

IN THE COUNTY COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

UNIVERSAL PROPERTY & CASUALTY
INSURANCE COMPANY, a Florida
Corporation, as subrogee of
MARY FREIDIN,

Plaintiff,

v.

Case No.: 2024 CC 002311

Division:

CHATEAU DE VILLE OF TALLAHASSEE
CONDOMINIUM ASSOCIATION, INC., a
Florida Corporation,

Defendant/.

Served Date: 6/13/2024 ^{TS} Time: 16:56am
Tyree Slade #214
2nd Judicial Circuit

ORIGINAL SUMMONS

THE STATE OF FLORIDA
TO EACH SHERIFF OF THE STATE

YOU ARE COMMANDED to serve this summons and a copy of the complaint or petition
in this action on the Defendant *whose name and address is:*

**CHATEAU DE VILLE OF TALLAHASSEE
CONDOMINIUM ASSOCIATION, INC.,**
c/o Rowand, Thomas (Registered Agent)
327 Office Plaza Drive Suite 211
Tallahassee, FL 32301

Each Defendant is required to serve written defenses to the complaint or petition on
Plaintiff's attorney, *whose name and address is:*

**ALFRED T. LEHMANN, ESQUIRE
GROELLE & SALMON, P.A.**
1715 N. Westshore Blvd Suite 320
Tampa, FL 33607
(813) 849.7200
gstcourtdocs@gspalaw.com

within 20 days after service of this summons on that defendant, exclusive of the day of service,
and to file the original of the defenses with the clerk of this court either before service on Plaintiff's
attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against
the defendant for the relief demanded in the complaint or petition.

DATED on this _____ day of _____, 2024.

Leon County Clerk of Court
300 S. Monroe St. #100
Tallahassee, FL 32301



Gwen Marshall Clerk of the Circuit Court & Comptroller

By: [Signature]

06/05/2024

Deputy Clerk

TRILINGUAL SUMMONS

A lawsuit has been filed against you. You have twenty (20) calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a carbon copy or photocopy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, podiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted inviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney." (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cet'te citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (Figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une response ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse ecrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY

Plaintiff

VS

CASE NO.: 2024 CC 002311

CHATEAU DE VILLE OF TALLAHASSEE CONDOMINIUM ASSOCIATION INC

Defendant

UNIFORM ORDER FOR ACTIVE, DIFFERENTIAL CIVIL CASE MANAGEMENT

In compliance with Florida Supreme Court directives on active, differential civil case management established in Supreme Court Administrative Order AOSC20-23, Amendment 12, and Second Judicial Circuit Administrative Order 21 - 04, all parties in the above-styled cause are bound by this Case Management Order.

Plaintiff shall serve this order on all parties with service of the original complaint. Strict enforcement is required unless good cause is shown for an exception or as otherwise required by law.

I. PROJECTED TRIAL DATE

All COUNTY COURT Civil cases are designated STREAMLINED CASES with a projected trial date of 360 days from the date of filing of the complaint.

All CIRCUIT COURT Civil cases for which the complaint does not demand trial by jury are designated STREAMLINED CASES with a projected trial date of 360 days from the date of filing of the complaint.

All CIRCUIT COURT Civil cases for which the complaint demands trial by jury are GENERAL CASES with a projected trial date of 540 days from the date of filing of the complaint.

A change in the above designations may be made by the presiding judge on the judge's own initiative or upon motion of any party. Should any party assert that a civil case should be treated other than designated above, such party shall file a written motion requesting such change and the motion shall be expeditiously resolved by the



presiding Judge.

II. Notice that Cause is at Issue and Firm Trial Date

The parties must file a Joint Notice that the Cause is at Issue no later than 15 days after the pleadings are closed. In the event of a dispute, either party may file a motion and request a hearing to determine if the cause is at issue.

Upon joint notice or judicial determination that the cause is at issue, the Court will schedule a Firm Trial Date consistent with the Projected Trial Date above unless either party requests a different date in their Notice that the Cause is at Issue. Should either party request a Firm Trial Date different than the Projected Trial Date, the Plaintiff shall expeditiously set a case management conference to determine the Firm Trial Date.

III. Mandatory Deadlines for Streamlined Cases

If this case is designated as a STREAMLINED CASE, the following deadlines shall apply and, by directive of the Florida Supreme Court, must be strictly enforced unless good cause is shown for an exception or as otherwise required by law:

- 120 days after filing: Service of Complaints
- 150 days after filing: Service under any Extension of Time
- 180 days after filing: Adding New Parties
- 210 days after filing: Resolution of Objections to Pleadings and Motions to Dismiss
- 270 days after filing: Completion of Fact and Expert Discovery
- 270 days after filing: Resolution of Pretrial Motions, including Motions for Summary Judgment

IV. Mandatory Deadlines for General Cases

If this case is designated as a GENERAL CASE, the following deadlines shall apply and, by directive of the Florida Supreme Court, must be strictly enforced unless good cause is shown for an exception or as otherwise required by law:

- 120 days after filing: Service of Complaints
- 180 days after filing: Service under any Extension of Time
- 210 days after filing: Adding New Parties
- 270 days after filing: Resolution of Objections to Pleadings and Motions to Dismiss
- 400 days after filing: Completion of Fact and Expert Discovery
- 450 days after filing: Resolution of Pretrial Motions, including Motions for Summary Judgment

V. Mediation

All parties must mediate unless excused by court order for good cause shown or as otherwise required by law and in compliance with Rules of Civil Procedure 1.700 - 1.730.

VI. Noncompliance

By Order of the Florida Supreme Court, strict, good faith compliance with this Uniform Order for Active, Differential Civil Case Management is required unless good cause is shown for an exception or as otherwise required by law. These procedures and time standards do not supplant any existing rule, statute, or law.

Failure to appear at the pretrial conference or failure to comply with the terms of this order may result in such sanctions as are just and lawful including: an immediate ex parte hearing and entry of final judgment of default or dismissal, limitation of witnesses or other evidence, striking of claims or defenses, or imposition of attorney fees or costs.

VII. Hearings by Audio-Video Technology

During the COVID-19 Public Health Emergency, all hearings other than jury selection and trial shall be conducted consistent with Florida Supreme Court and Second Circuit Administrative Order by audio-video technology. Each judge is responsible to establish the process for such audio-video technology hearings by notice of hearing including technology access. After the conclusion of the COVID-19 Public Health Emergency all hearings other than jury selection and trial may be conducted by audio-video technology. Each judge is responsible to establish the process for such audio-video technology hearings by notice of hearing including technology access.


Wednesday, June 5, 2024
MONIQUE R. RICHARDSON, COUNTY JUDGE

MONIQUE R RICHARDSON
County Judge

SUPPLEMENT TO CIVIL CASE MANAGEMENT ORDER

If, at the time the Uniform Order For Active Differential Civil Case Management ("Order") is filed, service on the Defendant(s) has already been made or process provided to a process server, the Plaintiff may comply with the second (in bold) paragraph of the Order by promptly providing a copy of the Order to the Defendant(s) by U.S. Mail or by Electronic Mail. The Plaintiff shall then file a certificate of service documenting that this Order has been provided to the Defendant(s) in this manner.

IN THE COUNTY COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

UNIVERSAL PROPERTY & CASUALTY
INSURANCE COMPANY, a Florida
corporation, as subrogee of
MARY FREIDIN,

Plaintiff,

v.

Case No.:
Division:

CHATEAU DE VILLE OF TALLAHASSEE
CONDOMINIUM ASSOCIATION, INC., a
Florida corporation,

Defendant/.

ORIGINAL COMPLAINT

COMES NOW, the Plaintiff, UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY ("UNIVERSAL," "Plaintiff"), a Florida corporation, as subrogee of MARY FREIDIN ("INSURED"), and sues Defendants, CHATEAU DE VILLE OF TALLAHASSEE CONDOMINIUM ASSOCIATION, INC., ("Defendant"), and alleges:

ALLEGATIONS OF JURISDICTION

1. This is an action for damages exceeding \$8,000.00 but not exceeding 30,000.00, exclusive of interest, court costs, and attorneys' fees.
2. UNIVERSAL is a Florida corporation, licensed by and authorized to do business in the State of Florida, and writes, *inter alia*, homeowners' insurance policies throughout Florida.
3. Florida *in personam* jurisdiction is properly exercised over CHATEAU DE VILLE, a domestic corporation, because, *inter alia*, CHATEAU DE VILLE has the necessary "minimum contacts" with Florida necessary to satisfy Due Process requirements as set forth by one or more of the following personal jurisdiction provisions codified in F.S.A. § 48.193, to wit:

(1)(a)(1) Operating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state; (1) (a) (2) Committing a tortious act within this state; (1) (a) (7) Breaching a contract in this state by failing to perform acts required by the contract to be performed in this state; and/or CHATEAU DE VILLE (2) is engaged in substantial and not isolated activity within this state.

Additionally, CHATEAU DE VILLE, a domestic corporation, “resides” in Florida and Florida courts have personal jurisdiction over all Florida residents.

4. Venue is proper in Leon County, Florida, pursuant to F.S.A. § 47.051 because the cause of action accrued in Leon County, FL, to wit: 2020 Continental Avenue, Tallahassee, FL 32304.

GENERAL ALLEGATIONS

5. At all times material and relevant hereto CHATEAU DE VILLE was the condominium association responsible for managing and operating of the condominium building located at 2020 Continental Avenue, Tallahassee, FL 32304 (“Condominium Property”).

6. At all times material and relevant hereto, INSURED owned Unit 149 of the Condominium Property (“Unit 149” “Premises”).

