

SAFEPOINT INSURANCE COMPANY
DWELLING PROPERTY 3 - SPECIAL FORM
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SAFEPOINT INSURANCE COMPANY DWELLING PROPERTY 3 - SPECIAL FORM

AGREEMENT

This policy is issued on behalf of Safepoint Insurance Company and, by acceptance of this policy you agree:

1. That the statements in the Application(s) are your representations;
2. That this policy is issued in reliance upon the truth of those representations;

3. That this policy embodies all agreements existing between you and Safepoint Insurance Company relating to this policy.

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

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. "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".
2. "Fungi" means any type or form of fungus, including:
 - a. Mold or mildew; and
 - b. Any mycotoxins, toxins, spores, scents or byproducts produced or released by fungi.

Under **SIC DP-3** with **SIC DL 24 01**, this does not include any fungi, yeast or bacteria that are, are on, or are contained in a good or product intended for consumption.

3. "Personal watercraft" means a watercraft designed to carry one to four people, propelled by a water jet pump, powered by an internal combustion engine. Personal watercraft include, but are not limited to,

watercraft referred to as jet ski, wave runner, wave blaster, water scooter, seabreacher, dolphin boat and similar watercraft.

4. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
5. "Primary structural system" means an assemblage of "primary structural members."
6. "Principal building" means that part of your dwelling on the Described Location shown in the Declarations, including structures attached to the dwelling as described under Coverage **A**.

However, "principal building" does not include:

- a. Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences, unless such structure is a part of the "principal building's" foundation or are under the "principal building's roofline;
- b. Buildings or other structures covered under Coverage **B**;
- c. Buildings, structures and other property excluded or not covered in your policy;
- d. That part of other premises, other buildings, other structures and grounds not located at the Described Location.
- e. Materials and supplies located on or next to the Described Location used to construct, alter or repair any property other than the "principal building" on the Described Location.

7. "Structural damage" means a "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 an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
 - d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems," being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the shear plane necessary for the purpose of supporting such building as defined within the Florida Building Code.
 - e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.
8. "Unoccupied" means the dwelling is not being inhabited as a residence.
9. "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy as a residence.

COVERAGES

This insurance applies to the Described Location, shown in the Declarations as "Location of Residence Premises", 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 structures attached to the dwelling;
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

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

This COVERAGE is limited to the "principal building" for the peril of "catastrophic ground cover collapse."

Property Not Covered

We do not cover:

1. Any structure enclosed by screens on more than one side, constructed to be open to the weather, and not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;

2. Carports, open sided porches that have a roof covering, and patios that have a roof covering, not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;
3. Awnings, aluminum carports, and aluminum framed screened enclosures;
4. Any structure or attachment where that structure's roof coverings or exterior wall coverings are of thatch, lattice, slats, or similar material; and
5. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, constructed to be open to the weather.

COVERAGE B – OTHER STRUCTURES

We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

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

This COVERAGE does not apply to loss or damage resulting from the peril of "catastrophic ground cover collapse."

We do not cover other structures:

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

Property Not Covered

We do not cover:

1. Any structure enclosed by screens on more than one side, constructed to be open to the weather, and not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;
2. Carports, open sided porches that have a roof covering, and patios that have a roof covering, not constructed of and covered by the same or substantially the same materials as that of the primary dwelling;
3. Awnings, aluminum carports, and aluminum framed screened enclosures;

4. Any structure where that structure's roof coverings or exterior wall coverings are of thatch, lattice, slats, or similar material; and
5. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, constructed to be open to the weather.

COVERAGE A – DWELLING, COVERAGE B – OTHER STRUCTURES, COVERAGE D – FAIR RENTAL VALUE and COVERAGE E – ADDITIONAL LIVING EXPENSE

1. Special Limit Of Liability

- a. The total limit of liability for Coverages **A, B, D** and **E** combined is \$10,000 per policy period for cosmetic or aesthetic damages to floors.
- b. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents, or any other damage that covers less than 5% of the total floor surface area of the building and does not prevent typical use of the floor.
- c. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
- d. \$10,000 is the most we will pay for the total of all loss or costs payable, including Coverages **D** and **E** under this Special Limit of Liability regardless of the:
 - (1) Number of locations insured;
 - (2) Number of occurrences or claims made; or
 - (3) Number of insureds.
- e. This total limit of liability for coverage does not:
 - (1) Increase the limit of liability applying to Coverages **A, B, D** and **E**.
 - (2) Create additional coverage; or
 - (3) Increase limits of coverage.
- f. This limit does not apply and does not create coverage for damage to floors caused by wear and tear, marring, chipping, scratches, dents, deterioration, dropped objects or loss excluded elsewhere in this Policy.
- g. 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 a guest or servant while the property is on the Described Location.

