



EDISON  
INSURANCE COMPANY

# Homeowners Policy

Edison Insurance Company  
P.O. Box 21957  
Lehigh Valley, PA 18002-1957  
Claims Reporting: 866-568-8922  
or visit: [www.edisoninsurance.com](http://www.edisoninsurance.com)

This policy does not cover flood loss. Please contact  
your agent about this important coverage.

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Book  
Sent to  
US



Scroll down



**POLICY PROVISION:** This Policy jacket with the Policy Declarations, Policy Form and Endorsements issued to form a part thereof, completes the policy as numbered on the Declarations Page. Whenever your policy is modified, you will receive a dated revision of the Policy Declarations.

**IN WITNESS WHEREOF:** In consideration of your paid premium, Edison Insurance Company is proud to extend to you the coverage offered by this insurance contract.

A handwritten signature in cursive script, appearing to read "Paul M. Adkins".

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Paul M. Adkins, Chief Executive Officer  
Edison Insurance Company

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**Important Note:** Please read your entire Policy carefully. The endorsements listed on your Policy Declarations and attached to your policy significantly modify sections of this form and specifically define the terms of your coverage. Please contact your Insurance Agent if you have any questions concerning your Homeowners Insurance Coverage.

**HOMEOWNERS 3 - SPECIAL FORM****AGREEMENT**

This Policy is issued on behalf of the Edison Insurance Company and by acceptance of this Policy you agree:

1. That the statements in the Application(s) are your representations;
2. That this Policy is issued in reliance upon the truth of those representations;
3. That this Policy embodies all agreements existing between you and the Edison Insurance Company relating to this Policy; and
4. That you are the owner-occupant of the insured dwelling.

In reliance on the information, you have given us, we agree to provide the insurance coverages indicated in the Policy Declarations. In return, you must pay the premium when due and comply with the policy terms and conditions and inform us within sixty (60) days of any change of ownership, title, use or occupancy of the "residence premises."

This Policy does not include, does not insure, and we will not pay for, any "diminution in value", except under liability coverage in SECTION II – LIABILITY COVERAGES.

**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"** means any contrivance used or designed for flight, except model or hobby "aircraft" not used or designed to carry people or cargo.
2. **"Bodily injury"** means bodily harm, sickness or disease, including required care, loss of services and death that results.
3. **"Business"** means:
  - a. Trade, profession or occupation engaged in on a full-time, part-time or occasional basis;
  - b. "Home-sharing host activities" or
  - c. Any other activity engaged in for money or other compensation, except the following:
    - (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
    - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
    - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
    - (4) The rendering of home day care services to a relative of an "insured".
4. **"Catastrophic Ground Cover Collapse"** means geological activity that results in all of the following:
  - a. The abrupt collapse of ground cover;
  - b. A depression in the ground cover clearly visible to the naked eye;
  - c. "Structural damage" to the "principal building" insured under this Policy, including the foundation; and
  - d. 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.
5. **"Diminution in value"** means any reduction in the value of any covered property as compared to the value of that property immediately before the loss.

6. **"Drone"** means any unmanned "aircraft" or ship that can navigate autonomously without human control or beyond line of sight by way of GPS, remote control, or onboard computer.
7. **"Electronic transmittal"** means
- The electronic transmittal of any document or notice to the designated Primary Email Address shown in your Declarations; or
  - The electronic posting of any document or notice, with notification to you of the posted document or notice, by electronic transmittal to the designated Primary Email Address shown in your Declarations.
- (Hereafter referred to as "electronically transmitted", "electronic transmittal", "electronically transmit" or "electronically transmitting")
8. **"Emergency Mitigation Services"** means necessary measures associated with preventing covered property from further damage, when the damage or loss is caused by a Peril Insured Against.
9. **"Fungi"** means any type or form of fungus, including:
- Mold or mildew; and
  - Any mycotoxins, toxins, spores, scents or byproducts produced or released by "fungi."
- Under SECTION II, this does not include any "fungi," yeast or bacteria that are in, are on or are contained in a good or product intended for consumption.
10. **"Home-sharing Host Activities"** means:
- The:
    - Rental or holding for rental; or
    - Mutual exchange of services;of the "residence premises", in whole or in part, by an "insured" to a "home-sharing occupant" through the use of a "home-sharing network platform"; and
  - Any other related property or services made available by an "insured" for use during such
    - Rental; or
    - Mutual exchange of services;except those property or services provided by another party.
11. **"Home-sharing Network Platform"** means an online-enabled application, website, or digital network that:
- Is used for the purpose of facilitating, for money, mutual exchange of services or other compensation, the rental of a dwelling or other structure, in whole or in part, and
  - Allows for the agreement and compensation with respect to such rental to be transacted through such online-enabled application, website or digital network.
12. **"Home-sharing Occupant"** means a person, other than an "insured", who:
- Has entered into an agreement or arranged compensation with an "insured" through the use of a "home-sharing network platform" for "home-sharing host activities"; or
  - Is accompanying or staying with a person described in 12.a. above under such "home-sharing host activities".
13. **"Insured"** means you and residents of your household who are:
- Your relatives; or
  - Other persons under the age of twenty-one (21) and in the care of any person named above.
- Under SECTION II, "insured" also means:
- 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 13a. or 13b. 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 13a. or 13b. above; or
  - (2) Other persons using the vehicle on an "insured location" with your consent.

**14. "Insured Location" means:**

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence and:
  - (1) Which is shown in the Declarations as the "residence premises" covered by this Policy; 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 14.a. and 14.b. above;
- d. Any part of a premises:
  - 1. Not owned by an "insured"; and
  - 2. Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

**15. "Marring" means to:**

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

**16. "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."

All "bodily injury" or "property damage" that is attributable directly or indirectly to one cause or to one series of similar causes will be added together and the total amount of such losses will be treated as one occurrence irrespective of the period of time or area over which such losses occur.

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

**17. "Personal Injury" means:**

Injury arising out of one or more of the following offenses:

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

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

**19. "Primary Structural System" means an assemblage of "primary structural members."**

20. **"Principal Building"** means the dwelling described in SECTION I – PROPERTY COVERAGES, Coverage A – Dwelling of the Policy.
21. **"Property Damage"** means physical injury to, destruction of, or loss of use of tangible property.
22. **"Reopened Claim"** means a claim that an insurer has previously closed, but that has been reopened upon "insured's" request for additional costs for loss or damage previously disclosed to the insurer.
23. **"Residence Employee"** means:
- An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
  - One who performs similar duties elsewhere not related to the "business" of an "insured."
24. **"Residence Premises"** means:
- The one family dwelling, other structures, and grounds;
  - The two family dwelling where you reside in at least one of the family units; or
  - That part of any other building where you reside;
- and which is shown as the "residence premises" in the Declarations.
- "Residence premises" also includes other structures and grounds at that location.
25. **"Screened Enclosure"** means any structure on the residence premises, whether or not attached to your dwelling, enclosed by screens on more than one side, and otherwise open to the weather, and not constructed or covered by the same or substantially the same materials as that of the primary dwelling.
26. **"Spalling"** is a term that describes the disintegration of stone or concrete. It can be produced by a variety of mechanisms, including as a result of:
- Projectile impact;
  - Corrosion;
  - Weathering;
  - Cavitation; or
  - Excessive rolling pressure (as in a ball bearing).
27. **"Structural Damage"** means the "principal building," regardless of the date of construction, has experienced the following:
- Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
  - Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building code for new buildings of similar structure, purpose, or location;
  - 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;
  - 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
  - Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.



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28. **"Supplemental Claim"** means a claim for additional loss or damage from the same peril which the insurer has previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to the insurer.
29. **"Unoccupied"** means when the "residence premises" is uninhabited for 30 or more consecutive days.
30. **"Vacant"** means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy as a residence.

## 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 landscaping and land on which the dwelling is located, except as otherwise provided under SECTION I Additional Coverages 3. Trees, Shrubs and Other Plants.

This coverage does not apply to loss to "screened enclosures," aluminum framed carports or awnings due to hurricane damage.

**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 landscaping and land on which the other structures are located, except as otherwise provided under SECTION I Additional Coverages 3. Trees, Shrubs and Other Plants.

This coverage does not apply to loss to "screened enclosures," aluminum framed carports or awnings due to hurricane damage.

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.

The limit of liability for this coverage will not be more than the limit of liability shown on the Declarations for Coverage B. Use of this coverage does not reduce the Coverage A limit of liability.

**Special Limits of Liability****Cosmetic and Aesthetic Damage to Floors**

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

1. Cosmetic or aesthetic damage includes but is not limited to:
  - (1) Chips;
  - (2) Scratches;
  - (3) Dents; or
  - (4) Any other damage;
 to less than five percent (5%) of the total floor surface area and does not prevent typical use of the floor.
2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. This limit does not increase the Coverage A or Coverage B limits of liability shown on the declaration page.



