

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT,  
IN AND FOR CHARLOTTE COUNTY, FLORIDA**

**THE ESTATE OF RANDALL LEE TAYLOR  
by and through its personal representative  
MARCIA TAYLOR,  
Plaintiff,**

**Case No.: 20000393CA**

vs.

**FLORIDA FARM BUREAU CASUALTY  
INSURANCE COMPANY,  
Defendant.**

**PLAINTIFF'S RESPONSE TO DEFENDANT'S  
MOTION FOR SUMMARY JUDGEMENT AND MEMORANDUM OF LAW**

COMES NOW, Plaintiff, The Estate of Randall Lee Taylor, by and through its personal representative Marcia Taylor ("Plaintiff"), and files this Response to Defendant's Motion for Summary Judgment and Memorandum at Law.

**INTRODUCTION**

In response to Florida Farm Bureau Casualty Insurance Company's ("Defendant") Introduction paragraph contained in its Motion for Summary Judgment ("Motion"), Plaintiff submits that this Court may decide, as a matter of law that coverage is provided under the Policy and that the Plaintiff has standing to bring this suit. However, Plaintiff anticipates that Defendant will argue outside of the issues presented in its Motion for Summary Judgment and that issues of material fact may still need to be determined following the hearing on this Motion. In any event, Defendant's Motion is insufficient as a matter of law and accordingly, should be denied.

**UNDISPUTED FACTS**

1. Defendant issued a homeowners' policy with policy number 8571100 ("Policy") which provided coverage for the subject property located at 25460 State Road 70 East, Myakka

City, FL 34251 (“Property”).

2. On or about November 12, 2018, Mr. Randy Taylor, an owner the of the Property, died.

3. On or about November 22, 2018, Mrs. Marcia Taylor, personal representative of Plaintiff, and wife of Mr. Taylor, found Mr. Taylor deceased at the Property.

4. Thereafter, Mrs. Taylor contracted with Accident Cleaners & Restoration, LLC (“Accident Cleaners”), through an assignment of benefits (“AOB”), to perform mitigation services at the Property.

5. Accident Cleaners was paid in full for the services it performed.

6. Accident Cleaners executed an Affidavit stating, after it was paid in full, “Accident Cleaners relinquished and rescinded any rights it had under the aforementioned assignment of benefits and or the [Policy]. (Please see Affidavit attached as Exhibit “A”)

5. Biosweep performed mitigation services at the Property.

6. Mrs. Taylor testified that Biosweep was paid in full for the services it performed. (Please see Mrs. Taylor’s testimony on pgs. 30-31 lines 25-1 in the deposition Defendant previously filed with the Court)

6. RJM inspected the Property and prepared a damage estimate for the rebuild of damaged areas of the Property.

7. On or about December 4, 2018, Defendant opened a claim relative to damages complained of at the Property and assigned claim number 09P00845069.

8. On or about January 8, 2019, Defendant sent Mrs. Taylor a denial letter of the claim asserting that “loss due to pollutants is not covered on [the Policy]” and citing the Pollution Exclusion in the Policy. (Please see Exhibit “B”)

9. On or about January 10, 2019, Defendant sent Mrs. Taylor a denial letter of the claim asserting that she “was not an insured under the policy....” (Please see Exhibit “C”)

10. The Policy provides the following Additional Coverages:

13. “Fungi”, Wet Or Dry Rot, Or Bacteria

(Policy at Form FHO 04 32 04 02; Exhibit “D”)

11. On or about May 11, 2020, Plaintiff filed its Complaint against Florida Farm Bureau Casualty Insurance Company for Breach of Contract and Declaratory Relief.

12. The issue before the Court is whether the Defendant’s cited Policy Exclusion precludes all damages claimed under the Policy.

### **MATERIAL DISPUTED OR MISSING FACTS**

13. Defendant fails to identify the specific substances found in the Property that it alleges are “pollutants” under the Policy and are the basis for excluding coverage of the claim.

14. While Plaintiff submits that human remains do not come within the policy definition of pollution as a matter of law, at the very least the Pollution Exclusion’s definition is ambiguous and raises disputed material facts requiring extrinsic evidence.

### **MEMORANDUM OF LAW**

#### **I. SUMMARY JUDGEMENT STANDARD**

It is axiomatic that on a motion for summary judgment, the Court must resolve all doubts regarding existence of issues against the movant and all favorable issues reasonably justified from the record are to be liberally construed in favor of the party opposing the motion. Davis v. 7-11 Food Stores, Inc., 294 So. 2d 111 (Fla. 1st DCA 1974) Summary judgment cannot be granted where there remains any genuine issue of material fact left unresolved. Century 21, Inc. v. Novak, 339 So. 2d 677 (Fla. 3rd DCA 1976) A case should be taken from the jury only where there is no

evidence upon which reasonable men could disagree and where it is clear as a matter of law one party must prevail. Echols v. The Hammet Co., Inc., 423 So. 2d 923 (Fla. 4th DCA 1982) A court may not resolve questions of fact, resolve conflicts in testimony or evidence, or enter judgment on disputed inferences drawn from the evidence. Burroughs Corp. v. American Druggist's Insurance Co., 450 So. 2d 540 (Fla. 2nd DCA 1984) It is especially important to note the well-settled principle that on a motion for summary judgment, the trial court may not try or weigh facts. Jones v. Stoutenburgh, 91 So. 2d 299, 302 (Fla.1956); Booth v. Mary Carter Paint Co., 182 So. 2d at 292 (Fla. 2nd DCA 1966) If there is any doubt as to the existence or non-existence of a genuine issue of a material fact, then such doubt must be resolved against the movant. Manning v. Clark, 71 So. 2d 508 (Fla.1954) This is so because the burden is upon the movant to establish the proposition that no genuine issue on a material fact exists. Booth, 182 So. 2d at 297 Furthermore, where conflicting inferences may reasonably be adduced from the evidence, even where the evidence itself is not in conflict, the motion for summary judgment should be denied. Id.

## **II. COVERAGE FOR THE CLAIM UNDER THE POLICY**

The Policy provides coverage for the claim brought by Plaintiff.

### **a. The Policy's Insuring Language:**

#### SECTION I – PROPERTY COVERAGES

##### Coverage A – Dwelling

We cover:

1. The dwelling on the “residence premises” shown in the Declarations, including structures attached to the dwelling...

(Form FHO 00 03 04 91 pg. 2 of 20; Exhibit “D”)

#### SECTION I - PERILS INSURED AGAINST

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

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

(Form FHO 00 03 04 91 pg. 7 of 20; Exhibit “D”)

**b. Pollution Exclusion – The Sole Cited Exclusion for Denying Coverage**

**1. The Policy Language**

We do not insure, however for loss:

2. Caused by:

e. Any of the following:

(5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

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;

Please see the Policy at Form FHO 00 03 04 91 pg. 8 of 20; Exhibit “D”)

**2. The Exclusion is Ambiguous and Should not be Applied to this Claim**

**i. Insurance Contract Interpretation**

“The interpretation of an insurance contract is a question of law.” Kattoum v. N.H. Indem. Co., 968 So.2d 602, 604 (Fla. 2d DCA 2007). It is undisputed that Florida law governs the interpretation of the insurance policies at issue here. “Florida law provides that insurance contracts are construed in accordance with the plain language of the policies as bargained for by the parties.” Auto-Owners Ins. Co. v. Anderson, 756 So.2d 29, 34 (Fla.2000). “The scope and extent of insurance coverage is determined by the language and terms of the policy.” Bethel v. Sec. Nat’l Ins. Co., 949 So.2d 219, 222 (Fla. 3d DCA 2006). The burden rests on the insurer to show that exclusions in a policy apply. *See, e.g.*, U.S. Concrete Pipe Co. v. Bould, 437 So.2d 1061, 1065 (Fla.1983).

Where language in a policy is plain and unambiguous, there is no special construction or interpretation required, and the plain language in the contract is to be given the meaning which it clearly expresses. Jefferson Ins. Co. of N.Y. v. Sea World of Fla., Inc., 586 So.2d 95, 97 (Fla. 5th DCA 1991); U.S. Liab. Ins. Co. v. Bove, 347 So.2d 678, 680 (Fla. 3d DCA 1977). The fact that the policy does not provide definitions of certain terms does not automatically render the terms ambiguous. Jefferson Ins. Co., 586 So.2d at 97

(citing Travelers Ins. Co. v. C.J. Gayfer's & Co., Inc., 366 So.2d 1199, 1201 (Fla. 1st DCA 1979)).

On the other hand, “[i]f the relevant policy language is susceptible to more than one reasonable interpretation, one providing coverage and the [other] limiting coverage, the insurance policy is considered ambiguous.” Auto-Owners, 756 So.2d at 34. “Ambiguous policy provisions are interpreted liberally in favor of the insured and strictly against the drafter who prepared the policy.” Id. “Likewise, ambiguous insurance policy exclusions are construed against the drafter and in favor of the insured.” Id. “[E]xclusionary clauses are construed even more strictly against the insurer than coverage clauses.” Id. (citations omitted). “[I]n construing insurance policies, courts should read each policy as a whole, endeavoring to give every provision its full meaning and operative effect” Id.; *see also* § 627.419(1), Fla. Stat. (“Every insurance contract shall be construed according to the entirety of its terms and conditions...”). “[A]ny apparent inconsistency should be reconciled if possible.” Fla. Farm Bureau Ins. Co. v. Birge, 659 So.2d 310, 312 (Fla. 2d DCA 1994).

Westport Ins. Corp. v. VN Hotel Group, LLC, 761 F.Supp.2d 1337 (2010)

If an insurer does not define a policy term, “the insurer cannot take the position that there should be a ‘narrow, restrictive interpretation of the coverage provided.’ ” State Farm Fire & Cas. Co. v. CTC Dev. Corp., 720 So.2d 1072, 1076 (Fla.1998) (quoting State Comprehensive Health Ass’n v. Carmichael, 706 So.2d 319, 320 (Fla. 4th DCA 1997))...

If more than one interpretation could be given to the policy provision, an ambiguity results. State Farm Fire & Cas. Co. v. Metro. Dade Cnty., 639 So.2d 63, 65 (Fla. 3d DCA 1994) (citing Ellsworth v. Ins. Co. of N. Am., 508 So.2d 395, 400 (Fla. 1st DCA 1987)). The Florida Supreme Court explained ambiguity:

“If the relevant policy language is susceptible to more than one reasonable interpretation, one providing coverage and another limiting coverage, the insurance policy is considered ambiguous.” ...

Penzer v Transp. Ins. Co., 29 So.3d at 1005 (quoting Garcia v. Fed. Ins. Co., 969 So.2d 288, 291 (Fla.2007)) (alterations and emphasis in original).

Harrington v. Citizens Property Ins. Corp., 54 So.3d 999, 1002 (2010)

Insurance policy terms must be given their every day meaning and should be read with regards to ordinary people's skill and experience. Watson v. Prudential Prop. & Cas. Ins. Co., 696 So.2d 394, 396 (Fla. 3d DCA 1997) (citing Lindheimer v. St. Paul Fire & Marine Ins. Co., 643 So.2d 636, 638 (Fla. 3d DCA 1994)). Florida courts will often use legal and non-legal dictionaries to ascertain the plain meaning of words that appear in insurance policies. Id. (citing Brill v. Indianapolis Life Ins. Co., 784 F.2d 1511, 1513 (11th Cir.1986)).

Harrington at 1003.

**ii. Ambiguity of the Exclusion When the Facts are Applied to the Policy's Language**

Here, Defendant is asking this Court to enter an Order finding that Mr. Randell Lee Taylor's remains are pollutants. Despite an exhaustive search of both Florida state court and federal court cases, the undersigned could not find a case where a court opined that a person's body or his or her postmortem remains were determined to be pollutants. On its face, the term pollutant means: "(1) something that pollutes. (2) any substance, as certain chemicals or waste products, that renders the air, soil, water or other natural resource harmful or unsuitable for a specific purpose." Dictionary.com/browse/pollutant. An ordinary reasonable person would likely not consider his or her body or remains to be a pollutant and Defendant has not offered any cases or evidence to demonstrate otherwise. "[P]olicy terms 'should be given their plain and unambiguous meaning as understood by the 'man-on-the-street.'" Harrington at 1001, *citing* Sate Farm Fire & Cas. Co. v. Castillo, 829 So. 2d 242, 244 (Fla. 3d DCA 2002). Nicholson v. Allstate Ins. Co., 979 F. Supp. 2d 1054 (E.D. Cal. 2013) addresses the application of a homeowner's policy's pollution exclusion to a decaying carcass. There, the court stated that the carrier failed to show that the standard pollution exclusion in the homeowner's policy would be understood by a reasonable policyholder to apply to decaying bat carcasses. Further,

The court found that an expansive interpretation of these clauses

may lead to an unreasonable interpretation. “Without some limiting principle, the pollution exclusion clause would extend far beyond its intended scope and lead to some absurd results.” Id. at 650, 3 Cal.Rptr.3d 228, 73 P.3d 1205 (quoting Pipefitters Welfare Educ. Fund v. Westchester Fire Ins. Co., 976 F.2d 1037, 1043 (7th Cir.1992)). For example, the court found that a reasonable policy holder would not understand such a clause to exclude any irritant, but instead would interpret the policy to exclude irritants commonly thought of as pollution. Id. at 652–53, 3 Cal.Rptr.3d 228, 73 P.3d 1205.

Id. at 1065. Based on the foregoing, this Court should find that Mr. Taylor would likely not have considered his body or remains to be a pollutant when contracting with Defendant for the Policy and the Policy Exclusion that Defendant is relying on to deny coverage for the removal of Mr. Taylor is ambiguous.

As Defendant has not been able to support its position with any court opinions stating that the Pollution Exclusion specifically excludes damage caused by a deceased person’s body, it turns its focus to the Policy’s definition of Pollutant and attempts to relate the terms therein to a limited number of cases that have narrow application. The Policy states:

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;

(Policy at Form FHO 00 03 04 91 pg. 8 of 20; Exhibit “D”)

While cleaning up a body may be distasteful, human remains are not reasonably thought of as an irritant or contaminant as described in the Pollution Exclusion. A reasonable reading of the Pollution Exclusion by an ordinary lay person would be to eliminate coverage typically for inorganic substances such as those expressly enumerated in the Policy definition; ie. solid, liquid gaseous or thermal irritants or contaminants, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. (see generally Westport) Indeed, these expressly enumerated items are those

that an ordinary lay person would reasonably associate with the Policy term “Pollutants.” On the other hand, an ordinary lay person would not reasonably associate organic substances such as human remains with the term “Pollutants.” Hence, if the Defendant truly intended human remains to be included, it should have expressly enumerated the same in the Policy definition. Defendant did not because it had no such intent, and it would be unreasonable to imply otherwise. In sum, while bodily remains need to be cleaned up, they are not reasonably considered by the ordinary lay person as “Pollutants” including irritants, contaminants or waste, nor as materials to be recycled, reconditioned or reclaimed. Therefore, human remains are not “Pollutants” as defined by the Policy and are not precluded under the Pollution Exclusion.

#### **A. Distinguishing Defendant’s Case Law**

Defendant cites two Florida federal court cases in failed efforts to demonstrate that the word contaminant, contained in the definition of Pollution, was satisfied here and that coverage should be excluded. The first case is Chestnut Assoc., Inc. v. Assurance Co. of America, 17 F.Supp.3d 1203 (M.D. FL 2014). Chestnut is a case arising out of a cause of action for intentional infliction of emotional distress. Defendant cites the following:

Defendant argues that the Jansens alleged damages that were caused by the contamination of their swimming pool by a “pollutant,” the pool service technician’s ejaculate. Courts have held that, under Florida law, natural bodily substances *can be* “pollutants” where they satisfy the definition of an insurance policy.

(*emphasis added*) Id. at 1214. Without any further analysis of the term contaminant or pollutant, the court held, “to the extent the Jansens allege damage to their property in the underlying complaint, the damage alleged is within the pollution exclusion.” Id. Shepardizing this case, the only case to cite Chestnut relative to the holding on pollution is Evanston Ins. Co. v. Haven South Beach, LLC, 152 F.Supp 1370 (S.D. Fla. 2015). The court, in a string citation, stated, “Chestnut

... (bodily fluid a pollutant under facts of case).” Id. at 1375 This citation suggests that the courts are limiting this conclusory finding to the facts of Chestnut and not postulating as dicta the position that bodily fluid is generally deemed a pollutant. Further, ejaculate has not been claimed as one of the pollutants in this case and, thus Chestnut is inapplicable.