\$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the Described Location.

Property Not Covered.

We do not cover:

1. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, medals, money, securities, personal records, passports, tickets, stamps, trading cards, and comic books;
2. Jewelry, watches, furs, precious and semi-precious stones, firearms, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware and platinum-platedware.
This includes flatware, hollowware, tea sets, trays, and trophies made of or including silver, gold, platinum or pewter;
3. Animals, birds or fish;
4. Aircraft and parts.
Aircraft means any contrivance used or designed for flight, except model or hobby aircraft 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. Located on the Described Location and used solely to service the Described Location;
- b. A motorized golf cart located on the Described Location or while being operated to or from, or on the premises of a golf course; or
- c. Designed for assisting the handicapped;
6. Watercraft or "personal 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.
8. Credit cards or fund transfer cards; or
9. Water or steam.

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

However, we cover the removal and replacement of water in a swimming pool located on the Described Location, when there is covered loss or damage to the swimming pool caused by a Peril Insured Against and a covered repair to the swimming pool requires the removal of all or a portion of the water.

Property Removed To a Newly Acquired Principal Residence

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

If a loss to covered 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 its:

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.

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

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 2 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.

The amount of insurance shown in the Declarations for either Coverage **D** or Coverage **E** below is the total amount we will pay in any one loss for both Coverage **D** and Coverage **E** combined.

Use of COVERAGE **D** does not reduce the COVERAGE **A** limit of liability or COVERAGE **C** limit of liability.

COVERAGE E – ADDITIONAL LIVING EXPENSE

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

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 2 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.

The amount of insurance shown in the Declarations for either Coverage **D** above or Coverage **E** is the total amount we will pay in any one loss for both Coverage **D** and Coverage **E** combined.

Use of Coverage **E** does not reduce the Coverage **A** limit of liability or Coverage **C** limit of liability.

REASONABLE EMERGENCY MEASURES

1. We will pay up to \$3,000 for the reasonable costs incurred by you for necessary measures taken solely to protect covered property under Coverage **A**, Coverage **B** and Coverage **C** from further damage when, as described in paragraphs **2.g.** and **i.** under PERILS INSURED AGAINST Coverage **A** – Dwelling And Coverage **B** – Other Structures and as described in **B.** Coverage **C** – Personal Property Peril **12.**, the damage or loss is caused by:
 - a. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance;
 - b. Constant or repeated seepage or leakage of water or steam; or
 - c. The presence or condensation of humidity, moisture or vapor.

The \$3,000 limit in **1.** above is the total limit for all necessary measures taken solely to protect covered property, in the same loss, under any one or any combination of:

- a. Coverage **A**;
- b. Coverage **B**; or
- c. Coverage **C**.

2. For covered loss caused by PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs **2.g.** and **i.** under PERILS INSURED AGAINST Coverage **A – Dwelling** And Coverage **B – Other Structures** and as described and covered in Coverage **C – Personal Property Peril 12.**, the \$3,000 limit in **1.** above does not apply and instead the following applies:

- a. In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage.
- b. If the measures taken involve repair to other damaged property, we will pay for those necessary measures only if that property is covered under this Policy and the damage to that property is caused by an applicable Peril Insured Against.

3. The coverage under **1.** and **2.** above does not:

- a. Increase the \$10,000 limit on coverage under paragraphs **3.** And **5.** in PERILS INSURED AGAINST Coverage **A – Dwelling** And Coverage **B – Other Structures**. Any payment for Reasonable Emergency Measures **1.** will be deducted from the \$10,000 limit on coverage under paragraphs **3.** and **5.** in PERILS INSURED AGAINST Coverage **A – Dwelling** And Coverage **B – Other Structures**;
- b. Increase any limit of liability that applies to the damaged covered property;
- c. Relieve you of your duties, in case of a loss to covered property, as set forth in **CONDITIONS 4. Duties After Loss**;
- d. Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

4. The exhaustion of the \$3,000 Reasonable Emergency Measures limit in **1.** above does not prevent you from participating in the services provided under form **SIC 05 85 85**, if additional emergency water removal services are necessary.

