yeast or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, yeast or bacteria causes an increase in the loss or any Loss of Use.
- Any such increase in the loss or Loss of Use will be subject to the terms of this Additional Coverage.

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



## PERIL INSURED AGAINST

1. We insure for direct physical loss to the property described in Coverages **A**, **B** and **C** caused only by the peril of windstorm or hail unless the loss is excluded in EXCLUSIONS.
2. With respect to paragraph 1. above, coverage for loss caused by a Peril Insured Against includes loss to:
  - a. Watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.
  - b. The inside of a building or the property we cover contained in a building caused by:
    - (1) Rain;
    - (2) Snow;
    - (3) Sleet;
    - (4) Hail;
    - (5) Sand; or
    - (6) Dust;if the direct force of the windstorm or hail first damages the building, causing an opening through which the rain, snow, sleet, hail, sand or dust enters and causes damage.

## EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

### 1. Ordinance Or Law

Ordinance or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.

This Exclusion 1. does not apply to the amount of coverage that may be provided for in **E.8. Ordinance Or Law** under PROPERTY COVERAGES;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to:
  - (1) Test for;
  - (2) Monitor;
  - (3) Clean up;
  - (4) Remove;

- (5) Contain;
- (6) Treat;
- (7) Detoxify;
- (8) Neutralize; or
- (9) In any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:

- (1) Smoke;
- (2) Vapor;
- (3) Soot;
- (4) Fumes;
- (5) Acids;
- (6) Alkalis;
- (7) Chemicals; and
- (8) Waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

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

### 2. Earth Movement And Settlement

Earth Movement and Settlement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Clay shrinkage or other expansion or contraction of soils or organic materials;
- d. Settling, cracking or expansion of foundations;
- e. Subsidence, sinkhole loss, catastrophic ground cover collapse, sinkhole activity;
- f. Any other earth movement including earth sinking, rising or shifting; or
- g. Scouring;

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

### 3. Water Damage

Water Damage means:

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

- c. Water below the surface of the ground, including water which exerts pressure on or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in 3.a. through 3.c. of this Exclusion.

This Exclusion 3. applies regardless of whether any of the above in 3.a. through 3.d. is caused by or resulting from human or animal forces or any act of nature.

This Exclusion 3. applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

**4. Power Failure**

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises".

But if the failure results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss.

**5. Neglect**

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

**6. War**

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

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

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

**7. Nuclear Hazard**

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in M. Nuclear Hazard Clause under CONDITIONS.

**8. Intentional Loss**

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

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

**9. Governmental Action**

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

**10. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria**

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

This Exclusion 10. does not apply:

- a. To the extent coverage is provided for in 10. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria Additional Coverage under PROPERTY COVERAGES with respect to loss caused by a Peril Insured Against.

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

**11. Wear, Tear, Marring And Deterioration**

This policy does not include loss caused by wear, tear, marring and deterioration.

**12. Inherent Vice, Latent Defect And Mechanical Breakdown**

This policy does not include loss caused by inherent vice, latent defect or mechanical breakdown.

**13. Existing Damage**

Existing Damage means:

- a. Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or
- b. Claims or damages arising out of workmanship, repairs and/or lack of repairs arising from damage which occurred prior to policy inception.

This Exclusion 13. does not apply in the event of a total loss caused by a Peril Insured Against.

**14. Exterior Paint Or Waterproofing**

Coverage for any building or structure under this policy excludes loss caused by a Peril Insured Against to paint or waterproofing material, including stain, applied to the exterior of the building or structure.

## 15.Coastal Construction Control Line Exclusion

The policy does not cover the amount of loss, if any, in excess of the actual cost of repair or replacement of the property where said excess is due to restrictions on reconstruction of coastal dwellings and buildings located within the coastal construction code zones established pursuant to Florida Statutes 161.052 and 161.053, as presently existing or hereafter amended.