4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described for Coverage C - Personal Property.

**COVERAGE C – Personal Property****1. Covered 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:

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

**2. Limit For Property At Other Locations****a. Other Residences**

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

However, this limitation does not apply to personal property:

(1) Moved from the "residence premises" because it is:

- (a) Being remodeled, repaired, renovated or rebuilt; and
- (b) Not fit to live in or store property in; or

(2) In a newly acquired residence for 30 days from the time you begin to move the property there.

**b. Self-Storage Facilities**

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is ten percent (10%) of the limit of liability for Coverage C, or \$1,000, whichever is greater.

However, this limitation does not apply to personal property:

(1) Moved from the "residence premises" because it is:

- (a) Being remodeled, repaired, renovated or rebuilt; and
- (b) Not fit to live in or store property in; or

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

**Special Limits of Liability**

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

**1. \$200 on:**

- a. Money;
- b. Bank notes;
- c. Bullion;
- d. Gold other than goldware;
- e. Silver other than silverware;
- f. Platinum;
- g. Coins; and
- h. Medals.

**2. \$1,500 on:**

- a. Securities;
- b. Accounts;

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- c. Deeds;
- d. Evidences of debt;
- e. Letters of credit;
- f. Notes other than bank notes;
- g. Manuscripts;
- h. Personal records;
- i. Passports;
- j. Tickets; and
- k. 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. \$1,500 on watercraft of all types, including their:
  - a. Trailers;
  - b. Furnishings
  - c. Equipment; and
  - d. Outboard engines or motors.
4. \$1,500 on trailers or semitrailers not used with watercraft of all types.
5. \$1,500 for loss by theft of:
  - a. Jewelry;
  - b. Watches;
  - c. Furs;
  - d. Precious and semiprecious stones.
6. \$2,500 for loss by theft of firearms and related equipment.
7. \$2,500 for loss by theft of:
  - a. Silverware;
  - b. Silver-plated ware;
  - c. Gold ware;
  - d. Gold-plated ware;
  - e. Platinum ware;
  - f. Platinum-plated ware; and
  - g. Pewter ware.

This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

8. \$2,500 on property, on the "residence premises," used primarily for "business" purposes.
9. \$500 on property, away from the "residence premises," used primarily for "business" purposes.  
However, this limit does not apply to loss to electronic apparatus and other property described in Categories 10. and 11. below.
10. \$1,500 on electronic apparatus and accessories, while in or upon a "motor vehicle," but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include:
  - a. Antennas;

- b. Tapes;
  - c. Wires;
  - d. Records;
  - e. Discs; or
  - f. Other media that can be used with any apparatus described in this Category 10.
11. \$1,500 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle." 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:
- a. Antennas;
  - b. Tapes;
  - c. Wires;
  - d. Records;
  - e. Discs; or
  - f. Other media that can be used with any apparatus described in this Category 11.
12. 5% of the total Coverage C amount for any one item of unscheduled personal property. This limitation applies only to:
- a. Fine arts;
  - b. Collectibles; and
  - c. Antiques.
13. \$2,500 for loss to tools and their accessories.
14. \$1,500 for bicycles and related equipment (e.g., bicycle racks, helmets).
15. \$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the "residence premises."

**Special Deductible**

The following deductible applies to covered loss to refrigerated property:

We will pay that part of the loss that exceeds \$100.

No other deductible applies to this coverage.

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

- 1. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- 2. Animals, insects, reptiles, amphibians, birds or fish;
- 3. Motor vehicles or all other motorized land conveyances. This includes:
  - a. Their equipment, parts and accessories; or
  - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
    - (1) Accessories and antennas; or
    - (2) Tapes, wires, records, discs or other Media;for use with any electronic apparatus 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 vehicle or conveyance.

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

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- a. Used solely to service an "insured's" residence; or
  - b. Designed for assisting the handicapped.
4. Aircraft and parts. However, this exclusion does not apply to model or hobby "aircraft" not used or designed to carry people or cargo. This exclusion does apply to drones including any parts or accessories.
  5. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
  6. Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in ADDITIONAL COVERAGES 10.;
  7. Property rented or held for rental to others off the "residence premises";
  8. "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
  9. Credit cards or fund transfer cards except as provided in ADDITIONAL COVERAGES 6.
  10. Mopeds or similar motorized bicycles of any horsepower.
  11. "Drones", including any parts or accessories attached to the drone.
  12. Virtual currency and digital assets of any kind, by whatever name known, whether actual or fictitious, including but not limited to, digital currency, crypto currency, non-fungible tokens or any other type of electronic currency or token. This includes loss of access to all types of digital asset, virtual currency, and any other type of electronic currency or token.
  13. Any:
    - a. Controlled Substances, other than cannabis, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812; and
    - b. Cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include but are not limited to cocaine, LSD, and all narcotic drugs.

However, this paragraph 13. does not apply to:

    - c. Prescription drugs obtained following the lawful orders of a licensed health care professional; or
    - d. Goods or products containing or derived from hemp, including, but not limited to:
      - (1) Seeds;
      - (2) Food;
      - (3) Clothing;
      - (4) Lotions, oils or extracts;
      - (5) Building materials; or
      - (6) Paper.

However, this Paragraph 13.(d) does not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state where such goods or products are located.

**COVERAGE D – Loss of Use**

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

1. Additional Living Expense

If a loss covered under SECTION I makes that part of the "residence premises" where you reside not fit to live in, we cover the Additional Living Expense, meaning:

Any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to:

- a. Repair or replace the damage; or
- b. If you permanently relocate, the shortest time required for your household to settle elsewhere.

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

## 2. Fair Rental Value

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

However, we do not cover any fair rental value arising out of or in connection with any home sharing or bed & breakfast activities.

Payment will be for the shortest time required to repair or replace that part of the "residence premises" rented or held for rental.

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

## 3. Civil Authority Prohibits Use

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

## 4. Loss or Expense Not Covered

We do not cover:

- a. Pre-event evacuation expenses; or
- b. Loss or expense due to cancellation of a lease or agreement.

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

## ADDITIONAL COVERAGES

### 1. Debris Removal. We will pay the reasonable expense you incur for the removal of:

- a. Debris of covered property if a Peril Insured Against 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, for the removal from the "residence premises" of:

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

provided the tree(s):

- a. Damage a covered structure; or
- b. Do not damage a covered structure, but

- (1) Block a driveway on the "residence premises" which prevents a motor vehicle, that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

- (2) Block a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building,

The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

This coverage is additional insurance.

**2. "Emergency Mitigation Services".**

- a. We will pay up to \$3,000, in total, for the reasonable costs incurred by you for all services performed in association with protecting covered property under Coverage A, Coverage B, and Coverage C from further damage, when the damage or loss is caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, subject to the limitations, exclusions and conditions, as described and covered in paragraphs 2.b.(6) and (9) under SECTION I – PERILS INSURED AGAINST, COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES and as described and covered in COVERAGE C – PERSONAL PROPERTY, Peril 12.
- b. The \$3,000 limit included in a. above does not apply if at our option and with your consent you participate in our Preferred Mitigation Contractor Network for "Emergency Mitigation Services". To participate, you must select a preferred vendor from our Preferred Mitigation Contractor Network. The exhaustion of the \$3000 limit included in a. above does not prevent you from participating in our Preferred Mitigation Contractor Network for "Emergency Mitigation Services" if additional emergency services are necessary. Participation is subject to the following conditions:
- (1) Your consent provided on or after reporting a claim of loss or damage and your participation are only for that reported claim of loss or damage;
  - (2) If you are eligible for and request to participate and we do not offer the services to you, the \$3,000 limit does not apply;
  - (3) Your consent to participate is terminated if you or your representative:
    - (a) Notify us or our contractor to stop providing the services or you or your representative prevent our contractor from providing or completing the emergency mitigation services;
    - (b) Fail to sign or execute any contract(s) or authorization(s) provided by our contractor.
 Upon termination of your consent, participation no longer applies and instead all other provisions of your Policy apply.
- c. As it pertains to protecting and/or covering the roof:
- (1) We will reimburse you to install a tarp in an emergency circumstance, up to 2% of the Coverage A limit of liability
  - (2) We will reimburse you for the cost to remove and reset the tarp to allow for our initial inspection if the claim is reported within 7 days of the first documented installation of the tarp;
  - (3) We will not reimburse you for the cost to remove and reset a tarp to allow you or your consultants to inspect, however, in the event the tarp is blown off or damaged by weather, we will reimburse you for the cost to remove and reset a tarp, up to the limits set forth in (1); and
  - (4) We will not pay more than the limit set forth in (1) for any type of roof covering, including but not limited to shrink wrap, installed to protect the roof after a loss.
  - (5) This 2% temporary emergency roof covering sublimit is separate and apart from, and not combined with the \$3,000 limit in a. above or \$3,000 or 1% limit in d. below.
- d. For covered loss caused by SECTION I – PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs 2.b.(6) and (9) under SECTION I – PERILS INSURED AGAINST, COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES and as described and covered in COVERAGE C – PERSONAL PROPERTY, Peril 12., your coverage for "Emergency Mitigation Services" is limited to the greater of \$3,000 or 1% of your Coverage A limit of liability for the reasonable cost of "Emergency Mitigation Services" unless you submit a request for an increase. Any request to exceed the limit of \$3,000 or 1% of your Coverage A limit of liability will require our agreement to a mutual schedule with you and your permission for us and/or our designated representative(s) to inspect the damage and approve the scope and amount of the work before it takes place. We will respond to you within forty-eight (48) hours of your request to us to exceed the greater of \$3,000 or 1% of your Coverage A limit of liability.