However, we will not pay under Reasonable Emergency Measures **1.** for any services, or part or portion of any services, provided and

performed under form **SIC 05 85**.

Subject to **3.** above, if you are eligible for and request to participate in the services provided under form **SIC 05 85** and we do not offer the services to you, the \$3,000 limit in paragraph **1.** does not apply.

5. We will not pay under Reasonable Emergency Measures for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under form **SIC 05 86**.

However, the \$3,000 limit in **1.** above applies whether or not:

- a. You receive services under form **SIC 05 86**; or
- b. The \$10,000 limit on coverage applies as described in paragraph **4.** under PERILS INSURED AGAINST Coverage **A – Dwelling** And Coverage **B – Other Structures**.

OTHER COVERAGES

1. Debris Removal.

We will pay the reasonable expense you incur 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.

Debris Removal expense under **1.** above does not increase the \$10,000 limit on coverage under paragraphs **3.** and **5.** in PERILS INSURED AGAINST Coverage **A – Dwelling** And Coverage **B – Other Structures**.

Any payment for Debris Removal expense **1.** will be deducted from the \$10,000 limit on coverage under paragraphs **3.** and **5.** in PERILS INSURED AGAINST Coverage **A – Dwelling** And Coverage **B – Other Structures**.

2. 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.

3. 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.

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. 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.

6. 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.

7. Collapse.

- a. The coverage provided under this OTHER COVERAGE – Collapse applies only to an abrupt collapse.
- b. For the purposes of this OTHER COVERAGE – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This OTHER COVERAGE – Collapse does not apply to:
 - (1) A building or any part of a building that is in danger of falling down or caving in;
 - (2) A building or any part of a building that is standing even if it has separated from another part of the building;
 - (3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion; or
 - (4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the system or any part of the system is:
 - (a) Collapsed;
 - (b) In danger of collapsing or caving in; or
 - (c) Separated from another part of the system; due to:
 - (a) Age, obsolescence, wear, tear;
 - (b) Fading, oxidization, weathering;
 - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (d) Shifting, bulging, racking,

sagging, bowing, bending,
leaning;

(e) Shrinkage, expansion,
contraction, bellying,
corrosion; or

(f) Any other age or maintenance
related issue.

However, this OTHER COVERAGE

– Collapse will apply to that part of
a building's plumbing system
damaged by an abrupt collapse of
a covered building, or abrupt
collapse of any part of a covered
building.

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

(1) The PERILS INSURED AGAINST in
Coverage C – Personal Property;

(2) Decay of a building or any part of a
building that is hidden from view,
unless the presence of such decay is
known to an "insured" prior to
collapse;

However, d.(2) above does not
provide coverage for a plumbing
system or any part of a plumbing
system resulting from decay as
described in OTHER COVERAGE
8.c.(4) above;

(3) Insect or vermin damage, to a
building or any part of a building,
that is hidden from view, unless the
presence of such damage is known
to an "insured" prior to collapse;

(4) Weight of contents, equipment,
animals or people;

(5) Weight of rain which collects on a
roof; or

(6) Use of defective materials or methods
in construction, remodeling or
renovation if the collapse occurs
during the course of the construction,
remodeling or renovation.

e. Loss to a:

(1) Fence, awning, patio, pavement;

(2) Swimming pool, underground
pipe, flue, drain, cesspool;

(3) Foundation, retaining wall,

bulkhead, pier, wharf, dock;

(4) Cistern, plumbing system, or any
part of a plumbing system, or
similar structure;

whether above or below the ground, is not
included under items d.(2) through

(6) above; unless the loss is a direct
result of the collapse of a building or any
part of the building.

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

For purposes of this OTHER COVERAGE –
Collapse, a plumbing system includes a
septic system.

8. 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; and

(2) The breakage caused directly by Earth
Movement and Settlement, of glass or
safety glazing material which is a 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" for more
than 30 consecutive days
immediately before the loss, except
when the breakage results directly
from Earth Movement and
Settlement as provided for in a.(2)
above.

A dwelling being constructed is not
considered "vacant."

Loss to glass covered under this Other
COVERAGE 8. will be settled on the basis of
replacement with safety glazing materials
when required.

