

DWELLING PROPERTY 2 – WIND ONLY FORM

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DWELLING PROPERTY 2 – WIND ONLY FORM

AGREEMENT

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

DEFINITIONS

- A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
1. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, toxins, spores, scents or by-products produced or released by fungi.
 2. "Personal watercraft" means:
 - a. A watercraft that the rider sits, kneels or stands on rather than inside of, designed to carry one to four people, propelled by a water jet pump; or
 - b. A watercraft designed to be partially or fully submersible.
 3. "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy as a residence.

DEDUCTIBLE

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

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

COVERAGES

This insurance applies to the Described Location shown in the Declarations as "Location of Residence Premises", Coverages for which a Limit of Liability is shown and the Peril Insured Against for which a Premium is stated.

A. Coverage A – Dwelling

1. We cover:

- a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
- b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
- c. If not otherwise covered in this Policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

2. We do not cover:

- a. Awnings;
- b. Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:
 - (1) Aluminum;
 - (2) One or more fiberglass panels;
 - (3) Plastic;
 - (4) Vinyl;
 - (5) Fabric; or
 - (6) Screening;
- c. Bridges, boardwalks, trestles, catwalks, dune walks, roadways, driveways, courts, pads, or paved or graveled surfaces attached to the dwelling.

However, we do cover decks, walkways and patios attached to the dwelling which are designed to provide egress to the dwelling;
- d. Land, including land on which the dwelling is located;
- e. Plumbing, water or lift pumps in the open.

However, we do cover plumbing, water or lift pumps permanently installed, located on the Described Location and designed to service the dwelling;
- f. Radio and television transmitting or receiving antennas and aerials, satellite dishes, including their lead-in wiring, masts or towers and supports.

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

- g.** Ramps, unless attached to the dwelling and designed to provide egress for the handicapped;
- h.** Signs, steeples and utility poles, including their light fixtures.

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

- i.** Any structure, whether attached or separate from the covered dwelling, that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material;
- j.** Any attachment on the covered dwelling comprised of thatch, grass, palm, lattice, slats, or similar material;
- k.** Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather; or
- l.** Windmills, wind pumps, silos and smokestacks.

B. Coverage B – Other Structures

- 1.** We cover other structures on the Described Location, set apart from the dwelling by clear space.

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

- 2.** We do not cover:

- a.** Amusement equipment in the open;
- b.** Awnings;
- c.** Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which that have a roof or covering of:
 - (1)** Aluminum;
 - (2)** One or more fiberglass panels;
 - (3)** Plastic;
 - (4)** Vinyl;
 - (5)** Fabric; or
 - (6)** Screening;

- d.** Bridges, boardwalks, trestles, catwalks, dune walks, roadways, driveways, courts, pads, or paved or graveled surfaces not attached to the dwelling;
- e.** Decks, walkways and patios not attached to the dwelling;
- f.** Fountains, statuary and monuments;
- g.** Gravemarkers, including mausoleums.
- h.** Land, including land on which the other structures are located;
- i.** Lawn sprinkling systems;
- j.** Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- k.** Other structures from which any business is conducted;
- l.** Other structures used in whole or in part for commercial, manufacturing or farming purposes.

However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling provided that such 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; or

- m.** Pilings, piers, boathouses, beach or diving platforms, seawalls, retaining walls, bulkheads, docks and wharves;
- n.** Plumbing, water or lift pumps in the open.
However, we do cover plumbing, water or lift pumps permanently installed, located on the Described Location and designed to service the dwelling;
- o.** Property located in whole or in part over water;
- p.** Radio and television transmitting or receiving antennas and aerials, satellite dishes, including their lead-in wiring, masts or towers and supports.

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

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

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

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

- s. Any structure or attachment that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material;
- t. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather;
- u. Fabric windscreens on fences;
- v. Trees, shrubs, flowers, lawns, crops and other plants; or
- w. Windmills, wind pumps, silos and smokestacks.

