

Rich Howes Ins  
1400 Hand Ave Ste G  
Ormond Beach FL 32174-8195



JOHN M BANDORF  
KIMBERLY BANDORF  
414 ORANGE AVE  
PORT ORANGE FL 32127-4445

## Welcome to Castle Key!

Thank you for choosing Castle Key\* for your Renters insurance. We look forward to protecting what's important to you for many years.

### Here's your insurance policy

Along with your new Renters policy, We've included a guide to what's in this package and answers to some common questions.

### You qualify for a Multiple Policy Discount!

Along with our thanks for adding a Castle Key Renters policy to your existing Allstate auto policy, we're happy to pass along the great news that you now qualify for a **discount on both policies**. Besides saving twice, you'll enjoy the convenience of working with an experienced team for your auto and property insurance needs.

### How to contact us

Please give your Castle Key Agent a call at (386) 673-2433 if you have any questions.

*\* Please note that, while the assets and liabilities of the Castle Key companies are separate and distinct from other companies within the Allstate group, Allstate Insurance Company provides some customer services for the Castle Key companies.*

Sincerely,

Michael S. Sheely  
President, Castle Key Indemnity Company



Information as of June 29, 2020

Policyholder(s) Page 1 of 2

**John M Bandorf, Kimberly Bandorf**

Policy number

**988 334 818**

Your Castle Key agency is

**Rich Howes Ins**

(386) 673-2433

richardhowes3@allstate.com

NP182-1

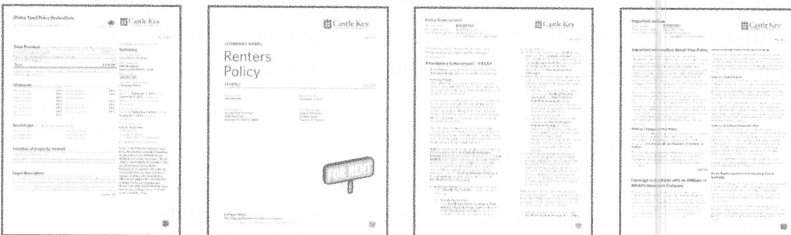


## Your Insurance Coverage Checklist

We're happy to have you as an Castle Key customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

- What's in this package?**  
See the guide below for the documents that are included. **Next steps:** review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.
- Am I getting all the discounts I should?**  
Confirm with your Castle Key Agent that you're benefiting from all the discounts you're eligible to receive.
- What about my bill?**  
Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it.  
You can also pay your bill online at [allstate.com](http://allstate.com) or by calling 1-800-856-2518 or (1-800-255-7828). Para español, llamar al 1-800-979-4285. If you're enrolled in the Castle Key Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule.
- What if I have questions?**  
You can either contact your Castle Key Agent or call us 24/7 at 1-800-856-2518 or (1-800-255-7828) - para español, llamar al 1-800-979-4285 - with questions about your coverage, or to update your coverages, limits, or deductibles. Or visit us online at [allstate.com](http://allstate.com).

## A guide to your welcome package



**Policy Declarations\***  
The Policy Declarations lists policy details, such as your property details and coverages.

**Policy**  
Your policy is your insurance contract; it lists all of the terms and conditions of your coverage.

**Policy Endorsements**  
If changes are made to your policy, these documents will include your new contract language.

**Important Notices**  
We use these notices to call attention to particularly important coverages, policy changes and discounts.

\*To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.

# Renters Policy Declarations

Your policy effective date is July 6, 2020



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

**YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.  
(Ed. Date 11/08)**

Information as of June 29, 2020

## Summary

Named Insured(s)

**John M Bandorf, Kimberly Bandorf**

Mailing address

**414 Orange Ave  
Port Orange FL 32127-4445**

Policy number

**988 334 818**

Your policy provided by

**Castle Key Indemnity Company**

Policy period

Begins on **July 6, 2020** at 12:01 A.M. standard time, with no fixed date of expiration

Premium period

Beginning **July 6, 2020** through **July 6, 2021** at 12:01 A.M. standard time

Your Castle Key agency is

**Rich Howes Ins**  
1400 Hand Ave Ste G  
Ormond Beach FL 32174-8195  
(386) 673-2433  
richardhowes3@allstate.com

## Total Premium for the Premium Period (Your bill will be mailed separately)

Premium for property insured	\$232.00
01/2007 Florida Hurricane Catastrophe Fund Emergency Assessment	\$0.00

**Total \$234.00**

*Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s). If you do not pay your bill by the due date shown on your billing statement, you may be charged a late fee.*

*See the **Important Payment and Coverage Information** section for details about installment fees.*

*The total premium includes a \$37.00 hurricane premium.*

*The total premium includes a \$195.00 non-hurricane premium.*

*The total premium includes a \$2.00 EMPA trust fund surcharge.*

## Discounts (included in your total premium)

Protective Device	2%	Home and Auto	17%
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## Location of property insured

414 Orange Ave, Port Orange, FL 32127-4445

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.



Policy number: **988 334 818**

Policy effective date: July 6, 2020

## Rating Information

The dwelling is of frame construction and is occupied by 1 family

Hurricane Premium adjusted 0% and Non-Hurricane Premium adjusted 0% for Building Code Effectiveness Grading Adjustments range from 1% surcharge to 11% discount.

## Additional Interested Party

None

## Coverage detail for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Personal Property Protection - Replacement Cost Method Provision	\$50,000	<ul style="list-style-type: none"> <li>• Other Peril Deductible Applies**</li> <li>• <b>Deductible for Hurricane Applies***</b></li> </ul>
Additional Living Expense	Lesser of \$5,000 or 12 months	
Family Liability Protection	\$100,000 each occurrence	
Guest Medical Protection	\$1,000 each person	

### ► Other Coverages Not Purchased:

- Business Property Protection\*
- Business Pursuits\*
- Cellular Communication System\*
- Electronic Data Processing Equipment\*
- Extended Coverage on Cameras\*
- Extended Coverage on Jewelry, Watches and Furs\*
- Extended Coverage on Musical Instruments\*
- Extended Coverage on Sports Equipment\*
- Fire Department Charges\*
- Home Day Care\*
- Incidental Office, Private School Or Studio\*
- Increased Coverage on Building Improvements\*
- Increased Coverage on Money\*
- Increased Coverage on Securities\*
- Increased Silverware Theft Limit\*
- Lock Replacement\*
- Optional Protection for Mold\*
- Sinkhole Activity\*
- Waterbed Liability\*

\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

\*\* \$500 is your Other Peril Deductible, which applies to the total of all losses under the coverages indicated above.