7. At all times material and relevant hereto, Unit 149 was insured by UNIVERSAL against certain losses by virtue of the INSURED – UNIVERSAL policy of insurance # 1503-1103-4160 (“Policy”). At all times material and relevant hereto, the Policy was in full force and effect. A certified copy of the Policy is attached hereto as **Exhibit “A.”**

8. On or about February 9, 2022, the INSURED, discovered a water and sewage intrusion that seemed to originate from the INSURED’s half bath and travelled throughout the Premises.

9. Subsequent investigation found that the water and sewage intrusion was caused from neglected maintenance on the main drain, that permitted a sewage backflow and a stoppage

in the exterior underground sewer line. This neglected maintenance on the man drain resulted in the uncontrolled flow of sewage water, which flowed into the hallway, living room, kitchen a/c closet, and hall closet. The intrusion infiltrated the baseboards, drywall, vinyl floor planking and caused substantial damage to the Premises thereto.

10. As a result of the aforementioned uncontrolled flow of sewage water, there was extensive damage and loss to the Premises, for which the INSURED made a claim to their insurance carrier UNIVERSAL.

13. UNIVERSAL inspected and adjusted the loss at the Premises. Pursuant to the terms and conditions of the Policy, UNIVERSAL paid on behalf of the INSURED to repair the Premises, its fixtures, contents, and realty, and the INSUREDS' personal property to their pre-loss condition.

14. As a result of the aforementioned payment, UNIVERSAL is subrogated to the rights of the INSURED by the Policy and operation of law and seeks \$16,243.59 including INSUREDS' \$1,000.00 deductible, plus interest, court costs, and all other fees and costs allowable by governing law.

15. Any applicable conditions precedent to filing suit have been fulfilled, satisfied, or waived.

COUNT I: NEGLIGENCE

16. UNIVERSAL reiterates and re-alleges paragraphs 5 through 15 as if more fully set forth herein.

17. Defendant Association owed a statutory duty to Plaintiff's insureds pursuant to Fla. Stat. §718.113(1), which states, "Maintenance of the common elements is the responsibility of the Association."

18. Further, Fla. Stat. § 718.108(1) states:

"Common elements" includes within its meaning the following:

(a) The condominium property which is not included in the units.

- (b) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.
- (c) An easement of support in every portion of a unit which contributes to support of a building.
- (d) The property and installations required for the furnishing of utilities and other services to more than one unit or to the common elements.

[Emphasis added].

19 Defendant Association breached its statutory duty and duty of ordinary care in one or more of the following ways: (a) by failing to inspect, maintain, test, and/or repair the common drain stack and associated plumbing fixtures and components, all of which are common elements as defined in Fla. Stat. § 718.108(1); (b) by failing to timely shut off the main water to the condominium building to prevent further water intrusion and damages after being notified of the common drain stack backup; (c) by failing to stop the flow of water into Plaintiff's Insureds' Property in a timely manner; (d) by failing to timely locate and fix the compromised common drain stack within the condominium building; and/or (e) by failing to comply with any other express or implied duty or duties owed as set forth in Fla. Stat. § 718.113.

20. As a direct and proximate result of Defendant Association's negligent acts and/or omissions, water intruded into Plaintiff's Insureds' Property, resulting in property damage to Plaintiff's Insureds' Property and/or personal property located therein.

21. Pursuant to said Policy of Insurance, Plaintiff paid to or on behalf of Plaintiff's insureds, additional insureds(s), or omnibus insureds(s) the sum of \$16,243.59 for property damage/loss. Under the terms of the policy of insurance and as a result of its payment, Plaintiff is subrogated to the rights of its insureds.

WHEREFORE, Plaintiff, UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY, demands a judgment against defendant, CHATEAU DE VILLE OF TALLAHASSEE CONDOMINIUM ASSOCIATION, INC., for damages, pre-judgment interest, court costs, attorney fees pursuant to Fla. Stat. §718.303 & the Declaration, and all other damages and further relief to which the Plaintiff is entitled to as a matter of law, and demands trial on all issues so triable.

Dated this 4th day of June, 2024.

GROELLE & SALMON, P.A.

Attorneys for Plaintiff
1715 N. Westshore Blvd, #320
Tampa, FL 33607
(813) 849-7200 (telephone)
(813) 849-7201 (fax)
gstcourtdocs@gspalaw.com
alehmann@gspalaw.com



DAVID B. MCCLELLAND, ESQ.
FBN: 93606
ALFRED T. LEHMANN III, ESQUIRE
FBN: 1015510



Certified Policy Request

Policy Number 1503-1103-4160
Named Insured Mary Freidin
Policy Term 06/14/2021 - 06/14/2022

To whom it may concern,

To the best of my knowledge, I believe this to be an accurate copy of the policy as of 02/09/2022.

Universal Property & Casualty Insurance Company does not intend, by this response nor any aspect of the claim investigation, to waive any defenses, rights, including any right to rescind or cancel, or any terms or conditions of the homeowners insurance policy.

Universal Property & Casualty Insurance Company expressly reserves all rights as stated in the homeowners insurance policy and state statutes.

Carlos Villasenor - Underwriting Corporate Representative
Authorized Representative

**Universal Property & Casualty Insurance Company,
A Stock Company**

c/o Evolution Risk Advisors, Inc.
1110 W. Commercial Blvd
Fort Lauderdale, FL 33309

Homeowners
Declaration Effective
06/14/2021



**UNIVERSAL
PROPERTY**
& CASUALTY INSURANCE COMPANY

Renewal Policy

THIS IS NOT A BILL

For Policy or Claims Questions Contact Your Agent Listed Below

Policy Number	FROM	Policy Period	TO	[INSURED BILLED]	Agent Code
1503-1103-4160	06/14/2021		06/14/2022	12:01 AM Standard Time	AU10

Named Insured and Address

Mary Freidin
2020 Continental Avenue
#149
Tallahassee, FL 32304
(954) 914-0935
Insured Location

Agent Name and Address

Alliance & Associates
1091 Oakleaf Plantation Pkwy
Orange Park, FL 32065
(866) 771-4715

2020 CONTINENTAL AVE APT 149 TALLAHASSEE, FL 32304 LEON COUNTY

Premium Summary

Basic Coverages Premium	Attached Endorsements Premium	Assessments / Surcharges	MGA Fees/Policy Fees	Total Policy Premium (Including Assessments & Surcharges)
\$279.00	\$32.00	\$38.00	\$27.00	\$376.00

Rating Information

Form	Construction	Year	Townhouse/ Rowhouse	Number of Families	Occupied	Protection Class	Territory	BCEG
HO6	Masonry	1967	N	1	Y	3	993	99
County		Dwelling Replacement Cost	Personal Property Replacement Cost		Protective Device Credits:			
Leon		Y	Y		Burglar	Fire	Sprinkler	
					N	N	N	

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. For renewals: If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will expire.

Insurance is provided only with respect to the following coverages for which a limit of liability is specified, subject to all the conditions of this policy.

COVERAGES - SECTION I	LIMITS	PREMIUMS	COVERAGES - SECTION II	LIMITS	PREMIUMS
Coverage A - Dwelling	\$50,000		Coverage E - Personal Liability	\$100,000	\$0.00
Coverage B - Other Structure	\$0		Coverage F - Medical Payments	\$1,000	\$0.00
Coverage C - Personal Property	\$20,000	\$279.00			
Coverage D - Loss of Use	\$8,000				

NOTE:

The portion of your premium for hurricane coverage is: \$51.59

The portion of your premium for all other coverages is: \$324.41

Section I Coverages Subject to a \$500 Hurricane Deductible Per Calendar Year.

Section I Coverages Subject to \$1,000 All Other Perils (Non-Hurricane) Deductible Per Loss.

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

Flood coverage is not provided by Universal Property & Casualty Insurance Company and is not part of this policy.

Alliance & Associates

Countersignature

Date

Chief Executive Officer

Universal Property & Casualty Insurance Company,
A Stock Company

c/o Evolution Risk Advisors, Inc.

1110 W. Commercial Blvd

Fort Lauderdale, FL 33309

Declaration Effective

06/14/2021



UNIVERSAL
PROPERTY
A CASUALTY INSURANCE COMPANY

Renewal Policy

THIS IS NOT A BILL

Policy Number	FROM	Policy Period	TO	[INSURED BILLED]	Agent Code
1503-1103-4160	06/14/2021		06/14/2022	12:01 AM Standard Time	AU10

Additional Interest

Mortgagee/Additional Interest 01

Mortgagee/Additional Interest 02

Mortgagee/Additional Interest 03

Policy Forms & Endorsements Applicable to This Policy

NUMBER EDITION	DESCRIPTION	LIMITS	PREMIUMS
UPCIC HO6 15 05 18	Homeowners 6 Unit Owners Form		\$279.00
UPCIC 905 15 03 18	Outline of Your Homeowner Policy		
UPCIC 406 15 05 18	Personal Property Replacement Cost		\$32.00
UPCIC 601 15 12 17	No Coverage for Home Day Care Business		
UPCIC 201 15 02 18	Calendar Year Hurricane Deductible With Supplemental Reporting Requirement - Florida		
	Year Built Surcharge		\$38.00
	MGA Fee		\$25.00
	Emergency Management Preparedness Assistance Trust Fund		\$2.00

Universal Property & Casualty Insurance Company,
A Stock Company

c/o Evolution Risk Advisors, Inc.
1110 W. Commercial Blvd
Fort Lauderdale, FL 33309

Declaration Effective
06/14/2021



UNIVERSAL
PROPERTY
A CASUALTY INSURANCE COMPANY

Renewal Policy

THIS IS NOT A BILL

Policy Number	FROM	Policy Period	TO	{INSURED BILLED}	Agent Code
1503-1103-4160	06/14/2021		06/14/2022	12:01 AM Standard Time	AU10

PLEASE VISIT [UNIVERSALPROPERTY.COM](https://universalproperty.com) TO VIEW YOUR APPLICABLE POLICY FORMS AND ENDORSEMENTS. LOG IN AND CLICK MY POLICIES/POLICY DETAILS OR TYPE THIS URL INTO YOUR INTERNET BROWSER:
[HTTPS://UNIVERSALPROPERTY.COM/ACCOUNT/LOGIN](https://universalproperty.com/account/login). YOU HAVE THE RIGHT TO REQUEST AND OBTAIN WITHOUT CHARGE A PAPER OR ELECTRONIC COPY OF YOUR POLICY AND ENDORSEMENTS BY CONTACTING YOUR AGENT OR CALLING CUSTOMER SERVICE AT 1-800-425-9113.