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

9. "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 the COVERAGES section of your policy 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 the COVERAGES section of your policy;
- (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:

- (1) When such loss or costs are a result of a PERIL INSURED AGAINST that occurs during the policy period; and
- (2) Only if all reasonable means were used to save and preserve the property from further damage at and after the time the PERIL INSURED AGAINST occurred.

c. \$10,000 is the most we will pay for the total of all loss or costs payable, including ADDITIONAL LIVING EXPENSE or FAIR RENTAL VALUE under this OTHER COVERAGE resulting from any one loss 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 OTHER COVERAGE, except to the extent that "fungi," wet or dry rot, yeast 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

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

This includes the peril of “catastrophic ground cover collapse” as provided in Part A. below.

However, we do not insure loss:

1. Involving collapse, including any part of the following conditions of property or any part of the property, whether above or below the ground:

- a. An abrupt falling down or caving in;
- b. Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- c. Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to a. or b. above;

except as provided in OTHER COVERAGES 8.;

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”;

- g. Accidental discharge or overflow of water or steam;

unless loss to property covered under Coverage **A** or **B** results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location, subject to the \$10,000 limit as set forth in **3.** below.

Loss to property covered under Coverage **A** or **B** that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location includes, subject to the

\$10,000 limit as set forth in **3.** below, the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the Described Location, but only when necessary to access the system or appliance.

- (1) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as

specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part of the system or appliance, is repairable or not.

- (2) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover loss:

- (1) To the system or appliance from which this water or steam escaped;
- (2) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location;
- (3) Caused by constant and repeated seepage or leakage or water or steam, or the presence or condensation of humidity, moisture or vapor, which occurs over a period of 14 or more days, whether hidden or not and results in damage such as wet or dry rot, "fungi," deterioration, rust, decay or other corrosion; or
- (4) To a plumbing system, whether above or below the ground, caused by:
- (a) Age, collapse, obsolescence, wear, tear;
 - (b) Fading, oxidization, weathering;
 - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
 - (e) Shrinkage, expansion,

contraction, bellying, corrosion;

(f) The unavailability or discontinuation of a part or component of the system or; or

- (g) Any other age or maintenance related issue;
- (5) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or
- (6) Otherwise excluded or limited elsewhere in the Policy

For purposes of this provision, a plumbing system or household appliance does not include:

- (1) A sump, sump pump, irrigation system or related equipment; or
- (2) A roof drain, gutter, downspout or similar fixtures or equipment.

- h. Dropped object to the interior of a building, property contained in a building, or flooring located outside of a building, unless the roof or an outside wall of the building is first damaged by a dropped object.

Damage to the dropped object itself is not covered.

- i. Any of the following:
- (1) Wear and tear, marring, deterioration;
 - (2) Inherent vice, latent defect, defect or mechanical breakdown;
 - (3) Smog, rust, decay or other corrosion;
 - (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:
- (a) Smoke;
 - (b) Vapor;
 - (c) Soot;

- (d) Fumes;
- (e) Acids;
- (f) Alkalis;
- (h) Waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

- (6) Settling, shrink in g, bulging or expansion, including resultant cracking of pavements, patios, foundations, walls, floors, roofs or ceilings; or
- (7) Birds, vermin, rodents, marsupials, animals, reptiles, fish, insects or pests, including but not limited to, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locusts, cockroaches, and fleas.

If any of these in 2.i. above cause water damage not otherwise excluded or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover, subject to the \$10,000 limit as set forth in **3.** below, loss caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the Described Location, necessary to access the system or appliance.

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

caused the covered loss.

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

For purposes of this provision, a plumbing system or household appliance does not include:

- (1) A sump, sump pump, irrigation system, or related equipment; or
- (2) A roof drain, gutter, down spout or similar fixtures or equipment.

c. Excluded under
GENERAL
EXCLUSIONS

- 3.** A \$10,000 limit on coverage applies and is the most we will pay for:
 - a. Each covered direct physical loss from all water or steam in paragraphs 2.g. and 2.i. above; and
 - b. All cosmetic and aesthetic damage which occurs in the same loss as 3.a. above including any repair or replacement of items to match quality, color or size.
Payment for Reasonable Emergency Measures under COVERAGES which occurs in the same loss as **3.a.** above, will be deducted from the \$10,000 limit on coverage.
- 4.** The \$10,000 limit on coverage in **3.** above does not apply if:
 - a. At our option we offer and you consent to participate in the services described under **SIC 05 86**; or
 - b. Prior either to your incurring any costs for covered repairs or your covered property, is the most we will pay. Starting any covered repairs, you request and we do not offer the services described under **SIC 05 86** to you.
In the event the \$10,000 limit on coverage does not apply, the Coverage **A** Limit Of Liability or Coverage **B** Limit Of Liability, applicable to the damaged covered property, is the most we will pay. However:
 - a. For coverage provided under COVERAGES in this policy, the

limit in Reasonable Emergency Measures will apply.