C. Coverage C – Personal Property

1. Covered Property

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

After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

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

2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, letters of credit, manuscripts, medals, money, notes, bank notes, passports, personal records, securities, tickets, stamps, trading cards, comic books, scrip, stored value cards and smart cards;
- b. Jewelry, watches, furs, precious and semi-precious stones, firearms, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewter, pewterware, platinum, platinumware and platinum-plated ware.
This includes flatware, hollowware, tea sets, trays, and trophies made of or including silver, gold or pewter;
- c. Animals, birds or fish;
- d. Awnings;

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

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

- f. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- g. Motor vehicles or all other motorized land conveyances.

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles and all other motorized land conveyances, and its accessories.

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

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

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

- (a) Located on the Described Location and used solely to service the Described Location;
- (b) A motorized golf cart located on the Described Location or while being operated to or from, or on the premises of a golf course; or
- (c) Designed to assist the handicapped;

The coverage described in g.(2) above does not apply to land conveyances, including but not limited to, all-terrain vehicles, utility terrain vehicles, mopeds, scooters not designed to assist the handicapped, motorcycles, and motorized bicycles, whether subject to motor vehicle registration or not.

- h. Watercraft of all types or “personal watercraft”, other than rowboats and canoes;

- i. Data, including data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment;

We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;
- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
- k. Water or steam;
 - l. Gravemarkers, including mausoleums; or
- m. Property located in whole or in part over water.

3. Property Removed To A Newly Acquired Principal Residence

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

D. Coverage D – Fair Rental Value

- 1. If a loss to covered property described in Coverage **A, B** or **C** by a Peril Insured Against under this Policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.
- 2. Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.
- 3. Payment will be limited to 24 consecutive months from the date of the covered loss.
- 4. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this Policy, we cover the Fair Rental Value loss for no more than two weeks.

- 5. The periods of time referenced above are not limited by the expiration of this Policy.
- 6. We do not cover loss or expense due to cancellation of a lease or agreement.

E. Coverage E – Additional Living Expense

- 1. If a loss to covered property described in Coverage **A, B** or **C** by a Peril Insured Against under this Policy makes the Described Location unfit for its normal use, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.
- 2. Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
- 3. Payment will be limited to 24 consecutive months from the date of the covered loss.
- 4. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this Policy, we cover the Additional Living Expense loss for no more than two weeks.
- 5. The periods of time referenced above are not limited by the expiration of this Policy.
- 6. We do not cover loss or expense due to cancellation of a lease or agreement.

F. Other Coverages

1. Debris Removal

We will pay the reasonable expense you incur for the removal of:

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

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

2. Improvements, Alterations And Additions

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

This coverage is additional insurance.

3. World-Wide Coverage

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

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

4. Rental Value And Additional Living Expense

You may use up to 10% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage D and additional living expense as described in Coverage E.

This coverage is additional insurance.

5. Reasonable Repairs

a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.

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

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Condition D.2.

6. 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.

7. Fire Department Service Charge

a. We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

b. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

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

8. Glass Or Safety Glazing Material

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- (2) The 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.(2) above; or
- (2) On the Described Location if the dwelling has been "vacant" for more than 60 consecutive days immediately before the loss.

A dwelling being constructed is not considered "vacant".

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

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

9. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria

a. We will pay up to \$10,000 for:

- (1) The total of all loss payable under Coverages caused by "fungi", wet or dry rot, yeast or bacteria;
- (2) The cost to remove "fungi", wet or dry rot, yeast or bacteria from property covered under Coverages;
- (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, yeast or bacteria; and
- (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, yeast or bacteria whether performed prior to, during or after removal, repair, restoration or replacement.

The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, yeast or bacteria.