The second case Defendant cites to suggest that the word contaminant, contained in the definition of Pollution, was satisfied here and that coverage should be excluded is Nova Cas. Co. v. Wasserstein, 424 F.Supp.2d 1325 (S.D. Fla. 2006). There, the plaintiffs alleged that the defendant negligently exposed them to “harmful chemicals and living organisms,” “hazardous particles and chemicals,” “hazardous particles and chemical toxicants,” “dangerous chemicals, particulates and micro populations,” “indoor allergens,” and “airborne and microbial contaminants.” The court held that “living organisms,” “microbial populations,” “microbial contaminants,” and “indoor allergens” fit the definition of contaminant under the pollution exclusion and denied coverage. Importantly, Nova did not involve a deceased’s body or any type of bodily fluid. Furthermore, in the more recent case of Westport Ins. Corp. v. VN Hotel Group, LLC, 761 F.Supp.2d 1337 (M.D. Fla. 2010), the court specifically rejected the Nova court’s holding stating:

The Policy does not explicitly define “contaminant, but the words modifying “contaminant” and the stated examples of “pollutants” unambiguously show that Legionella bacteria are not “pollutants.” ... Unlike Legionella bacteria, all of the enumerated examples of “pollutants” are non-living and readily described as either “solid, liquid, gaseous or thermal irritants or contaminants.” Although Legionella bacteria may be contaminants in the abstract,<sup>3</sup> they are living organisms and not readily classified as “solid, liquid, gaseous, or thermal” substances, which are the only contaminants defined as “pollutants” under the Pollution Exclusion. *See Keggi v. Northbrook Prop. & Cas. Ins. Co.*, 199 Ariz. 43, 13 P.3d 785, 789 (Ariz.Ct.App.2000) (reasoning that the breadth of the terms “contaminant” and “irritant” prompted modifiers such as “solid,” “liquid,” and “gaseous” and noting that water- borne bacteria defy description as solid, liquid, gaseous, or thermal irritants or contaminants). The distinction between Legionella bacteria and “pollutants” is confirmed by the existence of separate exclusions for pollution and for bacteria. *See Excelsior Ins. Co. v. Pomona Park Bar & Package Store*, 369 So.2d 938, 941 (Fla.1979) (“Every provision in a contract should be given meaning and

effect and apparent inconsistencies reconciled if possible.”).

While a district court in Southern District of Florida in Nova ..., found living organisms, microbial populations, microbial contaminants, and indoor allergens to be “pollutants” as defined here because those substances were solids and had a contaminating effect, this Court respectfully disagrees with that conclusion. Even if living organisms are properly classified as “solids,” the explication of “pollutants” in [Nova] would permit any living organism with a contaminating effect—including bacteria, insects, rodents, and the like—to be “pollutants” triggering the Pollution Exclusion. The broad realm of “pollutants” under [Nova] is too far afield from the enumerated examples of “pollutants”—smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste—to support adoption of [Nova]’s reasoning. (Policy at 15); *see* § 627.419(1), Fla. Stat. (“Every insurance contract shall be construed according to the entirety of its terms and conditions....”). Accordingly, Legionella bacteria are not “pollutants,” and the Pollution Exclusion is inapplicable.

Id. at 1343-44 Based on the foregoing, this Court should find that Nova is inapplicable to the facts presented in this case. Additionally, bacteria is not excluded under the Pollution Exclusion.

In a further effort to persuade this Court that Mr. Randell Lee Taylor’s remains are pollutants, the Defendant cites two out of state court cases in failed efforts to demonstrate that the word contaminant, contained in the definition of Pollution, was satisfied here and that coverage should be excluded. The first case is an unreported opinion from the United States District Court, N.D. Illinois, Eastern Division, J.L. French Automotive Castings, Inc. v. Factory Mut. Ins. Co., 2003 WL 21730127 (USDC N.D. Ill.2003). In J.L. French, an automotive factory worker was fatally crushed in a die press. The opinion states that, following the accident, there was a presence of body parts in the die lubricant. The machine was down for an extended period of time while an OSHA mandated cleaning process was undertaken. J.L. French filed a lawsuit to collect damages. At issue was the defendant’s commercial property insurance policy. Therein the policy excluded coverage for “contamination, including but not limited to the presence of pollution or hazardous material.” Id. at 1. The defendant argued that the presence of body parts inside the die lubricant equated to contamination of the lubricant and excluded coverage under the policy. The court ruled

in the defendant's favor and held that the lubricant was contaminated. This case is distinguishable from the instant case as the incident in J.L. French occurred in Illinois, and the court had to interpret the insurance policy under a different set of laws. Further, the exclusion at issue was a "contamination" exclusion wherein the word contaminate was broadly defined by the policy and not, as here a more narrowly defined Pollution Exclusion. Moreover, the holding in J.L. French, is not applicable to the instant case. The court held that the presence of human remains in the die lubricant rendered the lubricant unfit for its regular function and therefore the lubricant was contaminated for purposes of applying the facts to the policy. Importantly, the court did not find that human remains are generally deemed a contaminate. The issue of contamination was limited to the lubricant being contaminated, no other part of the die press that came in contact with the human remains were identified as being contaminated.

The second out of state case Defendant cites to suggest that the word contaminant, contained in the definition of Pollution, was satisfied here and that coverage should be excluded is Certain Underwriters at Lloyds of London v. Creagh, 563 Fed. Appx. 209, 2014 WL 1408868 (USCA 3d Cir. 2014). This case was not selected for publication in the Federal Reporter. As stated by Defendant, the case arises out of a decomposing body that leaked fluids and caused damage to a neighboring apartment unit. Again, this case is distinguishable from the instant case. In addition to the incident in Creagh having occurred in Pennsylvania, and the court interpreting the insurance policy under a different set of laws, the policy at issue there was a commercial policy which contains different exclusions than the one at issue in the instant case. In Creagh, the court ultimately held that a microorganism exclusion applied as "the fluids that escaped from the decedent's body and contaminated the premises contained bacteria, which is a microorganism." Id. at 1. Additionally, the court held that a "seepage" exclusion precluded coverage for the claim.

The instant case is easily distinguishable from the foregoing case, as the Policy does not contain a “microorganism exclusion.” In fact, the Policy contains additional coverage for bacteria. Further, the Policy does not contain a “seepage exclusion”. Finally, while the policy in Creagh contained a “pollution exclusion”, the court did not address it. Certain Underwriters at Lloyds of London v. Creagh, 2013 WL 3213345 (USDC E.D. PA. 2013)

**3. Even if the Court finds that the Pollution Exclusion is Unambiguous, the Evidence Presented by the Defendant Does Not Support the Application of the Pollution Exclusion and the Motion for Summary Judgment Must be Denied**

Defendant, summarizing Nova<sup>1</sup>, states in its Motion, “[w]here the insurance contract defines ‘pollutant’ as an ‘irritant or contaminate,’ the court should look to see if *the disputed substance* is alleged to have had a particular effect commonly thought of as ‘irritation’ or ‘contamination.’ (Motion pg. 5)(*emphasis added*) Nowhere in the record evidence or through affidavit has Defendant identified the “disputed substance”, for which it bases its application of the Pollution Exclusion, that has a particular effect commonly thought of as “irritation” or “contamination”. Moreover, Defendant has not identified the “disputed substance” it claims triggers the Pollution Exclusion. In the Motion Defendant states that Mrs. Taylor contracted with Accident Cleaners for “Biohazard Remediation.” Defendant has not stated or provided evidence of what “Biohazard Remediation” entails or the specific substances that Accident Cleaners were addressing through their services. Thereafter, Defendant makes a blanket statement that “Plaintiff ‘remediated’ the home ... by removing Mr. Taylor’s decomposing body and cleaning bodily tissue, bone fragments, blood spray and/or other bodily matter and fluids from the insured home. (Motion

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<sup>1</sup> The court in Nova found that the Court in Deni Assocs. v. State Farm Cas., 711 So. 2d 1135 (Fla.1998) supports the proposition that “where the insurance contract defines “pollutant” as an “irritant or contaminate,” the court should look to see if the disputed substance is alleged to have had a *particular effect* commonly thought of as “irritation” or “contamination.” Nova at 1334 (*emphasis present*)

pg. 7) Defendant has not identified or cited to any evidence to support its contention that those specific items or substances were removed from the Property. Based on the foregoing, Defendant has failed to present evidence to support the application of the Pollution Exclusion and the Motion for Summary Judgment Must be Denied.

**i. Decomposing body, bodily tissue, bone fragments, blood spray and/or other bodily matter and fluids**

In arguendo, should the Court find that record evidence supports the finding that Mr. Taylor's decomposing body, bodily tissue, bone fragments, blood spray and/or other bodily matter and fluids were present in the Property at the time of the claimed loss, each should be analyzed separately to determine if they have a particular effect commonly thought of as 'irritation' or 'contamination' which may trigger the Pollution Exclusion. Simply because one substance may trigger the Pollution Exclusion, does not mean the remediation of the other substances is precluded by the Pollution Exclusion.

Additionally, despite an exhaustive search, the undersigned could not find a Florida state or federal court case finding that a decomposing body, bodily tissue, bone fragments or blood spray were determined to be an irritant, contaminant or pollution, triggering the Pollution Exclusion. The search did produce the previously cited limited cases, Chestnut at 1214 (*emphasis added*) (ejaculate in a pool *can be* "pollutants") and Evanston at 1375 (in a string citation, stated, "Chestnut ... (bodily fluid a pollutant under facts of case) relative to bodily fluid and the Pollution Exclusion. Again, ejaculate, as cited in those cases is not at issue here. Each substance Defendant claims was present at the Property should be individually considered by the Court to determine if it triggered the Pollution Exclusion.

Finally, in support of its position that Mr. Taylor's decomposing body, bodily tissue, bone fragments, blood spray and/or other bodily matter and fluids are pollution because they fall under

the definition of contaminants, Defendant asks the Court to define contaminant as “a substance that can harm living organisms.” Should the Court accept Defendant’s definition, practically all substances, including air and water, could be considered contaminants. This finding would open the flood gates to the denial of countless meritorious claims<sup>2</sup>. Instead, the Court should use the word’s every day meaning and it should be read and interpreted in regards to ordinary people’s skill and experience. Watson at 396 (citing Lindheimer at 638).

**c. Additional Coverage**

As stated *supra*, the Policy provides Additional Coverage for “Fungi”, Wet Or Dry Rot, Or Bacteria. (Policy at Form FHO 04 32 04 02; Exhibit “D”) A human body, pre and postmortem, possesses bacteria. Further, bacteria is present in bodily fluids that depart a human body during decomposition. Bacteria was present in Mr. Taylor’s body and his departed fluids following his passing at the Property. (Affidavit of Andrew S. Bagg, M.D.; Exhibit “E”). Accordingly, the Policy provides coverage for this claim and Defendant’s Motion must be denied.

**III. PLAINTIFF HAS STANDING TO BRING THIS LAWSUIT**

Defendant’s argument that Plaintiff does not have standing to bring this lawsuit because Mrs. Taylor executed an Assignment of Benefits (“AOB”) with Accident Cleaners is meritless.

**a. Defendant Misconstrues Case Law in Support of its Attempt at Dismissal**

Even if Accident Cleaners could be found to still possess a claim through the AOB issued by Mrs. Taylor against Defendant, which it does not, Plaintiff still has standing to bring this litigation as it seeks damages for odor mitigation performed by Biosweep and the rebuild of the

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<sup>2</sup> The court in Westport addressed the Nova court’s holding in a similar scenario, “The broad realm of “pollutants” under [Nova] is too far afield from the enumerated examples of ‘pollutants’—smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste—to support adoption of Nova’s reasoning. see § 627.419(1), Fla. Stat. (‘Every insurance contract shall be construed according to the entirety of its terms and conditions....’).”Westport at 1344.

Property that has not been completed yet. Defendant alleges that Plaintiff “lacks standing *to bring any claims* for insurance benefits as she assigned any insurance rights... to Accident Report [sic] Cleaners.” (*emphasis added*)(Motion pg. 7) Defendant cites Bioscience W., Inc. v. Gulfstream Prop. & Cas. Ins. Co., 185 So. 3d 638 (Fla. 2<sup>nd</sup> DCA 2016) for the proposition that “once an assignment has been made, the assignor no longer has the right to enforce the interest because the assignee has obtained all the rights to the things assigned.” (Motion pg. 7). Much like Defendant’s overreaching attempts to apply the pollution exclusion in this case, Defendant misconstrues the statements of the Court in Bioscience in an attempt to escape coverage for this claim. The holding in Bioscience is concisely stated by the Court:

(1) the plan language of the insurance policy merely prohibited the insured’s unilateral assignment of the entire policy, not a financial benefit derived from that policy; and (2) Florida law prohibits an insurer from restricting an insured’s unilateral post-loss assignment of benefit derived from that policy.

Id. at 639. The only reference to Defendant’s aforementioned quote<sup>3</sup> is in the Court’s string citation explaining the general principles of contract and assignment law. In no way, shape or form does the Court in Bioscience state that if an assignment of benefits is issued by an insured to a contractor that the insured no longer has the right to bring a claim for damages arising out of services not performed by the contractor that received the assignment. In fact, the Court in Nicon Construction, Inc. v. Homeowners Choice Prop. & Cas. Ins. Co., 249 So.3d 681 (Fla. 2<sup>nd</sup> DCA 2018), found the exact opposite scenario to apply. Specifically, the Court looked at an assignment’s language “assigning ‘any and all insurance rights, benefits, and causes of action under my property

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<sup>3</sup> “once an assignment has been made, the assignor no longer has the right to enforce the interest because the assignee has obtained all the rights to the things assigned.” Id. at 640

insurance policy' to [contractor "A"]" and held the insured "was assigning all his rights under the policy to payment for the services performed by [contractor "A"] – not all his rights to payment for the entire covered claim." *Id.* at 683.

**b. Accident Cleaners has Relinquished and Rescinded Any Rights it had Under Its AOB or the Policy**

As addressed *supra*, Mrs. Taylor executed an Assignment of benefits to Accident Cleaners to perform mitigation services at the Property and Accident Cleaners performed mitigation services at the Property. Thereafter, Defendant denied the instant claim in its entirety. Following the denial, Mrs. Taylor, on behalf of the Plaintiff, paid Accident Cleaners in full for the services it performed. At that time, Accident Cleaners no longer had an interest in the claim and relinquished all of its rights and claims to any proceeds under the Policy. (Please see the affidavit of Crystal Pinkston; Exhibit "A") Based on the foregoing, Plaintiff has standing to bring a claim for the services provided by Accident Cleaners and paid for by Plaintiff and/or its Personal Representative.

**c. Pursuant to Defendant's Assertions, Mrs. Taylor was Purportedly Not an Insured at the Time She Executed the AOB, and Thus, the AOB Is Not Valid**

For all the reasons set out above, Plaintiff has standing to bring this claim and seek damages for the services provided by Accident Cleaners, Biosweep and the repair and rebuild of the Property. In further support, Defendant has essentially alleged that Plaintiff has standing to bring a claim for the services performed by Accident Cleaners and should not be allowed to argue otherwise. As addressed *supra*, Mrs. Taylor executed an Assignment of benefits to Accident Cleaners to perform mitigation services at the Property and Accident Cleaners performed mitigation services at the Property. Thereafter, Defendant sent Mrs. Taylor a denial letter of the claim asserting that she "was not an insured under the policy..." (Please see Exhibit "C") Pursuant

to Defendant's assertion, Mrs. Taylor arguably could not have assigned any benefits or rights under the Policy to Accident Cleaners. Thus, Defendant's argument for lack of standing has no merit.

### **CONCLUSION**

Plaintiff has standing to bring this suit. The purpose of the Policy's language was to put the Insured on notice of what is and what is not covered. The Pollution Exclusion here did not logically inform the Insured that human remains are excluded. No reported Florida state or federal court has expanded the Pollution Exclusion to preclude coverage for human remains. Defendant has not provided evidence to support its contention that human remains are contaminants or pollution. Bacteria was found to be in the Property at the time of the loss and remediation of the same is covered under the Policy. For all of these reasons, Defendant's Motion for Summary Judgement should be denied.

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the Florida e-filing portal. Dated: June 1, 2021.

*/s/ Gary J. Spahn, Jr.*  
Gary J. Spahn, Jr.  
Florida Bar No. 42441  
Malik Law, PA  
1061 Maitland Center Commons Blvd  
Maitland, Florida 32751  
P: (407) 500-1000  
gspahn@imaliklaw.com  
Attorney for Plaintiff

# Exhibit “A”

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT,  
IN AND FOR CHARLOTTE COUNTY, FLORIDA**

**THE ESTATE OF RANDALL LEE TAYLOR**  
by and through its personal representative  
**MARCIA TAYLOR,**  
Plaintiff,

Case No.: 20000393CA

vs.