## CONDITIONS

### A. Insurable Interest And Limit Of Liability

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

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

### B. Duties After Loss

You must see that the following are done in the event of loss or damage to covered property:

1. Give prompt notice to us or our agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of a claim;
4. Prepare an inventory of damaged personal property showing the:
  - a. Quantity;
  - b. Description;
  - c. Actual cash value; and
  - d. Amount of loss.

Attach all bills, receipts and related documents that justify the figures in the inventory;

5. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies;
  - c. You or any "insured" under this policy must:
    - (1) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
    - (2) Sign the same;

d. 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:

- (1) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
- (2) Sign the same;

e. Anyone you hire in connection with your claim and anyone insured under this policy, other than an "insured" in c. or d. above; must:

- (1) Submit to examinations under oath and recorded statements, while not in the presence of any "insured"; and
- (2) Sign the same;

6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- a. The time and cause of loss;
- b. The interests of all "insureds" and all others in the property involved and all liens on the property;
- c. Other insurance which may cover the loss;
- d. Changes in title or occupancy of the property during the term of the policy;
- e. Specifications of damaged buildings and detailed repair estimates;
- f. The inventory of damaged personal property described in 4. above;
- g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

### C. Loss Settlement

In this Condition C., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in E.8. Ordinance Or Law under PROPERTY COVERAGES.

Covered property losses are settled as follows:

1. Property of the following types:
  - a. Personal property;
  - b. Carpeting, household appliances and outdoor equipment, whether or not attached to buildings;
  - c. Structures that are not buildings; and
  - d. Grave markers, including mausoleums;at actual cash value at the time of loss but not more than the amount required to repair or replace.

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

a. If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (1) The limit of liability under this policy that applies to the building;
- (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
- (3) The necessary amount to repair or replace the damaged building.

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

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

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

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

- (1) Excavations, footings, foundations, piers, or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;

- (2) Those supports described in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and

- (3) Underground flues, pipes, wiring and drains.

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

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

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

#### **E. Mediation Or Appraisal**

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

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

- b. The settlement in the course of the mediation is binding only if:

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

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

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

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

- e. However, if we fail to appear at a mediation conference, we will pay:

- (1) Your actual cash expenses incurred while attending the conference; and
- (2) Also pay the mediator's fee for the rescheduled conference.

2. Appraisal. If you and we fail to agree on the amount of loss, either may request an appraisal of the loss by presenting the other party with a written request for appraisal of the amount of loss. If the other party agrees in writing to participate in appraisal, then appraisal shall proceed pursuant to the terms of a written agreement between the parties.

#### F. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by:

1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement.

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

#### G. Suit Against Us

No action can be brought against us unless:

1. There has been full compliance with all of the terms under this policy; and
2. The action is started within 5 years after the date of loss.

#### H. Our Option

If at the time of loss:

1. We give or mail you written notice within 30 days after we receive your signed, sworn proof of loss; and
  - a. The damaged property under Coverage **A** – Dwelling in PROPERTY COVERAGES is insured for Replacement Cost loss settlement as described in your Loss Settlement conditions:
    - (1) We may, at our option, repair any part or item of the damaged Coverage **A** property with material or property of like kind and quality.
    - (2) If an identical replacement is part of the repair and is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.
  - b. The damaged property is insured for Actual Cash Value loss settlement as described in your Loss Settlement conditions:
    - (1) We may, at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.

- (2) If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

2. The damaged property, other than 1.a. above, is insured for Replacement Cost loss settlement as described in your Loss Settlement conditions:

- a. We will pay the amount of loss, whether or not you repair or replace the damaged property.

#### I. Loss Payment

We will adjust all losses with you.

We will pay you unless some other person is named in the policy or is legally entitled to receive payment.

Loss will be payable:

1. 20 days after we receive your proof of loss and reach written agreement with you; or
2. 60 days after we receive your proof of loss and:
  - a. There is an entry of a final judgment; or
  - b. There is a filing of an appraisal award or a mediation settlement with us.
3. Within 90 days after we receive the notice of a property insurance claim from you, where we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control which reasonably prevent such payment.