- b. For coverage provided under OTHER COVERAGES in this Policy, the limit as provided in the other coverage will apply.
5. Under items 1. and 2., any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise excepted in this policy is covered.

However, the \$10,000 limit in 3. above applies to any ensuing damage to property described in Coverage A and B not excluded by water or steam described in 2.g and 2.i. above, except the \$10,000 limit will not apply when the ensuing loss to the property is:

- a. Fire;
- b. Explosion;
- c. Collapse, only as covered under 8. Other Coverages; or

"Fungi", Wet Or Dry Rot, Yeast Or Bacteria, only as covered in 10. Other Coverages.

This \$10,000 limit on coverage does not create additional coverage or increase the limit of liability applying to the damaged property.

Catastrophic Ground Cover Collapse.

1. We insure for direct physical loss to the "principal building" covered under Coverage **A** caused by the peril of "catastrophic ground cover collapse."

Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse."

2. 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 Described Location.

If we at our option repair the "principal building" under Coverage **A** for direct physical loss resulting from the peril of "catastrophic ground cover collapse," we will stabilize the "principal building's" land in accordance with our professional engineer's recommended repairs.

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

4. This peril does not apply to property covered under Coverage **B** – Other Structures.

The GENERAL EXCLUSION Earth Movement and Settlement 1.b. does not apply to "catastrophic ground cover collapse."

The GENERAL EXCLUSION Loss caused by "sinkhole" 1.i. does not apply to "catastrophic ground cover collapse."

COVERAGE C – PERSONAL PROPERTY

We insure for 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. Canoes and rowboats; or
- b. 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, attempted 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;
- c. On the Described Location caused by accidental discharge or overflow which occurs off the Described Location;
- d. Caused by constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor which occurs over a period of 14 or more days, whether hidden or not and results in damage such as wet or dry rot, "fungi," deterioration, rust, decay or other corrosion; or
- e. Otherwise excluded or limited elsewhere in the Policy.

In this peril, a plumbing system or household appliance does not include:

- a. A sump, sump pump, irrigation system or related equipment; or
- b. A roof drain, gutter, down spout or similar fixtures or 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.**15.** This peril does not include loss on the Described Location while the dwelling is "vacant" or "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.

16. Sudden and accidental damage from artificially generated electrical current.

This peril does not include loss to a tube, transistor or similar electronic component.

17. Volcanic Eruption other than loss caused by earthquake, land shock waves or tremors.**18. Catastrophic Ground Cover Collapse.**

- a. We insure for direct physical loss to property covered under Coverage **C** located within the "principal building" resulting from a "catastrophic ground cover collapse," unless the loss is excluded elsewhere in this policy.
- b. 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."
- c. Direct physical loss to property covered under Coverage **C** from the peril of "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the Described Location.

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

The GENERAL EXCLUSION Earth Movement And Settlement 1.b. does not apply to "catastrophic ground cover collapse."

The GENERAL EXCLUSION Loss caused by "sinkhole" 1.i. does not apply to "catastrophic ground cover collapse."

Under Perils Insured Against, a plumbing system included a septic system.

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 and Settlement**, meaning:

- (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- (2) Landslide;
- (3) Mine subsidence;
- (4) Mudflow or mudslide;
- (5) Earth sinking, rising or shifting;
- (6) Clay shrinkage or other expansion or contraction of soils or organic materials;
- (7) Decay of buried or organic materials; or
- (8) Settling, cracking or expansion of foundations;
- (9) Scouring;

Whether caused by natural or man made activities; unless direct loss by:

- (1) Fire; or
- (2) Explosion;

ensues and then we will pay only for the ensuing loss.

c. **Water Damage**, meaning:

- (1) Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, 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;
 - (b) Backs up or is otherwise discharged from a septic system or drain field, or related equipment or similar systems; or

(c) Overflows or is otherwise discharged from:

- (i) A sump, sump pump, irrigation system, or related equipment; or
- (ii) A roof drain, gutter, down spout, or similar fixtures or equipment;

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

(4) Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in c.(1) through c.(3) of this GENERAL EXCLUSION.