**\*\*\*\$500 (calculated by applying 0% to your Personal Property Protection limit) is your Deductible for Hurricanes, which applies to the total of all losses under the coverages indicated above. Please read your Hurricane Deductible Endorsement carefully.**

## Scheduled Personal Property Coverage

Your policy does not include Scheduled Personal Property Coverage. This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

## Your policy documents

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Your Renters policy consists of the Policy Declarations and the following documents. Please keep them together.

- Renters Policy - AP4686
- Florida Renters Amendatory Endorsement - AP4767-1
- Florida Hurricane Deductible Endorsement - AP4491
- Amendatory Endorsement - AP4963

## Important payment and coverage information

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Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ A \$10.00 late fee may be assessed if payment is received after the due date.
- ▶ The Property Insurance Adjustment condition applies using the Marshall Swift Boeckh publications personal property cost estimating index.
- ▶ Please note: This is not a request for payment. Any adjustments to your premium will be reflected on your next scheduled bill which will be mailed separately.
- ▶ If you decide to pay your premium in installments, there will be a \$3.00 installment fee charge for each payment due. If you make 12 installment payments during the policy period, and do not change your payment plan method, then the total amount of installment fees during the policy period will be \$36.00.

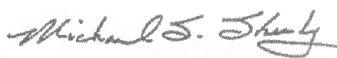
If you are on the Castle Key Easy Pay Plan, there will be a \$1.50 installment fee charge for each payment due. If you make 12 installment payments during the policy period, and remain on the Castle Key Easy Pay Plan, then the total amount of installment fees during the policy period will be \$18.00.

If you change payment plan methods or make additional payments, your installment fee charge for each payment due and the total amount of installment fees during the policy period may change or even increase.

Please note that the Castle Key Easy Pay Plan allows you to have your insurance payments automatically deducted from your checking or savings account.

### ▶ If You Have a Question About Your Insurance...

If you wish to present an inquiry or obtain information about coverage, or if you need assistance in resolving a complaint, please call (386) 673-2433.



Michael S. Sheely  
President



Susan L. Lees  
Secretary

IN WITNESS WHEREOF, **Castle Key Indemnity Company** has caused this policy to be signed by two of its officers at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of **Castle Key Indemnity Company**.

Policy countersigned by Rich Howes Ins



CASTLE KEY INDEMNITY COMPANY

# Renters Policy

FLORIDA

AP4686

Policy number  
**988 334 818**

Policy effective  
**July 6, 2020**

Policyholders  
**John M Bandorf, Kimberly  
Bandorf  
414 Orange Ave  
Port Orange FL 32127-4445**

Your Castle Key agency is  
**Rich Howes Ins  
1400 Hand Ave Ste G  
Ormond Beach FL 32174-8195**



**Castle Key Indemnity Company**  
A Stock Company---Home Office: St. Petersburg, Florida 33716

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## General

### Definitions Used In This Policy

1. **You or your** means the person named on the Policy Declarations as the insured and that person's resident spouse.
2. **We, us or our** means the company named on the Policy Declarations.
3. **Insured person(s)** means **you** and, if a resident of **your** household:
  - a) any relative; and
  - b) any dependent person in **your** care.

Under **Family Liability Protection-Coverage X** and **Guest Medical Protection-Coverage Y**, **insured person** also means:

- a) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an **insured person**. **We** do not cover any person or organization using or having custody of animals or watercraft in any **business**, or without permission of the owner.
  - b) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an **insured person**.
4. **Bodily injury** means physical harm to the body, including sickness or disease, and resulting death, or any resulting symptom, effect, condition, disease or illness. **Bodily injury** does not include any of the following which are communicable: disease, bacteria, parasite, virus or other organism, any of which are transmitted by any **insured person** to any other person. It also does not include the exposure to any such disease, bacteria, parasite, virus or other organism by an **insured person** to any other person.

Under **Guest Medical Protection-Coverage Y**, **bodily injury** means physical harm to the body, including sickness or disease. **Bodily injury** does not include any of the following which are communicable: disease, bacteria, parasite, virus or other organism, any of which are transmitted by any **insured person** to any other person. It also does not include the exposure to any such disease, bacteria, parasite, virus or other organism by any **insured person** to any other person.

5. **Business** means:
  - a) any full- or part-time activity of any kind engaged in for economic gain and the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is also a **business**. However, the mutual exchange of home day care services is not considered a **business**;
  - b) any property rented or held for rental by an **insured person**. Rental of **your residence premises** is not considered a **business** when:
    - 1) it is rented occasionally for residential purposes;
    - 2) a portion is rented to not more than two roomers or boarders; or
    - 3) a portion is rented as a private garage.

6. **Insured premises** means:
  - a) the **residence premises**; and
  - b) under **Section II** only:
    - 1) the part of any other premises, other structures and grounds used by **you** as a residence. This includes premises, structures and grounds **you** acquire for **your** use as a private residence while this policy is in effect;
    - 2) any part of a premises not owned by an **insured person** but where an **insured person** is temporarily living;
    - 3) cemetery plots or burial vaults owned by an **insured person**;
    - 4) vacant land, other than farmland, owned by or rented to an **insured person**;
    - 5) land owned by or rented to an **insured person** where a one-, two-, three- or four-family **dwelling** is being built as that person's residence;
    - 6) any premises used by an **insured person** in connection with the **residence premises**;
    - 7) any part of a premises occasionally rented to an **insured person** for other than **business** purposes.
7. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, during the policy period, resulting in **bodily injury** or **property damage**.
8. **Property damage** means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.
9. **Residence employee** means an employee of an **insured person** while performing duties arising out of and in the course of employment in connection with the maintenance or use of **your residence premises**. This includes similar duties performed elsewhere for an **insured person**, not in connection with the **business** of an **insured person**.
10. **Residence premises** means that portion of any building used by **you** as a private residence, excluding any portion used for **business** purposes, which is described on the Policy Declarations.
11. **Sinkhole activity** means the settlement or systematic weakening of the earth supporting the **residence premises** but only when such settlement or systematic weakening results from movement or raveling of soils, sediments or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation. We do not cover **catastrophic ground cover collapse** under Sinkhole Activity Coverage.
12. **Catastrophic ground cover collapse** means geological activity that results in all the following:
  1. the abrupt collapse of the ground cover;
  2. a depression in the ground cover clearly visible to the naked eye;
  3. structural damage to a building structure, including the foundation, in which the **residence premises** is located; and



4. that building structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building structure.