**FLORIDA FARM BUREAU CASUALTY  
INSURANCE COMPANY,**  
Defendant.

---

**AFFIDAVIT OF CRYSTAL PINKSTON**

BEFORE ME, an officer authorized to take oaths in the State of Florida, personally appeared Crystal Pinkston, who having first been duly sworn, did depose and attest to the following based on personal knowledge:

1. My name is Crystal Pinkston.
2. I am over 18 years of age, of sound mind, and suffer from no disease or defect that would render me to be incompetent to make this Affidavit.
3. I have personal knowledge of the information contained within this affidavit.
4. The statements in this affidavit are accurate to the best of my knowledge.
5. At all times relevant to this cause of action, I was employed by Accident Cleaners & Restoration, LLC ("Accident Cleaners") and am the CEO of the company.
6. Accident Cleaners was hired by the insured, Marcia Taylor ("the Insured"), following the passing of her husband, to assist with the cleanup of her property located at 24560 State Road 70 E. Myakka City, FL 34254 ("Property").
7. The Insured executed an assignment of benefits to Accident Cleaners for its services to be performed.
8. Accident Cleaners fully performed services at the Property and generated an invoice for those services.
9. Thereafter, the Insured fully paid Accident Cleaner's invoice and Accident Cleaners relinquished and rescinded any rights it had under the aforementioned assignment of benefits and or the subject insurance policy.

FURTHER AFFIANT SAYETH NAUGHT

I understand that I am swearing or affirming under oath to the truthfulness of the information contained within this affidavit to the best of my knowledge.

*Crystal Pinkston*

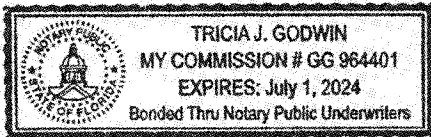
STATE OF FLORIDA  
COUNTY OF LEVY

Sworn to or affirmed and subscribed before me on this 27<sup>th</sup> day of MAY, 2021, by  
Crystal Pinkston, CEO.

*Tricia J. Godwin*

NOTARY PUBLIC - STATE OF FLORIDA

Personally known.  
 Produced identification.



# Exhibit “B”



Magan Leveritt, AIC, District Claims Manager  
PO Box 147033 -- Gainesville, FL 32614  
352-374-1538 -- FAX 352-374-1579  
magan.leveritt@ffbic.com

January 8<sup>th</sup>, 2019

Marcia Taylor  
22569 Laika Ave  
Port Charlotte, FL 33952

Re: Claim #: 09P00845069  
Our Insured: Randy Taylor  
Policy #: HO 8571100  
Date of Loss: 11/22/2018  
Claimant: Marcia Taylor

Dear Marcia Taylor,

Please allow this letter to follow up on the claim filed on December 4<sup>th</sup>, 2018 for clean up and restoration of the insured property after Mr. Taylor passed away in his dining room. Based on the evaluation of the facts available, Mr. Taylor passed in the dining room of his home. Further investigation showed this was discovered days later when Mr. Taylor's body was decomposing causing damage to his home. Please be advised that loss due to pollutants is not covered on the above-referenced homeowners' policy. Please refer to the homeowners' policy:

**SECTION I – PERILS INSURED AGAINST  
COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES**

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property. We do not insure, however, for loss:

2. Caused by:

e. Any of the following:

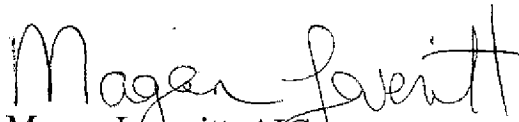
(5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

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;

Based on the above-referenced policy language, biohazard cleanup is not covered under the homeowner's policy. Included with this letter is a copy of Mr. Taylor's homeowner's policy.

Should you have any questions, or would like to discuss this further, please feel free to contact me.

Sincerely,

  
Magan Leveritt, AIC  
District Claims Manager

# Exhibit “C”

Casey Davis, Claims Adjuster  
PO Box 147033 -- Gainesville, FL 32614  
352-548-5081 -- FAX 352-374-1579  
casey.davis@ffbic.com

January 10, 2019

Marcia Taylor  
22569 Laika Ave  
Port Charlotte, FL 33952

Re: Claim #: 09P00845069  
Insured: Randy Taylor  
Policy #: HO 8571100  
Date of Loss: 11/22/2018

Dear Ms. Marcia Taylor

This correspondence is regarding a loss presented to us by Marica Taylor on 12/05/2018. It was reported to us that Mr. Randy Taylor passed and the home needs cleaning since this was not discovered for days after he passed.

During my investigation, I discovered that Ms. Marica Taylor does not reside at the insured location. Instead, Ms. Marcia Taylor resides at 22569 Laika Ave Port Charlotte, FL and has lived there for almost a year.

At this time I would refer you to the definitions section of Mr. Taylors homeowners policy which is located on page 1. I would call your attention to the following:

**“DEFINITIONS**

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

4. “ Insured” means you and residents of your household who are:
  - a. Your relatives; or
  - b. Other persons under the age of 21 and in the care of any person named above.

Under Section II “insured” also means”

c. 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 included in 4.a. or 4.b. above. A person or organization using or having custody of any "business" or without consent of the owner is not an "insured";

d. With respect to any vehicle to which this policy applies:

(1) Persons while engaged in your employ or that of any person included in 4.a. or 4.b. above; or

(2) Other persons using the vehicle on an "insured location" with your consent.

Based on the above-referenced policy language, Ms. Marcia Taylor would not be considered an insured under Mr. Taylor's homeowner's policy as she is not a resident of the household. Included with this letter is a copy of Mr. Taylor's homeowner's policy.

If you have any additional information you wish for me to consider or you would like to discuss this matter further, please contact me anytime.

Sincerely,

Casey Davis  
Claims Adjuster

# Exhibit “D”



**Florida Farm Bureau Casualty Insurance Company  
Florida Farm Bureau General Insurance Company**

**Magan Leveritt, AIC, District Claims Manager**

Post Office Box 147033 - Gainesville, FL 32614-7033

Phone: 352-374-1538 - Fax: 352-374-1579

magan.leveritt@ffbic.com

January 2, 2019

Marcia Taylor  
25460 State Road 70 E  
Myakka City, FL 34251-9121

Claim No: 09P00845069  
Insured: Randy L. Taylor  
Date of Loss: 11/22/18

Pursuant to your recent request, please find attached a copy the insurance policy is enclosed.

We look forward to working with you on this claim.

Sincerely,

  
Magan Leveritt, AIC  
District Claims Manager

Florida Farm Bureau Casualty Insurance Company  
5700 S.W. 34th Street Gainesville, Florida 32608-5300



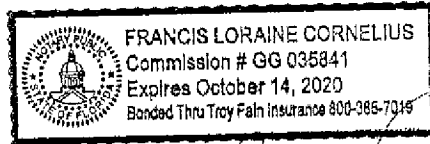
**POLICY DECLARATION  
RENEWAL  
AND NOTICE OF RENEWAL PREMIUM**

**IMPORTANT MESSAGES**

**THIS IS NOT A BILL.** Any premium change for this policy will be reflected on your next billing statement. Please do not disregard your current billing statement.  
Report claims 24 hours a day, 7 days a week at  
[www.FloridaFarmBureau.com](http://www.FloridaFarmBureau.com) or call 1-866-275-7322.

Your premium may have increased, in part, due to an increase in coverage to protect you from inflation. If you feel your home is either under or over insured, please contact your agent.

CERTIFIED COPY  
FLORIDA FARM BUREAU  
PO BOX 147033  
GAINESVILLE, FL 32614-7033



*Francis Loraine Cornelius*  
1/2/19

**LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE FROM THE NATIONAL FLOOD INSURANCE PROGRAM. WITHOUT THIS COVERAGE, YOU MAY HAVE UNCOVERED LOSSES. PLEASE DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT.**

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

**Policy Number:** 8571100      **Policy Type:** HOMEOWNERS POLICY  
**Policy Period:** From: 06/16/2018      To: 06/16/2019  
(12:01 a.m. Standard time at location of the residence premises)

**Named Insured and Mailing Address:**



RANDY L TAYLOR  
25460 STATE ROAD 70 E  
MYAKKA CITY FL 34251-9121

**Agent:**  
B CLINT BAILEY AGENCY, INC, FSCP  
**Account Number:** 09173852109700  
**Membership Number:** 0870587  
**County:** 41-1  
**Agent Code:** 32644

**IMPORTANT MESSAGES**  
(continued)

Your Calendar Year Hurricane Deductible Dollar Amount

**Your Calendar Year Hurricane Deductible Dollar Amount Is: \$4,076**

Florida Farm Bureau Casualty Insurance Company  
5700 S.W. 34th Street Gainesville, Florida 32608-5300



POLICY DECLARATION  
RENEWAL  
AND NOTICE OF RENEWAL PREMIUM

Policy Number: 8571100 Policy Type: HOMEOWNERS POLICY  
Policy Period: From: 06/16/2018 To: 06/16/2019  
(12:01 a.m. Standard time at location of the residence premises)

FORMS AND ENDORSEMENTS:

- FHO 00 03 04 91 REV. 09 15 - HOMEOWNERS HO 00 03 - SPECIAL FORM POLICY
- FHO 04 96 04 91 REV 09 15 - NO SECTION II - LIABILITY COVERAGES FOR HOME DAY CARE BUSINESS - LIMITED SECTION I - PROPERTY COVERAGES FOR HOME DAY CARE BUSINESS
- FHO-21 (ED. 04/02) - NOTICE TO THE INSUREDS - AIRBOATS
- FHO 01 09 12 16 - AMENDATORY ENDORSEMENT
- FHO 01 09A 09 15 - CANCELLATION AND NONRENEWAL PROVISIONS - FLORIDA
- FHO 16 10 01 09 - AMENDATORY ENDORSEMENT - WATER EXCLUSION
- FHO-15 12 00 REV 09 15 - ADJUSTED BUILDING COST ENDORSEMENT
- FHO-277A (ED. 10/05) - ORDINANCE OR LAW COVERAGE
- FHO 03 55A 05 05 - CALENDAR YEAR HURRICANE DEDUCTIBLE (PERCENTAGE) WITH SUPPLEMENTAL RECORD KEEPING REQUIREMENT - FLORIDA  
(ALL FORMS EXCEPT HO 0004 AND HO 0006)
- FHO 04 32 (04/02) - LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE
- FHO 23 94A 05 12 - SINKHOLE LOSS COVERAGE - FLORIDA
- FHO-24 (05/12) - SINKHOLE LOSS COVERAGE DEDUCTIBLE (PERCENTAGE)
- FHO-22 (06/06) - HURRICANE EXCLUSION - SCREENED ENCLOSURES
- FHO 25 02 14 - SOLAR PANEL(S), SOLAR WATER HEATING SYSTEM(S), AND WIND GENERATOR(S) EXCLUSION
- HO 04 16 04 91 - PREMISES ALARM OR FIRE PROTECTION SYSTEM
- HO 24 82 04 91 - PERSONAL INJURY

INFORMATIONAL NOTICES (not part of policy):

- IL HURNOT-02 (01/06) - YOUR HURRICANE DEDUCTIBLE NOTICE
- 93-7-4366 (REV.10/05) - NOTICE OF IMPORTANT COVERAGE CHANGES
- 93-7-4235 02 16 - OUTLINE OF COVERAGE
- 93-7-4396 (Rev. 05/02) - A JOINT PRIVACY NOTICE
- 93-7-4414 (01/06) - ADVISORY NOTICE TO POLICYHOLDERS
- OIR-B1-1655 (REV. 02/10) NOTICE OF PREMIUM DISCOUNTS FOR HURRICANE LOSS MITIGATION
- OIR-B1-1670 (1-1-06) - CHECKLIST OF COVERAGE  
FFB REVISED 02 16

\*\*\* continued on back \*\*\*

Change Effective: 06/16/2018  
Process Date: 04/16/2018  
FFB-DEC-01 (Ed. 08/05)

Refer inquires to:

Agent: B CLINT BAILEY AGENCY, INC, FSCP  
Ellenton: (941) 531-9738

**Florida Farm Bureau Casualty Insurance Company**  
 5700 S.W. 34th Street Gainesville, Florida 32608-5300



**POLICY DECLARATION**

RESIDENCE PREMISES is located at:

25460 STATE ROAD 70 E MYAKKA CITY FL 034251, Section 035, Township 35S, Range 20E, MYAKKA CITY FD, MANATEE County, but is limited to those grounds immediately extending 0150 feet from any exterior wall of the dwelling. Built in 1986, frame with wood plank (clapboard) siding construction, primary residence, dwelling is over 1000 feet from hydrant.

**COVERAGE / LIMITS:**

**Section I Coverage:**

Limit of Liability

A. Dwelling \$203,800  
 B. Other Structures \$20,380  
 C. Personal Property \$101,900  
 D. Loss of Use \$40,760

**Section II Coverage:**

Limit of Liability

E. Personal Liability \$300,000  
 Each Occurrence  
 F. Medical Payments \$5,000  
 Each Person

Ordinance or Law Coverage up to 50% of Coverage A Dwelling Limit of Liability.

Section I Loss Deductibles: 2% Calendar Year Hurricane= \$4,076;  
 10% Sinkhole= \$20,380; Other Perils=\$2,500.

**ADJUSTED BASE PREMIUM:**

Additional Coverages\Credits\Surcharges: \$1,489.00

TOTAL POLICY PREMIUM: \$20.00

Your total policy premium includes \$1,509.00  
 the following hurricane premium - \$904.00

Your policy premium has changed by \$152.00. Of this amount, \$35.00 is due to a change in coverage and \$117.00 is due to a rate change approved by the Florida Office of Insurance Regulation and/or other changes initiated by you or us. (Does not include premium changes to Country Squire or other Misc. endorsements.)

State of Florida Emergency Management Fee: \$2.00

**POLICY TOTAL: \$1,511.00**

**ADDITIONAL COVERAGES\CREDITS\SURCHARGES:**

Credit for Increased Deductible Included

Building Code Effectiveness Grading  
 Premium Adjustment \$ .00 Included  
 Max. Credit \$92.00 Max. Surcharge \$21.00

Claims Free Credit Included

Hurricane Mitigation Credit Included

HO 04 16 Premises Alarm System Credit Included  
 Local Fire or Smoke Alarm

**Florida Farm Bureau Casualty Insurance Company**  
5700 S.W. 34th Street Gainesville, Florida 32608-5300



**POLICY DECLARATION  
RENEWAL  
AND NOTICE OF RENEWAL PREMIUM**

**Policy Number: 8571100**                      **Policy Type: HOMEOWNERS POLICY**

**Policy Period: From: 06/16/2018      To: 06/16/2019**  
(12:01 a.m. Standard time at location of the residence premises)

**ADDITIONAL COVERAGES\CREDITS\SURCHARGES (continued):**

HO 24 82 Personal Injury Liability \$20.00

MORTGAGEE  
BB&T BANK  
IT SUCCESSORS AND/OR ASSIGNS  
AS THEIR INTEREST MAY APPEAR  
#6930218322

SECOND MORTGAGEE  
BB&T BANK  
IT SUCCESSORS AND/OR ASSIGNS  
AS THEIR INTEREST MAY APPEAR  
#9604481106001



**Florida Farm Bureau Casualty Insurance Company (A Stock Insurance Company)**  
 Or  
**Florida Farm Bureau General Insurance Company (A Stock Insurance Company)**  
 Post Office Box 147030, Gainesville, Florida 32614-7030

## Homeowners HO 00 03 - Special Form Policy

Insurance is provided by the company designated in the declarations of your policy. These policy provisions with the declarations page and endorsements, if any, issued to form a part thereof, complete this policy.

### YOUR HOMEOWNERS POLICY - QUICK REFERENCE

#### Declarations

Your Name  
 Location of Your Residence  
 Policy Period  
 Coverages  
 Amounts of Insurance  
 Deductible

### Homeowners HO 00 03 - Special Form

	Beginning on Page		Beginning on Page
<b>AGREEMENT</b>	1	<b>SECTION II</b>	<b>COVERAGES</b> 13
<b>DEFINITIONS</b>	1	<b>YOUR</b>	Personal Liability
		<b>LIABILITY</b>	Medical Payments to Others
<b>SECTION I</b>			
<b>YOUR</b>			
<b>PROPERTY</b>			
<b>COVERAGES</b>	2		<b>EXCLUSIONS</b> 13
Property Coverages			
Loss of Use			<b>ADDITIONAL COVERAGES</b> 15
Additional Coverages			Claim Expenses
Debris Removal			First Aid Expenses
Trees, Shrubs and Plants			Damage to Property of Others
Credit Card			Loss Assessment
Loss Assessment			
<b>PERILS INSURED</b>			<b>CONDITIONS</b> 16
<b>AGAINST</b>	7		Limit of Liability
			Duties After Loss
<b>EXCLUSIONS</b>	9	<b>SECTION I</b>	<b>CONDITIONS</b> 17
		<b>And</b>	Policy Period
<b>CONDITIONS</b>	10	<b>SECTION II</b>	Cancellation
Insurable Interest			Nonrenewal
Duties After Loss			Automatic Termination
Loss Settlement			
Mortgage Clause			

**IMPORTANT: This Quick Reference does not provide coverage.**  
**Please read the entire policy for the actual contractual provisions.**

## Homeowners HO 00 03 - Special 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

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

1. "Aircraft Liability" and "Hovercraft 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 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;
2. "Bodily injury" means physical injury, sickness or disease to a person, including required care, loss of services and death that results.