- e. The request must be sent by facsimile to ((888) 408-9472, or electronic mail to [emergencymeasurerequests@edisoninsurance.com](mailto:emergencymeasurerequests@edisoninsurance.com) or by calling telephone (888) 683-7971. We will make such determination for an increase above the limit in c. above based upon submission of the following supporting documentation:

- (1) The date the request is submitted to us;
- (2) The identity of all named insureds;
- (3) The date of loss;
- (4) The address where loss occurred;
- (5) Description of loss and location of damages;
- (6) All photographs, videos, moisture readings, and work logs that demonstrate the damage and work performed up to the time of the request;
- (7) Itemized estimate of proposed "Emergency Mitigation Services";
- (8) Estimated timeframe of completion; and
- (9) All other information or documentation reasonably requested.

All supporting documents must be submitted by fax or email.

In such circumstance, we will pay only up to the additional costs for "Emergency Mitigation Services" that we authorize. Any amounts above and beyond the approved additional costs shall not be paid or payable. If we fail to approve or deny your request within forty-eight (48) hours of such request to us and the damage or loss is caused by a Peril Insured Against, you may exceed the amount in c. to perform the "Emergency Mitigation Services" but no more than the reasonable cost.

- f. If however, form **EDI 24** is part of your Policy and a covered loss occurs during a hurricane as described in form **EDI 24**, the amount we pay under this additional coverage is not limited to the amount in c. above.
- g. "Emergency Mitigation Services" 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.
- h. To the degree reasonably possible all damaged property must be retained for us to inspect.
- i. 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 – Condition 2.;
  - (3) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

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 ten percent (10%) 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 paid for any one tree, shrub or plant. We do not cover:

- a. Cannabis whether or not grown for "business" purposes; or
- b. Property, other than cannabis, 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 thirty (30) days while removed. This coverage does not change the limit of liability that applies to the property being removed.

No deductible applies to this coverage.



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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 \$1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners. The assessment must be 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 \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

A \$250 Deductible applies to each property loss under this coverage. If a deductible was or will be applied to other property loss sustained by the insured resulting from the same direct loss to the property, no deductible applies to the loss assessment coverage.

Condition 1. Policy Period, under SECTION I AND II - CONDITIONS, does not apply to this coverage.

**8. Collapse.**

- a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This Additional Coverage – Collapse, does not apply to:
  - (1) A building or any part of a building that is in danger of falling down or caving in;



- (2) A building or any part of a building that is standing even if it has separated from another part of the building;
- (3) A building or any part of a building that is standing, even if it shows evidence of spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage, or expansion;
- (4) The plumbing system, or any part of the plumbing system, whether above or below the ground, when the plumbing system or any part of the plumbing system is:

- (a) Collapsed;
- (b) In danger of collapsing or caving in; or
- (c) Separated from another part of the system;

Due to:

- (a) Age, obsolescence, wear, tear;
- (b) Fading, oxidation, weathering;
- (c) Deterioration, decay, "marring," delamination, crumbling, settling, cracking;
- (d) Shifting, bulging, racking, sagging, bowing, bending, leaning;
- (e) Shrinkage, expansion, contraction, bellying, corrosion; or
- (f) Any other age or maintenance related issue.

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

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

- (1) The Perils Insured Against named under Coverage C – Personal Property;
- (2) Decay of a building or any part of a building that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;

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

- (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such infestation or damage is known to an "insured" prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain that collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, septic systems, foundation, retaining wall, bulkhead, pier, wharf, dock, cistern, plumbing system or any part of a plumbing system, or similar structure, whether above or below the ground, is not included under d. (2) through (6) above, unless the loss is a direct result of the abrupt collapse of a building or any part of a building.

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

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

## 9. Glass or Safety Glazing Material.

- a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement and settlement; and

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(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 thirty (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 under construction, being remodeled, renovated or repaired, is not considered "vacant."

Loss to glass covered under this ADDITIONAL COVERAGES 9. will be settled based on replacement with safety glazing materials when required by law and ordinance.

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

**10. Landlord's Furnishings.** We will pay up to \$2,500 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 outside wall, door or window of the building 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, door or window 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 or household appliance does not include a:

(1) Sump;

(2) Sump pump;

(3) Irrigation system or related equipment;

- (4) Roof drain;
- (5) Gutter;
- (6) Down spout; or
- (7) Similar fixtures or equipment.

**l. Sudden and accidental tearing apart, cracking, burning or bulging of:**

- (1) A steam or hot water heating system;
- (2) An air conditioning or automatic fire protective sprinkler system; or
- (3) 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 \$2,500 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. "Fungi," Mold, Wet or Dry Rot, Yeast or Bacteria.**

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

- (1) The total of all loss payable under SECTION I – PROPERTY COVERAGES caused by "fungi," mold, wet or dry rot, yeast or bacteria;
- (2) The cost to remove "fungi," mold, wet or dry rot, yeast 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," mold, wet or dry rot, yeast, or bacteria; and

**b. The coverage described in a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.**

**c. We will pay up to \$1,000 for the cost of testing of air or property to confirm the absence, presence or level of "fungi", mold, wet or dry rot, yeast, or bacteria 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", mold, wet or dry rot, yeast, or bacteria is in dispute by us and you.**

**d. We will not pay more than the amount in c. above, unless we provide you approval within 48 hours of your request to us to exceed the limit in c. above. In such circumstance, we will pay only up to the additional amount for the testing we authorize. Requests to exceed the \$1,000 cap must be sent to [moldtesting@edisoninsurance.com](mailto:moldtesting@edisoninsurance.com) or (888) 683-7971.**

**e. If we fail to respond to you within 48 hours of your request to us, you may exceed the limit in c. above only up to the cost incurred by you for the cost of testing of air or property to confirm the absence, presence or level of "fungi" mold, wet or dry rot, yeast, or bacteria performed prior to, during or after removal, repair, restoration or replacement.**

**f. \$10,000 is the most we will pay for the total of all loss or costs payable, including Loss of Use, under this Additional Coverage and the cost of testing as described in c. above regardless of the:**

- (1) Number of locations insured;

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- (2) Number of occurrences or claims made; or
- (3) Number of "insureds."
- g. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi," mold, wet or dry rot, yeast or bacteria; loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi," mold, wet or dry rot, yeast or bacteria causes an increase in the loss or any Loss of Use.  
  
Any such increase in the loss or Loss of Use will be subject to the terms of this Additional Coverage.
- h. This coverage does not cover loss or damage which arises out of the transmission of a disease or the exposure to a disease.

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

**12. Law and Ordinance.**

- a. You may use up to ten percent (10%) of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any law and ordinance 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; or
  - (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.

In the event that there are multiple methods of compliance with the building, zoning, or land use ordinance(s) or law(s) to which this Additional Coverage applies, the limit of liability will be up to the least amount of the available methods of compliance.
- b. You may use all or part of this law and ordinance coverage to pay for the increased costs you incur to remove debris resulting from:
  - (1) The construction;
  - (2) Demolition;
  - (3) Remodeling;
  - (4) Renovation;
  - (5) Repair; or
  - (6) 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 law and ordinance; or
  - (2) The costs to comply with any law and ordinance which requires any "insured" or others to:
    - (a) Test for;
    - (b) Monitor;
    - (c) Clean up;
    - (d) Remove;
    - (e) Contain;
    - (f) Treat;
    - (g) Detoxify;

(h) Neutralize; or

(i) In any way respond to, or assess the effects of;

pollutants in or on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

### 13. Grave Markers.

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

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

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## SECTION I – PERILS INSURED AGAINST

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### COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

1. We insure for sudden and accidental direct loss to the covered property described in Coverages A and B only if that loss is a physical loss to covered property.