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

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 any act of nature.

However, direct loss by fire, explosion or theft resulting from any of the above in c.(1) through c.(4) 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 your or any other insured's neglect 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 committed:

(1) By or at the direction of you or any person or organization named as an additional insured; and

(2) With the intent to cause a loss.

i. **Loss caused by "sinkhole."**

"Sinkhole" means:

(1) A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by groundwater.

(2) A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

j. **"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 does not apply:

(1) When "fungi," wet or dry rot, yeast or bacteria results from fire or lightning; or

(2) To the extent COVERAGE is provided for in the "Fungi," Wet Or Dry Rot, Yeast 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, yeast or bacteria is covered.

k. **Existing Damage**, meaning:

(1) 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

(2) Claims or damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception.

This EXCLUSION k. does not apply in the event of a total loss caused by a PERIL INSURED AGAINST.

l. **Smog, Rust, Decay or Other Corrosion.**

This policy does not include loss caused by smog, rust, decay or other corrosion.

m. **Inherent Vice, Latent Defect, Defect or Mechanical Breakdown.**

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

n. **Constant or repeated seepage or leakage** of water or steam, or the presence or condensation of humidity, moisture or vapor; which occurs over a period of 14 or more days, whether hidden or not and results in damage such as wet or dry rot, "fungi," deterioration, rust, decay or other corrosion.

o. **Accidental discharge or overflow of water or steam** from:

(1) Within a plumbing, heating, air conditioning or automatic fire protective sprinkler system;

(2) Within a household appliance for heating water; or

(3) Within a household appliance.

This EXCLUSION o. applies only while the dwelling is "vacant" or "unoccupied" for more than 30 consecutive days or being constructed; unless you have used reasonable care to:

(1) Shut off the water supply; and

(2) Drain the system and appliances of water.

Systems and appliances do not include outdoor swimming spas or outdoor irrigation wells.

2. We do not insure for loss to a property described in COVERAGES **A** and **B** caused by any of the following. However, any ensuing loss to property described in

COVERAGES **A** and **B** not otherwise 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. For an amount greater than the interest of a person insured under this policy; or
- b. For more than the applicable limit of liability.

3. Concealment or Fraud.

With respect to all persons insured under this policy, we provide no coverage for loss if, whether before or after a loss, one or more persons insured under this policy have:

- 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.

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.

4. Duties After Loss.

- a. In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be

performed either by you, an "insured" seeking coverage, or a representative of either:

- (1) Give prompt notice to us or our agent.

Except for Reasonable Emergency Measures taken under COVERAGES Reasonable Emergency Measures, 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.
- (2)(a) To the degree reasonably possible, retain the damaged property; and
 - (b) Keep an accurate record of repair expenses.
 - (c) As often as we reasonably require, allow us and our representatives:

- i. Access to the Described Location; and
- ii. To inspect, subject to b.i. above, the Described Location and all damaged property prior to its removal from the Described Location;

- (3) Protect the property from further damage. If repairs to the property are required, you must:

- (a) Take reasonable emergency measures that are necessary to protect the covered property

from further damage, as provided under COVERAGES Reasonable Emergency Measures .

To the degree reasonably possible, damaged property must be retained for us to inspect;

- (b) Keep an accurate record of expenses;
- (4) Cooperate with us in the investigation of a claim;
- (5) Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;
- (6) 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;

- (7) As often as we reasonably require:
 - (a) Show the damaged property;
 - (b) Provide us with records and documents we request and permit us to make copies; and
 - (c) You or any insured under this policy must:
 - i. Submit to examination under oath and recorded statements, while not in the presence of any other insured; and
 - ii. Sign the same.
 - (d) If you are an association, corporation or other entity; members, officers directors, partners or similar representatives of the

association, corporation or other entity must:

- i. Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and
- ii. Sign the same.
- (e) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this policy, other than an insured in (3) or (4) above; must:
 - i. Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and
 - ii. Sign the same.
- (8) Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (a) The time and cause of loss;
 - (b) Your interest and that of 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.d.;
 - (g) Receipts for ADDITIONAL LIVING EXPENSES incurred and records that support the FAIR RENTAL VALUE loss.
 - (f) A claim, supplemental claim, or reopened claim for loss or damage caused by the peril of windstorm or hurricane is barred unless notice of the claim, supplemental claim, or reopened claim is given to us in accordance

with the terms of the policy within 3 years after the date the hurricane first made landfall in Florida or the windstorm caused the covered damage.