However, "bodily injury" does not include mental anguish, emotional distress, humiliation, mental injury or any similar injury unless it arises out of physical injury to a person.
3. "Business" includes trade, profession or occupation.
4. "Insured" means you and residents of your household who are:
  - a. Your relatives; or
  - b. Other persons under the age of 21 and in the care of any person named above.Under Section II, "insured" also means:
  - c. 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 included in 4.a. or 4.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
  - d. With respect to any vehicle to which this policy applies:
    - (1) Persons while engaged in your employ or that of any person included in 4.a. or 4.b. above; or
    - (2) Other persons using the vehicle on an "insured location" with your consent.
5. "Insured location" means:
  - a. The "residence premises";
  - b. The part of other premises, other structures and grounds used by you as a residence and:
    - (1) Which is shown in the Declarations; or
    - (2) Which is acquired by you during the policy period for your use as a residence;
  - c. Any premises used by you in connection with a premises in 5.a. and 5.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.



- 6. "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".
- 7. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- 8. "Residence employee" means:
  - a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
  - b. One who performs similar duties elsewhere not related to the "business" of an "insured".
- 9. "Residence premises" means:
  - a. The one family dwelling, other structures, and grounds; or
  - b. That part of any other building; where you reside and which is shown as the "residence premises" in the Declarations.

"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.
- 10. "Motor vehicle" means:
  - a. A self-propelled land or amphibious vehicle; or
  - b. Any trailer or semi-trailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

**SECTION I – PROPERTY COVERAGES**

**Coverage A – Dwelling**

We cover:

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

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

**COVERAGE B – Other Structures**

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

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

We do not cover other structures:

- 1. Used in whole or in part for "business"; or
- 2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.
- 3. Used or designed for use as a farm barn, stable, or farm outbuilding.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

**Coverage C – Personal Property**

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

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

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 \$1000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

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

- 1. \$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.
- 2. \$1500 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.
- 3. \$1500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- 4. \$1500 on trailers not used with watercraft of all types.
- 5. \$1500 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.

6. \$2500 for loss by theft of firearms and related equipment.
7. \$2500 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, platinum or pewter.
8. \$2500 on property, on the "residence premises", used at any time or in any manner for any "business" purpose.
9. \$500 on property, away from the "residence premises", used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to electronic apparatus and other property described in Special Limits 10. and 11. below.
10. \$1500 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the electronic apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Item 10.
11. \$1500 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.  
Accessories include antennas, or tapes, wires, records, discs or other media that can be used with any apparatus described in this Item 11.
12. \$3000 on Electronic Data Processing Equipment including the recording and storage media. The value of the recording or storage media for the equipment shall not exceed the cost of such media in unexposed or blank form.
13. \$2500 on collectibles of all types, including articles whose age or history contribute to their value, memorabilia, souvenirs, trading cards and comic books, but not exceeding \$250 for any one article.

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

1. Articles separately described and specifically insured in this or other insurance;
2. Animals, birds or fish;
3. "Motor vehicles". This includes:
  - a. Their accessories, equipment and parts; or
  - b. Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media

that can be used with any apparatus as described in this item 3.b.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the "motor vehicle".

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

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

4. 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;

5. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
6. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
7. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in Additional Coverages 10.;
8. Property rented or held for rental to others off the "residence premises";
9. "Business" data, including such data stored in:
  - a. Books of account, drawings or other paper records; or
  - b. Electronic data processing tapes, wires, records, discs or other software media;
 However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market; or
10. Credit cards or fund transfer cards except as provided in Additional Coverages 6.

**Coverage D – Loss Of Use**

The limit of liability for Coverage D is the total limit for all the coverages that follow.

1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover:

**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, but not to exceed 12 months.



2. If a loss covered under this Section 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**, meaning the fair rental value of that part of the "residence premises" rented to others or held for rental by you less any expenses that do not continue while the premises is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental, but not to exceed 12 months.

3. 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 in this policy, we cover the Additional Living Expense or Fair Rental Value loss as provided under 1. and 2. above for no more than two weeks.

The periods of time under 1., 2. and 3. above are not limited by expiration of this policy.

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

**ADDITIONAL COVERAGES**

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

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property 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. 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 of liability is available for debris removal expense.

We will also pay your reasonable expense, up to \$500 in the aggregate, for the removal from the "residence premises" of:

- a. Your tree(s) felled by the peril of Windstorm or Hail;
- b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c. A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s) damages a covered structure. The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

2. **Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken

solely to protect against further damage. 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 an applicable Peril Insured Against.

This coverage:

- a. Does not increase the limit of liability that applies to the covered property;
- b. Does not relieve you of your duties, in case of a loss to covered property, as set forth in Section I - Condition 2.d.

3. **Trees, Shrubs and Other Plants.** We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises", Vandalism or malicious mischief or Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be available 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, Fund Transfer Card, Forgery and Counterfeit Money.**

We will pay up to \$500 for:

- a. 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;
- b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;

- c. Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- d. Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover use of a credit card or fund transfer card:

- a. By a resident of your household;
- b. By a person who has been entrusted with either type of card; or
- c. If an "insured" has not complied with all terms and conditions under which the cards are issued.

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.

We do not cover loss arising out of "business" use or dishonesty of an "insured".

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

Defense:

- a. 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.
- b. If a suit is brought against an "insured" for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.
- c. 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 the Forgery coverage.

- 7. Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under Coverage A – Dwelling, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises".

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

The limit of \$1000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

Condition 1. Policy Period, under Sections I and II Conditions, does not apply to this coverage.

**8. Collapse.**

a. With respect to this Additional Coverage:

- (1) 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 current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, shifting, bulging, sagging, bowing, bending, leaning, settling, shrinkage or expansion.

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

- (1) **Perils Insured Against** named under Coverage C – Personal Property;
- (2) Decay that is hidden from view, unless the presence of such decay is known to you or your spouse, if a resident of the same household, prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such decay is known to you or your spouse, if a resident of the same household, 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.

Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items (2), (3), (4), (5), and (6) 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 applying to the damaged covered property.



**9. Glass or Safety Glazing Material.**

**a. We cover:**

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

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

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

Loss to glass covered under this Additional Coverage 9. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

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

**10. Landlord's Furnishings.** We will pay up to \$2500 for your appliances, carpeting and other household furnishings, in an apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused only by the following Perils Insured Against:

**a. Fire or lightning.**

**b. Windstorm or hail.**

This peril does not include loss to 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.

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

**c. Explosion.**

**d. Riot or civil commotion.**

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

**f. Vehicles.**

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

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

**h. Vandalism or malicious mischief.**

**i. Falling objects.**

This peril does not include loss to property contained in a 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.

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

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

This peril does not include loss:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing except as provided in the peril of freezing below; or
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises".

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

**l. 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.

We do not cover loss caused by or resulting from freezing under this peril.

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

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain the system and appliances of water.

**n. Sudden and accidental damage from artificially generated electrical current.**

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

**o. Volcanic eruption** other than loss caused by earthquake, land shock waves or tremors.

The \$2500 limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

**11. Water Back Up and Sump Discharge or Overflow.** We insure, up to \$5000, for direct physical loss, not caused by the negligence of an "insured", to property covered under Section I caused by water, or water-borne material, which:

- a. Backs up through sewers or drains; or
- b. Overflows or is discharged from a:
  - (1) Sump, sump pump; or
  - (2) Related equipment;even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

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

**12. Refrigerated Products.** We will pay up to \$250 to cover the contents of deep freeze or refrigerated units on the "residence premises" for loss due to power failure or mechanical failure caused by or resulting from a hurricane. If mechanical failure or power failure is known to you, all reasonable means must be used to protect the property insured from further damage or this coverage is void. Power failure or mechanical failure shall not include:

- a. removal of a plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a hurricane.

With respect to this coverage:

- a. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
- b. A hurricane occurrence:
  - (1) Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
  - (2) 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.

This coverage does not increase the limit applying to the damaged property. No deductible applies to this coverage.

With respect to the coverages described in items 11. and 12. above, Section I – Perils Insured Against, under Coverages A and B, paragraph 2., e.(2) is deleted and replaced by the following:

- e. (2) Latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself.

## SECTION I – PERILS INSURED AGAINST

### Coverage A – Dwelling and Coverage B – Other Structures

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property. We do not insure, however, for loss:

1. Involving collapse, other than as provided in Additional Coverage 8.;
2. Caused by:
  - a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:
    - (1) Maintain heat in the building; or
    - (2) Shut off the water supply and drain the system and appliances of water;
  - b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
    - (1) Fence, pavement, patio or swimming pool;
    - (2) Foundation, retaining wall, or bulkhead; or
    - (3) Pier, wharf or dock;
  - c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
  - d. Vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
  - e. Any of the following:
    - (1) Wear and tear, marring, deterioration;
    - (2) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
    - (3) Smog, rust or other corrosion, mold, wet or dry rot;
    - (4) Smoke from agricultural smudging or industrial operations;



- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

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

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;
- (7) Birds, vermin, rodents, or insects; or
- (8) Animals owned or kept by an "insured".

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

### 3. Excluded under Section I – Exclusions.

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

### Coverage C – Personal Property

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in Section I – Exclusions.

- 1. Fire or lightning.
- 2. Windstorm or hail.

This peril does not include loss to 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.

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.

- 3. Explosion.
- 4. Riot or civil commotion.
- 5. Aircraft, including self-propelled missiles and spacecraft.

### 6. Vehicles.

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

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

### 8. Vandalism or malicious mischief.

- 9. Theft, including attempted theft and loss of property from a known place when it is likely that the property has been stolen.

This peril does not include loss caused by theft:

- a. Committed by an "insured";
- b. In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied; or
- c. From that part of a "residence premises" rented by an "insured" to other than an "insured".

This peril does not include loss caused by theft that occurs off the "residence premises" of:

- a. 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 a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
- b. Watercraft of all types, including their furnishings, equipment and outboard engines or motors; or
- c. Trailers, semi-trailers and campers.

### 10. Falling objects.

This peril does not include loss to property contained in a 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 which causes damage to property contained in a building.

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

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises".

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

**13. Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

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

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:

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

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

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

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

**17. Sinkhole Collapse**, meaning actual physical damage arising out of, or caused by, sudden settlement or collapse of the earth supporting such property and only when such settlement or collapse results from subterranean voids created by the action of water on limestone or similar rock formations.

The Section I – Earth Movement exclusion does not apply to this peril.

## SECTION I – EXCLUSIONS

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

**a. Ordinance or Law**, means any ordinance or law.

- (1) Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a.(1) does not apply to the amount of coverage that may be provided for under Additional Coverages, Glass Or Safety Glazing Material.
- (2) The requirements of which result in a loss in value to property; or
- (3) 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 applies whether or not the property has been physically damaged.

**b. Earth Movement**, means earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking (other than Sinkhole Collapse), rising or shifting; unless direct loss by:

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

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

**c. Water Damage**, means:

- (1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) Water, or water-borne material, which:
  - (a) backs up through sewers or drains; or
  - (b) overflows or is discharged from a sump, sump pump or related equipment;as a direct or indirect result of flood; or
- (3) Water, or water-borne material, below the surface of the ground, including water which:
  - (a) exerts pressure on; or
  - (b) seeps or leaks through;  
a building, sidewalk, driveway, foundation, swimming pool or other structure;

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

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

**d. 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.

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

**f. War**, includes the following and any consequence of any of the following:

- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
- (2) Warlike act by a military force or military personnel; or
- (3) Destruction, seizure or use for a military purpose.

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

**g. Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of Section I - Conditions.

**h. Intentional Loss**, means any loss arising out of any act any "insured" commits or conspires to commit with the intent or expectation 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.

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

**a. Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;

**b. Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;

**c. Faulty, inadequate or defective:**

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

of part or all of any property whether on or off the "residence premises".

## SECTION I - CONDITIONS

### 1. Insurable Interest and Limit of Liability.

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

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

2. **Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done:

- a. Give prompt notice to us or our agent;
- b. Notify the police in case of loss by theft;
- c. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;

d. Protect the property from further damage. If repairs to the property are required, you must:

- (1) Make reasonable and necessary repairs to protect the property; and
- (2) Keep an accurate record of repair expenses;

e. Prepare an inventory of damaged or stolen 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;

f. As often as we reasonably require:

- (1) Show the damaged property;
- (2) Provide us with records and documents we request and permit us to make copies; and
- (3) Submit to examinations under oath, while not in the presence of any other "insured", and sign the same;

g. 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:

- (1) The time and cause of loss;
- (2) The interest of the "insured" and all others in the property involved and all liens on the property;
- (3) Other insurance which may cover the loss;
- (4) Changes in title or occupancy of the property during the term of the policy;
- (5) Specifications of damaged buildings and detailed repair estimates;
- (6) The inventory of damaged or stolen personal property described in 2.e. above;
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- (8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

**3. Loss Settlement.** Covered property losses are settled as follows:

**a.** Property of the following types:

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

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

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

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

- (a) The limit of liability under this policy that applies to the building;
- (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or
- (c) The necessary amount actually spent to repair or replace the damaged building.

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

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

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

- (a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;

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

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

- (4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss according to the provisions of **b.(1)** and **b.(2)** above.

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

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

- (b) Less than \$2500;

we will settle the loss according to the provisions of **b.(1)** and **b.(2)** above whether or not actual repair or replacement is complete.

- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability according to the provisions of this Condition 3. Loss Settlement.

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

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

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

**6. Mediation or Appraisal.**

If you and we:

- a. Are engaged in a dispute regarding a claim under this Policy, either party may demand a mediation of the loss in accordance with the rules established by the Florida 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 three 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 total cost for that rescheduled conference. However, if we fail to appear at a mediation conference without good cause, we will pay the actual cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.

- b. Fail to agree on the amount of loss, either party may demand an appraisal of the loss. In this event, each party will choose a competent and impartial 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:

- (1) Pay its own appraiser; and
- (2) 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.

- 7. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.
- 8. **Suit Against Us.** No action shall be brought unless the policy provisions have been complied with and the action is started within 5 years after the occurrence causing loss or damage.
- 9. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

**10. 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. Payment for loss will be made after we receive your proof of loss within:

- a. 20 days after we reach written agreement with you; or
- b. 60 days after there is:
  - (1) an entry of a final judgment; or
  - (2) a filing of an appraisal award or a mediation settlement with us.

**11. Abandonment of Property.** We need not accept any property abandoned by an "insured".

**12. Mortgage Clause.**

The word "mortgagee" includes trustee.

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

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

- a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

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

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

- a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

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

**13. 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.

**14. Nuclear Hazard Clause.**

a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in Section I.

c. 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.

**15. 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.

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

**SECTION II – LIABILITY COVERAGES**

**Coverage E – Personal Liability**

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

1. Pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "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 the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

**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"; or
  - d. Is caused by an animal owned by or in the care of an "insured".

**SECTION II – EXCLUSIONS**

**1. Coverage E – Personal Liability and Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":

- a. Which is expected or intended by any "insured" even if the "bodily injury" or "property damage" is:
  - (1) of a different kind, quality or degree than initially expected or intended; or
  - (2) sustained by a different person, entity, real or personal property than initially expected or intended.
- b. Arising out of or in connection with a "business" engaged in by an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";
- c. Arising out of the rental or holding for rental of any part of any premises by an "insured". This exclusion does not apply to the rental or holding for rental of an "insured location":
  - (1) On an occasional basis if used only as a residence;
  - (2) 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



- (3) In part, as an office, school, studio or private garage;
- d. Arising out of the rendering of or failure to render professional services;
- e. Arising out of a premises:
  - (1) Owned by an "insured";
  - (2) Rented to an "insured"; or
  - (3) Rented to others by an "insured"; that is not an "insured location";
- f. Arising out of:
  - (1) The ownership, maintenance, use, loading or unloading of "motor vehicles" or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
  - (2) The entrustment by an "insured" of a "motor vehicle" or any other motorized land conveyance to any person; or
  - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) Not owned by an "insured"; or
  - (b) Owned by an "insured" while being used on an "insured location";
- (3) A motorized golf cart when used to play golf on a golf course;
- (4) A vehicle or conveyance not subject to motor vehicle registration which is:
  - (a) Used to service an "insured's" residence, other than a vehicle or conveyance designed for recreational use off public roads, not subject to motor vehicle registration, and away from an "insured location";
  - (b) Designed for assisting the handicapped; or
  - (c) In dead storage on an "insured location";
- g. Arising out of:
  - (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;
  - (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or

- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured". This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:
  - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less, including those that power a water jet pump, not owned by an "insured";
  - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower, including those that power a water jet pump, not owned by or rented to an "insured";
  - (c) One or more outboard engines or motors with 25 total horsepower or less;
  - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
  - (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
    - (i) You acquire them prior to the policy period; and
      - (a) You declare them at policy inception; or
      - (b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.
    - (ii) You acquire them during the policy period.