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

2. We do not insure, however, for loss:

a. Excluded under SECTION I – EXCLUSIONS;

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

(1) An abrupt falling down or caving in;

(2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(3) Any spalling, crumbling, settling, cracking, shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage or expansion, or any other age or maintenance related issues, as such condition relates to (1) or (2) above;

except as provided in Additional Coverage 8. Collapse under SECTION I – PROPERTY COVERAGES.

c. Caused by:

(1) Freezing of a plumbing, heating, air conditioning, 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", under construction, or being remodeled, renovated or repaired, unless you have used reasonable care to:

(a) Maintain heat in the building; or

(b) Shut off the water supply and drain all systems and appliances of water;

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

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

(2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

(a) Fence, pavement, patio or swimming pool;

(b) Footing, foundation, wall, bulkhead or any other structure or device, that supports all or part of a building or other structure;

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- (c) Retaining wall or bulkhead, that does not support all or part of a building or other structure; or
- (d) Pier, wharf or dock;
- (3) Theft in or to a dwelling or structure under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Theft or attempted theft in or to a dwelling and any ensuing loss, if the dwelling has been "vacant" for more than thirty (30) consecutive days immediately before the loss, except this exclusion (4) will not apply when the ensuing loss to the property is caused by:
  - (a) Fire;
  - (b) Explosion; or
  - (c) Collapse, only as covered under 8. Section I – Additional Coverages.

A dwelling under construction, being remodeled, renovated or repaired is not considered "vacant;"

- (5) Vandalism and malicious mischief and any ensuing loss, if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except this exclusion (4) will not apply when the ensuing loss to the property is caused by:
  - (a) Fire;
  - (b) Explosion; or

Collapse, only as covered under 8. Section I – Additional Coverages.

A dwelling under construction, being remodeled, renovated or repaired is not considered "vacant;"

- (6) Accidental discharge or overflow of water or steam, unless loss to property covered under Coverage A or B results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises."

Loss to property covered under Coverage A or B that results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises" includes the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage A or B, on the "residence premises," necessary to access the system or appliance.

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

We do not cover loss:

- (a) To the system or appliance from which this water or steam escaped;
- (b) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises;"
- (c) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of 14 or more days, whether hidden or not.
- (d) To a plumbing system whether above or below the ground, caused by:
  - (i) Age, collapse, obsolescence, wear, tear;
  - (ii) Fading, oxidation, weathering;
  - (iii) Deterioration, decay, "marring," declamation, crumbling, settling, cracking;
  - (iv) Shifting, bulging, racking, sagging, bowing, bending, leaning;

- (v) Shrinkage, expansion, contraction, bellying, corrosion;
- (vi) The unavailability or discontinuation of a part or component of the system; or
- (vii) Any other age or maintenance related issue;
- (e) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or
- (f) Caused by the presence or condensation of natural humidity, except as provided in paragraph (6)(c) above; or
- (g) Otherwise excluded or limited elsewhere in the Policy.

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

- (a) A sump, sump pump, irrigation system, or related equipment; or
  - (b) A roof drain, gutter, down spout, or similar fixtures or equipment.
- (7) Dropped objects to the interior of a building or property contained in a building, unless the roof or an outside wall, door or window of the building is first damaged by a dropped object.

Damage to the dropped object itself is not covered.

- (8) Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or outside wall, door or window and the rain, snow, sleet, sand or dust enters through this opening;

- (9) Any of the following:

- (a) Wear and tear, "marring," deterioration;
- (b) Inherent vice, latent defect, defect or mechanical breakdown;
- (c) Smog, rust, "spalling," decay or other corrosion;
- (d) Smoke from agricultural smudging or industrial operations;
- (e) 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;

- (f) Settling, shrinking, bulging or expansion, including resultant cracking of pavements, patios, foundations, walls, floors, roofs or ceilings;
- (g) Animals or insects, including but not limited to bees, birds, vermin, rodents, marsupials, reptiles, fish, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locust, cockroaches, and fleas;

The exclusion described in (9)(g) above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an "insured"; or

- (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or insects in (9)(g) above and any ensuing loss, except this exclusion will not apply when the ensuing loss to the property is caused by:

- (i) Fire;
- (ii) Explosion; or
- (iii) Collapse, only as covered under 8. Section I – Additional Coverages.

The exclusion described in (9)(h) above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an "insured".



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If any of these in **2.c.(9)** cause water damage not otherwise excluded, or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage A or B, on the "residence premises," necessary to access the system or appliance.

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

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

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

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

Under Paragraphs **2.b.** and **2.c.** above, any ensuing loss to property described in Coverages A and B not excluded or otherwise precluded in this Policy is covered.

**Part A.****Catastrophic Ground Cover Collapse.**

- (a) We insure for direct physical loss to the "principal building" under Coverage A caused by the peril of "catastrophic ground cover collapse."

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

- (b) Direct physical loss from a "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the insured premises.

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

- (c) This peril does not increase the limit of liability that applies to the damaged property.
- (d) This peril does not apply to property covered under Coverage B – Other Structures.

The SECTION I – Earth Movement and Settlement exclusion **1.b.** does not apply to "catastrophic ground cover collapse."

The SECTION I – Loss caused by Sinkhole exclusion **1.i.** does not apply to "catastrophic ground cover collapse."

**COVERAGE C – PERSONAL PROPERTY**

We insure for sudden and accidental direct physical loss to the covered 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 outside wall, door or window of the building 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, as covered under this Policy, only while inside a fully enclosed building.

3. **Explosion.**
4. **Riot or Civil Commotion.**



**5. Aircraft.** This peril includes self-propelled missiles and spacecraft.

**6. Vehicles.**

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

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

**8. Vandalism or Malicious Mischief.**

This peril does not include:

- a. Loss to property arising out of or resulting from any home sharing or bed & breakfast activities; or
- b. Loss to property on the "residence premises", and any ensuing loss caused by any intentional and wrongful act or acts committed in the course of vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss.

A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.

**9. Theft.**

- a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

Personal property contained in any bank, trust or safe deposit company or public warehouse will be considered on the "residence premises."

- b. This peril does not include loss caused by theft:

- (1) Committed by an "insured";
- (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (3) In or to a dwelling if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss;
- (4) From that part of a "residence premises" rented by an "insured" to other than an "insured."
- (5) If such loss arises out of or results from home sharing activities.

A dwelling under construction, being remodeled, renovated or repaired, is not considered vacant.

**10. Falling Objects.**

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

**11. Weight of Ice, Snow or Sleet.** This peril means the weight of ice, snow or sleet which causes damage to property contained in a building.

**12. Accidental Discharge or Overflow of Water or Steam.**

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

- b. 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 Insured Against 14. Freezing;
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";
- (4) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of 14 or more days, whether hidden or not;
- (5) Caused by the presence or condensation of natural humidity, except as provided in paragraph (b)(4) above; or
- (6) Otherwise excluded or limited elsewhere in the Policy.

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- c. In this peril, a plumbing system or household appliance does not include a:
- (1) Sump, sump pump, irrigation system or related equipment;
  - (2) Roof drain, gutter, down spout, or similar fixtures or equipment.

**13. Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging.**

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

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

**14. Freezing.**

- a. This peril means 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.

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

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

**15. Sudden and Accidental Damage From Artificially Generated Electrical Current.**

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

**16. Volcanic Eruption.**

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

**17. Catastrophic Ground Cover Collapse.**

- a. We insure for direct physical loss to property covered under SECTION I caused by the peril of "catastrophic ground cover collapse."
- b. Coverage C applies if there is a direct physical loss resulting from a "catastrophic ground cover collapse," unless the loss is excluded elsewhere in this Policy.
- c. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse."
- d. If the covered building suffers a "catastrophic ground cover collapse," you must repair such damage or loss in accordance with our professional engineer's recommended repairs. However, if our professional engineer determines that the repair cannot be completed within policy limits, we will pay the lesser of the cost to complete the repairs recommended by our professional engineer or tender the policy limits to you.
- e. "Catastrophic ground cover collapse" coverage is restricted to only the "principal building." When Coverage B – Other Structures is included in the Policy, it is not covered for direct physical loss caused by a "catastrophic ground cover collapse."

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

The SECTION I – Earth Movement and Settlement exclusion 1.b. does not apply to this peril.

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

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**SECTION I – EXCLUSIONS**

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

a. **Law and Ordinance**, meaning any law and ordinance:

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

This exclusion a.(1) does not apply to the amount of coverage that may be provided for under ADDITIONAL COVERAGES, Glass or Safety Glazing Material or Law and Ordinance;

- (2) The requirements of which result in a loss in value to property; or

- (3) Requiring any "insured" or others to:

- (a) Test for;
- (b) Monitor;
- (c) Clean up;
- (d) Remove;
- (e) Contain;
- (f) Treat;
- (g) Detoxify;
- (h) Neutralize; or
- (i) In any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

Pollutants means any solid, liquid, gaseous, or thermal irritant, or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

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

b. **Earth Movement and Settlement**, meaning:

- (1) Earthquake, including land shock waves or tremors regardless of whether the earthquake, land shock waves or tremors were caused by or occurred before, during or after a volcanic eruption;
- (2) Earthquake, regardless of whether a volcanic eruption occurs. Earthquake includes land shock waves, tremors, aftershocks, and any earth sinking, rising or shifting arising from or as a result of an earthquake;
- (3) Earth sinking, rising or shifting, moving, landslide, mudflow, mudslide, sand flow, shifting sand, scouring, including soil conditions;

Soil conditions include contraction, expansion, freezing, thawing, erosion, scouring, improperly compacted soil, clay shrinkage or other expansion, contraction or decay of soils or organic materials, and the action of water under the ground surface;

- (4) Subsidence, including mine subsidence. Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased;
- (5) Settling, cracking, shrinking, bulging, expansion, moving or other disarrangement of foundations, walls, floors, ceilings, retaining walls, pavements and patios;
- (6) Blasting, including shockwaves, and vibrations, carried through the air or through the ground, caused by or as a result of blasting and other earth removal activities;
- (7) Pile driving, including shockwaves, and vibrations, carried through the air and through the ground, caused by or as a result of pile driving; or
- (8) Vibrations from construction equipment on adjacent property, caused by or as a result of blasting, pile driving, demolition and other construction activities which cause vibrations.