**Catastrophic ground cover collapse** does not include structural damage consisting merely of settling or cracking of a foundation, building structure or any other structure.

### Insuring Agreement

In reliance on the information **you** have given **us**, **we** agree to provide the coverages indicated on the Policy Declarations. In return, **you** must pay the premium when due and comply with the policy terms and conditions, and inform **us** of any change in use or occupancy of the **residence premises**.

Subject to the terms of this policy, the Policy Declarations shows the location of the **residence premises**, applicable coverages, limits of liability and premiums. The policy applies only to losses or **occurrences** that take place during the policy period. The policy period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

The terms of this policy impose joint obligations on the person named on the Policy Declarations as the insured and on that person's resident spouse. These persons are defined as **you** or **your**. This means that the responsibilities, acts and omissions of a person defined as **you** or **your** will be binding upon any other person defined as **you** or **your**.

The terms of this policy impose joint obligations on persons defined as an **insured person**. This means that the responsibilities, acts and failures to act of a person defined as an **insured person** will be binding upon another person defined as an **insured person**.

### Agreements We Make With You

**We** make the following agreements with **you**:

#### Conformity To State Statutes

When the policy provisions conflict with the statutes of the state in which the **residence premises** is located, the provisions are amended to conform to such statutes.

#### Coverage Changes

When **we** broaden coverage during the premium period without charge, **you** have the new features if **you** have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy is based on information **you** have given **us**. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that if this information changes, is incorrect or incomplete, **we** may adjust **your** coverage and premium accordingly during the policy period.

Any calculation of **your** premium or changes in **your** coverage will be made using the rules, rates and forms on file, if required, for **our** use in **your** state. The rates in effect at the beginning of **your** current premium period will be used to calculate any change in **your** premium.

### Policy Transfer

**You** may not transfer this policy to another person without **our** written consent.

### Continued Coverage After Your Death

If **you** die, coverage will continue until the end of the premium period for:

- 1) **Your** legal representative while acting as such, but only with respect to the **residence premises** and property covered under this policy on the date of **your** death.
- 2) An **insured person**, and any person having proper temporary custody of **your** property until a legal representative is appointed and qualified.

### Renewal

If **we** intend to renew **your** policy, **we** will mail **you** an offer to renew **your** policy at least 45 days before the end of the policy period.

### Cancellation

**Your** Right to Cancel:

**You** may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

**Our** Right to Cancel:

**We** may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 90 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason. If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days' notice. If the cancellation is for any other reason, **we** will give **you** at least 20 days' notice. If **you** have had a policy with **us** or an affiliate company that insured the same **residence premises** as this policy for a period of at least five years prior to the date of cancellation, **we** will give **you** at least 180 days' notice, unless the cancellation is for non-payment of premium. If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days' notice.

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

1. on the basis of property insurance claims that are the result of an Act of God, unless **we** can demonstrate, by claims frequency or otherwise, that **you** have failed to take action reasonably necessary as requested by **us** to prevent recurrences of damage to the insured property.
2. on the basis of filing claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such claim. However, **we** may cancel this policy if:
  - a) the total of such property claim payments for this policy exceeds the current policy limits of coverage for **property damage**; or
  - b) **you** have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.



3. on the basis of a single claim on a property insurance policy which is the result of water damage unless **we** can demonstrate **you** have failed to take action reasonably requested by **us** to prevent a future similar occurrence of damage to the insured property.

When this policy has been in effect for 90 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

1. non-payment of premium;
2. the policy was obtained by misrepresentation, fraud or concealment of material facts;
3. there has been substantial change or increase in hazard in the risk **we** originally accepted;
4. material misstatement; or
5. **we** have mailed notice within the first 90 days that **we** do not intend to continue the policy.

If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days' notice. If the cancellation is for any other reason, **we** will give **you** at least 180 days' notice or if the cancellation would be effective between June 1 and November 30, **we** will give **you** at least 180 days' notice or notice by June 1, whichever is earlier.

**Our** mailing the notice of cancellation to **you** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and time stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or within 15 working days after the effective date of cancellation. Any unearned premium amounts under \$5.00 will be refunded only upon **your** request. However, refund of unearned premium is not a condition of cancellation.

#### **Our** Right Not to Renew or Continue:

**We** have the right not to renew or continue this policy beyond the current premium period. If **we** do not intend to continue or renew the policy, **we** will give **you** notice at least 180 days before the end of the premium period or, for any non-renewal that would be effective between June 1 and November 30, **we** will give at least 180 days' notice before the end of the premium period or June 1, whichever is earlier. **Our** mailing the notice of non-renewal to **you** will be deemed proof of notice.

**We** may non-renew or discontinue this policy for any reason, except:

1. on the basis of property insurance claims that are the result of an Act of God, unless **we** can demonstrate, by claims frequency or otherwise, that **you** have failed to take action reasonably necessary as requested by **us** to prevent recurrences of damage to the insured property.
2. on the basis of filing claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such claim. However, **we** may cancel this policy if:
  - a) the total of such property claim payments for this policy exceeds the current policy limits of coverage for **property damage**; or
  - b) **you** have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

3. on the basis of a single claim on a property insurance policy which is the result of water damage unless **we** can demonstrate **you** have failed to take action reasonably requested by **us** to prevent a future similar occurrence of damage to the insured property.