This coverage applies for the policy period.
- (2) That are sailing vessels, with or without auxiliary power:
  - (a) Less than 26 feet in overall length;
  - (b) 26 feet or more in overall length, not owned by or rented to an "insured".
- (3) That are stored;
- h. Arising out of "aircraft liability";  
This policy does not cover "aircraft liability";
- i. Arising out of "hovercraft liability";  
This policy does not cover "hovercraft liability";

j. Caused directly or indirectly by war, including the following and any consequence of any of the following:

- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
- (2) Warlike act by a military force or military personnel; or
- (3) Destruction, seizure or use for a military purpose.

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

k. Which arises out of the transmission of a communicable disease by an "insured";

l. Arising out of sexual molestation, corporal punishment or physical or mental abuse inflicted upon any person by or at the direction of an "insured"; or

m. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions e., f., g., h. and i. 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".

2. **Coverage E – Personal Liability**, does not apply to:

a. Liability:

- (1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;
- (2) Under any contract or agreement. However, this exclusion does not apply to written contracts:
  - (a) That directly relate to the ownership, maintenance or use of an "insured location"; or
  - (b) Where the liability of others is assumed by the "insured" prior to an "occurrence";

unless excluded in (1) above or elsewhere in this policy;

b. "Property damage" to property owned by the "insured";

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

d. "Bodily injury" to any person eligible to receive any benefits:

- (1) Voluntarily provided; or
- (2) Required to be provided; by the "insured" under any:
  - (1) Workers' compensation law;
  - (2) Non-occupational disability law; or
  - (3) Occupational disease law;

e. "Bodily injury" or "property damage" for which an "insured" under this policy:

- (1) Is also an insured under a nuclear energy liability policy; or
- (2) Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or any of their successors; or

f. "Bodily injury" sustained by (1) you; (2) your spouse; (3) your child, if a resident of your household, or while in your care; (4) your relatives, if residents of your household; or (5) other persons under the age of 21 who are residents of your household and are in the care of any person named above.

3. **Coverage F – Medical Payments to Others**, does not apply to "bodily injury":

a. To a "residence employee" if the "bodily injury":

- (1) Occurs off the "insured location"; and
- (2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";

b. To any person eligible to receive benefits:

- (1) Voluntarily provided; or
- (2) Required to be provided; under any:
  - (1) Workers' compensation law;
  - (2) Non-occupational disability law; or
  - (3) Occupational disease law;

c. From any:

- (1) Nuclear reaction;
- (2) Nuclear radiation; or
- (3) Radioactive contamination; all whether controlled or uncontrolled or however caused; or
- (4) Any consequence of any of these; or

- d. to (1) you; (2) your spouse; (3) your child, if a resident of your household, or while in your care; or (4) 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:

### 1. Claim Expenses. We pay:

- a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage E. We need not apply for or furnish any bond;
- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

### 2. First Aid Expenses. We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured".

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

We will not pay for "property damage":

- a. To the extent of any amount recoverable under Section I of this policy;
- 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, "motor vehicles" or all other motorized land conveyances.

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

### 4. Loss Assessment. We will pay up to \$1000 for your share of loss assessment charged during the policy period against you 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 under Section II of this policy; or
- b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
  - (1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and
  - (2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises".

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

Regardless of the number of assessments, the limit of \$1000 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.

The following do not apply to this coverage:

- a. Section II – Coverage E – Personal Liability Exclusion 2.a.(1);
- b. Condition 1. Policy Period, under Sections I and II – Conditions.

## SECTION II – CONDITIONS

### 1. Limit of Liability.

- a. Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage E as 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".

**b. Sub-limit of Liability**

Subject to Paragraph a. 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 sub-limit is within, but does not increase the Coverage E limit of liability.

c. The limit of liability in a. above and sub-limit in b. above apply regardless of the number of "insureds", claims made or persons injured.

d. 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 limit of liability for Coverage F as shown in the Declarations.

**2. Severability of Insurance.** This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

**3. Duties After Loss.** In case of an accident or "occurrence", the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:

a. Give written notice to us or our agent as soon as is practical, which sets forth:

- (1) The identity of the policy and "insured";
- (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
- (3) Names and addresses of any claimants and witnesses;

b. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";

c. At our request, help us:

- (1) To make settlement;
- (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
- (3) With the conduct of suits and attend hearings and trials; and
- (4) To secure and give evidence and obtain the attendance of witnesses;

d. Under the Coverage - Damage to Property of Others - submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;

e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

**4. Duties of an Injured Person - Coverage F - Medical Payments to Others.**

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.

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

**5. Payment of Claim - Coverage F - Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.

**6. Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.

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

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

**8. Other Insurance - Coverage E - Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

**SECTIONS I AND II - CONDITIONS**

**1. Policy Period.** This policy applies only to loss in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

**2. Concealment or Fraud.**

a. Under Section I - Property Coverages, with respect to all "insureds" covered under this policy, we provide no coverage for loss under Section I - Property Coverages if, whether before or after a loss, any "insureds" have:

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

b. Under Section II - Liability Coverages, we do not provide coverage to any "insureds" who, whether before or after a loss, have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or

(3) Made false statements;  
relating to this insurance.

**3. Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

**4. 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.

**5. Cancellation.**

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. When 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.
- c. 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.

- (1) 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.
- (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; or

(b) On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if:

- (i) The total of such property claim payments for this policy exceeds the current policy limits of coverage for property damage; or
- (ii) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

Except as provided in Item 5.b. above, we will let you know of our action at least 20 days before the date cancellation takes effect.

(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 failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
- (d) If the cancellation is for all insureds under policies of this type for a given class of insureds;
- (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 filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim, if:
  - (i) The total of such property claim payments for this policy exceeds the current policy limits of coverage for property damage; or
  - (ii) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

This can be done by letting you know at least 90 days before the date cancellation takes effect.

- 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 a reasonable time after the date cancellation takes effect.

#### 6. Nonrenewal.

We may elect not to renew this policy. However, 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 filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may elect not to renew this policy if:
  - (1) The total of such property claim payments for this policy exceeds the current policy limits of coverage for property damage; or
  - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

We may do so by delivering to you or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal, at least 90 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

- 7. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.
- 8. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

However, we waive any rights of recovery against the corporation or association of property owners of the condominium where the "residence premises" is located.

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

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

- 9. **Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:

- a. 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;

- b. "Insured" includes:

- (1) Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and

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

#### 10. Renewal Notification.

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

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

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

#### 11. Automatic Termination.

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on your residence premises, any similar insurance provided by this policy will terminate on the effective date of the other insurance.

#### 12. County Farm Bureau Membership.

Membership in your county Farm Bureau Agricultural Organization is a condition precedent or prerequisite to your ability both to apply for and to renew this insurance. Failure to maintain membership in your county Farm Bureau Agricultural Organization will result in nonrenewal.

Any dues paid or payable to your county Farm Bureau Agricultural Organization are solely in consideration of membership in that organization. Such membership dues are not insurance premiums and therefore, are not in consideration of insurance provided by this policy.



IN WITNESS WHEREOF, THE COMPANY has caused this policy to be signed by its President and Secretary, and countersigned on the Declarations page by a duly authorized representative of the Company.

*Stewart W. Ingram*

Secretary

*Steven C. Morris*

President

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

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a business. Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business".

Therefore, with respect to a home day care enterprise which is considered to be a "business", this policy:

1. Does not provide Section II – Liability Coverages because a business of an "insured" is excluded under exclusion 1.b. of Section II – Exclusions;
2. Does not provide Section I – Coverage B coverage where other structures are used in whole or in part for "business";
3. Limits coverage for property used on the "residence premises" for the home day care enterprise to \$2,500, because Coverage C – Special Limits of Liability – Item 8. imposes that limit on "business" property on the "residence premises".
4. Limits coverage for property used off the "residence premises" for the home day care enterprise to \$500, because Coverage C – Special Limits of Liability – Item 9. imposes that limit on "business" property off the "residence premises".

All other provisions of this policy apply.

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

**NOTICE TO INSUREDS**  
**NO SECTION II - LIABILITY COVERAGES FOR AIRBOATS**  
**LIMITED SECTION I - PROPERTY COVERAGES FOR AIRBOATS**

Airboats are considered to be watercraft for the purposes of this policy. Therefore, with respect to Airboats, this policy:

1. Does not provide Section II - Liability Coverages, as an Airboat is considered to be an excluded watercraft because it is propelled by engine power other than an Inboard, outboard, or inboard-outdrive engine or motor.
2. Limits coverage for property to \$1,500, because Coverage C - Special Limits of Liability - Item 3, imposes that limit on watercraft of all types, including their trailers, furnishings and equipment.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDATORY ENDORSEMENT**

**When this endorsement is shown in the Declarations it amends any of the following forms to which it is attached:**

Homeowners Policies: HO 00 02 Broad Form, HO 00 03 Special Form, HO 00 04 Contents Broad Form,  
HO 00 06 Unit-Owners, HO 00 09 XL Form  
Country Squire Endorsement: CSQ 00 01

**DEFINITIONS**

The following definitions are added:

"Catastrophic ground cover collapse"

In Forms **HO 00 02, HO 00 03, HO 00 04, HO 00 06, and HO 00 09:**

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

- (1) The abrupt collapse of the ground cover;
- (2) A depression in the ground cover clearly visible to the naked eye;
- (3) "Structural damage" of the "principal building" insured under this policy, including the foundation; and
- (4) The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".

In Form **CSQ 00 01:**

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

- (1) The abrupt collapse of the ground cover;
- (2) A depression in the ground cover clearly visible to the naked eye;
- (3) "Structural damage" of the covered building insured under this policy, including the foundation; and
- (4) The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

"Principal Building"

In Forms **HO 00 02, HO 00 03, HO 00 04, and HO 00 09:**

"Principal building" means the dwelling where you reside on the "residence premises" shown in the Declarations, including structures attached to the dwelling. "Principal building" does not include any other buildings or structures at that location.

In Form **HO 00 06:**

"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.

"Structural Damage"

In Forms **HO 00 02, HO 00 03, HO 00 04, HO 00 06, and HO 00 09:**

"Structural damage" means a "principal building", regardless of the date of its construction, has experienced the following:

- (1) 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 represent a safety hazard as defined within the Florida Building Code;
- (2) 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" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
- (3) 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;

**DEFINITIONS (cont'd)**

- (4) 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
- (5) Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

**In Form CSQ 00 01:**

"Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:

- (1) 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 represent a safety hazard as defined within the Florida Building Code;
- (2) 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" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose or location;
- (3) 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;
- (4) 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

- (5) Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

**"Primary Structural Member"**

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

**"Primary Structural System"**

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

**SECTION I – PROPERTY COVERAGES**

In Forms HO 00 02, HO 00 03, HO 00 04, HO 00 06, and HO 00 09:

**Property Not Covered**, Item 3. is replaced with the following:

We do not cover:

**3. "Motor vehicles".** This includes:

- a. Their accessories, equipment and parts; or
- b. Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus as described in this item 3.b.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the "motor vehicle".

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

- a. Used solely to service an "insured's" residence; or
- b. Designed for assisting the handicapped.

**Property Not Covered**, Items 11. and 12. are added:

We do not cover:

- 11. Other buildings or structures under Coverage B – Other Structures for the peril of "Catastrophic ground cover collapse".
- 12. Water or steam.

In Forms HO 00 02, HO 00 03, HO 00 06, and HO 00 09: and

In Form CSQ 00 01 **ADDITIONAL COVERAGES – COVERAGES H, I, J:**

**ADDITIONAL COVERAGES**, Item 2. **Reasonable Repairs** is replaced with the following:

**2. Reasonable Emergency Measures**

- a. We will pay up to the greater of \$3000 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. However, if a covered loss occurs during a "hurricane occurrence", as defined in form **FHO 01 09A** attached to this policy, 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 2. 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;
  - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Section I – Conditions 2.;
  - (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

#### **SECTION I – PERILS INSURED AGAINST**

In Forms **HO 00 03** and **HO 00 09**; and in **HO 00 06** with **FHO 17 32 Unit-Owners Coverage A Special Coverage** endorsed:

2. e. (6) is replaced with the following:

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings regardless of the cause of the excluded event as outlined in Section I - Exclusions, whether loss occurs suddenly or gradually, involves isolated or widespread damage, arises from natural, internal, external, organic or artificial forces, or occurs as a result of any combination of these;

#### **SECTION I – PERILS INSURED AGAINST (cont'd)**

In Forms **HO 00 03** and **HO 00 09**:

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

For Coverage C, 17. Sinkhole Collapse, is deleted and replaced with:

17. "Catastrophic Ground Cover Collapse"

In Forms **HO 00 02**, **HO 00 04**, and **HO 00 06**:

17. Sinkhole Collapse, is deleted and replaced with:

17. "Catastrophic Ground Cover Collapse"

#### **SECTION III – PERILS INSURED AGAINST**

In Form **CSQ 00 01**:

15. Sinkhole Collapse, is deleted and replaced with:

15. "Catastrophic Ground Cover Collapse"

#### **SECTION I – EXCLUSIONS**

In Forms **HO 00 03** and **HO 00 09**:

1.b. **Earth Movement** is replaced with the following:

##### **b. Earth Movement**

"Earth movement" means:

- (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- (2) Landslide, mudslide or mudflow;
- (3) Subsidence, sinkhole or sinkhole activity; or
- (4) Any other earth movement including earth sinking, rising or shifting;

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

This Exclusion (1.b.) does not apply to loss by:

- (i) Theft; or
- (ii) "Catastrophic ground cover collapse".

In Forms **HO 00 02**, **HO 00 04**, and **HO 00 06**:

2. **Earth Movement** is replaced with the following:

##### **2. Earth Movement**

"Earth movement" means:

- (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- (2) Landslide, mudslide or mudflow;
- (3) Subsidence, sinkhole or sinkhole activity; or
- (4) Any other earth movement including earth sinking, rising or shifting;

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

This Exclusion (2.) does not apply to loss by:

- (i) Theft; or
- (ii) "Catastrophic ground cover collapse".

### SECTION III – EXCLUSIONS

In Form CSQ 00 01:

**2.b. Earth Movement** is replaced with the following:

#### b. Earth Movement

"Earth movement" means:

- (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- (2) Landslide, mudslide or mudflow;
- (3) Subsidence, sinkhole or sinkhole activity; or
- (4) Any other earth movement including earth sinking, rising or shifting;

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

This Exclusion (2.b.) does not apply to loss by:

- (i) Theft; or
- (ii) "Catastrophic ground cover collapse".

### SECTION I – CONDITIONS

In Form HO 00 04:

#### 2. Your Duties After Loss

Paragraph a. is replaced by the following:

- a. Give prompt notice to us or our agent, except that a claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm must be given to us in accordance with the terms of this policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of a claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this policy under the Suit Against Us Condition, including any amendment to that condition.

In Forms HO 00 02, HO 00 03, HO 00 06, and HO 00 09:  
and

In Form CSQ 00 01 SECTION III - CONDITIONS:

Item 2. Your Duties After Loss is replaced by the following:

#### 2. 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:

- a. 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:
  - (1) 72 hours after we are notified of the loss;
  - (2) The time of loss inspection by us; or
  - (3) The time of other approval by us;
- b.
  - (1) To the degree reasonably possible, retain the damaged property; and
  - (2) Allow us to inspect, subject to b.(1) above, all damaged property prior to its removal from the "residence premises";
- c. Notify police in case of loss by theft;
- d. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;
- e. Protect the covered property from further damage. The following must be performed:
  - (1) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under ADDITIONAL COVERAGES 2.  
A reasonable emergency measure under e.(1) 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;
  - (2) Keep an accurate record of repair expenses;
- f. Cooperate with us in the investigation of a claim;
- g. Prepare an inventory of damaged or stolen personal property showing the:
  - (1) Quantity;
  - (2) Description;
  - (3) Actual cash value; and
  - (4) Amount of loss.Attach all bills, receipts and related documents that justify the figures in the inventory;
- h. As often as we require:
  - (1) Show the damaged property;
  - (2) Provide us with records and documents we request and permit us to make copies;
  - (3) You or any "insured" under this Policy must:
    - (a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and
    - (b) Sign the same;
  - (4) 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:

(a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and

(b) Sign the same.