A supplemental claim or reopened claim means any additional claim for recovery from us for losses from the same hurricane or windstorm which we have previously adjusted pursuant to the initial 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. For all other claimants seeking benefits under the COVERAGES section of this Policy, in the case of a loss to covered property, we have no duty to provide coverage under this Policy to a claimant, if failure to comply with the following duties is prejudicial to us.

- (1) Provide documentation that substantiates the claimant'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 claimant 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 all of the following:

- (1) A claimant seeking benefits;

- (2) The claimant's agents;
- (3) The claimant's representatives; and
- (4) Any public adjuster engaged on the claimant's behalf.

The duties above apply regardless of whether a claimant is 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.

For purposes of this condition 4 .b. a claimant does not include a "named insured" and the spouse of a "named insured".

5. Loss Settlement.

Covered property losses are settled as follows:

- a. (1) Personal property;
 - (2) 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 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;
- (c) Underground flues, pipes, wiring and drains; and
- (d) Structures and other property excluded or not covered elsewhere in your policy.
- (4) We will initially pay at least the actual cash value of the insured loss, less any applicable deductible. We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred, subject to b.(1) and b.(2) above.

If a total loss of the dwelling occurs, the provisions of b.(4) above do not

apply and we will pay the replacement cost coverage without reservation or holdback of any depreciation in value, pursuant to Section 627.702, Florida Statutes.

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.

- c. If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will not pay for any loss or damage caused by any of the following perils, even if they are a PERIL INSURED AGAINST:
- (1) Vandalism;
- (2) Malicious mischief;
- (3) Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
- (4) Dwelling glass breakage; or
- (5) Water damage.

Dwellings under construction are not considered "vacant."

- d. In the event of a "catastrophic ground cover collapse," any repairs must be made in accordance with the recommendations of our professional engineer.

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

- (1) Complete the professional engineer's recommended repairs; or
- (2) Pay the policy limits without a reduction for the repair expenses incurred.

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.

8. Mediation or Appraisal.

a. Mediation.

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

- (1) The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request.
- (2) The settlement in the course of the mediation is binding only if:
 - (a) Both parties agree, in writing, on a settlement; and
 - (b) You have not rescinded the settlement within 3 business days after reaching settlement.
- (3) You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
- (4) We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference.
- (5) However, if we fail to appear at a mediation conference, we will pay:
 - (a) Your actual cash expenses incurred while attending the conference; and
 - (b) Also pay the mediator's fee for the rescheduled conference.

b. Appraisal.

Appraisal is an alternate dispute resolution method to address and resolve disagreement regarding the amount of the covered loss.

- (1) If you and we fail to agree on the amount of loss, either party may demand an appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss.

The estimate shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace the item.

- (2) In this event, each party will choose a competent appraiser within 20 days after receiving a written demand from the other.
- (3) The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss.
- (4) If they fail to agree, the two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by judge of a court of record located in the county described in the "Insured Described Location" of your Declarations.
- (5) The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
- (6) The appraisal award will be in writing and shall include the following:
 - (a) A detailed list, including the amount to repair or replace, of each specific item including in the award from the appraisal findings;
 - (b) The agreed amount of each item, its replacement cost value and

corresponding actual cash value;
and

(c) A statement of "This award is made subject to the terms and conditions of the policy."

(7) Each party will:

(a) Pay its own appraiser, including their costs associated with producing the estimate described in b.(1). above; and

(b) Bear the fees and expenses of the appraisal and umpire equally.

(8) You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the policy.

If, however, we demanded the mediation in a. above and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

9. Other Insurance And Insurance 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.

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.

No action can be brought against us; unless:

a. There has been full compliance with all of the terms of this policy; and

b. The action is started within 5 years after the date of the loss.

12. Our Option.

If we give or mail you written notice within 30 days after we receive your signed, sworn proof of loss:

a. We may, in lieu of payment and at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.

b. 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.

c. Paragraphs 12.a., 12.b. and the first paragraph above do not apply to the services that are provided under form **SIC 05 85**.

d. Your consent to participate in the Program under form **SIC 05 86** constitutes, for the loss or damage you have reported to us, your waiver of our requirement to provide you written notice within 30 days after we receive your signed, sworn proof of loss, as described in the first paragraph above.