#### **Concealment Or Fraud**

This policy is void if it was obtained by misrepresentation, fraud or concealment of material facts. If it is determined that this policy is void, all premiums paid will be returned to **you** since there has been no coverage under this policy.

**We** do not cover any loss or **occurrence** in which any **insured person** has concealed or misrepresented any material fact or circumstance.

#### **What Law Will Apply**

This policy is issued in accordance with the laws of Florida and covers property or risks principally located in Florida. Subject to the following paragraph, the laws of Florida shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy happens outside Florida, claims or disputes regarding that covered loss to property, or any other covered **occurrence** may be governed by the laws of the jurisdiction in which that covered loss to property, or other covered **occurrence** happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

#### **Where Lawsuits May Be Brought**

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in Florida. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in Florida, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy happens outside Florida, lawsuits regarding that covered loss to property, or any other covered **occurrence** may also be brought in the judicial district where that covered loss to property, or any other covered **occurrence** happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

## **Section I—Your Property**

### **Personal Property Protection—Coverage C**

#### **Property We Cover Under Coverage C:**

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located at a residence other than the **residence premises**, coverage is limited to 10% of **Personal Property**

**Protection-Coverage C.** This limitation does not apply to personal property in a newly acquired principal residence for the 30 days immediately after **you** begin to move property there or to personal property in student dormitory, fraternity or sorority housing.

2. At **your** option, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

### Limitations On Certain Personal Property:

Limitations apply to the following groups of personal property. If the personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under **Personal Property Protection-Coverage C.** The total amount of coverage for each group in any one loss is as follows:

1. \$ 200 — Money, bullion, banknotes, coins and other numismatic property.
2. \$ 200 — Property used or intended for use in a **business** while the property is away from the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
3. \$ 1,000 — Property used or intended for use in a **business**, including property held as samples or for sale or delivery after sale, while the property is on the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
4. \$ 1,000 — Trading cards, comic books and Hummels, subject to a maximum amount of \$250 per item.
5. \$ 1,000 — Accounts, bills, deeds, evidences of debt, letters of credit, notes other than banknotes, passports, securities, tickets and stamps, including philatelic property.
6. \$ 1,000 — Manuscripts, including documents stored on electronic media.
7. \$ 1,000 — Watercraft, including their attached or unattached trailers, furnishings, equipment, parts and motors.
8. \$ 1,000 — Trailers not used with watercraft.
9. \$ 1,000 — Theft of jewelry, watches, precious and semiprecious stones, gold other than goldware, silver other than silverware, platinum and furs, including any item containing fur which represents its principal value.
10. \$ 1,000 — Any motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle.
11. \$ 2,000 — Theft of firearms or firearm accessories.
12. \$ 2,500 — Theft of silverware, pewterware and goldware.

13. \$ 5,000 — Electronic data processing equipment and the recording or storage media used with that equipment whether or not the equipment is used in a **business**. Recording or storage media will be covered only up to:
  - a) the retail value of the media, if pre-programmed; or
  - b) the retail value of the media in blank or unexposed form, if blank or self-programmed.
14. \$ 10,000 — Theft of rugs, including, but not limited to, any handwoven silk or wool rug, carpet, tapestry, wall hanging or other similar article whose principal value is determined by its color, design, quality of wool or silk, quality of weaving, condition or age; subject to a maximum amount of \$2,500 per item. This does not include wall-to-wall carpeting fastened to the **residence premises**.

### Property We Do Not Cover Under Coverage C:

1. Personal property specifically described and insured by this or any other insurance.
2. Animals.
3. Motorized land vehicles, including, but not limited to, any land vehicle powered or assisted by a motor or engine. **We** do not cover any motorized land vehicle parts, equipment or accessories attached to or located in or upon any motorized land vehicle. **We** do cover motorized land vehicles designed for assisting the handicapped or used solely for the service of the **insured premises** and not licensed for use on public roads.
4. Aircraft and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
5. Property of roomers, boarders, tenants not related to an **insured person**.
6. Property located away from the **residence premises** and rented or held for rental to others.
7. Any device, instrument, cellular communication system, radar signal reception system, accessory or antenna designed for reproducing, detecting, receiving, transmitting, recording or playing back data, sound or picture which may be powered by electricity from a motorized land vehicle or watercraft and while in or upon a motorized land vehicle or watercraft. **We** do not cover tapes, wires, records, disks or other mediums that may be used with these devices or instruments while in or upon a motorized land vehicle or watercraft.

### Losses We Cover Under Coverage C:

**We** will cover sudden and accidental direct physical loss to the property described in **Personal Property Protection-Coverage C**, except as limited or excluded in this policy, caused by:

1. Fire or Lightning.
2. Windstorm or Hail.



**We do not cover:**

- a) loss to covered property inside a building, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall;
  - b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building. However, **we** do cover canoes and rowboats on the **residence premises**.
3. Explosion.
  4. Riot or Civil Commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
  5. Aircraft, including self-propelled missiles and spacecraft.
  6. Vehicles.
  7. Smoke.

**We** do not cover loss caused by smoke from the manufacturing of controlled substances, agricultural smudging or industrial operations.

8. Vandalism or Malicious Mischief.

**We** do not cover vandalism or malicious mischief if **your residence premises** has been vacant for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **residence premises** under construction is not considered vacant.

9. Falling objects.

**We** do not cover loss to personal property inside a building structure unless the falling object first damages the exterior walls or roof of the building.

10. Weight of ice, snow or sleet which causes damage to personal property in a building, but only if the building is damaged due to the weight of ice, snow or sleet.
11. Increase or decrease of artificially generated electrical current to electrical appliances, fixtures and wiring.
12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protection system or an appliance for heating water.
13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protection system, or from a household appliance due to accidental discharge or overflow.

**We** do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of the **residence premises**.

14. Freezing of a plumbing, heating or air conditioning system or a household appliance.

**We** do not cover loss at the **residence premises** under perils 12., 13. and 14. caused by or resulting from freezing while the **residence premises** is vacant, unoccupied or under construction unless **you** have used reasonable care to:

- a) maintain heat in the **residence premises**; or
- b) shut off the water supply and drain the water from the systems and appliances.

15. Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

**We do not cover:**

- a) theft or attempted theft committed by an **insured person**;
- b) theft in or from the **residence premises** while under construction or of materials and supplies for use in construction, until the dwelling is completed and occupied;
- c) theft of any property while at any other residence owned, rented to or occupied by an **insured person** unless the **insured person** is temporarily residing there;
- d) when away from the **residence premises**, theft of: trailers; campers; or watercraft, including furnishings, equipment and outboard motors; or
- e) theft from that part of the **residence premises** rented by **you** to other than an **insured person**.

16. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any building on the **residence premises**. This does not include damage to the glass.

17. **Sinkhole activity**, but only if Sinkhole Activity Coverage is shown on the Policy Declarations.

**We** do not cover losses caused by **sinkhole activity** under **Personal Property Protection-Coverage C**, unless **sinkhole activity** caused structural damage to the **residence premises**, including the foundation.

18. **Catastrophic Ground Cover Collapse**.

**Losses We Do Not Cover Under Coverage C:**

**We** do not cover loss to the property described in **Personal Property Protection-Coverage C** caused by or consisting of:

1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
2. Water or any other substance that backs up through sewers or drains.
3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of the **residence premises**.
4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

**We** do cover sudden and accidental direct physical loss caused by fire, explosion or theft resulting from items 1. through 4. listed above.

5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water. Earth movement does not include **catastrophic ground cover collapse**. We do cover **sinkhole activity** when Sinkhole Activity Coverage is shown on the Policy Declarations.

**We** do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any building structure or other land at the **residence premises**.

**We** do cover sudden and accidental direct physical loss to covered property caused by actions of civil authority to prevent the spread of fire.

7. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover.
8. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.
9. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
- a) may be reasonably expected to result from such acts; or
  - b) is the intended result of such acts.

This exclusion applies regardless of whether or not the **insured person** is actually charged with or convicted of a crime.

10. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

**We** do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

11. Vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.
12. War or warlike acts, including, but not limited to, insurrection, rebellion or revolution.
13. Weather Conditions that contribute in any way with a cause of loss excluded in this section to produce a loss.

14. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
- a) planning, zoning, development, surveying, siting;
  - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c) materials used in repair, construction, renovation or remodeling; or
  - d) maintenance

of property whether on or off the **residence premises** by any person or organization.

15. **We** do not cover loss to covered property described in **Personal Property Protection-Coverage C** when:
- a) there are two or more causes of loss to the covered property; and
  - b) the predominant cause(s) of loss is (are) excluded under **Losses We Do Not Cover**, items 1. through 14. above.

However, any sudden and accidental loss to property described in **Personal Property Protection-Coverage C** that follows Items 1. through 14. is covered, unless excluded by this policy.

16. Mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

## Additional Protection

### 1. Additional Living Expense

- a) **We** will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Personal Property Protection-Coverage C** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

Payment for additional living expense as a result of a covered loss under **Personal Property Protection-Coverage C** will be limited to the least of the following:

- 1) the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- 2) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere;
- 3) 12 months; or



- 4) 10% of the limit of liability as shown on the Policy Declarations for **Personal Property Protection-Coverage C**.
- b) **We will pay your** lost fair rental income resulting from a covered loss under **Personal Property Protection-Coverage C**, less charges and expenses which do not continue, when a loss **we** cover under **Personal Property Protection-Coverage C** makes the part of the **residence premises you** rent to others, or hold for rental, uninhabitable. **We** will pay for lost fair rental income for the shortest time required to repair or replace the part rented or held for rental but not to exceed 12 months or 10% of the limit of liability as shown on the Policy Declarations for **Personal Property Protection-Coverage C**. However, payments for **your** lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.
- c) **We** will pay the reasonable and necessary increase in living expenses and the lost fair rental income for up to two weeks should civil authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by a loss **we** insure against. However, payments for increase in living expenses or **your** lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

These periods of time are not limited by the termination of this policy.

**We** do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

2. **Credit Card, Bank Fund Transfer Card, Check Forgery And Counterfeit Money**

**We** will pay for loss:

- a) that an **insured person** is legally required to pay for the unauthorized use of any credit card or bank fund transfer card issued to or registered in the name of an **insured person**;
- b) caused by forgery or alteration of a check or negotiable instrument made or drawn upon an **insured person's** account;
- c) to an **insured person** through acceptance in good faith of counterfeit United States or Canadian paper currency.

**Our** maximum limit of liability for any one loss is \$1,000. All loss due to forgery or unauthorized use by or involving any one person is considered one loss.

**We** do not cover:

- a) loss arising from any **business** of an **insured person**;

- b) loss caused by or at the direction of an **insured person** or any other person who has been entrusted with any credit card or bank fund transfer card; or
- c) loss arising out of dishonesty of an **insured person**.

When loss is discovered, the **insured person** must give **us** immediate written notice. If the loss involves a credit card, charge plate or bank fund transfer card, the **insured person** must also give immediate written notice to the company or bank that issued the card or plate. Failure to comply with the terms and conditions of the card or plate voids this protection.

**We** will pay only for loss occurring during the policy period, including those losses discovered and reported to **us** within one year after the policy has terminated. **We** have the right to investigate and settle any claim or suit as **we** deem appropriate. Full payment of the amount of insurance for any one loss ends **our** obligation under each claim or suit arising from the loss.

**We** will defend any suit brought against an **insured person** for the enforcement of payment covered under paragraph 2.a) of this protection. The defense will be at **our** expense, with counsel of **our** choice.

**We** have the option to defend an **insured person** or the **insured person's** bank against a suit for the enforcement of payment covered under paragraph 2.b) of this protection. The defense will be at **our** expense, with counsel of **our** choice.

No deductible applies to this protection.

3. **Debris Removal**

**We** will pay reasonable expenses **you** incur to remove debris of covered property damaged by a loss **we** cover. If the loss to the covered property and the cost of debris removal are more than the limit of liability shown on the Policy Declarations for the covered property, **we** will pay up to an additional 5% of that limit for debris removal.