(5) Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this Policy other than an "insured" in h.(3) or h.(4) above, must:

(a) Submit to examinations under oath and recorded statements, while not in the presence of any "insured"; and

(b) Sign the same.

i. 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:

(1) The time and cause of loss;

(2) The interest of the "insured" and all others in the property involved and all liens on the property;

(3) Other insurance which may cover the loss;

(4) Changes in title or occupancy of the property during the term of the policy;

(5) Specifications of damaged buildings and detailed repair estimates;

(6) The inventory of damaged or stolen personal property described in 2.g. above;

(7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and

(8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

j. A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm must be given to us in accordance with the terms of this policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of a claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this policy under the Suit Against Us Condition, including any amendment to that condition.

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.

In Forms HO 00 02, and HO 00 03:

### 3. Loss Settlement

Paragraph b.(4) is replaced by the following:

(4) We will settle the loss as follows:

(a) If the Mobilehome Endorsement is not made a part of this policy, we will settle the loss as noted in b.(1) of this provision. If b.(2) is not applicable, we will settle the loss as follows:

(i) We will initially pay the actual cash value of the building damage, minus any applicable deductible.

(ii) We will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred.

(iii) If a total loss, we will pay the replacement cost amount without deduction for depreciation.

(b) If the Mobilehome Endorsement is made a part of this policy:

(i) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in b.(1) and b.(2) of this provision.

However, if the cost to repair or replace the damage is both less than five percent of the amount of insurance in this policy on the building; and less than \$2,500; we will settle the loss according to the provisions of b.(1) and b.(2) of this provision whether or not actual repair or replacement is complete.

(ii) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition 3. Loss Settlement, provided you notify us of your intent to do so within 180 days after the date of loss.

Paragraph b.(5) is deleted.

In Form HO 00 09:

### 3. Loss Settlement

Paragraph c.(4) is replaced by the following:

(4) We will settle the loss as noted in c.(1) of this provision. If c.(2) is not applicable, we will settle the loss as follows:

(i) We will initially pay the actual cash value of the building damage, minus any applicable deductible.

- (ii) We will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred.
- (iii) If a total loss, we will pay the replacement cost amount without deduction for depreciation.

Paragraph c.(5) is deleted.

In Form HO 00 06:

**3. Loss Settlement**

Paragraph b. is replaced by the following:

- b. Coverage A – Dwelling, at the actual cost to repair or replace.  
In this provision, the terms "repaired" and "replaced" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that you elected to purchase coverage for these increased costs by endorsement.

In Forms HO 00 02, HO 00 03, HO 00 06, and HO 00 09:

**9. Our Option** is replaced by the following:

If at the time of loss:

- a. The Mobilehome Endorsement is made a part of this policy, and we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- b. The Mobilehome Endorsement is not made a part of this policy and the damaged property is:
  - (1) Not insured for Replacement Cost Loss Settlement as outlined in Section I – Conditions, Loss Settlement, and we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
  - (2) Insured for Replacement Cost Loss Settlement as outlined in Section I – Conditions, Loss Settlement, we will pay the amount of loss as noted in Paragraph 3.b.(4)(a) of the Loss Settlement provision (This is Paragraph 3.c.(4) in Form HO 00 09; and Paragraph 3.b. in Form HO 00 06).

In Forms HO 00 02, HO 00 03, HO 00 04, HO 00 06, and HO 00 09:

**10. Loss Payment** is replaced by the following:

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:

- a. 20 days after we receive your proof of loss and reach written agreement with you;
- b. 60 days after we receive your proof of loss and:
  - (1) There is an entry of a final judgment; or
  - (2) There is a filing of an appraisal award or a mediation settlement with us; or
- c. If payment is not denied, within 90 days after we receive notice of an initial, reopened or supplemental claim. However, this provision (10.c.) does not apply if factors beyond our control reasonably prevent such payment.

In Form CSQ 00 01;

**11. Loss Payment** is replaced by the following:

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:

- a. 20 days after we receive your proof of loss and reach written agreement with you;
- b. 60 days after we receive your proof of loss and:
  - (1) There is an entry of a final judgment; or
  - (2) There is a filing of an appraisal award or a mediation settlement with us; or
- c. If payment is not denied, within 90 days after we receive notice of an initial, reopened or supplemental claim. However, this provision (11.c.) does not apply if factors beyond our control reasonably prevent such payment.

**SECTION II – EXCLUSIONS**

In Forms HO 00 02, HO 00 03, HO 00 04, HO 00 06, HO 00 09 and CSQ 00 01:

Exclusion 1.f. is replaced with the following:

- f. Arising out of:
  - (1) The ownership, maintenance, use, loading or unloading of "motor vehicles" or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
  - (2) The entrustment by an "insured" of a "motor vehicle" or any other motorized land conveyance to any person;
  - (3) The failure to supervise or negligent supervision of any person by an "insured" in connection with a "motor vehicle" or any other motorized land conveyance; or
  - (4) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1), (2) or (3) above.

This exclusion (f) does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) Not owned by an "insured"; or
  - (b) Owned by an "insured" while being used on an "insured location";
- (3) A motorized golf cart, but only while being used to play golf on a golf course;
- (4) A vehicle or conveyance not subject to motor vehicle registration which is:
  - (a) Used solely to service an "insured's" residence;
  - (b) Designed to assist the handicapped and, at the time of an "occurrence", it is:
    - (i) Being used to assist a handicapped person; or
    - (ii) Parked on an "insured location"; or
  - (c) In dead storage on an "insured location".

In Form **CSQ 00 01**:

In Exclusion 1.f. add:

This exclusion (f) does not apply to:

- (5) A farm tractor and other farm machinery designed for use off public roads as implements for cultivating or harvesting.

In Forms **HO 00 02, HO 00 03, HO 00 04, HO 00 06, HO 00 09** and **CSQ 00 01**:

Exclusion 1.g. is replaced by the following:

g. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;
- (2) The entrustment by an "insured" of an excluded watercraft described below to any person;
- (3) The failure to supervise or negligent supervision of any person by an "insured" in connection with an excluded watercraft described below; or
- (4) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured". This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:

- (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less, including those that power a water jet pump, not owned by an "insured";
- (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower, including those that power a water jet pump, not owned by or rented to an "insured";
- (c) One or more outboard engines or motors with 25 total horsepower or less;
- (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
- (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
  - (i) You acquire them prior to the policy period; and
    - (a) You declare them at policy inception; or
    - (b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.
  - (ii) You acquire them during the policy period.

This coverage applies for the policy period.

- (2) That are sailing vessels, with or without auxiliary power:
  - (a) Less than 26 feet in overall length;
  - (b) 26 feet or more in overall length, not owned by or rented to an "insured".
- (3) That are stored.

## SECTION II – CONDITIONS

In Forms **HO 00 02, HO 00 03, HO 00 04, HO 00 06, and HO 00 09**:

3. **Duties After Loss**, item f. is added:

f. As often as we reasonably require:

1. Provide us with records and documents we request and permit us to make copies; and
2. Submit to examination under oath, while not in the presence of any other person seeking coverage or claim for damages, and sign the same.

## **SECTION I AND II – CONDITIONS**

In Forms HO 00 02, HO 00 03, HO 00 04, HO 00 06, and HO 00 09:

### **13. Notification Regarding Access** is added as follows:

If we require access to an "insured" or claimant or to the insured property that is the subject of a claim, we must provide at least 48 hours notice to you, the "insured", or the claimant, or your or the claimant's public adjuster or legal representative, before scheduling a meeting with you, the "insured", or the claimant or prior to conducting an onsite inspection of the insured property. You, the "insured", or the claimant may deny access to the property if the notice has not been provided or may waive the 48-hour notice.

In Form CSQ 00 01:

### **2. Notification Regarding Access** is added as follows:

If we require access to an "insured" or claimant or to the insured property that is the subject of a claim, we must provide at least 48 hours notice to you, the "insured", or the claimant, or your or the claimant's public adjuster or legal representative, before scheduling a meeting with you, the "insured", or the claimant or prior to conducting an onsite inspection of the insured property. You, the "insured", or the claimant may deny access to the property if the notice has not been provided or may waive the 48-hour notice.

All other provisions of this policy apply.



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

## **CANCELLATION AND NONRENEWAL PROVISIONS – FLORIDA**

For the purposes of this endorsement, the following definition is added:

### **"Hurricane Occurrence"**

A "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.

### **SECTIONS I AND II – CONDITIONS**

**2. Concealment or Fraud** is replaced by the following:

#### **2. Concealment or Fraud.**

- a. Under Section I – Property Coverages, with respect to all "insureds" covered under this policy, we provide no coverage for loss under Section I – Property Coverages if, whether before or after a loss, any "insureds" 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.
- b. Under Section II – Liability Coverages, we do not provide coverage to any "insureds" who, whether before or after a loss, 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.

**5. Cancellation** is replaced by the following:

#### **5. Cancellation**

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" 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 "residence premises", by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - (1) When you have not paid the premium, we may cancel during this period by letting you know at least 10 days before the date cancellation takes effect.
  - (2) If:
    - (a) There has been a material misstatement or fraud related to the claim;
    - (b) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
    - (c) We have paid policy limits; we may cancel during this period by letting you know at least 45 days before the date cancellation takes effect.
  - (3) We shall be entitled to collect any additional premium required to keep the policy in effect during this period.

However, this provision **5.b.(3)** does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

**c.** If the conditions described in Paragraph **5.b.** do not apply, we may cancel only for the following reasons:

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

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

**(b)** When this policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:

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

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

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

Except as provided in Paragraphs **5.c.(1)** and **5.c.(2)(a)** of this provision, we will let you know of our action at least 20 days before the date cancellation takes effect.

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

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

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

**(iii)** In the event of failure to comply, within 90 days of the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;

**(iv)** If the cancellation is for all insureds under policies of this type for a given class of insureds;

**(v)** 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;

**(vi)** 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.

**(d)** When this policy has been in effect for more than 90 days, we may not cancel:

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

**(ii)** On the basis of credit information available in public records.

**(e)** If any of the reasons listed in Paragraphs **5. c. (2) (c) (i - vi)** apply, we will provide written notice at least 120 days before the date cancellation takes effect.

**d.** If the date of cancellation becomes effective during a "hurricane occurrence":

**(1)** The date of cancellation will not become effective until the end of the "hurricane occurrence"; and

**(2)** We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the policy remains in effect.



However, this provision (5.d.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

- e. We may cancel this policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early cancellation of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition or lack of adequate reinsurance coverage for hurricane risk or other relevant factors.
- f. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- g. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within 15 days after the date cancellation takes effect.

6. **Nonrenewal** is replaced by the following:

6. **Nonrenewal**

a. We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice:

- (1) If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" 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 "residence premises", we may elect not to renew this policy only if:

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

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

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

However, this provision 6.a.(2) 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 6.a.(1) do not apply, we may elect not to renew this policy by providing written notice at least 120 days before the expiration date of this policy.

b. 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;
- (2) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (3) On the basis of filing of claims for loss caused by sinkhole damage, unless:
  - (a) The total of such property claim payments equals or exceeds the policy limits of the policy in effect on the date of loss for property damage to the "principal building"; or
  - (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
- (4) On the basis of the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or
- (5) On the basis of credit information available in public records.

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

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

However, this provision (6.c.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

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

All other provisions of this policy apply.

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

## **AMENDATORY ENDORSEMENT - WATER EXCLUSION**

(FOR USE WITH FORMS HO 00 03 AND HO 00 09)

### **SECTION I – EXCLUSIONS**

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

**c. Water**

This means:

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

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

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

This Exclusion (1.c.) applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in 1.c.(1) through 1.c.(4), is covered.

All other provisions of this policy apply.



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

## **ADJUSTED BUILDING COST ENDORSEMENT**

It is agreed that the limit for **SECTION I, Coverage A - Dwelling**, shown in the Declarations of this policy, will be adjusted at each policy renewal. This adjustment will reflect the rate of change in the replacement cost of your dwelling. The resulting limit will be rounded to the nearest \$100.

**SECTION I, Coverages B (Other Structures), C (Personal Property) and D (Loss of Use)** will also be adjusted. The rules then in use by us will determine the new limits for these coverages.

These limits will not be reduced without your consent. We have the right to change to another replacement cost calculation tool as of any renewal date. We will give you at least 30 days prior written notice if we do this. Such change must apply to all similar policies issued by us.

All other provisions of this policy apply.

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**ORDINANCE OR LAW COVERAGE**


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**SECTION I - PROPERTY COVERAGES**

For an additional premium, under **SECTION I - EXCLUSIONS, Ordinance or Law**, the following is specifically provided under this policy:

- a. You may use up to 50% of the limit of liability that applies to Coverage A (or for Form HO 0004 you may use up to 50% of the limit of liability that applies to Building Additions and Alterations) for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- c. We do not cover:
- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
  - (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.
- Pollutants means 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.
- With respect to Form HO 0004, the words 'covered building' used above, refer to property covered under Additional Coverage 10., Building Additions and Alterations.
- This coverage is additional insurance.
- All other provisions of this policy apply.

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

**CALENDAR YEAR HURRICANE  
DEDUCTIBLE (PERCENTAGE) WITH SUPPLEMENTAL  
RECORD KEEPING REQUIREMENT – FLORIDA**  
ALL FORMS EXCEPT HO 0004 AND HO 0006

**SCHEDULE\***

**Calendar Year Hurricane Deductible Amount:**

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

**A. Loss By Windstorm During A Hurricane**

With respect to Paragraphs C. and D., 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. Hurricane Described**

1. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
2. A hurricane occurrence:
  - a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
  - b. 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.

**C. Calendar Year Hurricane Deductible Described**

A hurricane deductible issued by us or another insurer in our insurer group:

1. Can be exhausted only once during each calendar year; and
2. Applies to loss to Covered Property caused by one or more hurricanes during each calendar year.

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 percentage amount shown in the Schedule above.

A minimum deductible of \$500 applies.

**D. 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 deductible stated in the Schedule.
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.

The remaining dollar amount of the calendar year hurricane deductible is determined by subtracting all previous windstorm losses caused by hurricanes during the calendar year from the calendar year hurricane deductible.

3. If:

- a. Covered property is insured under more than one policy issued by us or another insurer in our insurer group; and
- b. 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 1st of a calendar year, the following provisions apply:

- a. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy, and 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 1st of the following calendar year.
- b. If the renewal or replacement policy provides a lower hurricane deductible than the prior policy and 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 described in Paragraph 2.

5. We require that you maintain receipts or other records of such hurricane losses that are below the hurricane deductible, and provide us with such receipts as often as we reasonably require, so that we may consider the amount of such loss when adjusting claims for subsequent hurricane occurrences that occur during the calendar year.

**E. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

FOR USE WITH FORM HO 0003 AND HO 0009

### SCHEDULE\*

1.	Section I – Property Coverage Limit Of Liability for the Additional Coverage "Fungi", Wet Or Dry Rot, Or Bacteria	\$ 10,000 \$ 20,000	Each Covered Loss Policy Aggregate
2.	Section II – Coverage E Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria	\$ 50,000	
*Entries may be left blank if shown elsewhere in this policy for this coverage.			

### DEFINITIONS

The following definition is added:

#### "Fungi"

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- b. Under Section II, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

### SECTION I – PROPERTY COVERAGES

#### ADDITIONAL COVERAGES

The following Additional Coverage is added:

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

- a. The amount shown in the Schedule above is the most we will pay for:
  - (1) The total of all loss payable 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. The **Each Covered Loss** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage resulting from any one covered loss; and

The **Policy Aggregate** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage for all covered losses, regardless of the number of locations insured under this endorsement or number of claims-made.

- d. 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 causes 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.

(This is Additional Coverage 16, in form HO 00 09.)

## SECTION I – PERILS INSURED AGAINST

### Coverage A – Dwelling and Coverage B – Other Structures

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

- (3) Smog, rust or other corrosion;

Paragraph 2.e.(9) is added:

- (9) Constant or repeated seepage or leakage of water 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 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.

## SECTION I – EXCLUSIONS

Exclusion 1.i. is added.

### i. "Fungi", Wet Or Dry Rot, Or Bacteria

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

This exclusion does not apply:

- (1) When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- (2) 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.

## SECTION II – CONDITIONS

Condition 1.a. **Limit Of Liability** is deleted and replaced by the following:

### 1. a. Limit Of Liability

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 will be considered to be the result of one "occurrence".