Paragraphs 12.a., 12.b. and the first paragraph above do not apply to repairs, replacement or rebuilding of covered property that are provided under form **SIC 05 86**.

e. Our right to repair, rebuild or replace and our decision to do so is a material part of this Policy and under no circumstances relieves you or us of the duties and obligations under this Policy.

13. Loss Payment.

a. We will adjust all losses with you.

b. We will pay you unless some other person is named in the policy or is

legally entitled to receive payment. Any loss payment will be paid to you and them, as each interest appears.

c. 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 an initial, reopened, or supplemental property insurance claim from you, where for each initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control which reasonably prevent such payment.

Paragraph (3) above does not form the sole basis for a private cause of action against us.

d. In the event any services, or part or portion of any services described in form **SIC 05 85** are performed or provided under form **SIC 05 85**, we will pay the "Contractor" directly for those services or part or portion of any services the "Contractor" performs or provides.

e. In the event that any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement or rebuilding of property, covered under Coverage **A** or Coverage **B**, are made or provided under form **SIC 05 86**, paragraph b. above is deleted.

We will pay you and the "Contractor" jointly, unless some other person is named in the Policy or is legally entitled to receive payment. Any loss payment will then be paid to you, the "Contractor" and them, as each interest appears.

f. For all other covered loss or damage not part of paragraph e. above, we will pay you in accordance with paragraphs a. through d. above.

14. Abandonment of Property.

We need not accept any property abandoned by you.

15. Mortgage Clause.

The word "mortgagee" includes trustee and lienholder.

a. 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.

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

(1) Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware.

This notice includes notifying us of foreclosure or if a foreclosure has been initiated;

(2) Pays any premium due under this policy on demand if you have neglected to pay the premium; and

(3) 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.

c. 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.

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

(1) We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

(2) 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.

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

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. When you have not paid the premium, we may cancel at any time by letting the first named insured know at least 10 days before the date the cancellation takes effect.
- c. When this policy has been in effect for 90 days or less:
- (1) We may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) Failure to comply with underwriting requirements.

- (2) We may also cancel this policy subject to the following provisions.

A written cancellation notice, together with the specific reason(s) for cancellation, will be delivered to the first named insured, or mailed to the first named insured at the 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:

- (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as

requested by us to prevent recurrence of damage to the insured property;

- (b) On the basis of a single claim which is 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; or

- (c) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an insured or household member of an insured.

- (3) Except as provided in items 17.b. and 17.c.(1) above, we will let the first named insured know of our action at least 20 days before the date the cancellation takes effect in all other cases.

- d. When the policy has been in effect for more than 90 days, we may cancel:

- (1) If there has been a material misstatement;
- (2) If the risk has changed substantially since the policy was issued;
- (3) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
- (4) If the cancellation is for all insureds under policies of this type for a given class of insureds;

However, 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;
- (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;

- (3) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or household member of an insured; or
- (4) On the basis of credit information available in public records.

Except as provided in 17.b. above, we will let the first named insured know of our action at least 120 days before the date the cancellation takes effect.

- 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 returned with the policy notice of cancellation or when this policy is returned to us, we will refund it within 15 working days after the date cancellation takes effect.

18. Nonrenewal.

We may elect not to renew this policy.

- a. We may do so by delivering to the first named insured or mailing to the first named insured at the mailing address shown in the Declarations, written notice, together with the specific reason(s) for nonrenewal.
- b. We shall give the first named insured at least 120 days written notice before the expiration of this policy.

Proof of mailing will be sufficient proof of notice.

We will not nonrenew this policy:

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

- c. On the basis of filing of claim(s) for "sinkhole loss"; unless:
 - (1) The total of such payments equals or exceeds the policy limits of coverage for the policy in effect on the date of loss, for property damage to the "principal building"; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
- d. On the basis of credit information available in public records; or
- e. On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an insured or household member of an insured.

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.

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. Renewal Notification.

If we elect to renew this policy, we will let the first named insured know, in writing:

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

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

27. Adjustment to Property Coverage Limits.

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

28. Salvage.

We may permit you to keep damaged insured property after a loss. If we permit you to keep damaged insured property, we will reduce the amount of loss proceeds payable to you under the policy by the value of the salvage.

29. Inspections And Surveys.

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.

We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with the laws, regulations, codes or standards.
- c. This CONDITION applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

30. Notice.

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or the claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or the claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The insured or the claimant may deny access to the property if notice has not been provided. The insured or the claimant may waive the 48-hour notice.

31. 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.