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This Exclusion **b.** applies regardless of whether any of the above in **b.(1)** through **b.(8)** is caused by or results from:

- (1) Any act of nature; natural or
- (2) Man-made or animal activities; or
- (3) Is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in **b.(1)** through **b.(8)**, is covered.

This Exclusion **b.** does not apply to loss by "Catastrophic ground cover collapse".

**c. Water Damage.**

Water Damage means:

- (1) Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, wave wash, 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;
  - (b) Backs up or is otherwise discharged from a septic tank, septic system, cesspool or drain field, or related equipment or similar systems; or
  - (c) Overflows or is discharged from:
    - (i) a sump, sump pump, irrigation system or related equipment; or
    - (ii) a roof drain, gutter, down spout, or similar fixtures or equipment;
- (3) Water or water-borne material below the surface of the ground, including water which exerts pressure on, seeps, leaks or flows through a building, sidewalk, driveway, foundation, swimming pool or other structure; or
- (4) Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in **1.c.(1)** through **1.c.(3)** of this Exclusion.

This Exclusion **1.c.** applies whether any of the above, in **1.c.(1)** through **1.c.(4)** is caused by or results from any act of nature, man-made or animal activities, or is otherwise caused.

This Exclusion **1.c.** applies to, but is not limited to escape, overflow or discharge, for any reason, of water, waterborne material sewage, or any other substance, form 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.

**d. Power Failure.**

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

However, 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 caused by that Peril Insured Against.

**e. Neglect.**

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.**

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.**

This Exclusion 1.g, pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of SECTION I – CONDITIONS.

**h. Intentional Loss.**

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

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

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

"Sinkhole" means:

- (1) A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by ground water.
- (2) A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
- (3) This exclusion does not apply to the peril of "Catastrophic Ground Cover Collapse."

**j. "Fungi," Mold, Wet or Dry Rot, Yeast or Bacteria.**

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

This Exclusion does not apply:

- (1) When "fungi," mold, wet or dry rot, yeast or bacteria results from fire or lightning; or
- (2) To the extent coverage is provided for in the "Fungi," Mold, Wet or Dry Rot, Yeast 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," mold, wet or dry rot, yeast or bacteria is covered. However, there is no coverage which arises out of the transmission of a disease or the exposure to a disease.

**k. Existing Damage.**

Existing Damage means:

- (1) Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this Policy or discovered at a later date;
- (2) Damages existing prior to the time of loss; or
- (3) Any unrepaired part or portion of a loss to property for which you have made an insurance claim, whether or not paid by insurance.

Paragraph (3) above does not apply, for the same loss, to a reopened claim or a supplemental claim described under SECTION I – Conditions, Condition 2.a.(12).

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

However, any ensuing loss arising out of workmanship, repairs or lack of repairs, caused by a Peril Insured Against, to property described under SECTION I – Property Coverages, is covered unless the loss is otherwise excluded in the Policy.

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

**l. Constant or Repeated Seepage or Leakage of Water or Steam.**

Constant or repeated seepage or leakage of water or steam means the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor; which occurs over a period of 14 or more days, whether hidden or not.

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**m. Accidental Discharge or Overflow of Water or Steam.**

Accidental discharge or overflow of water or steam means the accidental discharge or overflow of water or steam from within:

- (1) A plumbing, heating, air conditioning or automatic fire protective sprinkler system;
- (2) A household appliance for heating water; or
- (3) A household appliance.

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

- (1) Shut off the water supply; and
- (2) Drain the system and appliances of water.

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

**n. Criminal Acts or Illegal Activity.**

Criminal acts or illegal activity means any and all criminal or illegal acts performed by, at the direction of, or with the prior knowledge of any insured that result in damage to your structure or personal property.

**o. Hurricane Loss to Screened Enclosures, Aluminum Framed Carports and Awnings.**

We do not cover loss to "Screened Enclosures," aluminum framed carports or awnings caused directly or indirectly by the peril of a hurricane.

**p. Home Sharing/Bed and Breakfast.**

Covered losses, on homes or Condos or any part thereof, arising out of participation in a home sharing or bed and breakfast program, such as Airbnb, Flipkey, HomeAway, where homes/condos are rented for days, weeks or months.

**q. Governmental Action.**

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

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

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."

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**SECTION I – CONDITIONS**


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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 an "insured" for more than the amount of such "insured's" interest at the time of loss; or

- b. For more than the applicable limit of liability.

## 2. Duties After Loss.

### a. Your Duties After Loss.

In the event of loss or damage to covered property, you must see that the following are done:

- (1) Give prompt notice to us or your insurance agent;

Except for "Emergency Mitigation Services" taken under Additional Coverage, 2., there is no coverage for repairs that begin before the earlier of:

- (a) 72 hours after we are notified of the loss;
- (b) The time of loss inspection by us; or
- (c) The time of other approval by us;

- (2) (a) To the degree reasonably possible, retain the damaged property and any other property that is related to the loss, whether the property is covered or not; and

(b) Allow us to inspect, photograph and/or videotape, subject to (2)(a) above, all damaged property prior to its removal from the "residence premises;"

- (3) Within 14 days after the discovery of the loss, or earlier if reasonably possible, notify the police in case of loss by theft, attempted theft, vandalism or loss by malicious mischief, and provide us a copy of the police report.

- (4) Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;

- (5) Protect the covered property from further damage. The following must be performed:

- (a) Take "Emergency Mitigation Services" as provided under Additional Coverage, 2.;

"Emergency Mitigation Services" under (5)(a) above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property and any other property that is related to the loss, whether the property is covered or not, must be retained for us to inspect.

- (b) Make reasonable and necessary repairs to damaged covered property;
- (c) Keep an accurate record of repair expenses;

- (6) Cooperate with us in the investigation of a claim;

- (7) Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

- (8) As often as we reasonably require:

- (a) Show us the damaged property and the cause of loss and the condition it was in at the time of loss, if reasonably possible, except as to any repairs performed under SECTION I – ADDITIONAL COVERAGES, 2.;

- (b) For losses under Coverage A and B, allow us to re-inspect, including but not limited to taking photographs and/or video of the property to confirm repairs invoiced by third parties were completed, or following a supplemental or re-opened claim;

- (c) Provide us with the records and documents we request and permit us to make copies;

- (d) You and any "insured" must submit to recorded statements when requested by us;

- (e) In the County where the "residence premises" is located you, your agents, your representatives and any and all insureds must submit to examinations under oath and sign same when requested by us;

At your or our request, the examinations will be conducted separately and not in the presence of any other persons except legal representation;

- (f) Permit us to take samples of damaged and undamaged property for inspection, testing and



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analysis;

- (g) Any and all insureds must execute all authorizations for the release of information when requested by us; and
- (9) Send to us, within sixty (60) days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - (a) The time and cause of loss;
  - (b) The interest of the "insured" and all others in the property involved and all liens on the property;
  - (c) Other insurance which may cover the loss;
  - (d) Changes in title or occupancy of the property during the term of the Policy;
  - (e) Specifications of damaged buildings and detailed repair estimates;
  - (f) The inventory of damaged personal property described in 2.a.(7) above;
  - (g) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
  - (h) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.
- (10) As often as is reasonably necessary to effectuate repairs:
  - (a) Provide access to the property;
  - (b) Execute any necessary city, county or municipal permits for repairs to be undertaken;
  - (c) Execute work authorizations to allow contractors entry to the property; and
  - (d) Otherwise cooperate with the repairs to the property;

when we exercise Our Option under SECTION I – CONDITIONS, paragraph 9.

If you unreasonably deny us access to inspect the loss during the period in a.(1)(a) above, coverage for repairs beyond "Emergency Mitigation Services" begins the earlier of when we are given access to inspect the loss or when we fail to appear at a scheduled loss inspection.