However, 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 the Section II – Coverage E Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

- (1) Number of locations insured under the policy to which this endorsement is attached;
- (2) Number of persons injured;
- (3) Number of persons whose property is damaged;
- (4) Number of "insureds"; or
- (5) 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.

With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in 1.a. **Limit Of Liability** of this endorsement, Condition 2. **Severability Of Insurance** is deleted and replaced by the following:

### 2. Severability Of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section II – Conditions 1.a., **Limit Of Liability**. This condition will not increase the limit of liability for this coverage.

## SECTION I AND II – CONDITIONS

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

### 1. Policy Period

This policy applies only to loss or costs in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SINKHOLE LOSS COVERAGE – FLORIDA

(FOR USE WITH FORMS HO 00 02, HO 00 03, HO 00 04 AND HO 00 09)

### DEFINITIONS

The following definitions are added:

1. "Sinkhole activity" means settlement or systematic weakening of the earth supporting the "principal 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.
2. "Sinkhole loss" means "structural damage" to the "principal building" including its foundation:
  - a. Arising out of; or
  - b. Caused by;  
"sinkhole activity".

### SECTION I – PROPERTY COVERAGES

The following is added:

#### Sinkhole Loss Coverage

We insure for:

1. Direct physical loss to the "principal building" covered under Section I, (excluding other buildings or structures under Coverage B – Other Structures), caused by a "sinkhole loss", including the costs incurred to:
  - a. Stabilize the land and the "principal building"; and
  - b. Repair its foundation;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
2. Direct physical loss to other property covered under Section I, Coverage C – Personal Property, but, only if there is "structural damage" to the "principal building" caused by "sinkhole loss".

### SECTION I – EXCLUSIONS

With respect to coverage provided by this endorsement:

1. The **Earth Movement** Exclusion does not apply.
2. We do not insure for loss caused by "catastrophic ground cover collapse".

### SECTION I – CONDITIONS

#### 2. Your Duties After Loss.

With respect to coverage provided by this endorsement, paragraph a. of the **Your Duties After Loss** Condition is replaced by the following:

- a. Give prompt notice to us or our agent, except that notice of any initial, supplemental or reopened claim for "sinkhole loss" must be provided to us in accordance with the terms of this policy within two 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.)

#### 3. Loss Settlement

With respect to a loss to the "principal building" covered under Coverage A caused by a "sinkhole loss", Paragraph 3.b. (4) (this is paragraph 3.c. (4) in **FORM HO 00 09**) of the **Loss Settlement** Condition is replaced by the following:

We will pay for the loss as follows:

- (4) 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 set forth in the professional engineer's report. You must enter into a contract for the performance of building stabilization and foundation repairs within 90 days after we confirm coverage of "sinkhole loss" and notify you of such confirmation. This time period is tolled if either party invokes the neutral evaluation process, and begins again 10 days after the conclusion of the neutral evaluation process. 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.

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

- (a) Less than 5% of the amount of insurance in this policy on the building; and
- (b) 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.

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 a reduction for the repair expenses incurred.

The stabilization and all other repairs to the "principal building" must be completed within 12 months after entering into the contract unless:

- (a) There is a mutual agreement between us and you;
- (b) The claim is involved with the neutral evaluation process;
- (c) The claim is in litigation; or
- (d) The claim is under appraisal or mediation.

#### 6. Mediation or Appraisal

With respect to coverage provided by this endorsement, paragraph a. of the **Mediation or Appraisal** Condition is replaced by the following:

#### 6. Neutral Evaluation

- a. 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 "principal 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 to 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 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.

We will pay the reasonable costs associated with the neutral evaluation.

#### 8. Suit Against Us

With respect to coverage provided by this endorsement, the **Suit Against Us** Condition is replaced by the following:

#### 8. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section 1 of this policy and the action is started within 5 years after the date of loss; except that 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.

#### ADDITIONAL CONDITIONS:

The following conditions are added:

#### Unlawful Rebates

You may not accept a rebate from any person performing repairs to damaged property. If you receive a rebate, coverage is void and you must refund the amount of the rebate to us.

#### Filing of Sinkhole Report

As a precondition to accepting payment for a "sinkhole loss", you must file with the county clerk of the court a copy of any sinkhole report regarding the insured property that was prepared on your behalf or at your request. You shall bear the cost of filing and recording the sinkhole report. The recording of the report does not:

- (a) Constitute a lien, encumbrance, or restriction on the title to real property or constitute a defect in the title to the real property.
- (b) Create any cause of action or liability against any grantor of the real property for breach of any warranty of good title or warranty against encumbrances; or
- (c) Create any cause of action or liability against a title insurer that insures the title of the real property.

### Your Right to Test for Sinkhole Loss

- a. If we deny your claim for "sinkhole loss" without performing such tests as sufficient to determine the presence or absence of "sinkhole loss" or other cause of damage within reasonable professional probability, you may demand testing. Your written demand for testing must be communicated to us within 60 days after you receive our denial of your claim.

If you demand testing, you shall pay 50 percent of the actual costs of the analyses and services provided or \$2,500, whichever is less. If our engineer or geologist provides written certification of a "sinkhole loss", we will reimburse you for the costs.

- b. If we 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" in bad faith and you requested the testing, analysis and services we provided, then, you shall pay 50 percent of the actual costs of the testing, analyses and services provided or \$2,500, whichever is less. This provision (b.) applies only if before ordering the testing, analysis and services, we informed you in writing of your potential liability for reimbursement and gave you an opportunity to withdraw the claim.

All other provisions of this policy apply.

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

**SINKHOLE LOSS COVERAGE DEDUCTIBLE (PERCENTAGE)**

A "Sinkhole Loss" deductible applies to covered property, when loss is caused by the peril of "Sinkhole Loss". We will pay only that part of the total of all loss or damage payable under Section I – Property Coverages that exceeds the "Sinkhole Loss" Coverage percentage deductible stated in the Declarations.

Your "Sinkhole Loss" deductible is determined as follows:

1. For forms **HO 00 02, HO 00 03, and HO 00 09**, multiply the Coverage A limit of liability indicated in your Declarations by the specified percentage amount;
2. For forms **HO 00 04 and HO 00 06**, multiply the Coverage C limit of liability indicated in your Declarations by the specified percentage amount.

A minimum deductible of \$500 applies.

No other deductible applies to the peril of "Sinkhole Loss".

All other provisions of this policy apply.

**HURRICANE EXCLUSION - SCREENED ENCLOSURES**

The following additional exclusion is added to **SECTION I – EXCLUSIONS**:

1. We do not insure under Coverage A – Dwelling or Coverage B – Other Structures for loss caused, directly or indirectly, by the peril of windstorm during a hurricane to the following property: screening and supports enclosing or partially enclosing pools or similar areas, and having its roof and two or more sides made, in whole or in part, of screening material, whether a separate structure or attached to a building. This includes, but is not limited to, pool cages and similar structures.
2. For the purposes of this endorsement, a hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service. This exclusion is in effect beginning at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service, and ending 72 hours following the termination of the last hurricane watch or hurricane warning issued for that particular storm in any part of Florida by the National Hurricane Center of the National Weather Service.
3. Coverage, for the peril of windstorm during a hurricane, to screened enclosures may be available for an additional premium.

All other provisions of this policy apply.

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

**SOLAR PANEL(S), SOLAR WATER HEATING SYSTEM(S),  
AND WIND GENERATOR(S) EXCLUSION**

With respect to this endorsement, the provisions of the policy apply unless modified by the endorsement.

**A. Definitions**

The following definitions are added:

"Solar panel" means a thin panel consisting of solar cells (photovoltaic cells) used to generate electricity directly from sunlight.

"Solar water heating system", including and not limited to, "solar panel(s)", pipes supplying and returning water to "solar panel(s)", equipment or devices controlling solar water heating systems.

"Wind generator" means a device for converting wind power to mechanical rotation with a low velocity turbine designed for compressible fluids (air) for producing electricity.

**B. Exclusion**

This policy does not cover "solar panel(s)", "solar water heating system(s)", "wind generator(s)" or any of their components such as, but not limited to, pipes supplying and returning water to "solar panel(s)", inverters, batteries, mounting poles, mounting brackets, or interconnecting wiring associated with "solar panel(s)", "wind generator(s)", "solar water heating system(s)", all whether attached to the dwelling or not, including the cost to remove, reset and/or replace "solar panel(s)", "solar water heating system(s)", or "wind generator(s)", whether affecting repairs to covered property to which it is attached or not.

All other provisions of this policy apply.

**PREMISES ALARM OR  
FIRE PROTECTION SYSTEM**

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For a premium credit, we acknowledge the installation of an alarm system or automatic sprinkler system approved by us on the "residence premises." You agree to maintain this system in working order and to let us know promptly of any change made to the system or if it is removed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### PERSONAL INJURY

For an additional premium, under Coverage E – Personal Liability, the definition "bodily injury" is amended to include personal injury.

"Personal injury" means injury arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment, or malicious prosecution;
2. Libel, slander or defamation of character; or
3. Invasion of privacy, wrongful eviction or wrongful entry.

Section II Exclusions do not apply to personal injury. Personal injury insurance does not apply to:

1. Liability assumed by the "insured" under any contract or agreement except any indemnity obligation assumed by the "insured" under a written contract directly relating to the ownership, maintenance or use of the premises;
2. Injury caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of an "insured";
3. Injury sustained by any person as a result of an offense directly or indirectly related to the employment of this person by the "insured";
4. Injury arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";
5. Civic or public activities performed for pay by an "insured"; or
6. Injury to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

All other provisions of this policy apply.

## YOUR HURRICANE DEDUCTIBLE NOTICE

Under Florida Law, for residential property insurance, we have elected to issue or renew your policy with a Hurricane Deductible of up to 2%, unless you had previously selected a higher deductible. Your Hurricane Deductible is shown on your policy's declarations. If the insured value of your dwelling is at least \$100,000, but less than \$250,000, we guarantee we will not nonrenew your policy, for reasons of reducing our exposure to hurricane losses, for at least one renewal period. We also offer higher Hurricane Deductibles of 5% and 10%.

### Other Perils (i.e. Fire, Theft, etc.) Deductible Options:

Our standard Other Perils deductible is \$500. We also offer higher Other Perils deductibles.

We encourage you to review deductible options with your local Farm Bureau agent. Premium savings will be realized by electing higher deductible amounts.

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**NO COVERAGE IS PROVIDED BY THIS DISCLOSURE NOTICE NOR DOES THIS NOTICE REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES AND DEDUCTIBLES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THESE NOTICES THE PROVISIONS OF THE POLICY WILL PREVAIL.**

*Florida Farm Bureau General Insurance Co. Florida Farm Bureau Casualty Insurance Co.*

IL HURNOT-02 (01/06)

**NOTE: The offer to select optional deductible amounts is good only until 06/16/2018 and is based on the current amount of the insurance on your home. If you anticipate changing the amount of insurance on your home, please contact your agent prior to the above date, as it may change the terms of this offer. Once a deductible is chosen, it is effective as of this date and may not be changed during the policy period.**

## HOMEOWNERS POLICY

### NOTICE OF IMPORTANT COVERAGE CHANGES

#### ADDITIONAL COVERAGES

We are required to notify you of two ADDITIONAL coverages included in your Homeowners Policy and make up a part of your policy's premium. These coverages are:

**(1) REPLACEMENT COST COVERAGE**

If your dwelling is damaged or destroyed, by a peril insured against, the amount of your claim payment will be based on replacement costs of the damaged portions. Depreciation will not be used in determining the amount we will pay for damage to your dwelling. The maximum we will pay for any one loss is the limit shown on your Declarations page.

**(2) ORDINANCE OR LAW COVERAGE**

If your dwelling is damaged or destroyed, by a peril insured against, this coverage will pay for necessary repairs and replacements to your dwelling due to existing laws and ordinances that apply to repair and replacement. You may use, as additional amount of insurance, up to the percentage amount, as stated in your Ordinance or Law Coverage endorsement, of the Coverage A - Dwelling limit shown on your Declarations page for this coverage. For Homeowners Form HO 00 04 the percentage amount would be applied to the limit of liability that applies to Building Additions and Alterations Coverage.

The Options for this coverage are:

- (a) up to 25%; or
- (b) up to 50%

of the Coverage A - Dwelling limit. For Homeowners Form HO 00 04 the percentage amount would be applied to the limit of liability that applies to Building Additions and Alterations Coverage.

**Ordinance or Law Coverage is excluded in its entirety if you rejected it in writing.**

Your policy's declarations will indicate which option you selected for Ordinance or Law Coverage.

If you previously selected the "up to 25%" Option or rejected Ordinance or Law Coverage in its entirety, you may want to select a higher limit Option of "up to 50%". We encourage you to review the available Ordinance or Law Coverage options with your local Farm Bureau Agent.

**NO COVERAGE IS PROVIDED BY THIS DISCLOSURE NOTICE NOR DOES THIS NOTICE REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

*Florida Farm Bureau Casualty Insurance Company*

*Florida Farm Bureau General Insurance Company*

93-7-4366 (Rev. 10/05)

**HOMEOWNERS / MOBILEHOMEOWNERS INSURANCE  
OUTLINE OF COVERAGE**

**THE FOLLOWING OUTLINE OF COVERAGE IS FOR INFORMATIONAL PURPOSES ONLY. FLORIDA LAW PROHIBITS THIS OUTLINE FROM CHANGING ANY PROVISIONS OF THE INSURANCE CONTRACT WHICH IS THE SUBJECT OF THIS OUTLINE. ANY ENDORSEMENTS REGARDING CHANGES IN TYPES OF COVERAGE, EXCLUSIONS, LIMITATIONS, REDUCTIONS, DEDUCTIBLES, COINSURANCE, RENEWAL PROVISIONS, CANCELLATION PROVISIONS, SURCHARGES, OR CREDITS WILL BE SENT SEPARATELY.**

**POLICY COVERAGES** - The following is a brief description of each of the principal coverage features:

**SECTION I – PROPERTY COVERAGE:**

**COVERAGE A** covers your dwelling, including structures attached. Coverage A applies to real property owned by you.

**COVERAGE B** covers private, non-business structures at your residence, detached from the dwelling, such as a garage, fence, swimming pool, or guest house.

**COVERAGE C** covers your personal property such as clothes and furniture. Certain special limits apply. For example a special limit of \$200 to money or \$1,500 for theft of jewelry may apply. You should review these special limits in Section I, of your policy, along with the kinds of property which are not covered, such as motorized vehicles and property of roomers or boarders.

**COVERAGE D** Additional Living Expense provides for payments to you if you temporarily cannot continue to live in your residence because of a covered loss to your dwelling.

**Perils Insured Against:** The following is a general description of the coverages provided by the individual Homeowners forms. Your policy should be consulted for exact contract conditions.

PERIL	FORMS			
	HO 00 02 BROAD FORM	HO 00 03 SPECIAL FORM	HO 00 04 HO 00 06	HO 00 09 HXL FORM
Fire or Lightning	Yes	Yes	Yes – Coverage C	Yes
Windstorm or Hail, Explosion, Riot or Civil Commotion, Aircraft, Vehicles or Smoke	Yes	Yes	Yes – Coverage C	Yes
Vandalism or Malicious Mischief	Yes	Yes	Yes – Coverage C	Yes
Theft	Yes	Yes	Yes – Coverage C	Yes
Breakage of glass or safety glazing material	Yes	Yes	Yes – Coverage C	Yes
Volcanic Eruption	Yes	Yes	Yes – Coverage C	Yes
Falling objects; Weight of ice, snow or sleet; Accidental discharge of water or steam; Sudden and accidental tearing apart of a heating system or appliance; Freezing; Sudden accidental damage from electrical current	Yes	Yes	Yes – Coverage C	Yes
Additional risks with certain exceptions (Special Coverage)	No	Yes Coverage A, B, D	No	Yes Coverage A, B, D

**HOMEOWNERS / MOBILEHOMEOWNERS INSURANCE  
OUTLINE OF COVERAGE**

**Property Exclusions:** The principal exclusions in your property coverage are briefly referred to here: Loss from earth movement (other than catastrophic ground cover collapse), water damage from flood and other surface or wind-driven waters, power failure, neglect, war, and nuclear hazards.

**SECTION II – LIABILITY COVERAGE:** Your policy covers you for your legal liability for bodily injury or property damage to others, arising out of your residence or the personal activities of you and your family members away from the residence. Coverage does not apply to liability resulting from your business pursuits, motor vehicles, or certain kinds of watercraft.

**Coverage Modifications:** The Homeowners / Mobile Home Program is very flexible, providing numerous ways to accommodate any special needs you may have. Some of the more common optional coverages include: Specifically scheduled coverage on property such as jewelry, furs, silverware, and fine arts; liability coverage for boats and outboard motors; coverage at an additional residence; coverage for business property; and liability for business pursuits.