- b. The coverage described in a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time a Peril Insured Against occurred.
- c. \$10,000 is the most we will pay for the total of all loss or costs payable, including Coverage D or Coverage E under this Other Coverage regardless of the:
 - (1) Number of locations insured; or
 - (2) Number of occurrences or claims made; or
 - (3) Number of insureds.
- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, yeast or bacteria, loss payment will not be limited by the terms of this Other Coverage, except to the extent that "fungi", wet or dry rot, yeast or bacteria causes an increase in the loss or any Coverage D or Coverage E.

Any such increase in the loss or Coverage D or Coverage E will be subject to the terms of this Other Coverage.

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

PERIL INSURED AGAINST

- 1. We insure for direct physical loss to the property covered caused only by the peril of windstorm or hail, unless the loss is excluded in General Exclusions.
- 2. With respect to paragraph 1. above, coverage for loss caused by a Peril Insured Against includes loss to:
 - a. Rowboats and canoes and their trailers, furnishings, and equipment, only while inside a fully enclosed building.
 - b. The inside of a building; or the property we cover contained in a building caused by:
 - (1) Rain;
 - (2) Snow;

- (3) Sleet;
- (4) Hail;
- (5) Sand; or
- (6) Dust;

if the direct force of the windstorm or hail first damages the building, causing an opening through which the rain, snow, sleet, hail, sand or dust enters and causes damage.

GENERAL 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.
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to:
 - (1) Test for;
 - (2) Monitor;
 - (3) Clean up;
 - (4) Remove;
 - (5) Contain;
 - (6) Treat;
 - (7) Detoxify;
 - (8) Neutralize; or
 - (9) In any way respond to, or assess the effects of:

Pollutants.

- d. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including:
 - (1) Smoke;
 - (2) Vapor;
 - (3) Soot;
 - (4) Fumes;
 - (5) Acids;
 - (6) Alkalis;
 - (7) Chemicals; and

(8) Waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

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

2. Earth Movement And Settlement

Earth Movement and Settlement means:

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

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

3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, wave wash, overflow of any body of water or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:
 - (1) Backs up or overflows through sewers or drains;
 - (2) Backs up, overflows or is otherwise discharged from a septic system or drain field, or related equipment or similar systems; or
 - (3) Overflows, backs up or is otherwise discharged from:
 - (i) A sump, sump pump, irrigation system, or related equipment; or
 - (ii) A roof drain, gutter, down spout, or similar fixtures or equipment;
- 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, sewage or any other substance carried or otherwise moved by any of the water referred to in 3.a. through 3.c. of this Exclusion.

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

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

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the Described Location.

But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss.

5. Neglect

Neglect means your or any other insured's neglect to use all reasonable means to save and preserve property at and after the time of a loss.

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;
- c. Destruction or 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 the Nuclear Hazard Clause of the Conditions.

8. Intentional Loss

- a. Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.
- b. In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

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

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

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

This Exclusion **10.** does not apply to the extent coverage is provided for in **F.9.** "Fungi", Wet Or Dry Rot, Yeast Or Bacteria Other Coverage with respect to loss caused by a Peril Insured Against.

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

11. Wear, Tear, Marring, Chipping, Scratches, Dents And Deterioration

This Policy does not include loss caused by wear, tear, marring, chipping, scratches, dents or deterioration.

12. Inherent Vice, Latent Defect And Mechanical Breakdown

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

13. Existing Damage

Existing Damage means:

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

The Exclusion **13.** does not apply in event of a total loss.

14. Exterior Paint Or Waterproofing

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

15. Coastal Construction Control Line Exclusion

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

CONDITIONS

A. Policy Period

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

B. 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. For an amount greater than the interest of a person insured under this Policy at the time of loss; or
2. For more than the applicable limit of liability.