4. **Emergency Removal Of Property**

**We** will pay for sudden and accidental physical loss to covered property from any cause while removed from a premises because of danger from a loss **we** cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

5. **Fire Department Charges**

**We** will pay up to \$500 for service charges made by fire departments called to protect **your** property from a loss **we** cover at the **residence premises**. No deductible applies to this protection.

6. **Temporary Repairs After A Loss**

**We** will reimburse **you** up to \$2,000 for the reasonable and necessary cost **you** incur for temporary repairs to protect covered property from further imminent covered loss following a loss **we** cover. This coverage does not increase the limit of liability applying to the property being repaired.

7. **Building Improvements**

**We** will pay up to an additional 10% of the amount of insurance shown on the Policy Declarations under **Personal Property Protection-Coverage C** for loss to building additions, alterations, installations or fixtures, made at **your** expense, in that portion of the **residence premises** occupied, but not owned, by **you**. For coverage to apply, the loss must be a sudden and accidental direct physical loss caused by a loss **we** cover under **Section I, Personal Property Protection-Coverage C**.

8. **Temperature Change**

**We** will pay for loss to covered personal property in a building at the **residence premises** resulting from a change in temperature. The change in temperature must result from a loss **we** cover under **Section I, Personal Property Protection-Coverage C**.

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

9. **Power Interruption**

**We** will pay up to \$200 for any one loss to the contents of freezers and refrigerated units on the **residence premises** caused by the interruption of power which occurs off the **residence premises**. If a power interruption is known to an **insured person**, all reasonable means must be used to protect the contents of freezers and refrigerated units.

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

10. **Arson Reward**

**We** will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under **Section I** of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

11. **Collapse**

**We** will cover direct physical loss to covered property caused by the entire or partial collapse of a building structure.

For coverage to apply, the collapse of a building structure must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Personal Property Protection-Coverage C** other than a loss caused by **catastrophic ground cover collapse** or **sinkhole activity**;
- b) hidden decay of the covered building structure;
- c) hidden damage to the covered building structure caused by insects or vermin;
- d) weight of persons, animals, equipment or contents;
- e) weight of rain or snow which collects on a roof;
- f) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This protection does not change the limit of liability that applies to the covered property.

## Section I Conditions

1. **Deductible**

**We** will pay when a covered loss exceeds the deductible shown on the Policy Declarations. **We** will then pay only the excess amount, unless **we** have indicated otherwise in this policy.

2. **Insurable Interest And Our Liability**

In the event of a covered loss, **we** will not pay for more than an **insured person's** insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.

3. **What You Must Do After A Loss**

In the event of a loss to any property that may be covered by this policy, **you** must:

- a) promptly give **us** or **our** agent notice. Report any theft to the police as soon as possible. If the loss involves a credit card, charge plate or bank fund transfer card, give written notice to the company or bank that issued the card or plate;
- b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses;
- c) separate damaged from undamaged personal property. Give **us** a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed;
- d) give **us** all accounting records, bills, invoices and other vouchers, or certified copies, which **we** may reasonably request to examine and permit **us** to make copies;
- e) produce receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere, and records supporting any claim for loss of rental income;
- f) as often as **we** reasonably require:
  - 1) show **us** the damaged property;
  - 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person** and sign a transcript of the same;
  - 3) produce representatives, employees, members of the insured's household or others to the extent it is within the **insured person's** power to do so; and
- g) within 60 days after the loss, give **us** a signed, sworn proof of the loss. This statement must include the following information:
  - 1) the date, time, location and cause of loss;
  - 2) the interest **insured persons** and others have in the property, including any encumbrances;
  - 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;



- 4) any other insurance that may cover the loss;
- 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period;
- 6) at our request, the specifications of any damaged building structure or other structure;
- 7) evidence supporting any claim under the **Credit Card, Bank Fund Transfer Card, Check Forgery And Counterfeit Money** protection. State the cause and amount of loss.

4. **How We Pay For A Loss**

Within 90 days after we receive notice of a claim under **Personal Property Protection-Coverage C**, we shall pay or deny such claim or a portion of the claim unless failure to pay such claim or a portion of the claim is caused by factors beyond our control which reasonably prevents such payment. Claims will be paid within 20 days of written agreement between you and us.

Under **Personal Property Protection-Coverage C**, payment for covered loss will be by one or more of the following methods:

a) **Actual Cash Value Method**

Except as provided in the **Personal Property Replacement Cost Method** provision, payment for a covered loss will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the limit of liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

b) **Personal Property Replacement Cost Method**

When the Policy Declarations shows that Personal Property Payment provision applies under **Personal Property Protection-Coverage C**, and except as otherwise provided below, payment for a covered loss under **Personal Property Protection-Coverage C** will be on a replacement cost basis, meaning that the amount we pay you for the repair, rebuilding or replacement of the damaged, destroyed or stolen covered property will not include a deduction for depreciation. When we make payment on a replacement cost basis, our payment will not be conditioned on you actually repairing, rebuilding or replacing the damaged, destroyed or stolen covered property.

Our payment under this **Personal Property Replacement Cost Method** provision will not exceed the smallest of the following amounts:

- 1) the reasonable and necessary cost to replace the property with similar property of like kind and quality;
- 2) the reasonable and necessary cost to repair the property with similar property of like kind and quality; or
- 3) the limit of liability shown on the Policy Declarations for **Personal Property Protection-Coverage C**, or any special limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.

This **Personal Property Replacement Cost Method** provision will not apply to:

- 1) antiques, fine arts, paintings, statuary and similar articles which, by their inherent natures, cannot be replaced;
- 2) articles whose age or history contribute substantially to their value. This includes but is not limited to memorabilia, souvenirs and collector's items; or
- 3) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss.

5. **Our Settlement Of Loss**

We will settle any covered loss with you unless another payee is named in the policy. We will settle within 20 days after the amount of loss is finally determined. This amount may be determined by an agreement between you and us, an appraisal award or a court judgment.