**Renewal and Cancellation Provisions:** You may cancel the policy at any time for any reason. Our rights to cancel or nonrenew your policy are limited to those conditions described in your policy. If we intend to cancel or refuse renewal of your policy, we must send you a notice telling the reasons for our action and give you advance notice of the cancellation or nonrenewal date.

**Premium Credits and Surcharges:** Your basic premium, endorsements, discounts and total premium are all shown and itemized in your policy declarations.

Some other factors that affect the price you pay include:

**FIRE PROTECTION:** One of the variables affecting how much you pay for homeowners' insurance is your area's fire protection rating. The Insurance Services Office (ISO) conducts periodic surveys of each city, town, municipality or fire district in the state. Based on this survey, ISO issues a rating on a scale of 1 to 10 for each area it has surveyed, with 1 being the best and 10 the worst. A community receiving a 1 is able to provide the best possible fire protection to homeowners living there and therefore deserves a lower premium.

**CONSTRUCTION:** The type of construction of your home is also a significant variable in determining how much you pay for homeowners' insurance. For example: Frame construction is more susceptible to fire losses and therefore requires a higher fire premium than masonry type construction.

Homes constructed on or after 1995 may be subject to the Building Code Effectiveness Grading Schedule (BCEGS). BCEGS is designed to review your community's public code enforcement capabilities and performance to develop a relative Building Code Effectiveness Classification of 1 to 10, with 1 being the best and 10 the worst. BCEGS does not apply to mobile homes. Mobile homes constructed on or after 1994, which comply with the American Society of Civil Engineers Standard ANSI/ASCE 7-88 and state tie-down requirements, are eligible for a reduction in premium. Other mobile home construction factors, such as roof and foundation composition, may result in a premium reduction.

Wind mitigation is a significant variable in determining how much you pay for homeowners' insurance. Site built homes constructed after March 1, 2002 are built to the latest Florida building code and receive a premium reduction reflecting the windstorm mitigation requirements of the code. Shape of roof, roof covering, roof-wall connection, roof deck attachment, opening protection, and secondary water resistance (SWR) features, are all features that affect the premium you pay.

**HOMEOWNERS / MOBILEHOMEOWNERS INSURANCE  
OUTLINE OF COVERAGE**

**DISCOUNTS:** Reductions in premium are given for certain conditions that help to reduce or prevent losses. If you are receiving one or more of these discounts it will be described and reflected in your policy declarations.

**Protective Devices:** these include fire, smoke, and burglar alarms, sprinkler systems, and windstorm protective devices.

**Wind Mitigation:** shape of roof, roof covering, roof-wall connection, roof deck attachment, opening protection; and secondary water resistance (SWR) features are all features that affect the premium you pay.

**New Homes:** discount for homes built within the last several years, in accordance with our manual rules. (Does not apply to mobile home, renters, or unit owners policy forms.)

**Claims Free:** for policyholders that have been insured with us for the past three years and have not had any claims. (Does not apply to mobile homes.)

**Home and Auto Discount:** when we insure both your auto(s) (under a qualified Auto Policy program) and your home (Does not apply to mobile homes.)

Still Have Questions?

Your local Florida Farm Bureau Agent will be glad to answer any questions that you may have about your Homeowners' / Mobile Home insurance. Better yet, ask your agent for an "Account Survey" to assure that your total insurance program is up-to-date. Helping you is what we do best.

## A Joint Privacy Notice

**On Behalf Of: Florida Farm Bureau General Insurance Company and Florida Farm Bureau Casualty Insurance Company.** When you see the words *we, us, or our* within this *Joint Privacy Notice*, you should understand that those words include Florida Farm Bureau General Insurance Company and Florida Farm Bureau Casualty Insurance Company.

### **Our Commitment To Safeguarding Your Privacy**

This *Joint Privacy Notice* is being provided to you to inform you of our practices and procedures regarding the sharing of *nonpublic personal information*. Nonpublic personal information is *personally identifiable financial information* about you, your family, or your household that we may obtain directly from you, that we may obtain as a result of our business dealings with you, or that we may obtain from any other source.

We do not engage in the practice of disclosing your nonpublic personal information to nonaffiliated third parties other than, as necessary, to provide quality insurance and financial services to our customers. For instance, we do not sell your name, address or telephone number to telemarketers or to direct mail solicitors. We do not engage in "list-selling", and we do not offer your personal information to publishing houses, retailers, or coupon companies.

During the continuation of our customer relationship with you, we will also provide you with a copy of this *Joint Privacy Notice* at least once during each calendar year as part of a regular mailing, such as within a billing or a renewal notice or with a policy *and* at any time that you request in writing a copy of this *Joint Privacy Notice*. Further, because Federal and state laws, regulations and business practices can change at any time, we may revise this *Joint Privacy Notice* accordingly. Once you cease to be a policyholder, we will stop sending you annual privacy notices.

### **Information We May Collect and Use**

During the course of reviewing your application for insurance coverage and deciding whether or not to underwrite the insurance policy for which you have applied, and, if we issue you a policy, during the course of providing services to you as required by the policy, we collect and evaluate information from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates or others;
- Information we receive from consumer reporting agencies; and
- Information we receive from a state or federal agency.

It is important for us to collect and use this information to properly provide, administer, and perform services on your behalf. We could not provide optimum service to you without collecting and using this information.

### **Information We May Disclose**

We regard all of your personal information as confidential. Therefore, we do not disclose any nonpublic personal information about our customers or former customers to anyone except as permitted by law. In the course of conducting our business dealings, we may disclose to other parties certain information we have about you. These disclosures are only made in accordance with applicable laws, and may include disclosures to reinsurers, administrators, service providers, consultants and regulatory or governmental authorities. Furthermore, certain disclosures of information will be made to your Farm Bureau insurance agent and any Farm Bureau personnel authorized to have access to your personal information for the purpose of administering your business and providing services to you.

We may disclose the following categories of information to companies that perform services on our behalf or to other financial institutions with which we have joint marketing agreements:

- Information we receive from you on applications or other forms, such as your name, address, social security number or county Farm Bureau membership number;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premium, loss history and payment history; and
- Information we receive from a consumer reporting agency, such as your creditworthiness and credit history.

-Over-

These entities with which we share personal information are required to maintain the confidentiality of that information. We do not authorize these parties to use or disclose your personal information for any purpose other than for the express purpose of performing work on our behalf or as required or permitted by law.

#### **How We Maintain The Confidentiality And Security Of Your Information**

We carefully restrict access to nonpublic personal information to our employees, our independent contractor insurance agents, our service contract providers, and our affiliates and subsidiaries. The right of our employees, our independent contractor insurance agents, our service contract providers, and our affiliates and subsidiaries to further disclose and use the information is limited by our employee handbook, agent's manual, applicable law, and non-disclosure agreements where appropriate. We maintain physical, electronic, and procedural safeguards that comply with Federal and state law to guard your nonpublic personal information.

#### **Conclusion**

If you have any questions or comments concerning this *Joint Privacy Notice* or our privacy standards and procedures, please write us at Post Office Box 147030, Gainesville, Florida, 32614-7030. Our functional regulator is the State of Florida, Department of Insurance. If we cannot resolve your concerns or answer your questions, feel free to contact our regulator.

**This *Joint Privacy Notice* describes our company's privacy policy and practices in accordance with the Gramm-Leach-Bliley Act, 15 USC §6801, and with various state-specific privacy/financial information laws and regulations in the states in which our company does business.**

93-7-4396 (Rev. 05/02)

### **ADVISORY NOTICE TO POLICYHOLDERS**

#### **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.**

**THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.**

#### **PLEASE READ THIS NOTICE CAREFULLY**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

93-7-4414 (01/06)

**Notice of Premium Discounts for Hurricane Loss Mitigation**  
**\*\*\* Important Information \*\*\***  
**About Your Personal Residential Insurance Policy**

Dear Homeowner,

04/16/2018

Hurricanes have caused tens of billions of dollars in insured damages and predictions of more catastrophic hurricanes making landfall in Florida have triggered increases in insurance premiums to cover potential future losses. Enclosed is information regarding wind loss mitigation that will make your home more resistant to wind and help protect your family during a catastrophic event. In addition to reducing your hurricane wind premium by installing mitigation features, you may also reduce the likelihood of out of pocket expenses, such as your hurricane deductible, you may otherwise incur after a catastrophic event.

**What factors are considered in establishing my premium?**

Your location: The closer a home is to the coast, the more vulnerable it is to damage caused by hurricane winds. This makes the hurricane-wind premium higher than for similar homes in other areas of the state.

Your policy: Your insurance policy is divided into two premiums: one for damage caused by hurricane force winds (hurricane-wind) and one for all other damage (all perils), such as fire.

Your deductible: Under the law, you are allowed to choose a \$500, 2%, 5% or 10% deductible, depending on the actual value of your home. The larger your deductible, the lower your hurricane-wind premium. However, if you select a higher deductible your out-of-pocket expenses in the event of a hurricane claim will be higher.

Improvements to your home: The state requires insurance companies to offer discounts for protecting your home against damage caused by hurricane winds. Securing your roof so it doesn't blow off and protecting your windows from flying debris are the two most cost effective measures you can take to safeguard your home and reduce your hurricane -wind premium. These discounts apply only to the hurricane-wind portion of your policy.

The costs of the improvement projects vary. Homeowners should contact a licensed contractor for an estimate. You can find a Certified Contractor in your area by visiting the Florida Department of Business and Professional Regulation online at [www.myfloridalicense.com](http://www.myfloridalicense.com).

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 87 %.

### **How can I take advantage of the discounts?**

Homeowners will need a qualified inspector such as a general, building or residential contractor licensed under Section 489.111, Florida Statutes, or a professional engineer licensed under Section 471.015, Florida Statutes, who has passed the appropriate equivalency test of the Building Code training program as required by Section 553.841, Florida Statutes, or a professional architect licensed under Section 481.213, Florida Statutes, or a building code inspector certified under Section 468.607, to inspect the home to identify potential mitigation measures and verify improvements. For a listing of individuals and/or inspection companies meeting these qualifications contact your insurance agent or insurance company.

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium\* of \$904 which is part of your total annual premium of \$1,509. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed above are not cumulative.

\*Wind mitigation credits apply to that portion of your premium that covers the peril of wind, whether or not a hurricane exists.

Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <u>Reduced</u> by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none"> <li>• Meets the Florida Building Code</li> <li>• Reinforced Concrete Roof Deck (If this feature is installed on your home you most likely will not qualify for any other discount.)</li> </ul>	-  64.7%	The eligible discount is already applied to your premium.  \$585
<u>How Your Roof is Attached</u> <ul style="list-style-type: none"> <li>• Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood</li> <li>• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood</li> <li>• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood</li> </ul>	-  41.2%  41.2%	The eligible discount is already applied to your premium.  \$372  \$372
<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> <li>• Using "Toe Nails" – defined as three nails driven at an angle through the rafter and into the top roof.</li> <li>• Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud.</li> </ul>	-  -	A better discount is already applied in this category.  The eligible discount is already applied to your premium.

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium is <u>Reduced</u> by:
<u>Roof-to-Wall Connection (Continued)</u>		
• Using Single Wraps – a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.	0.0%	\$0
• Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.	0.0%	\$0
<u>Shutters</u>		
• None	0%	\$0
• Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards	21.6%	\$195
• Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards	27.4%	\$248
<u>Roof Shape</u>		
• Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).	45.1%	\$408
• Other	0%	\$0
<u>Secondary Water Resistance(SWR)</u>		
• SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.	1.9%	\$17
• No SWR	0%	\$0

\*Estimate is based on information currently on file and the actual amount may vary.



## Checklist of Coverage

**Policy Type: HOMEOWNERS POLICY, Form HO 00 03 - Special Form**

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

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

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

This form was adopted by the Florida Financial Services Commission.

### Dwelling Structure Coverage

Limit of Insurance: \$ 203,800

Loss Settlement Basis: Replacement Cost  
(i.e.: Replacement Cost, Actual Cash Value, etc.)

### Other Structures Coverage

Limit of Insurance: \$ 20,380

Loss Settlement Basis: Replacement Cost  
(i.e.: Replacement Cost, Actual Cash Value, etc.)

### Personal Property Coverage

Limit of Insurance: \$ 101,900

Loss Settlement Basis: Actual Cash Value  
(i.e.: Replacement Cost, Actual Cash Value, etc.)

### Deductibles

Annual Hurricane: 2% = \$4,076

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

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

<b>Y</b>	Fire or Lightning
<b>Y</b>	Hurricane
<b>N</b>	Flood (including storm surge)
<b>Y</b>	Windstorm or Hail (other than hurricane)
<b>Y</b>	Explosion
<b>Y</b>	Riot or Civil Commotion
<b>Y</b>	Aircraft
<b>Y</b>	Vehicles
<b>Y</b>	Smoke
<b>Y</b>	Vandalism or Malicious Mischief
<b>Y</b>	Theft

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<b>Checklist of Coverage (continued)</b>	
<b>Y</b>	Falling Objects
<b>Y</b>	Weight of Ice, Snow or Sleet
<b>Y</b>	Accidental Discharge or Overflow of Water or Steam
<b>Y</b>	Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
<b>Y</b>	Freezing
<b>Y</b>	Sudden and Accidental Damage from Artificially Generated Electrical Current
<b>Y</b>	Volcanic Eruption
<b>Y</b>	Sinkhole Loss - A Deductible equal to 10% of Coverage A applies (refer to your policy's declarations)
<b>Y</b>	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

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

**Loss of Use Coverage**

Coverage	Limit of Insurance	Time Limit
(Items below marked <b>Y (Yes)</b> indicate coverage IS included, those marked <b>N (No)</b> indicate coverage is NOT included)		
<b>Y</b> Additional Living Expense	\$40,760	Not to exceed 12 months
<b>Y</b> Fair Rental Value	\$40,760	Not to exceed 12 months
<b>Y</b> Civil Authority Prohibits Use	\$40,760	Not to exceed 2 weeks

**Property - Additional/Other Coverages**

(Items below marked <b>Y (Yes)</b> indicate coverage IS included, those marked <b>N (No)</b> indicate coverage is NOT included)	Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Included	Additional
<b>Y</b> Debris Removal	5% of limit applicable to damaged property		<b>X</b>
<b>Y</b> Reasonable Repairs	Reasonable cost incurred by you for necessary measures taken solely to protect against further damage.	<b>X</b>	
<b>Y</b> 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.	<b>X</b>	
<b>Y</b> Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500		<b>X</b>
<b>Y</b> Loss Assessment	\$1,000		<b>X</b>
<b>Y</b> Collapse	The limit of insurance to damaged covered property applies.	<b>X</b>	
<b>Y</b> Glass or Safety Glazing Material	We cover the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window.	<b>X</b>	
<b>Y</b> Landlord's Furnishings	\$2,500	<b>X</b>	
<b>Y</b> Law and Ordinance	Up to 50% of Coverage A		<b>X</b>

Checklist of Coverage (continued)			
N	Grave Markers	No coverage. Must be added by endorsement	
Y	Mold/Fungi	\$10,000 each loss/ \$20,000 policy aggregate	X

Discounts		Dollar Amount of Discount
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		
N	Multiple Policy	
Y	Fire Alarm / Smoke Alarm / Burglar Alarm	\$12
N	Sprinkler	
Y	Windstorm Loss Reduction	\$976
N	Building Code Effectiveness Grading Schedule	\$0
	Other	

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

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

Liability - Additional/Other Coverages				
		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			Included	Additional
Y	Claim Expenses	Expenses and costs we incur in any suit we defend; Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings up to \$50 per day.		X
Y	First Aid Expenses	Expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy.		X
Y	Damage to Property of Others	\$500		X
Y	Loss Assessment	\$1,000		X

# Exhibit “E”



6. Based upon my review of the above-listed materials, my education, training, and experience, I opine:

- a. Bacteria was present in Mr. Taylor's body both pre and postmortem; and
- b. Bacteria was present in the bodily fluids that departed Mr. Taylor's body postmortem.

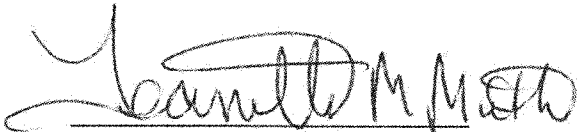
**FURTHER AFFIANT SAYETH NAUGHT.**



\_\_\_\_\_  
ANDREW S. BAGG, M.D.

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 26 day of May, 2021 by ANDREW S. BAGG, M.D., who is  personally known to me or  who produced \_\_\_\_\_ as identification and who took an oath.



Notary Public

My commission expires: 12-12-2023