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

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

IMPORTANT: This replaces all previously issued policy declarations, if any and is subject to all forms and endorsements attached to this policy.

UPCIC HO DEC 15 02 20

Printed Date: 2/11/2022 2:07:57 PM

3 of 3

HOMEOWNERS 6 – UNIT-OWNERS FORM

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HOMEOWNERS 6 – UNIT-OWNERS FORM

AGREEMENT

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

DEFINITIONS

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

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

1. "Aircraft Liability", "Drone Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in b. below, mean the following:

a. Liability for "bodily injury" or "property damage" arising out of the:

- (1) Ownership, rental or borrowing of such vehicle or craft by an "insured";
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an "insured" to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1) Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor;
- (4) Motor vehicle means a "motor vehicle" as defined in 15. Below; and

(5) "Drone" means a "drone" as defined in 5. below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" means:

a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;

b. "Home-sharing host activities"; or

c. Any other activity engaged in for money or other compensation, except the following:

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

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

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

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

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

a. The abrupt collapse of the ground cover;

b. A depression in the ground cover clearly visible to the naked eye;

c. "Structural damage" of the "principal building" insured under this policy, including the foundation; and

d. The "principal building" or structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".

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

- "Catastrophic ground cover collapse" coverage does not apply to Coverage B structures.
5. "Diminution in value" means any reduction in value of any covered property prior to or following repair or replacement as compared to the value of that property immediately before the loss.
 6. "Drone" means any unmanned aircraft or ship that can navigate autonomously without human control or beyond line of sight by way of GPS, remote control, or on board computer.
 7. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
 8. "Fungi" means:
 - a. Any type or form of fungus, including mold or mildew; and any mycotoxins, spores, scents or byproducts produced or released by fungi.
 - b. Under Section II, this does not include any fungi that are in, are on, or are contained in, a good or product intended for consumption.
 9. "Home-sharing host activities" means:
 - a. The:
 - (1) Rental or holding for rental; or
 - (2) Mutual exchange of services; of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and
 - b. Any other related property or services made available by an "insured" for use during such:
 - (1) Rental; or
 - (2) Mutual exchange of services; except those property or services provided by another party.
 10. "Home-sharing network platform" means an online-enabled application, web site or digital network that:
 - a. Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part; and
 - b. Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, web site or digital network.
 11. "Home-sharing occupant" means a person, other than an "insured", who:
 - a. Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or
 - b. Is accompanying or staying with a person described in Paragraph 11.a. of this definition under such "home-sharing host activities".
 - c. In this policy, the terms roomer, boarder, tenant or guest do not include a "home-sharing occupant".
 12. "Hurricane occurrence" means:

A storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service, with a duration that:

 - a. Begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
 - b. Continues for the time period during which the hurricane conditions exist anywhere in Florida; and
 - c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.
 13. "Insured" means:
 - a. You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
 - b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1) 24 and your relative; or
 - (2) 21 and in your care or the care of a resident of your household who is your relative; or

c. Under Section II:

- (1)** With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in **13.a.** or **b.** "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- (2)** With respect to a "motor vehicle" to which this policy applies:
 - (a)** Persons while engaged in your employ or that of any person described in **13.a.** or **b.**; or
 - (b)** Other persons using the vehicle on an "insured location" with your consent.

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

14. "Insured location" means:

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

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

15. "Marring" means to:

- a.** Disfigure;
- b.** Deface;
- c.** Scar; or
- d.** Blemish.

16. "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.

17. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

- a.** "Bodily injury"; or
- b.** "Property damage".

Assault or battery is not an "occurrence," when committed by or at the direction of an "insured".

18. "Personal injury" means injury that arises out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e.** Oral or written publication of material that violates a person's right to privacy.

19. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

20. "Primary structural system" means an assemblage of "primary structural members".

21. "Principal building" means the unit where you reside shown as the "residence premises" in the Declarations. "Principal building" does not include any other buildings or structures at that location.
22. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
23. "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.
24. "Residence premises" means the unit where you reside shown as the "residence premises" in the Declarations.
25. "Sinkhole activity" means settlement or systematic weakening of the earth supporting the covered building. The settlement or systematic weakening must result from contemporaneous movement or raveling of soils, sediments or rock material into subterranean voids created by the effect of water on limestone or similar rock formations.
26. "Sinkhole loss" means "structural damage" to the "principal building" or foundation:
 - a. Arising out of; or
 - b. Caused by; "sinkhole activity".
27. "Spalling" means the disintegration of stone or concrete. It can be produced by a variety of mechanisms, including as a result of:
 - a. Projectile impact;
 - b. Corrosion;
 - c. Weathering;
 - d. Cavitation; or
 - e. Excessive rolling pressure (as in a ball bearing).

28. "Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:
 - a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
 - b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
 - c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
 - d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 - e. Damage occurring on or after October 15, 2005, that qualifies as substantial "structural damage" as defined in the Florida Building Code.
29. "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy as a residence.

SECTION I – PROPERTY COVERAGES

A. Coverage A – Dwelling

1. We cover:
 - a. The alterations, appliances, fixtures and improvements which are part of the building contained within the "residence premises";
 - b. Items of real property which pertain exclusively to the "residence premises";
 - c. Property which is your insurance responsibility under a corporation or association of property owners agreement; or
 - d. Structures owned solely by you, other than the "residence premises", at the location of the "residence premises".
2. We do not cover:
 - a. Land, including land on which the "residence premises", real property or structures are located;
 - b. Structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
 - c. Structures from which any "business" is conducted; or
 - d. Structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

3. Special Limits Of Liability For Cosmetic And Aesthetic Damage To Floors

The total limit of liability for Coverage A is \$10,000 per policy period for cosmetic and aesthetic damages to floors.

- a. Cosmetic or aesthetic damage includes but is not limited to:
 - (1) Chips;
 - (2) Scratches;
 - (3) Dents; or
 - (4) Any other damage;to less than 5% of the total floor surface area and does not prevent typical floor use.
- b. This limit includes the cost of tearing out and replacing any part of the building

necessary to repair the damaged flooring.

- c. This limit does not increase the Coverage A limit of liability shown in the Declarations.
- d. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described in Coverage C – Personal Property.

B. Coverage C – Personal Property

1. Covered Property

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

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

2. Limit For Property At Other Locations

a. Other Residences

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

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

b. Self-storage Facilities

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

- (1) Moved from the "residence premises" because the "residence premises" is:
 - (a) Being repaired, renovated or rebuilt; and

(b) Not fit to live in or store property in; or

(2) Usually located in an "insured's" residence, other than the "residence premises".

3. Special Limits Of Liability

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

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

b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

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

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

e. \$1,500 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.

f. \$2,500 for loss by theft of firearms and related equipment.

g. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

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

i. \$1,500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:

(1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

(2) In or upon a "motor vehicle".

j. \$1,500 on portable electronic equipment that:

(1) Reproduces, receives or transmits audio, visual or data signals;

(2) Is designed to be operated by more than one power source, one of which is a "motor vehicle's" electrical system; and

(3) Is in or upon a "motor vehicle".

k. \$250 on antennas, tapes, wires, records, disks or other media that are:

(1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and

(2) In or upon a "motor vehicle".

4. Property Not Covered

We do not cover:

a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;

b. Animals, birds or fish;

c. "Motor vehicles".

This includes a "motor vehicle's" equipment and parts. However, this Paragraph 4.c. does not apply to:

(1) Portable electronic equipment that:

(a) Reproduces, receives or transmits audio, visual or data signals; and

(b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.

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

(a) Used solely to service a residence; or

(b) Designed to assist the handicapped;

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

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

- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
 - f. "Drones", including any parts or accessories attached to the "drone";
 - g. Property of:
 - (1) A "home-sharing occupant";
 - (2) Any other person occupying the "residence premises" as a result of any "home-sharing host activities"; and
 - (3) Roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
 - h. Property in:
 - (1) A space while rented or primarily held for rental to a "home-sharing occupant"; or
 - (2) An apartment regularly rented or held for rental to others by an "insured";
 - i. Property used primarily for "home-sharing host activities";
 - j. Property rented or held for rental to others off the "residence premises";
 - k. "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;
- l. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in F.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages; or
 - m. Water or steam.

C. Coverage D – Loss Of Use

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

1. Additional Living Expense

If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover the 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 damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. Fair Rental Value

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

However, we do not cover any fair rental value arising out of or in connection with "home-sharing host activities".

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

3. Civil Authority Prohibits Use

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

4. Loss Or Expense Not Covered

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

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

D. Additional Coverages

1. Debris Removal

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

- (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

- (2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

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

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

(1) Trees you solely own felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or

(2) A neighbor's trees felled by a Peril Insured Against under Coverage C;

provided the trees damage a covered structure.

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

This coverage is additional insurance.