However, our failure to comply with this subsection shall not form the sole basis for a private cause of action against us.

#### J. Abandonment Of Property

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

#### K. Mortgage Clause

The word "mortgagee" includes trustee and lienholder.

1. If a mortgagee is named in this policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear.

If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgagees.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;

- b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs **E. Mediation Or Appraisal**, **G. Suit Against Us** and **I. Loss Payment** under **CONDITIONS** also apply to the mortgagee.

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

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

- a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest.

In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

**L. No Benefit To Bailee**

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

**M. Nuclear Hazard Clause**

- 1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- 2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Peril Insured Against.
- 3. This policy does not apply to loss caused directly or indirectly by nuclear hazard.

**N. Recovered Property**

- 1. 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.
- 2. At your option, the property will be returned to or retained by you or it will become our property.

- 3. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

**O. Policy Period**

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

**P. Concealment Or Fraud**

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

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

**Q. Loss Payable Clause**

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

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

**R. Adjustment to Property Coverage Limits**

If your policy is a renewal with us, the limit of liability for Coverages **A**, **B**, **C** and **D** may be adjusted.

Any change in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:

- 1. These adjustments will keep pace with inflation; or
- 2. The amounts of coverage are adequate to repair or rebuild any specific building or structure.

**S. 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, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

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

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

## T. 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.

## U. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date the cancellation takes effect.
3. When this policy has been in effect for 90 days or less,
  - a. We may cancel immediately if there has been:
    - (1) A material misstatement or misrepresentation; or
    - (2) Failure to comply with underwriting requirements.

and your residential structure has not been insured by us for at least a 5 year period immediately prior to the date of the written notice.

- b. We may also cancel this policy subject to the following provisions.

A written cancellation notice, together with 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.

We may cancel for any reason, except we may not cancel:

- (1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- (2) On the basis of a single claim which is a result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

- c. Except as provided in Paragraphs U.2. and U.3.a. above, we will let you know of our action at least:

- (1) 180 days before the date cancellation takes effect when your residential structure has been insured by us for at least a 5 year period immediately prior to the date of the written notice; or

- (2) At least 20 days before the date cancellation takes effect in all other cases.

4. When this policy has been in effect for more than 90 days, we may cancel:
  - a. If there has been a material misstatement;
  - b. If the risk has changed substantially since the policy was issued;
  - c. In the event of failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
  - d. If the cancellation is for all insureds under policies of this type for a given class of insureds.

However, we may not cancel:

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- b. On the basis of a single claim which is a 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.

Except as provided in Paragraph U.2. above, we will let you know of our action at least 100 days before the date cancellation takes effect.

However:

- a. We shall give at least 100 days written notice; or
- b. When required by law, written notice by June 1, whichever is earlier, for any cancellation that would be effective between June 1 and November 30; except that:
- c. We shall give at least 180 days written notice before the date cancellation takes effect when your residential structure has been insured by us for at least a 5 year period immediately prior to the date of the written notice.

5. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
6. 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.

## V. Nonrenewal

We may elect not to renew this policy.

1. 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 reason(s) for nonrenewal.
2. When nonrenewal is for a policy that has been assumed by an authorized insurer offering replacement or renewal coverage to you, we shall give at least 100 days written notice before the expiration of this policy.
3. For all other nonrenewals:
  - a. We shall give at least 100 days written notice before the expiration of this policy; or
  - b. When required by law, written notice by June 1, for any nonrenewal that would be effective between June 1 and November 30;
 

whichever is earlier; unless:

    - c. Your residential structure has been insured by us for at least a 5 year period immediately prior to the date of the written notice for nonrenewal, then we shall give at least 180 days written notice before the date nonrenewal takes effect.
4. Proof of mailing will be sufficient proof of notice.
5. We will not nonrenew this policy:
  - a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested to prevent recurrence of damage to the insured property; or
  - b. On the basis of a single claim which is a 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.

## W. Renewal Notification

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

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

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

## X. Assignment

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

## Y. Subrogation

1. 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.
2. If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

## Z. Death

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

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