6. **Appraisal**

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to you and to us, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

7. **Abandoned Property**

We are not obligated to accept any property or responsibility for any property abandoned by an insured person.

8. **Permission Granted To You**

- a) The residence premises may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy for specific perils. A building structure under construction is not considered vacant.
- b) You may make alterations, additions or repairs, and you may complete structures under construction.

9. **Our Rights To Recover Payment**

When we pay for any loss, an insured person's right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them. You may waive your rights to recover against another person for loss involving



the property covered by this policy. This waiver must be in writing prior to the date of loss.

10. **Our Rights To Obtain Salvage**

**We** have the option to take all or any part of the damaged or destroyed covered property upon replacement by **us** or payment of the agreed or appraised value.

**We** will notify **you** of **our** intent to exercise this option within 30 days after **we** receive **your** signed, sworn proof of loss.

When **we** settle any loss caused by theft or disappearance, **we** have the right to obtain all or part of any property which may be recovered. An **insured person** must protect this right and inform **us** of any property recovered. **We** will inform **you** of **our** intent to exercise this right within 10 days of **your** notice of recovery to **us**.

11. **Suit Against Us**

No suit or action may be brought against **us** unless there has been full compliance with all the policy terms. Any suit or action must be brought within five years after the inception of loss or damage.

12. **Glass Replacement**

Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

13. **No Benefit To Bailee**

This insurance will not benefit any person or organization who may be caring for or handling **your** property for a fee.

14. **Other Insurance**

If both this insurance and other insurance apply to a loss, **we** will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a loss by theft, this insurance shall be excess over any other insurance that covers loss by theft.

15. **Property Insurance Adjustment**

When the Policy Declarations indicates that the Property Insurance Adjustment Condition applies:

The limit of liability shown on the Policy Declarations for **Personal Property Protection-Coverage C** will be revised at each policy anniversary to reflect the rate of change in the Index identified on the Policy Declarations. The limit of liability for **Personal Property Protection-Coverage C** for the succeeding premium period will be determined by changing the existing limit in proportion to the change in the Index between the time the existing limit was established and the time the change is made. The resulting amount will be rounded to the nearest \$1,000.

**We** will not reduce the limit of liability shown on the Policy Declarations without **your** consent.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by **us** at the time a change in limits is made.

**We** have the right to change to another cost index or to withdraw this condition as of a policy anniversary date by giving **you** at least 45 days' notice. This applies only if the change or withdrawal applies to all similar policies issued by **us** in **your** state.

16. **Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**

In the event of a covered water loss under **Personal Property Protection-Coverage C**, **we** will pay up to \$10,000 for mold, fungus, wet rot or dry rot **remediation**.

However, if a premium is shown on the Policy Declarations for Optional Protection For Mold, **we** will pay up to the applicable limit of liability shown on the Policy Declarations for Optional Protection For Mold for mold, fungus, wet rot or dry rot **remediation**.

If a premium is shown on the Policy Declarations for Optional Protection For Mold:

- a) the "Remediation" limit shown on the Policy Declarations for Optional Protection For Mold is the maximum **we** will pay for all mold, fungus, wet rot or dry rot **remediation** resulting from any one covered water loss; and
- b) the "Aggregate Remediation" limit shown on the Policy Declarations for Optional Protection For Mold is the maximum **we** will pay for all mold, fungus, wet rot or dry rot **remediation** resulting from all covered water losses during the premium period, regardless of the number of locations insured under the policy or number of claims made. This "Aggregate Remediation" limit is subject to the "Remediation" limit.

**Remediation** means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property **we** cover under **Personal Property Protection-Coverage C** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain **your** normal standard of living if mold, fungus, wet rot or dry rot makes **your residence premises** uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This Condition does not increase the limits of liability under **Personal Property Protection-Coverage C**.

17. **Neutral Evaluation For Resolution Of Sinkhole Activity Losses**

If **you** and **we** do not agree on the amount of loss either party may request a neutral evaluation. Neutral evaluation is non-binding, but mandatory if requested by either party. A request for neutral evaluation may be filed with the Department of Financial Services by the policyholder or the insurer on a form approved by the department. The request for neutral evaluation must state the reason for the request and must include an explanation of all the issues in dispute at the time of the request. Filing a request for a neutral evaluation tolls the applicable time requirements for filing suit for a period of 60 days following the conclusion of neutral evaluation process or five years, whichever is later.



This procedure stands in place of the **Appraisal** condition or mediation, in the event of a disputed **sinkhole activity** loss.

## Section II—Family Liability And Guest Medical Protection

### Family Liability Protection—Coverage X

#### Losses We Cover Under Coverage X:

Subject to the terms, conditions and limitations of this policy, **we** will pay damages which an **insured person** becomes legally obligated to pay because of **bodily injury** or **property damage** arising from an **occurrence** to which this policy applies, and is covered by this part of the policy.

**We** may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, **we** will provide a defense with counsel of **our** choice, even if the allegations are groundless, false or fraudulent. **We** are not obligated to pay any claim or judgment after **we** have exhausted **our** limit of liability.

#### Losses We Do Not Cover Under Coverage X:

- We** do not cover any **bodily injury** or **property damage** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **insured person**. This exclusion applies even if:
  - such **insured person** lacks the mental capacity to govern his or her own conduct;
  - such **bodily injury** or **property damage** is of a different kind or degree than intended or reasonably expected; or
  - such **bodily injury** or **property damage** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether or not such **insured person** is actually charged with or convicted of a crime.

- We** do not cover **bodily injury** to an **insured person** or **property damage** to property owned by an **insured person** whenever any benefit of this coverage would accrue directly or indirectly to an **insured person**.
- We** do not cover **bodily injury** to any person eligible to receive benefits required to be provided or voluntarily provided by an **insured person** under any workers' compensation, non-occupational disability or occupational disease law.
- We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.
- We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. However, this exclusion does not apply to:

- a motor vehicle in dead storage or used exclusively on an **insured premises**;
  - any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;
  - a motorized wheelchair;
  - a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
  - a golf cart owned by an **insured person** when used for golfing purposes;
  - a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
  - lawn and garden implements under 40 horsepower;
  - bodily injury** to a **residence employee**.
- We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:
    - has inboard or inboard-outboard motor power of more than 50 horsepower;
    - is a sailing vessel 26 feet or more in length;
    - is powered by one or more outboard motors with more than 25 total horsepower;
    - is designated as an airboat, air cushion or similar type of watercraft; or
    - is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

This exclusion does not apply to **bodily injury** to a **residence employee**.