- (11) A claim or "reopened claim" under an insurance policy that provides property insurance for loss or damage caused by any peril is barred unless notice of the claim is given to us in accordance with the terms of the Policy within 1 year after the date of loss. A "supplemental claim" is barred unless notice of the "supplemental claim" is given to us in accordance with the terms of the Policy within 18 months after the date of loss.

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.

### 3. Loss Settlement.

Throughout this Policy, when determining the actual cash value of the loss, the costs necessary to repair, rebuild or replace the covered damaged property may be depreciated. Such costs subject to depreciation may include, but are not limited to, goods, materials, equipment, labor, overhead and profit, taxes, fees or similar charges.

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;
  - (4) Gravemarkers, including mausoleums;

at actual cash value at the time of loss but not more than the amount required to repair or replace.
- b. Buildings covered under Coverage A or B at replacement cost without deduction for depreciation:

**(1) Subject to:**

- (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.
  - (d)** "Emergency Mitigation Services" will be adjusted in accordance with Additional Coverages 2. "Emergency Mitigation Services" of this Policy.
  - (e)** All repairs other than "Emergency Mitigation Services" performed by repairpersons(s), or contractors shall not exceed the reasonable and necessary labor, materials, costs or measures to repair the property, unless otherwise specifically covered under the terms and conditions of the Policy (e.g., ordinance or law coverage).
  - (f)** Any contract entered into by you to perform non-emergency repairs for any loss attributed to a covered peril shall not interfere with the Our Option provision under this Policy.
- (2)** If, at the time of loss, the amount of insurance in this Policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this Policy that applies to the building:
- (a)** The actual cash value of that part of the building damaged; or
  - (b)** That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this Policy on the damaged building bears to 80% of the replacement cost of the building.
- (3)** To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
- (a)** Excavations, footings, foundations, piers or any structures or devices that support all or part of the building, 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 initially pay at least the actual cash value of the insured loss minus any applicable deductible. We shall pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred or we will pay a licensed contractor after the insured signs a contract and as repairs are made to the covered property. If a total loss of the covered dwelling occurs, we will pay up to the applicable limit of liability, without deduction for depreciation.
- (5)** If the dwelling where loss or damage occurs has been "vacant" for more than thirty (30) consecutive days before the loss or damage, we will:
- Not pay for any loss or damage caused by any of the following perils, even if they are Perils Insured Against:
- (a)** Vandalism;
  - (b)** Sprinkler leakage, when caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
  - (c)** Dwelling glass breakage;
  - (d)** Water damage;
  - (e)** Theft; or
  - (f)** Attempted theft.
- Dwellings under construction are not considered "vacant." In the event the construction extends greater than 60 days you must notify us.

**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

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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 law and ordinance.

6. **Mediation.**

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

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

If you and we fail to agree on the settlement regarding the loss, prior to filing suit, you must notify us of your disagreement and intent to file suit in writing to allow us an opportunity to exercise our right to demand mediation.

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.**

- a. If you and we fail to agree on the settlement regarding the loss, prior to filing suit, you must provide the Department of Financial Services with written notice of intent to initiate litigation at least 10 business days before filing suit under the Policy, in accordance with Section 627.70152, Florida Statutes.

No action can be brought against us by an insured; unless:

- (1) There has been full compliance with all of the terms applicable to the insured under SECTION I of this Policy; and
- (2) The action is started within five (5) years after the date of the loss.

9. **Our Option.**

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

- a. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- b. For losses covered under Coverage A – Dwelling, insured for Replacement Cost Loss Settlement as outlined in SECTION I – CONDITIONS, Loss Settlement, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
- c. For all other losses insured on a replacement cost basis other than personal property, we may elect to repair or replace any or all of the damaged property with like property without deduction for depreciation.
- d. We will provide written notice to you no later than thirty (30) days after our inspection of the reported loss.
- e. You must comply with the duties described in SECTION I – CONDITIONS, paragraphs 2.a.(8) and 2.a.(10).
- f. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
- g. You must execute all work authorizations to allow contractors and related parties entry to the property.

- h. You must otherwise cooperate with repairs to the property.
- i. You are responsible for payment of the deductible stated in your declaration page.
- j. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract. Any contract entered into between you and any repairperson(s), contractor, other person or company to perform repairs or services except "Emergency Mitigation Services" for any loss attributed to a covered peril shall not interfere with this right.

**10. Loss Payment.**

We will adjust all losses with you. Claims payments issued for damage under Coverage A – Dwelling or Coverage B – Other Structures will be made payable to all persons, parties, and entities with an insurable interest in the property covered (including but not limited to, Named Insureds and mortgagees listed on the Declarations of this Policy). In the event that any repair services were performed under the Our Option provision, we will pay the retained contractor directly for those services or part or portion of any services the retained contractor performs or provides. For all other claims payments, 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 earlier of the following:

- a. Twenty (20) days after we receive your proof of loss and reach written agreement with you; or
- b. Sixty (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 a mediation settlement with us.
- c. Within sixty (60) days after we receive the notice of a property insurance claim from you, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control, which reasonably prevent such payment. Our failure to comply with this paragraph shall not form the sole basis for an action against us for breach of contract under this Policy or for benefits under this Policy.

"Emergency Mitigation Services" will be payable in accordance with SECTION I – PROPERTY COVERAGES, Additional Coverages, 2. "Emergency Mitigation Services".

**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 – Dwelling 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. Pay 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 sixty (60) days after receiving notice from us of your failure to do so. Policy conditions relating to Mediation, 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 ten (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.

We provide coverage to no mortgagee or its representatives under this Policy if, whether before or after a loss, a mortgagee or its representative has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made material false statements;
- relating to this insurance.
- 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 seventy-two (72) hour period will be considered as one volcanic eruption.
- 17. Adjustment to Property Coverage Limits.**
- If your Policy is a renewal with us, the limit of liability for Coverages A, B, C and D may be adjusted. We will not reduce the limits of liability shown on the Declarations without your consent.
- Any change in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:
- a. These adjustments will keep pace with inflation; or
  - b. That the amounts of coverage are adequate to repair or rebuild any specific building or structure.
- 18. Deductible.**
- Unless otherwise noted in this Policy, the following deductible provision applies:
- Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under SECTION I that exceeds the deductible amount shown in the Declarations.
- 19. Professional Reports or Services.**
- This Policy does not provide coverage for and expressly excludes any payment for expenses of engineering reports, professional services, or other expert opinions, reports, or estimates to establish and/or determine the cause of loss or the amount of loss rendered by professionals including, but not limited to appraisers, inspectors, contractors, plumbers, consultants, estimators, roofers, or engineers paid for or ordered by you or any "insured" or any representative acting on your or any insured's behalf, unless we first request or approve the report, service, or opinion.

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## SECTION II – LIABILITY COVERAGES

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### COVERAGE E – Personal Liability

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

- 1. Pay up to our limit of liability for the damages for which 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."

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**SECTION II – EXCLUSIONS**

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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 one or more "insureds";
  - 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



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- (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" and 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 solely to service an "insured's" residence;
  - (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 fifty (50) horsepower or less not owned by an "insured";
  - (b) Inboard or inboard-outdrive engine or motor power of more than fifty (50) horsepower not owned by or rented to an "insured";
  - (c) One or more outboard engines or motors with twenty-five (25) total horsepower or less;
  - (d) One or more outboard engines or motors with more than twenty-five (25) total horsepower if the outboard engine or motor is not owned by an "insured";
  - (e) Outboard engines or motors of more than twenty-five (25) total horsepower owned by an "insured" if:
    - (i) You acquire them prior to the policy period; and
      - You declare them at policy inception; or
      - Your intention to insure is reported to us in writing within forty-five (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 twenty-six (26) feet in overall length;
  - (b) Twenty-six (26) feet or more in overall length, not owned by or rented to an "insured."
- (3) That are stored.

h. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an aircraft;



(2) The entrustment by an "insured" of an aircraft to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;

i. 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;

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

k. Arising out of sexual molestation, sexual harassment or sexual misconduct, corporal punishment or physical or mental abuse; or

l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of:

(1) a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A Sections 811 and 812;

(2) Any cannabis regardless of whether such cannabis is considered a Controlled Substance.

Controlled Substances include, but are not limited to:

(i) Cocaine;

(ii) LSD; and

(iii) All narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed healthcare provider.

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

(1) Out of the ingestion of paint that has lead in it;

(2) Out of the ingestion of paint that has lead compounds in it;

(3) Out of the inhalation of paint that has lead in it;

(4) Out of the inhalation of paint that has lead compounds in it;

(5) From radon, or any other substance that emits radiation;

(6) In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:

(a) Vapors or fumes;

(b) Gas or oil;

(c) Toxic chemicals, liquid or gas;

(d) Waste materials; and

(e) Irritants, contaminants or pollutants.

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

n. **Criminal Activity.**

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

o. **Assault and Battery.**

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

**p. Home Sharing/Bed and Breakfast**

"Bodily injury" or "property damage" occurring on the "residence premises" arising out of participating in a home sharing or bed and breakfast program such as Airbnb, Flipkey, or HomeAway.