2. Reasonable Emergency Measures

- a. We will pay up to the greater of \$3,000 or 1% of your Coverage A limit of liability for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a Peril Insured Against.

- b. We will not pay more than the amount in a. above, unless we provide you approval within 48 hours of your request to us to exceed the limit in a. above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.

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

- c. If however, form **UPCIC 201 15** is a part of your policy and a covered loss occurs

during a "hurricane occurrence", the amount we pay under this additional coverage is not limited to the amount in a. above.

- d. A reasonable measure under this Additional Coverage may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.

- e. 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, as set forth in Section I – Condition C.

(3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded from this policy.

3. Trees, Shrubs And Other Plants

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

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

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

This coverage is additional insurance.

4. Fire Department Service Charge

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

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

5. Property Removed

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

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

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

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

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

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

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

b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
 - (a) By a resident of your household;
 - (b) By a person who has been entrusted with either type of card or access device; or
 - (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or

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

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

- (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- (2) If a suit is brought against an "insured" for liability under a.(1) or (2) above, we will provide a defense at our expense by counsel of our choice.
- (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under a.(3) above.

7. Loss Assessment

- a. We will pay up to \$2,000 per occurrence for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than:**

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

However, the maximum amount of loss assessment coverage for any one property loss, regardless of the number of assessments, shall be an amount equal to your unit-owner's loss assessment coverage limit in effect one day before the date of the occurrence. Any changes to the limits of your unit-owner's coverage for loss assessments made on or after the day before the date of the occurrence are not applicable to such loss.

A deductible amount, not to exceed the lesser of:

- (3) The deductible amount under this policy equal to that which applies to the peril of fire; or

(4) \$250;

applies to loss covered under this Additional Coverage. We will pay only that part of the total of all loss payable under this Additional Coverage that exceeds that deductible amount. However, if a deductible was or will be applied to other property loss sustained by you resulting from the same direct loss, then no deductible applies to this coverage.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph Q. Policy Period under Section I – Conditions does not apply to this coverage.

This coverage is additional insurance.

8. Collapse

- a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This Additional Coverage – Collapse does not apply to:
 - (1) A building or any part of a building that is in danger of falling down or caving in;
 - (2) A 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 plumbing system or any part of the plumbing 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 Additional 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 named under 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 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 material 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, deck, pavement;
- (2) Swimming pool, underground pipe, flue, drain, cesspool;
- (3) Foundation, retaining wall, bulkhead, pier, wharf or 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 **d.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.

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

For purposes of this Additional Coverage **8.**, a plumbing system includes a septic system.

9. Glass Or Safety Glazing Material

a. We cover:

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

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
- (2) To the "residence premises" if the building containing the "residence premises" has been "vacant" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in **a.(2)** above. A building being

constructed is not considered "vacant".

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

10. Ordinance Or Law

- a. You may use up to 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 property covered under Coverage **A** damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of property covered under Coverage **A**, when that property must be totally demolished because of damage by a Peril Insured Against to another part of that property covered under Coverage **A**; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of property covered under Coverage **A** necessary to complete the remodeling, repair or replacement of that part of the property covered under Coverage **A** damaged by a Peril Insured Against.

- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.**

c. We do not cover:

- (1) The loss in value to any property covered under Coverage **A** due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any property covered under Coverage **A**.

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

soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

11. Grave Markers

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

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

12. Catastrophic Ground Cover Collapse

"Catastrophic ground cover collapse" coverage is added for:

- a. Loss to the property described in Coverage A – Dwelling;
- b. Loss to contents described for Coverage C – Personal Property.

Section I – Exclusions, 2. Earth Movement does not apply to a "catastrophic ground cover collapse" loss.

13. "Fungi", Wet Or Dry Rot, Or Bacteria

- a. Subject to c. Each Covered Loss and d. Policy Aggregate below, we will pay for:

- (1) The total of all loss payable under Section I – Property Coverages caused by "fungi", wet or dry rot, or bacteria;
- (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I – 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, 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, 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, or bacteria.

- b. The coverage described in 13.a. only applies when such loss or costs are a result of a Peril Insured Against that

occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

c. Each Covered Loss:

\$10,000 is the most we will pay for the total of all loss or costs payable under this Additional Coverage resulting from any one covered loss.

d. Policy Aggregate

\$20,000 is the most we will pay for the total of all loss or costs payable under this Additional Coverage for all covered losses, regardless of the:

- (1) Number of locations insured; or
- (2) Number of claims made.

- e. If there is covered loss or damage to covered property not caused, in whole or in part, by "fungi", wet or dry rot, 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, or bacteria cause an increase in the loss. Any such increase in the loss 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.

14. Sinkhole Coverage

We insure for:

- a. Direct physical loss to the "principal building" covered under Section I caused by a "sinkhole loss". This includes costs incurred to:

- (1) Stabilize the portion of the land and the "principal building"; and

- (2) Repair the portion of the foundation; which are your insurance responsibility under a corporation or association of property owners agreement, in accordance with the recommendations of the professional engineer who verifies the presence of a "sinkhole loss" in compliance with Florida sinkhole testing standards and with notice to you; and

- b. Direct physical loss to other property covered under Section I caused by "sinkhole activity", other than the "principal building". However:

- (1) Coverage C; and

(2) The additional living expenses provided in Coverage D;

apply only if there is "structural damage" to the "principal building" caused by a "sinkhole loss".

- c. If the loss or damage is caused by both "catastrophic ground cover collapse" and "sinkhole loss", only one limit of insurance will apply to such loss or damage.
- d. If the loss or damage is caused in part by "sinkhole loss" and in part by Earth Movement, that is not a "sinkhole loss", our liability is limited to the amount of the covered loss caused by "sinkhole loss", subject to any applicable deductible provisions.

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

The Section I – Earth Movement Exclusion 2. does not preclude coverage for "sinkhole loss" if there is a direct physical loss to the "principal building" caused by "sinkhole loss".

SECTION I – PERILS INSURED AGAINST

We insure for direct physical loss to the property described in Coverages A and C caused by any of the following perils unless the loss is excluded in Section I – Exclusions. However, loss does not include and we will not pay for any "diminution in value".

1. Fire Or Lightning

2. Windstorm Or Hail

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

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

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

This peril does not include loss to a fence, driveway or walk caused by a vehicle owned or

operated by a resident of the "residence premises".

7. Smoke

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

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

8. Vandalism Or Malicious Mischief

This peril does not include loss to property which pertains to the "residence premises", and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief if:

- a. The "residence premises" or the building containing the "residence premises" has been "vacant" for more than 30 consecutive days immediately before the loss. A building being constructed is not considered "vacant"; or
- b. The loss arises out of or results from "home-sharing host activities".

9. Theft

- a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.
- b. This peril does not include loss caused by theft:

(1) Committed by an "insured";

(2) In or to a "residence premises" under construction, or of materials and supplies for use in the construction until the "residence premises" is finished and occupied;

(3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured";

(4) That occurs away from the "residence premises" or the location of the "residence premises" of:

(a) Trailers, semitrailers and campers;

(b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or

(c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to

attend school as long as the student has been there at any time during the 90 days immediately before the loss; or

- (5) If such loss arises out of or results from "home-sharing host activities".

10. Falling Objects

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

11. Weight Of Ice, Snow Or Sleet

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

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

12. Accidental Discharge Or Overflow Of Water Or Steam

a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

b. We also pay for the cost of tear out and repair to only that part of a building or only that part of an other structure owned solely by you which is covered under Coverage A and at the location of the "residence premises", but only when necessary to access and repair the system or appliance from which the water or steam escaped.

The cost that we will pay for tear out and repair above is only that cost necessary to access and repair only that part of the system or appliance, that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.

Such tear out and repair coverage only applies to other structures owned solely by you if the water or steam causes actual damage to a building owned solely by you at the location of the "residence premises".

In the event that additional tear out and repair are required beyond that necessary to access and repair only that part of the system or appliance that caused the covered loss, we will still only cover the cost as described above.

c. This peril does not include loss:

- (1) To or within the "residence premises", if the "residence premises" or the building containing the "residence premises" has been "vacant" for more than 30 consecutive days immediately before the loss. A building being constructed is not considered "vacant";
- (2) To the system or appliance from which the water or steam escaped;
- (3) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing;
- (4) To or within the "residence premises" caused by accidental discharge or overflow of water or steam which occurs away from the building where the "residence premises" is located; or
- (5) To a building caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure; or
- (6) 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
 - (g) Any other age or maintenance related issue;
- (7) 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

(8) Otherwise excluded or limited elsewhere in the policy.

- d. In this peril, a plumbing system or household appliance does not include a sump, sump pump, irrigation system or related equipment, or roof drain, gutter, downspout or similar fixtures or equipment.
- e. Section I – Exclusion 3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

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

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

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

14. Freezing

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

(1) Maintain heat in the building; or

(2) Shut off the water supply and drain all systems and appliances of water.

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

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

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

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

16. Volcanic Eruption

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

Under Section I – Perils Insured Against, a plumbing system includes a septic system.

SECTION I – EXCLUSIONS

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

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

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

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

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

2. Earth Movement

Earth Movement means:

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

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

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

This Exclusion 2. does not apply to "sinkhole loss" or to loss by "catastrophic ground cover collapse".

3. Water

This means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
 - (1) Backs up through sewers or drains; or
 - (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;
- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in 3.a. through 3.c. of this exclusion.

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

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

However, direct loss by fire, explosion or theft resulting from any of the above, in 3.a. through 3.d., is covered.