C. Concealment Or Fraud

We provide coverage to no persons insured under this Policy if, whether before or after a loss, one or more persons insured under this Policy have:

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

D. Duties After Loss

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

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

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

5. As often as we reasonably require:
 - a. Show the damaged property;

- b. Provide us with records and documents we request and permit us to make copies;
 - c. You or any insured under this Policy must:
 - (1) Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and
 - (2) Sign the same;
 - d. If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:
 - (1) Submit to examinations under oath and recorded statements, while not in the presence of any other insured; and
 - (2) Sign the same;
 - e. Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this Policy other than an insured in **c.** or **d.** above; must:
 - (1) Submit to examinations under oath and recorded statements, while not in the presence of any insured; and
 - (2) Sign the same;
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
- a. The time and cause of loss;
 - b. Your interest and that of all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the Policy;
 - e. Specifications of damaged buildings and detailed repair estimates;
 - f. The inventory of damaged personal property described in **D.4.**;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.
7. A claim, supplemental claim, or reopened claim for loss or damage caused by the peril of windstorm or hurricane is barred unless notice of the claim, supplemental claim, or reopened claim is given to us in accordance with the terms of the Policy within 3 years after the date the hurricane first made landfall in Florida or the windstorm caused the covered damage.

A supplemental claim or reopened claim means any additional claim for recovery from us for losses from the same hurricane or windstorm which we have previously adjusted pursuant to the initial claim.

E. Loss Settlement

In this Condition **E.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law.

Covered property losses are settled as follows:

1. Property of the following types:
 - a. Personal property;
 - b. Carpeting, household appliances and outdoor equipment, whether or not attached to buildings; and
 - c. Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:
 - a. If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (1) The limit of liability under this policy that applies to the building;
 - (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
 - (3) The necessary amount to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in **(2)** above is limited to the cost which would have been incurred if the building had been built at the original premises.
 - b. If, at the time of loss, the amount of insurance in this Policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this Policy that applies to the building:

- (1) The actual cash value of that part of the building damaged; or
 - (2) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this Policy on the damaged building bears to 80% of the replacement cost of the building.
- c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
- (1) Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
 - (2) Those supports in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement;
 - (3) Underground flues, pipes, wiring and drains; and
 - (4) Structures and other property excluded or not covered elsewhere in your Policy.
- d. 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.** and **2.b.** above.

If a total loss of the dwelling occurs, the provisions of **2.d.** above do not apply and we will pay the replacement cost coverage without reservation or holdback of any depreciation in value, pursuant to Section 627.702, Florida Statutes.

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

F. 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.

G. Mediation or Appraisal

1. Mediation.

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

- a. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request.
- b. The settlement in the course of the mediation is binding only if:
 - (1) Both parties agree, in writing, on a settlement; and
 - (2) You have not rescinded the settlement within 3 business days after reaching settlement.
- c. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
- d. We will pay the cost of conducting any mediation conference except when you fail to appear at a conference.

That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference.
- e. However, if we fail to appear at a mediation conference without good cause, we will pay:
 - (1) The actual cash expenses you incurred while attending the conference; and
 - (2) Also pay the mediator's fee for the rescheduled conference.

2. Appraisal.

If you and we fail to agree on the amount of loss, either party may request an appraisal of the loss. However, both parties must agree to the appraisal. In this event, each party will choose a competent and disinterested appraiser within twenty (20) days after the receipt of a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within fifteen (15) days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location 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

H. Other Insurance And Service Agreement

If property covered by this Policy is also covered by:

1. Other insurance, we will pay only the proportion of a loss caused by a peril insured against under this Policy that the limit of liability applying under this Policy bears to the total amount of insurance covering the property; or
2. A service agreement, this insurance is excess over any amounts recoverable under any such agreement.

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

I. Subrogation

1. You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
2. If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.

J. Suit Against Us

No action can be brought against us unless:

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

K. Our Option

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

1. We may, at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.
2. If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

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

Loss will be payable:

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

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

M. Abandonment Of Property

We need not accept any property abandoned by you.

N. Mortgage Clause

The word "mortgagee" includes trustee and lienholder.

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

If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgagees.

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

- a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware.