**q. Paint; Radon; Radiation; Vapors; Fumes; Gas; Oil; Toxic Chemicals, Liquid or Gas; Waste Materials; Irritants, Contaminants or Pollutants**

"Bodily injury" or "property damage" arising:

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

**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;

- f. "Bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined; or
- g. "Bodily injury" or "property damage" caused by any animal or animals owned or kept by any "insured" whether or not the injury occurs on your premises or any other location.
- h. "Bodily injury" or "property damage" caused by or arising out of the ownership, rental borrowing, use, or supervision, of model aircraft, hobby aircraft, or drones, whether or not the "bodily injury" or "property damage" damage occurs on the "residence premises" or elsewhere.

However, this Exclusion h. does not apply to model aircraft designed as a toy aircraft, for use by children under 13 years of age and not built or modified after manufacture to be propelled or powered by combustible fuel.

**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 any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

**4. This insurance does not apply to "Personal Injury."**

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**SECTION II – ADDITIONAL COVERAGES**

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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;

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- 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 thirteen (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, or use of aircraft, watercraft or 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 \$1,000 for your share of loss assessment charged against you 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 \$1,000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

- 1. SECTION II – Coverage E – Personal Liability Exclusion 2.a.(1);
- 2. Condition 1. Policy Period, under SECTION I AND II – CONDITIONS.

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## SECTION II – CONDITIONS

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1. **Limit of Liability.** 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. This limit is the same regardless of the number of "insureds," claims made or persons injured. 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."

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:

- a. Inhalation of;
- b. Ingestion of;
- c. Contact with;
- d. Exposure to;
- e. Existence of; or
- f. Presence of:

any "fungi," mold, wet or dry rot, yeast or bacteria will not be more than the SECTION II – Coverage E Aggregate Sublimit of Liability of \$50,000 for "Fungi," Mold, Wet or Dry Rot, Yeast or Bacteria.

This is the most we will pay regardless of the:

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

This sublimit is within, and 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.

Condition 2. Severability of Insurance does not apply to the Aggregate Sublimit of Liability of \$50,000 described under this Sublimit of Liability for "Fungi," Mold, Wet or Dry Rot, Yeast or Bacteria.

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 insurance 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

## EDISON INSURANCE COMPANY

HOMEOWNERS  
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- (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 sixty (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 full compliance with all of the policy provisions under this SECTION II.
- 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. Incorrect Statements or Representations, 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, one or more “insureds” have:

- (1) Concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made one of more material incorrect statements or representations;  
relating to this insurance.

However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the Policy has been in effect for more than sixty (60) days.

- b. Under SECTION II - LIABILITY COVERAGES, we do not provide coverage to one or more “insureds” who, whether before or after a loss, have:

- (1) Concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made one or more material incorrect statements or representations;  
relating to this insurance.

However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the Policy has been in effect for more than sixty (60) days.

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 sixty (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 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 sixty (60) days or less, we may cancel immediately if there has been:
- (1) A material misstatement, misrepresentation; or
  - (2) 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 reason(s) for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

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

However, if your property is secured by a mortgage and your lender fails to pay on a timely basis the premium when due, we will reinstate the Policy pursuant to Florida Statute 501.137.

- (2) When this policy has been in effect for sixty (60) 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) Solely as the result of a single claim on your Policy caused by water damage, unless:

We can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

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

- (d) Solely on the basis of the age of the roof if the roof is less than 15 years old; or

- (e) Solely on the basis of the age of the roof if the roof is more than 15 years old and an inspection of the roof performed by an authorized inspector indicated that the roof has five years or more of useful life remaining.

Except as provided in item 5.b. and 5.c.(1) above, we will let you know of our action at least twenty (20) days before the date the cancellation takes effect.

- (3) When the Policy has been in effect for more than sixty (60) 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, within sixty (60) days after the effective date of coverage,



with underwriting requirements established by us before 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.

However, we may not cancel based on credit information available in public records after a Policy has been in effect for more than sixty (60) days; or based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured."

After a Policy has been in effect form more than sixty (60) days, we may not cancel solely on the basis of the age of the roof if the roof is less than 15 years old or solely on the basis of the age of the roof if the roof is more than 15 years old and an inspection of the roof performed by an authorized inspector indicated that the roof has five years or more of useful life remaining.

Except as provided in Item 5.c.(1) above, we will let you know at least one hundred twenty (120) 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 returned with the policy notice of cancellation or when this Policy is returned to us, we will refund it within fifteen (15) working days after the date cancellation takes effect.

## 6. Nonrenewal

We may elect not to renew this Policy.

We may do so by delivering to you or mailing to at your mailing address shown in the Declarations, written notice, together with the specific reasons for non-renewal, at least one hundred twenty (120) days before the expiration date of this Policy.

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;

- b. On the basis of filing of claims for "sinkhole" loss.

However, we may elect not to renew this Policy if:

- (1) The total of such property claim payments for this Policy equals or exceeds the policy limits of coverage for the Policy in effect on the date of loss, for property damage to the covered building, as set forth on the declarations page; 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;

- c. On the basis of credit information available in public records;
- d. On the basis of filing a single claim which was the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;
- e. Based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured."
- f. Solely on the basis of the age of the roof if the roof is less than 15 years old; or
- g. Solely on the basis of the age of the roof if the roof is more than 15 years old and an inspection of the roof performed by an authorized inspector indicated that the roof has five years or more of useful life remaining.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

- 7. **Assignment.** Assignment of this Policy will not be valid unless we give our written consent. Assignment of your losses or claims does not alter this Policy or relieve "you" or "us" of any of the obligations or duties under this Policy.

- 8. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person or organization. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, 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, the following applies:
- 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) 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. **Notice.**
- A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us, that needs access to an "insured" or claimant or to the insured property that is the subject of a claim must provide at least forty-eight (48) hours' notice to the "insured" or claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property. The "insured" or claimant may deny access to the property if notice has not been provided. The "insured" or claimant may waive this forty-eight (48) hour notice.
11. **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 forty-five (45) days before the expiration date of this Policy.
- Proof of mailing or "electronic transmittal" is sufficient proof of notice.
12. **Change in Occupancy or Usage of "Residence Premises."**
- If we have not been notified by you within sixty (60) days of any change of ownership, title, use or owner occupancy of the "residence premises," including:
- a. The rental of the "residence premises";
  - b. Vacancy or abandonment of the "residence premises";
  - c. The use of the "residence premises" for any purpose other than a residential unit;
- any loss occurring from the 61<sup>st</sup> day after such change to the date proper notice is given will be excluded from coverage. If this occurs, premium would be refunded for the period during which the coverage is suspended.
12. **Recording of Inspection**
- Recording of any inspection by audio, video, or any other means by the insured, claimant, or any third party representing the insured or claimant is strictly prohibited.

IN WITNESS WHEREOF, Edison Insurance Company has executed and attested these presents.



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President, Edison Insurance Company

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# Notice of Premium Discounts for Hurricane Loss Mitigation

## \*\*\* Important Information \*\*\* About Your Personal Residential Insurance Policy

03/05/2024

Dear Homeowner,

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 88%.



## 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 \$2,664.00 which is part of your total annual premium of \$4,732.90. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below 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> </ul>                                                         | **                                  | **                                                   |
| <ul style="list-style-type: none"> <li>Reinforced Concrete Roof Deck.<br/>(If this feature is installed on your home you most likely will not qualify for any other discount.)</li> </ul> | 25.0%                               | \$666.00                                             |
| <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> </ul>         | **                                  | **                                                   |
| <ul style="list-style-type: none"> <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> </ul>                                      | **                                  | **                                                   |
| <ul style="list-style-type: none"> <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>                                        | **                                  | **                                                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                         |                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------|
| <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> <li>• 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.</li> <li>• Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss.</li> </ul> | <p>**</p> <p>**</p> <p>**</p> <p>**</p> | <p>**</p> <p>**</p> <p>**</p> <p>**</p> |
| <u>Roof Shape</u> <ul style="list-style-type: none"> <li>• Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>• Other.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>**</p> <p>**</p>                     | <p>**</p> <p>**</p>                     |
| <u>Secondary Water Resistance (SWR)</u> <ul style="list-style-type: none"> <li>• SWR – defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.</li> <li>• No SWR.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                         | <p>12.5%</p> <p>**</p>                  | <p>\$333.00</p> <p>**</p>               |
| <u>Shutters</u> <ul style="list-style-type: none"> <li>• None.</li> <li>• Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> <li>• Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>                                                                                                                                                                                                                                                                                                   | <p>**</p> <p>**</p> <p>**</p>           | <p>**</p> <p>**</p> <p>**</p>           |

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

\*\* Shown as not applicable because policy already reflects either the feature noted or a feature providing a larger discount.