4. Power Failure

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

5. Neglect

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

6. War

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

- a. Undeclared war, civil war, insurrection, rebellion or revolution;

- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

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

7. Nuclear Hazard

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

8. Intentional Loss

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

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

9. Governmental Action

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

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

10. **Assignee(s) Or Third Parties**, meaning we will not be responsible for payment under Section I and II – Conditions, E. Assignment, to any assignee(s) or third parties, for payments on losses that are not covered under this policy.

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

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

This exclusion does not apply:

- a. When "fungi", wet or dry rot, or bacteria result from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under Section I – Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

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

- 13. Existing Damage**, meaning 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.

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

SECTION I – CONDITIONS

A. Insurable Interest And Limit Of Liability

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

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

B. Deductible

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

With respect to any one loss:

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

C. Duties After Loss

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

1. Give prompt notice to us or our agent;
Except for Reasonable Emergency Measures taken under Additional Coverage 2, 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. Allow us to inspect, subject to 2.a. above, all damaged property prior to its removal from the "residence premises."
3.
 - a. Notify the police in case of loss by theft;
 - b. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in D.6. Credit

Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages;

4. Protect the covered property from further damage. If emergency measures are required, the following must be performed:
 - a. Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under Additional Coverage 2.
A reasonable emergency measure under 4.a. above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect; and
 - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim;
6. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
7. As often as we reasonably require:
 - a. Show us the damaged property and the cause of loss, if reasonably possible, except as to any repairs performed under Section I – Additional Coverages, 2. Reasonable Emergency Measures;
 - b. Provide us with records and documents we request and permit us to make copies;
 - c. Any and all "insureds" must submit to recorded statements when requested by us;
 - d. In the County where the "residence premises" is located you, your agents, your representatives and any and all "insureds" must submit to examination under oath, while not in the presence of another "insured", and sign the same when requested by us;
At your or our request, the examinations will be conducted separately and not in the presence of any other persons except legal representation;
 - e. Permit us to take samples of damaged and undamaged property for inspection, testing and analysis; and

- f. Any and all "insureds" must execute all authorizations for the release of information when requested by us;
8. You must give notice of a claim, a supplemental claim, or a reopened claim for loss or damage caused by the peril of windstorm or hurricane, with us in accordance with the terms of this policy and within three years after the hurricane first made landfall or the windstorm caused the covered damage. For purposes of this Section, the term 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. This Section does not affect any applicable limitations on civil actions for claims, supplemental claims, or reopened claims timely filed under this Section.
9. 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 **C.6.** above;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - h. Evidence or affidavit that supports a claim under **D.6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages, stating the amount and cause of loss.
10. Any claim, including, but not limited to, initial, supplement and reopened claims under this policy is barred unless notice of the claim is given to us in accordance with the terms of the policy within 2 years after you knew or reasonably should have known about the "sinkhole loss".
 Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same "sinkhole loss" 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.

D. Loss Settlement

Covered property losses are settled as follows. However, the valuation of any covered property losses does not include and we will not pay any amount for "diminution in value":

1. Personal property and grave markers, including mausoleums, at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Coverage **A** – Dwelling, other than "sinkhole loss":

- a. At the actual cost to repair or replace.
- b. 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 **2.a.** above and this item **2.b.**

If a total loss of a building or structure insured under this policy occurs, the provisions of **2.b.** above do not apply and we will pay the replacement cost coverage without reservation or holdback of any depreciation in value, subject to policy limits. This does not prohibit us from exercising our right to repair damaged property in compliance with this policy and pursuant to 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 Perils Insured Against:

- (1) Vandalism;
- (2) Sprinkler leakage, when caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
- (3) Dwelling glass breakage;
- (4) Water damage;
- (5) Theft; or
- (6) Attempted theft.

Dwellings under construction are not considered "vacant".

3. In the event of a loss to the "principal building" covered under Coverage A caused by a "sinkhole loss":

a. We will pay for the loss as follows:

(1) We will pay no more than the actual cash value of the damaged property, not including underpinning or grouting or any other repair technique performed below the existing foundation of the "principal building", until you enter into a contract for the performance of building stabilization or foundation repairs, in accordance with the recommendations of the professional engineer's report and within 90 days after we notify you with confirmation of coverage for the "sinkhole loss". If either you or we invoke the neutral evaluation process, the 90-day period begins anew 10 days after that process concludes. Once you enter into such contract, we will settle the loss as described in this condition and pay the amount necessary to begin and perform such repairs as work is performed and as expenses are incurred. The stabilization and all other repairs to the "principal building" must be completed within 12 months after entering into such contract for repairs, unless:

(a) There is a mutual agreement between you and us; or

(b) The claim is:

(i) Involved in neutral evaluation; or

(ii) In litigation.

However, if the cost to repair or replace the damage is both:

(c) Less than 5% of the amount of insurance in this policy on the building; and

(d) Less than \$2,500;

we will settle the loss as noted in this condition whether or not you have entered into a contract to perform the building stabilization or foundation repairs.

(2) If we deny your claim for "sinkhole loss" without performing testing as specified under Florida law, you may demand such testing by writing to us

within 60 days after you receive our denial of the claim. You must pay the lesser of:

(a) 50% of the actual costs of the analyses and services we provide under Florida law; or

(b) \$2,500.

However, if the professional engineer or geologist selected or approved by us provides written certification of a "sinkhole loss", we will reimburse you for the costs.

(3) If we:

(a) Receive written certification that there is no "sinkhole loss" or that the cause of damage was not "sinkhole activity" and determine that you submitted a claim for "sinkhole loss" without good faith grounds; and

(b) You requested the testing, analysis and services we provided as specified under Florida law after we informed you in writing of your potential liability for reimbursement and gave you the opportunity to withdraw the claim;

you must reimburse us for the lesser of:

(c) 50% of the actual costs of the analyses and services we provided as specified under Florida law; or

(d) \$2,500

(4) If the professional engineer selected or approved by us verifies a "sinkhole loss" but, before repairs have begun or expenses have been incurred, determines that the recommended repairs cannot be completed within the policy limits, we must either:

(a) Complete the recommended repairs; or

(b) Pay the policy limits.

(5) If the repairs have begun and the professional engineer selected or approved by us determines that the recommended repairs cannot be completed within the policy limits, we must either:

(a) Complete the recommended repairs; or

- (b) Pay the policy limits without reduction for the repair expenses incurred.
- b. As a precondition to accepting payment for a "sinkhole loss", you must, at your own expense, file with the county clerk of the court a copy of any sinkhole report regarding the insured property that was:
 - (1) Prepared on your behalf; or
 - (2) Requested by you.
- c. You may not accept a rebate from any person performing repairs for "sinkhole loss" covered under this endorsement. If you receive a rebate, no coverage is provided under this endorsement and you must refund the amount of the rebate to us.

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

E. Loss To A Pair Or Set

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

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

F. Mediation Or Appraisal

With respect to other than "sinkhole loss", if there is a dispute regarding a claim under this policy, you or we may:

- 1. Demand a mediation of the loss in accordance with the rules established by the Department of Financial Services. 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. The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and, you have not rescinded the settlement within 3 business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to

appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference. However, if we fail to appear at a mediation conference, we will pay your actual cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

If we fail to agree on the amount of loss, you or we may:

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

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If, however, we demanded the mediation 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.

G. Neutral Evaluation

With respect to a loss to property caused by the peril of "sinkhole loss":

If there is coverage under the Policy and the claim was submitted within 2 years after you knew or reasonably should have known about the "sinkhole loss", following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for stabilizing the land and building and foundation repairs, or if we deny your claim, either party may file a request with the Florida Department of Financial Services (the Department) for neutral evaluation in accordance with the rules established by the Department. In this event, you and we shall mutually select a neutral evaluator from a list maintained by the

Department. If you and we fail to agree on a neutral evaluator within 14 business days, the Department shall appoint a neutral evaluator. The neutral evaluator shall make reasonable efforts to hold the neutral evaluation conference within 90 days after the receipt of the request by the Department. The neutral evaluator must be allowed reasonable access to the property being evaluated. Before the evaluator's physical inspection of the property, he or she must be provided with any reports initiated by you or your agent confirming a "sinkhole loss" or disputing another sinkhole report. The recommendation of the neutral evaluator will not be binding on you or us.

H. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by other insurance or a service agreement covering the same property, this insurance will be excess over the amount recoverable under such other insurance or service agreement.

However, if a loss covered by this policy is covered by other insurance covering the same property and such other insurance is excess insurance over the amount recoverable under any other policy covering the same property, 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 such insurance covering the loss.

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

I. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within 5 years after the date of loss.
2. With respect to a loss to property caused by the peril of "sinkhole loss", the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or 5 years, whichever is later.

J. Our Option

At our option, in lieu of issuing any loss payment, if we choose to exercise our option:

1. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.

2. For losses covered under Coverage **A** – Dwelling, insured for Replacement Cost Loss Settlement as outlined in Section **I** – Conditions, **D. Loss Settlement**, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
3. We will provide written notice to you no later than 30 days after our inspection of the reported loss.
4. You must comply with the duties described in Section **I** – Conditions, **C. Duties After Loss** Paragraphs **7.** and **8.**
5. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
6. You must execute all work authorizations to allow contractors and related parties entry to the property.
7. You must otherwise cooperate with repairs to the property.
8. You are responsible for payment of the deductible stated in your Declaration page.
9. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract.

K. 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 upon the earliest of the following:

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. Under Florida Statutes we are required to pay or deny an initial, reopened, or supplemental property insurance claim or portion of a claim, within 90 days of notice of such claim unless there are reasonable circumstances which prevent us from so doing.