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

- b. Pays any premium due under this Policy on demand if you have neglected to pay the premium; and

- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Paragraphs G. Mediation Or Appraisal, J. Suit Against Us and L. Loss Payment 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.

O. 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.

P. Cancellation

- 1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- 2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, by letting the first named insured know in writing of the date cancellation takes effect.

This cancellation notice will be delivered to the first named insured or mailed to the first named insured at the mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel during this period by letting the first named insured know at least 10 days before the date cancellation takes effect.
- b. If:
 - (1) There has been a material misstatement or fraud related to the claim;

- (2) We determine that an insured has unreasonably caused a delay in the repair of the dwelling or other structure; or

- (3) We have paid policy limits; we may cancel during this period by letting the first named insured know at least 45 days before the date cancellation takes effect.

- c. We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision (P.2.c.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

3. If the conditions described in Paragraph P.2. do not apply, we may cancel only for the following reasons:

- a. When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been:

- (1) A material misstatement or misrepresentation; or
- (2) Failure to comply with underwriting requirements;

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

A written cancellation notice, together with the specific reason(s) for cancellation, will be delivered to the first named insured, or mailed to the first named insured at the mailing address shown in the Declarations.

- (1) When you have not paid the premium, we may cancel at any time by letting the first named insured know at least 10 days before the date cancellation takes effect.

- (2) When this Policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:

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

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

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

- (3) When this Policy has been in effect for more than 90 days, we may cancel:
 - (a) If there has been a material misstatement;
 - (b) If the risk has changed substantially since the Policy was issued;
 - (c) In the event of a failure to comply, within 90 days after the date of effectuation of coverage, with underwriting requirements established by us before the date of effectuation of coverage;
 - (d) If the cancellation is for all insureds under policies of this type for a given class of insureds;
 - (e) 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
 - (f) 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.
- (4) When this Policy has been in effect for more than 90 days, we may not cancel:
 - (a) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or household member of an insured; or

- (b) On the basis of credit information available in public records.

- (5) If any of the reasons listed in Paragraphs **P.3.b.(3)(a)** through **(f)** apply, we will give at least 120 days written notice to the first named insured before the date cancellation takes effect.

- 4. If the date of cancellation becomes effective during a "hurricane occurrence":
 - a. The date of cancellation will not become effective until the end of the "hurricane occurrence"; and
 - b. We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.

However, this provision (**P.4.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

- 5. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 6. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days, either after the date cancellation takes effect, or after our receipt of your request to cancel the Policy, whichever is later.

Proof of mailing will be sufficient proof of notice.

Q. Nonrenewal

- 1. We may elect not to renew this Policy. We may do so by delivering to the first named insured, or mailing to the first named insured, at the mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal.

If we nonrenew a policy pursuant to **1.a.** or **1.c.(1)** below, we will also notify any additional named insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

a. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, then, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, we may elect not to renew this Policy only if:

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

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

b. We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision **(Q.1.b.)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

c. For all nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy

2. We will not nonrenew this Policy:

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- b. On the basis of a single claim which is a result of water damage, unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- c. On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household; or
- d. On the basis of credit information available in public records.

3. If the date of nonrenewal becomes effective during a "hurricane occurrence":

- a. The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and
- b. We shall be entitled to collect additional premium for the period the Policy remains in effect.

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

R. Renewal Notification

If we elect to renew this Policy, we will let the first named insured 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 the first named insured or mailed to the first named insured at the mailing address shown in the Declarations at least 45 days before the expiration date of this Policy.

S. Liberalization Clause

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

T. Waiver Or Change Of Policy Provisions

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

U. Assignment

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

V. Death

If you die, we insure:

1. Your legal representatives but only with respect to the property of the deceased covered under the Policy at the time of death;
2. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

W. Nuclear Hazard Clause

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

X. Recovered Property

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

Y. Adjustment To Property Coverage Limits

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

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

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

Z. Salvage

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

AA. Inspections and Surveys

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

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

 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

BB. Notification Regarding Access

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

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