### Homes built under the 2001 building code or later

| Description of Feature                                                                                                                                                                                                                                                                                                                                        | Estimated*<br>Premium Discount<br>Percent | Estimated* Annual<br>Premium (\$) is<br><u>Reduced</u> by: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------------------------|
| Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home. |                                           |                                                            |
| <u>Shutters</u> <ul style="list-style-type: none"> <li>None.</li> </ul>                                                                                                                                                                                                                                                                                       | N/A                                       | N/A                                                        |
| <ul style="list-style-type: none"> <li>Intermediate Type —shutters that are strong enough to meet half the old Miami-Dade building code standards.</li> </ul>                                                                                                                                                                                                 | N/A                                       | N/A                                                        |
| <ul style="list-style-type: none"> <li>Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards.</li> </ul>                                                                                                                                                                                        | N/A                                       | N/A                                                        |
| <u>Roof Shape</u> <ul style="list-style-type: none"> <li>Hip Roof – defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> </ul>                                                                                                                                                                                             | N/A                                       | N/A                                                        |
| <ul style="list-style-type: none"> <li>Other.</li> </ul>                                                                                                                                                                                                                                                                                                      | N/A                                       | N/A                                                        |

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

\*\* Show as not applicable because policy already reflects either the feature noted or a feature providing a larger discount.

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from N/A to N/A.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at (866) 568-8922.

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

**CALENDAR YEAR HURRICANE DEDUCTIBLE WITH  
SUPPLEMENTAL REPORTING REQUIREMENT – FLORIDA**

**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. The duration of the hurricane includes the time period, in Florida:
  - a. Beginning at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
  - b. Ending 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 shown on your Declarations.

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 your Declarations.

2. With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year, we will pay only that part of the total of all loss payable under Section I - Property Coverages that exceeds the greater of:

- a. The remaining dollar amount of the calendar year hurricane deductible; or
- b. The deductible that applies to fire that is in effect at the time of the loss.

The remaining dollar amount of the calendar year hurricane deductible is determined by subtracting the actual deductible(s) applied to 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 promptly report any windstorm loss caused by a hurricane occurrence that is below the hurricane deductible so that we may consider the amount of such loss when adjusting claims for subsequent hurricane occurrences that occur during the calendar year.

#### **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.

Edison Insurance Company

Homeowners  
EDI HO ML 06 23**MATCHING OF UNDAMAGED PROPERTY**  
**SPECIAL LIMIT OF LIABILITY**

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

The following is added in Form **EDI HO 03 – HOMEOWNERS 3 SPECIAL FORM – SECTION I – PROPERTY COVERAGES** under **A. Coverage A – Dwelling** and **B. Coverage B – Other Structures** and **EDI HO 06 – HOMEOWNERS 6 – UNIT-OWNERS FORM** under **Coverage A – Dwelling**:

**Special Limit of Liability****Matching Of Undamaged Property**

We will only initially pay the actual cash value of damage to covered property that is directly and physically damaged by the reported loss, less any applicable deductible. We will pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred. If, after work is performed and expenses are incurred, it is determined that the covered property that was directly and physically damaged by the reported loss cannot be repaired or replaced to match the adjoining undamaged property, then we will repair or replace adjoining undamaged property. In determining the extent of the repairs or replacement of adjoining undamaged property, we will consider, subject to the limit provided in this endorsement:

1. The cost of repairing or replacing the undamaged portions of the property; and
2. The degree of uniformity that can be achieved without such cost; and
3. The remaining useful life of the undamaged portion; and
4. Other relevant factors.

The total limit of liability for **Coverages A and B (Coverage A in Form EDI HO 06)** is 1% of the **Coverage A** limit of liability for repairs or replacements of all undamaged parts of the building or its components to match repairs or replacements made to damage as a result of a covered loss.

This limitation does not increase the **Coverage A** or **Coverage B** limits of liability shown on the Declarations page, nor does it apply to damage otherwise limited or excluded.

All other policy provisions apply.

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

**LIMITATIONS ON ROOF COVERAGE**

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**SECTION I – EXCLUSIONS**

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**DEFINITIONS**

With respect to the provisions of this endorsement, the following definitions are added or revised;

“Roof surfacing” means the:

- a. Exterior Shingles, panels or tiles;
- b. Cladding, underlayment, or decking;
- c. Felt, membrane, including self-adhered water and ice-dam protection membrane, tar, and tar paper;
- d. Metal or synthetic sheeting or similar materials covering the roof;
- e. Roof vents;
- f. Roof flashing and drip edges;
- g. Turbines;
- h. Skylight and/or components; or
- i. Any other roofing component comprising part of the overall roof surface

This includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection.

“Hurricane occurrence”

- a. Begins at the time a hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- 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.

“Named Storm” means a storm system that has been identified as a tropical storm and assigned a name by the National Hurricane Center (“NHC”). Under the terms of this endorsement, a Named Storm begins at the time a Tropical Storm Warning is issued by the NHC for the county in which the affected premises are located, and ends 72 hours after the termination of the last Tropical Storm Watch or Warning issued for that area by the NHC.

The following is added under **SECTION I – EXCLUSIONS**:

Notwithstanding any other provisions within the policy, with regard to property described in **COVERAGE A – Dwelling** and **COVERAGE B – Other Structures**, unless loss is caused by a “Hurricane occurrence” or “Named Storm,” we do not cover loss to “Roof surfacing” caused directly or indirectly by any of the following:

- a. Wear and tear, marring, spatter marks, or deterioration;

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- b.** Displacement or removal of roof surface granules that does not result in fracturing, bruising, puncturing, or other damage to the base material or underlying mat;
- c.** Inherent vice or latent defect;
- d.** Faulty, inadequate, or defective maintenance;
- e.** Faulty, inadequate, or defective materials used in repair, construction, renovation, or remodeling;
- f.** Faulty, inadequate, or defective design, specifications, workmanship, repair, construction, renovation, or remodeling; or
- g.** Settling, shrinking, bulging, or expansion, including resultant cracking.

This exclusion does not change coverage for ensuing loss to any property described in Coverage **A** – Dwelling and Coverage **B** – Other Structures which does not fall under the definition of “Roof Surfacing”, caused directly or indirectly by **a.** through **g.** above, unless such ensuing loss is precluded by any other provision in this policy.

All other policy provisions apply.

## INFORMATION ON MEDIATION AND CLAIMS HANDLING

The Chief Financial Officer for the State of Florida has adopted a rule to facilitate the fair and timely handling of residential property insurance claims. The rule gives you the right to attend a mediation conference with your insurer in order to settle any claim you have with your insurer. An independent mediator, who has no connection with your insurer, will be in charge of the mediation conference. You can start the mediation process after receipt of this notice by calling the Department of Financial Services at 1(877)693-5236. The parties will have 21 days from the date the request is received by the Department to otherwise resolve the dispute before a mediation conference can be scheduled.

The Florida Department of Financial Services mediation program was created to assist in disputed residential property damage claims in excess of \$500, not including the deductible under section 69O-166.031. Mediation is a process where a neutral third party meets with you to reach an agreement both parties can accept. Mediation is non-binding. Neither you nor we are legally obligated to accept the outcome.

An independent mediator, who has no connection with the insurer, will be in charge of the mediation conference. The Department of Financial Services Administrator will select the mediator. At any time a party may move to disqualify a mediator for good cause. Good cause consists of conflict of interest between a party and the mediator, that the mediator is unable to handle the conference competently, or other reasons which would reasonably be expected to impair the conference. Complaints concerning a mediator shall be written and submitted to the Department of Financial Services, Mediation Section, Bureau of Education, Advocacy and Research, 200 East Gaines Street, Tallahassee, Florida 32399.

You are to notify the mediator 14 days before the mediation conference if you will bring representation to the conference, unless the insurer waives the right to the notice of representation. Upon receipt of such notice from the you, the mediator shall provide notice to the insurer that you will be represented at the mediation conference.

Therefore, should you wish to begin the mediation process, please contact the Florida Department of Financial Services by telephone, facsimile, or in writing as noted below.

Department of Financial Services  
Mediation Section  
Bureau of Education, Advocacy, and Research  
200 East Gaines Street  
Tallahassee, FL 32399-4212  
Phone: 877-693-5236      Facsimile: 850-488-6372

The location of the mediation conference shall be held at a reasonable location specified by the mediator within a reasonable proximity of your dwelling. All fees for the mediation will be paid by Edison Insurance Company.

Please understand that any investigation made, or action taken by ourselves or other representatives of Edison on this claim is done with a full reservation of rights under the policy and with the understanding that any investigation, adjustment, defense of the claim or any action whatsoever by ourselves or other representatives of Edison Insurance Company will not constitute a waiver of any rights the insurance company has under the policy. For further information, you may contact us directly at (888) 683-7971, or email at [claims@edisoninsurance.com](mailto:claims@edisoninsurance.com).