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

L. Abandonment Of Property

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

M. Mortgage Clause

1. If a mortgagee is named in this policy, any loss payable under Coverage A will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.Paragraphs F. Mediation or Appraisal, H. Suit Against Us and J. Loss Payment under Section I – Conditions also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
6. We provide coverage to no mortgagee or its representative under this policy if, whether before or after a loss, a mortgagee or its representative has:
 - a. Intentionally concealed or misrepresented any material fact or circumstance;

- b. Engaged in fraudulent conduct; or
- c. Made material false statements; relating to this insurance.

N. 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.

O. Nuclear Hazard Clause

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

P. 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.

Q. Volcanic Eruption Period

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

R. Policy Period

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

S. Concealment Or Fraud

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

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

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

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

T. Loss Payable Clause

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

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

U. Adjustment To Property Coverage Limits.

If your policy is a renewal with us, the limit of liability for Coverage A 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. That the amounts of coverage are adequate to repair or rebuild any specific building or structure.

SECTION II – LIABILITY COVERAGES

A. Coverage E – Personal Liability

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

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

B. Coverage F – Medical Payments To Others

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

1. To a person on the "insured location" with the permission of an "insured"; or

2. To a person off the "insured location", if the "bodily injury":

- a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
- b. Is caused by the activities of an "insured";
- c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured".

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

- a. Is registered for use on public roads or property;
- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
- c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:

- a. In dead storage on an "insured location";
- b. Used solely to service a residence;
- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
- d. Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" provided the "occurrence" takes place:
 - (a) On an "insured location" as defined in Definition B. 14.a., b., d., e. or h.; or

(b) Off an "insured location" and the "motor vehicle" is:

- (i) Designed as a toy vehicle for use by children under seven years of age;
- (ii) Powered by one or more batteries; and
- (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

2.d.(1) above does not apply to a motorized golf cart.

e. A motorized golf cart designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

- (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
- (c) Play the game of golf or for other recreational or leisure activity allowed by the facility;
- (d) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
- (e) Cross public roads at designated points to access other parts of the golfing facility.

B. "Watercraft Liability"

1. Coverages E and F do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

- a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
- b. Rented to others;
- c. Used to carry persons or cargo for a charge; or
- d. Used for any "business" purpose.

2. If Exclusion B.1. does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:

- a. Is stored;
- b. Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or

(2) 26 feet or more in overall length and not owned by or rented to an "insured"; or

c. Is not a sailing vessel and is powered by:

(1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:

- (a) 50 horsepower or less and not owned by an "insured"; or
- (b) More than 50 horsepower and not owned by or rented to an "insured"; or

(2) One or more outboard engines or motors with:

- (a) 25 total horsepower or less; or
- (b) More than 25 horsepower if the outboard engine or motor is not owned by or rented to an "insured".

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

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

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

Coverages E and F do not apply to the following:

1. Expected Or Intended Injury

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

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

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

2. "Business"

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

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

- b. With respect to other than "home-sharing host activities", this Exclusion **E.2.** does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. Professional Services

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

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

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

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

5. War

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

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

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

6. Communicable Disease

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

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

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

8. Controlled Substance

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

9. Animals

"Bodily injury" or "property damage" caused directly or indirectly by animals owned by or in the care, custody or control of an "insured";

10. Unusual Or Excessive Liability

"Bodily injury" or "property damage" caused directly or indirectly by the ownership, maintenance or use of any of the following:

- a. Trampolines;
- b. Skate board ramps;
- c. Swimming pool slides;
- d. Swimming pool diving boards;
- e. Unprotected swimming pools; or
- f. Unprotected spas;

Such loss is excluded whether the injury occurs on the "residence premises" or at any other location.

In this exclusion, **E.10.**, unprotected is defined as failing to meet the barrier standards set forth in Florida's Residential Swimming Pool Safety Act;

11. Pollution Or Contaminants

"Bodily injury" or "property damage" arising:

- a. Out of the ingestion of paint that has lead in it;
- b. Out of the ingestion of paint with lead compounds in it;
- c. Out of the inhalation of paint that has lead in it;

- d. Out of the inhalation of paint that has lead compounds in it;
- e. From radon, or any other substance that emits radiation;
- f. In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:
 - (1) Vapors or fumes;
 - (2) Gas or oil;
 - (3) Toxic chemicals, liquid or gas;
 - (4) Waste materials; and
 - (5) Irritants, contaminants or pollutants;

12. Criminal Activity

"Bodily injury" or "property damage" arising out of criminal activity, meaning any and all criminal acts performed by any "insured" regardless of whether the consequences of those acts were intended or anticipated;

13. Assault Or Battery

"Bodily injury" or "property damage" arising out of assault or battery, by or at the direction of an "insured";

14. "Personal Injury"

This policy does not cover "personal injury"; or

15. "Drone Liability"

"Bodily injury" or "property damage" caused by or arising out of the ownership, use, or supervision of use, of a "drone" whether or not the "bodily injury" or "property damage" damage occurs on the "residence premises" or elsewhere.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability", **E.4.** "Insured's" Premises Not An "Insured Location" and **E.15.** "Drone Liability" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

F. Coverage E – Personal Liability

Coverage E does not apply to:

1. Liability:

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

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

- (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
- (2) Where the liability of others is assumed by you prior to an "occurrence";

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

- 2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
- 3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
- 4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
- 5. "Bodily injury" or "property damage" for which an "insured" under this policy:
 - a. Is also an "insured" under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;
 or any of their successors; or
 - b. Would be an "insured" under such a policy but for the exhaustion of its limit of liability; or
- 6. "Bodily injury" to you or an "insured" as defined under Definition **13.a.** or **b.**
This exclusion also applies to any claim made or suit brought against you or an "insured" to:
 - a. Repay; or

- b. Share damages with;
another person who may be obligated to pay damages because of "bodily injury" to an "insured".

G. Coverage F – Medical Payments To Others

Coverage F does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":
 - a. Occurs off the "insured location"; and
 - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
3. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;
 all whether controlled or uncontrolled or however caused; or
 - d. Any consequence of any of these; or
4. To:
 - a. A "home-sharing occupant"; or
 - b. Any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

SECTION II – ADDITIONAL COVERAGES

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

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and

4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

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

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft, "drones" or "motor vehicles".

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

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

D. Loss Assessment

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

SECTION II – CONDITIONS

A. Limit Of Liability

1. Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E Limit Of Liability shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

2. Vicarious Parental Liability Sublimit

Subject to Paragraph 1. above, our total liability under Coverage E for damages for which an "insured" is legally liable because of statutorily imposed vicarious parental liability not otherwise excluded, is \$10,000. This sublimit is within, but does not increase the Coverage E limit of liability.

3. "Fungi", Wet Or Dry Rot, Or Bacteria Sublimit

Subject to Paragraph 1. above, our total liability under Coverage E for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than \$50,000. This is the most we will pay regardless of the:

- a. Number of locations insured under this policy;
- b. Number of persons insured;
- c. Number of persons whose property is damaged;
- d. Number of "insureds"; or
- e. Number of "occurrences" or claims-made.

This sublimit is within, but does not increase, the Coverage E limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

4. The limit of liability in 1. above and sublimits in 2. and 3. above apply regardless of the number of "insureds", claims made or persons injured.

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

B. Severability Of Insurance

This insurance applies separately to each "insured", except with respect to damages arising out of "fungi", wet or dry rot, or bacteria and the "Fungi", Wet or Dry Rot, or Bacteria Sublimit as described in Section II – Conditions, A.3. above. This condition will not increase our limit of liability for any one "occurrence".

C. Duties After "Occurrence"

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

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to **C. Damage To Property Of Others under Section II – Additional Coverages**, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

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

1. The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.

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

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

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

F. Suit Against Us

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

G. Bankruptcy Of An "Insured"

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

H. Other Insurance

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

I. Policy Period

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

J. Concealment Or Fraud

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

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

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

SECTIONS I AND II – CONDITIONS

A. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we

implement the change in your state, provided that this implementation date falls within 60 days prior to, or during the policy period stated in the Declarations.

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

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

B. Waiver Or Change Of Policy Provisions

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

C. Cancellation

1. You may cancel this policy at any time, for any reason, by giving us advance written notice of the future cancellation effective date.
2. When this policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
3. We may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

However, when a (mortgage company) lender is responsible for paying the premium through an escrow account and the premium payment is not more than 90 days overdue we will reinstate the insurance policy, retroactive to the date of cancellation. The lender shall reimburse the "insured" for any penalty or fees we imposed upon you for purposes of reinstating the policy.

- b. When this policy has been in effect for 90 days or less, 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;
- (2) On the basis of a single claim on a property insurance policy which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (3) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured".

Except as provided in Item C.2. or C.3.a. above, we will let you know of our action at least 20 days before the date cancellation takes effect.

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

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

- (6) On the basis of a single claim which is the result of water damage if we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

However, we may not cancel based on credit information available in public records after a policy has been in effect for more than 90 days; or based on the lawful use, possession or ownership of a firearm or ammunition by an "insured" or household member of an "insured".

Except as provided in Item C.3.a. above, we will let you know at least 120 days before the cancellation takes effect. Proof of mailing will be sufficient proof of notice.

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

D. Nonrenewal

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

- 1. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- 2. On the basis of filing claims for sinkhole loss. However, we may elect not to renew the policy if:
 - a. The total of such payments equals or exceeds the policy limits of coverage for property damage to the covered building, for the policy in effect on the date of loss, as set forth in the Declarations; or
 - b. You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
- 3. On the basis of a single claim on a property insurance policy which is the result of water damage, unless we can demonstrate that the

"insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;

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

We shall provide the first named "insured" a written nonrenewal notice, together with the specific reasons for nonrenewal, at least 120 days before the date nonrenewal takes effect. Proof of mailing will be sufficient proof of notice.

E. Assignment

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

F. Our Right To Recover Payment

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

G. Death

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

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

- b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

H. 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.

I. Advance Notice

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

UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY

OUTLINE OF YOUR HOMEOWNERS POLICY

This outline is being provided to help you understand your Homeowners Policy. It highlights the major coverages, exclusions, limitations and deductibles of your policy and provides information on discounts, surcharges, cancellations and nonrenewals. However, this is just a guide and not a legal contract.

Please read your Homeowners policy carefully for complete descriptions and details. The following outline is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract which is the subject of this outline.

Any endorsement including changes in types of coverage, coverage limits, exclusions, deductibles, renewal or cancellation provisions, surcharges, credits, or any other changes will be sent separately.

SECTION I - PROPERTY COVERAGE

Coverage A – Dwelling

Provides coverage for your residence premises and protects your dwelling and any structures attached to your dwelling, against covered loss. It also protects against covered loss to building materials located on your residence premises which are being used in connection with your residence premises.

Coverage B – Other Structures

Protects against covered loss to structures on your residence premises, that are not used for business purposes and not physically attached to the dwelling.

Coverage C – Personal Property

Protects against covered loss to your personal property such as clothing and furniture. Special limits apply to some types of personal property including but not limited to: money, securities, watercraft, theft of jewelry, firearms and silverware.

Coverages vary per policy form. Please review your policy for a complete list of items that have special limits or are excluded.

Coverage D – Loss Of Use

Protects against loss resulting from any additional living expenses you incur while you are temporarily unable to live at your home because of a covered loss. Payment would include such items as temporary lodging and increased costs for food.

PERILS INSURED AGAINST

When applicable, this policy insures, under Coverage **A, B and C**, against sudden and accidental direct physical losses caused by: Fire or Lightning, Windstorm or Hail, Explosion, Riot or Civil Commotion, Aircraft, Vehicles, Smoke, Vandalism or Malicious Mischief, Theft, Falling Objects, Accidental Discharge or Overflow of Water from Plumbing, Heating, Air Conditioning or Household Appliance, and Freezing of Plumbing or Household Appliances.

Coverages vary per policy form. Please review your policy for a complete list of Perils Insured Against.

PROPERTY EXCLUSIONS

When applicable, this policy does not provide protection under Coverages **A, B and C**, for losses resulting in any manner from: Earth Movement (other than a covered Sinkhole loss), Flood, Off Premises Power Failure, Neglect, War or Nuclear Hazard, and Intentional or Criminal Acts.

Exclusions vary per policy form. Please review your policy for a complete list of Exclusions.

SECTION II - LIABILITY COVERAGE

Coverage E - Personal Liability

Generally, provides coverages for "Bodily Injury" or "Property Damage" that you or a person insured under your policy are legally obligated to pay. The "Bodily Injury" or "Property Damage" must arise from an occurrence covered under Section II of your policy.

Please review your policy for complete list of exclusions.

Coverage F - Medical Payments To Others

Generally, provides coverages for reasonable and necessary medical expenses if a guest is injured on your premises or off the insured premises under certain circumstances. The "Bodily Injury" must arise from an occurrence covered under Section II of your policy with limited exceptions.

Please review your policy for complete list of exclusions.

Note: Coverage **E - Personal Liability** and Coverage **F - Medical Payments To Others** do not apply to "Bodily Injury" or "Property Damage" arising out of the ingestion or inhalation of lead in any form or substance. Radon and pollutants are also excluded.

UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY

OUTLINE OF YOUR HOMEOWNERS POLICY

NONRENEWAL AND CANCELLATION PROVISIONS

All cancellations are granted a pro-rata return of premium. Pro-rata means no penalty for early cancellation.

Your Right To Cancel

You may cancel the policy at any time, for any reason, by giving us advance written notice of the future cancellation effective date.

Our Right to Cancel

When your policy has been in effect for 90 days or less and the insurance is cancelled for other than nonpayment of premium, we may cancel for any valid reason by giving you at least 20 days advance written notice.

Where there has been a material misstatement or misrepresentation we may cancel immediately.

If your policy has been in effect over 90 days, or if your policy is a renewal with us, we may cancel your policy for only a limited number of reasons by giving you at least 120 days advance written notice. Reasons that allow for cancellation include but are not limited to material misstatement or substantial change of risk.

If the cancellation is due to nonpayment of premium, we will give you at least 10 days advance written notice.

Nonrenewal

If we do not intend to renew your policy we will mail written notice to you at least 120 days before the expiration date of the policy.

If we offer to renew your policy, the renewal premium payment must be received no later than the renewal date or all coverage will cease.

PREMIUM CREDITS

The following are brief descriptions of the premium credits that may be available on your Homeowners policy. In most cases, your policy and accompanying endorsements will show which of these credits, if any, apply to your policy.

Protective Devices

If your home has a central station burglar alarm, central station fire alarm, or automatic fire sprinkler system, you may be eligible for premium credits.

Deductible Credits

A hurricane deductible of 2% and a standard deductible of \$1,000 apply to your policy, however if your policy excludes wind the hurricane deductible does not apply. In the event of a claim, the total of all loss payable must exceed this amount before this policy pays.

Deductible options greater than the standard deductibles may be available at a premium credit. Deductibles less than the standard deductibles may be available which will result in a premium increase.

Windstorm Protective Device

This credit is available for homes equipped with qualifying storm opening protection or other protective devices.

Building Code Compliance

This credit is available on homes built in compliance with accepted national building codes designed to lessen the effect of losses resulting from windstorms and hurricanes.

Superior Construction

This credit is available on certain homes of fire resistive or wind resistive construction.

Please contact your Agent for further information regarding the above credits.

THIS OUTLINE IS FOR INFORMATIONAL PURPOSES ONLY. READ YOUR POLICY CAREFULLY. YOUR AGENT WILL ASSIST YOU WITH ANY QUESTIONS ABOUT YOUR POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT

A. Eligible Property

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
 - a. Coverage **C**; and
 - b. If covered in this policy:
 - (1) Awnings, outdoor antennas and outdoor equipment; and
 - (2) Carpeting and household appliances; whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
 - a. Jewelry;
 - b. Furs and garments:
 - (1) Trimmed with fur; or
 - (2) Consisting principally of fur;
 - c. Cameras, projection machines, films and related articles of equipment;
 - d. Musical equipment and related articles of equipment;
 - e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
 - (1) Pens or pencils;
 - (2) Flasks;
 - (3) Smoking implements; or
 - (4) Jewelry; and
 - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

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

B. Ineligible Property

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

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

C. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in **A.** above. However, the valuation of any covered property losses does not include, and we will not pay any amount for "diminution in value".

We will pay no more than the least of the following amounts:

1. Replacement cost at the time of loss without deduction for depreciation;
2. The full cost of repair at the time of loss;
3. The limit of liability that applies to Coverage **C**, if applicable;
4. Any applicable special limits of liability stated in this policy; or
5. For loss to any item described in **A.2.a. - f.** above, the limit of liability that applies to the item.

We will do the above whether or not the insured replaces the property.

All other provisions of this policy apply.

NOTICE OF PRIVACY POLICY

Federal and state law requires us to tell you how we collect, share, and protect your personal information.

FACTS	WHAT DOES UNIVERSAL INSURANCE HOLDINGS, INC. DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Applicable law gives consumers the right to limit some but not all sharing. Applicable law also requires us to tell you how we collect, share, and protect your personal information. This notice applies to current and former customers. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Information you provide on your application for insurance coverage, such as your name, address, telephone number, and date of birth • Information gathered from you as our insured, your payment history, type of coverage you have, underwriting information, and claims information • Insurance claim history • Bank account information • Mortgage information • Information from your visits to our websites		
How?	All financial companies need to share customers' personal information to run their everyday business. We use your personal information only as authorized or required by law and as necessary to provide our products and services to you. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons we choose to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Do we share?	Can you limit this sharing?
For our everyday business purposes-We share with non affiliates to assist us to process your transactions, underwrite and/or rate your policy, service your policy, administer claims, respond to court orders and legal investigations, and as permitted by applicable law.		Yes	No
For our marketing purposes-to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes-information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes-information about your creditworthiness		No	We do not share
For non affiliates to market to you		No	We do not share
From time to time, we may also share your information with your prior consent			
Questions?		Call (800) 425-9113	

Who we are	
Who is providing this notice?	Universal Insurance Holdings, Inc. on behalf of itself and our affiliates listed in this notice.
What we do	
How do we protect your personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with applicable law. These measures include computer safeguards and secured files and buildings. Our employees are authorized to access information only for valid business reasons. Our vendors must agree in writing to maintain the confidentiality of non public personal information. When applicable, we do not share medical information unless authorized by you or as allowed or required by law.
How do we collect your personal information?	We collect your personal information, for example, when: • you apply for insurance • we process your application • you pay insurance premiums • you give us your contact information • you give information to your agent or property inspector • we obtain information from third party vendors such as claims reporting services, and when applicable, consumer reporting agencies • you file an insurance claim (or if a claim is made against you) • you show us your government-issued ID or driver's license • you visit our website if you voluntarily provide the information We also collect information from other companies, such as your loss history.
Why can't I limit all sharing?	Applicable law recognizes that sharing some information is necessary and appropriate for us to carry out our business and evaluate, maintain, and service your customer relationship with us.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. This notice applies to our affiliates listed below: - Universal Property & Casualty Insurance Company - American Platinum Property and Casualty Insurance Company - Evolution Risk Advisors, Inc. - Atlas Premium Finance Company - Alder Adjusting - Wicklow Inspection Corporation - Clovered, Inc. - Blue Atlantic Reinsurance Corporation - Assurance Systems, Inc. - Coastal Homeowners Insurance Specialists, Inc.

Non affiliates	Companies not related by common ownership or control. They can be financial or nonfinancial companies. Non affiliates we share with can include: • Independent insurance agents and agencies • Independent adjusters or claims representatives • Inspection companies • Auditors • Insurance support organizations • Attorneys, courts, and government agencies • Electronic payment processing vendors
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Other important information	
If you have questions about what information we may have on file and/or our privacy policy, or to request a paper copy of this notice please contact us: Underwriting Department 1110 W Commercial Blvd. Fort Lauderdale, FL 33309 (800) 425-9113	

DEDUCTIBLE OPTIONS NOTICE

Universal Property & Casualty Insurance Company (UPCIC) offers base deductibles of \$1,000 for All Other Perils and 2% of either the:

- A.** Coverage **A** limit for **HO3** and **HO8** Homeowners policies; or
- B.** Coverage **C** limit for **HO4** Renters and **HO6** Condominium Unit Owners policies

for Hurricanes.

If your policy does not exclude coverage for the perils of windstorm or hail, there are various combinations of All Other Peril and Hurricane deductibles available to you.

Your current selected deductibles will continue unless you elect to make a change. Not all deductible options may be available due to the policy's dwelling or personal property coverage amount.

UPCIC offers the opportunity for you to:

- A.** Buy lower deductibles for an additional premium; or
- B.** Select higher deductibles for a premium credit.

All Other Peril deductible options are:

- A.** \$500;
- B.** \$1,000; or
- C.** \$2,500 (this option is not available for **HO4** policies).

Hurricane deductible options for **HO3**, **HO6**, and **HO8** Homeowners policies are:

- A.** \$500;
- B.** 2% of the Coverage **A** limit (2% of the Coverage **C** limit for **HO6** policies);
- C.** 5% of the Coverage **A** limit (5% of the Coverage **C** limit for **HO6** policies); or
- D.** 10% of the Coverage **A** limit (10% of the Coverage **C** limit for **HO6** policies).

Hurricane deductible options for **HO4** Renters are:

- A.** \$500; or
- B.** 2% of the Coverage **C** limit.

If you have had a hurricane loss under this policy during the calendar year, a lower selected Hurricane deductible will not take effect until January 1 of the following calendar year.

If you select either a 5% or 10% Hurricane deductible, we recommend you check with your mortgage company to ensure compliance with the terms of your mortgage obligations.

Please contact your agent if you have questions or to change your deductible.

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

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

- A.** "Business", as defined in the policy, means:
1. A trade, profession or occupation engaged in on a full-time, part-time, or occasional basis;
 2. "Home-sharing host activities"; or
 3. Any other activity engaged in for money or other compensation, except the following:
 - a. One or more activities:
 - (1) Not described in **b.** through **d.** below; and
 - (2) For which no "insured" receives more than \$2000 in total compensation for the 12 months before the beginning of the policy period;
 - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d. The rendering of home day care services to a relative of an "insured".
- B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
1. That an "insured" engages in for money or other compensation; and
 2. From which an "insured" receives more than \$2,000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;
- the home day care service and other activity will be considered a "business".
- D.** With respect to **C.** above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
1. Described in **A.3.** above, and
 2. Engaged in for money by a single "insured"; may be considered a "business" if the \$2000 threshold is exceeded.
- E.** With respect to **A.** through **D.** above, coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this policy:
1. Does not provide:
 - a. Section II coverages. This is because a "business" of an "insured" is excluded under **E.2.** of Section II – Exclusions;
 - b. Coverage, under Section I, for other structures from which any "business" is conducted; and
 2. Limits Section I coverage, under Coverage **C** – Special Limits of Liability, for "business" property:
 - a. On the "residence premises" for the home day care "business" to \$2,500. This is because Category **h.** (e. in Form **UPCIC HO8 15**) imposes that limit on "business" property on the "residence premises";
 - b. Away from the "residence premises" for the home day care "business" to \$1,500. This is because Category **i.** (f. in Form **UPCIC HO8 15**) imposes that limit on "business" property away from the "residence premises". Category **i.** does not apply to property described in Categories **j.** and **k.** (g. and h. respectively in Form **UPCIC HO8 15**).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALENDAR YEAR HURRICANE DEDUCTIBLE WITH SUPPLEMENTAL REPORTING REQUIREMENT – FLORIDA

WARNING: IF THIS POLICY PROVIDES AN INFLATION GUARD OPTION, THE ACTUAL CALENDAR YEAR HURRICANE DEDUCTIBLE AMOUNT AT THE TIME OF LOSS MAY BE HIGHER THAN THE DOLLAR AMOUNT SHOWN IN THE DECLARATIONS.

A. Loss By Windstorm During A Hurricane

With respect to Paragraphs **B.** and **C.** below, coverage for loss caused by the peril of windstorm during a hurricane which occurs anywhere in the state of Florida includes loss to:

1. The inside of a building; or
2. The property contained in a building caused by:
 - a. Rain;
 - b. Snow;
 - c. Sleet;
 - d. Hail;
 - e. Sand; or
 - f. Dust;

if the direct force of the windstorm damages the building, causing an opening in a roof or wall and the rain, snow, sleet, hail, sand or dust enters through this opening.

B. Calendar Year Hurricane Deductible Described

1. A hurricane deductible issued by us or another insurer in our insurer group:
 - a. Can be exhausted only once during each calendar year; and
 - b. Applies to loss to covered property caused by one or more hurricanes during each calendar year.
2. If a percentage amount:
 - a. For Forms **UPCIC HO3 15** and **UPCIC HO8 15**, the dollar amount of the calendar year hurricane deductible is determined by multiplying the Coverage **A** Limit Of Liability shown in the Declarations by the deductible percentage amount shown in the Declarations.

- b. For Forms **UPCIC HO4 15** and **UPCIC HO6 15**, the dollar amount of the calendar year hurricane deductible is determined by multiplying the Coverage **C** Limit Of Liability shown in the Declarations by the deductible percentage amount shown in the Declarations.

3. If a fixed dollar amount, the calendar year hurricane deductible will be that amount shown in the Declarations.

A minimum deductible of \$500 applies.

C. Application Of Calendar Year Hurricane Deductible

1. In the event of the first windstorm loss caused by a single "hurricane occurrence" during a calendar year, we will pay only that part of the total of all loss payable under Section I – Property Coverages that exceeds the calendar year hurricane percentage or fixed dollar deductible stated in the Declarations.
2. With respect to a windstorm loss caused by the second, and each subsequent, "hurricane occurrence" during the same calendar year, we will pay only that part of the total of all loss payable under Section I – Property Coverages that exceeds the greater of:
 - a. The remaining dollar amount of the calendar year hurricane deductible; or
 - b. The deductible that applies to fire that is in effect at the time of the loss.
3. With respect to any one loss caused by a "hurricane occurrence", if:
 - a. Covered property is insured under more than one policy issued by:
 - (1) Us; or

(2) Another insurer in our insurer group;
and

- b. At the time of loss, different hurricane deductibles apply to the same property under such policies;

then the hurricane deductible applicable under all such policies, used to determine the total of all loss payable under Section I – Property Coverages, shall be the highest amount stated in any one of the policies.

4. When a renewal policy is issued by us or an insurer in our insurer group, or we issue a policy that replaces one issued by us or an insurer in our insurer group, and the renewal or replacement policy takes effect on a date other than January 1 of a calendar year, the following provisions apply:

a. If:

(1) The renewal or replacement policy provides a lower hurricane deductible than the prior policy; and

(2) You incurred loss from a hurricane under the prior policy in that same calendar year;

the lower hurricane deductible will not take effect until January 1 of the following calendar year.

b. If:

(1) The renewal or replacement policy provides a lower hurricane deductible than the prior policy; and

(2) You have not incurred a hurricane loss in that same calendar year;

the lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.

- c. If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:

(1) Will take effect on the effective date of the renewal or replacement policy; and

(2) Shall be used to calculate the remaining dollar amount of the hurricane deductible.

5. We require that you promptly report any windstorm loss caused by a "hurricane occurrence" that is below the hurricane deductible so that we may consider the amount of such loss when adjusting claims for subsequent "hurricane occurrences" that occur during the calendar year.

D. Loss By Windstorm That Is Not A Declared Hurricane

Refer to the policy Declarations for the deductible that applies to windstorm loss if the circumstances of the loss described above do not apply.

All other provisions of this policy apply.

CREDIT REPORT DISCLOSURE NOTICE

This is to notify you that, while the Universal Property & Casualty Insurance Company (the Company) does not use credit reports or a credit scoring system in initial underwriting, a credit report may be ordered to verify representations made by the applicant, insured, or resident. The following applies in the event the Company obtains a credit report:

1. The Company's use of credit reports is limited to verification of information provided by the applicant, insured or resident. The Company does not use credit information in policy rating and therefore no use of credit scores will apply to any separately identified component of premium attributable to hurricane risk.
2. The Company will not request a credit report based upon the race, color, religion, marital status, age, gender, income, national origin, or place of residence of the applicant, insured, or resident.
3. The Company will obtain credit reports only from nationally recognized consumer credit reporting agencies (Equifax, Transunion, etc.) or their successors.
4. The Company will not make an adverse decision based in whole or in part on the absence of a credit history or insufficient credit history, collection accounts with a medical industry code (if identified in the credit report), place of residence, or any other circumstance set forth in a rule promulgated by the Florida Financial Services Commission.
5. The Company will comply with the requirements of the Fair Credit Reporting Act and applicable state law relating to the use of credit reports.