- We** do not cover **bodily injury** or **property damage** arising out of:
  - the negligent supervision by an **insured person** of any person; or
  - any liability statutorily imposed on any **insured person**arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, motor vehicle or trailer which is not covered under **Section II** of this policy.
- We** do not cover any **bodily injury** which results in any manner from the discharge, dispersal, release, or escape of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.  
**We** do cover **bodily injury** which results from such discharge if the discharge is sudden and accidental.
- We** do not cover any **property damage** consisting of or caused by vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

10. **We do not cover any **bodily injury** or **property damage** arising out of any liability statutorily imposed upon any **insured person** in any manner, consisting of or caused by vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.**
11. **We do not cover **bodily injury** or **property damage** arising out of the rendering of, or failure to render, professional services by an **insured person**.**
12. **We do not cover **bodily injury** or **property damage** arising out of the past or present **business** activities of an **insured person**.**  
**We do cover the occasional or part-time **business** activities of an **insured person** who is a student under 21 years of age.**
13. **We do not cover **bodily injury** or **property damage** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**. This exclusion does not apply to **bodily injury** to a **residence employee**.**
14. **We do not cover **property damage** to property rented to, occupied or used by, or in the care of, an **insured person**. This exclusion does not apply if the **property damage** is caused by fire, explosion or smoke.**
15. **We do not cover any liability an **insured person** assumes arising out of any contract or agreement.**
16. **We do not cover **bodily injury** or **property damage** caused by war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.**
17. **We do not cover **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.**
18. **We do not cover any liability imposed upon any **insured person** by any governmental authority for **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.**

## Guest Medical Protection—Coverage Y

### Losses We Cover Under Coverage Y:

**We will pay the reasonable expenses incurred for necessary medical, surgical, X-ray and dental services; ambulance, hospital, licensed nursing and funeral services; and prosthetic devices, eyeglasses, hearing aids and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an **occurrence** causing **bodily injury** to which this policy applies, and is covered by this part of the policy.**

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on the **insured premises** with the permission of an **insured person**; or
2. off the **insured premises**, if the **bodily injury**:
  - a) arises out of a condition on the **insured premises** or immediately adjoining ways;

- b) is caused by the activities of an **insured person** or a **residence employee**;
- c) is caused by an animal owned by or in the care of an **insured person**;
- d) is sustained by a **residence employee**.

### Losses We Do Not Cover Under Coverage Y:

1. **We do not cover any **bodily injury** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **insured person**. This exclusion applies even if:**
  - a) such **insured person** lacks the mental capacity to govern his or her own conduct;
  - b) such **bodily injury** is of a different kind or degree than intended or reasonably expected; or
  - c) such **bodily injury** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether or not such **insured person** is actually charged with or convicted of a crime.

2. **We do not cover **bodily injury** to any **insured person** or regular resident of the **insured premises**. However, this exclusion does not apply to a **residence employee**.**
3. **We do not cover **bodily injury** to any person eligible to receive any benefits voluntarily provided, or required to be provided, under any workers' compensation, non-occupational disability or occupational disease law.**
4. **We do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.**
5. **We do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. However, this exclusion does not apply to:**
  - a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
  - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;
  - c) a motorized wheelchair;
  - d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
  - e) a golf cart owned by an **insured person** when used for golfing purposes;
  - f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
  - g) lawn or garden implements under 40 horsepower;
  - h) **bodily injury** to a **residence employee**.



6. **We do not cover **bodily injury**** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:
- has inboard or inboard-outboard motor power of more than 50 horsepower;
  - is a sailing vessel 26 feet or more in length;
  - is powered by one or more outboard motors with more than 25 total horsepower;
  - is designated as an airboat, air cushion or similar type of watercraft; or
  - is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

This exclusion does not apply to **bodily injury** to a **residence employee**.

7. **We do not cover **bodily injury**** arising out of:
- the negligent supervision by any **insured person** of any person; or
  - any liability statutorily imposed on any **insured person**
- arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, motorized land vehicle or trailer which is not covered under **Section II** of this policy.
8. **We do not cover any **bodily injury**** which results in any manner from the discharge, dispersal, release or escape of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.
- We do cover **bodily injury**** which results from such discharge if the discharge is sudden and accidental.
9. **We do not cover **bodily injury**** arising out of the rendering of, or failure to render professional services by, an **insured person**.
10. **We do not cover **bodily injury**** arising out of the past or present **business** activities of an **insured person**.
- We do cover the occasional or part-time **business**** activities of an **insured person** who is a student under 21 years of age.
11. **We do not cover **bodily injury**** to any person on the insured premises because of a **business** activity or professional service conducted there.
12. **We do not cover **bodily injury**** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**. This exclusion does not apply to **bodily injury** to a **residence employee**.
13. **We do not cover **bodily injury**** caused by war or warlike acts, including, but not limited to, insurrection, rebellion, or revolution.
14. **We do not cover **bodily injury**** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

## Additional Protection

**We will pay, in addition to the limits of liability:**

### 1. Claim Expenses

**We will pay:**

- all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**;
- interest accruing on damages awarded until such time as **we** have paid, formally offered or deposited in court the amount for which **we** are liable under this policy; interest will be paid only on damages which do not exceed **our** limits of liability;
- premiums on bonds required in any suit **we** defend; **we** will not pay bond premiums in an amount that is more than **our** limit of liability; **we** have no obligation to apply for or furnish bonds;
- up to \$150 per day for loss of wages and salary, when **we** ask **you** to attend trials and hearings;
- any other reasonable expenses incurred by an **insured person** at our request.

### 2. Emergency First Aid

**We will pay reasonable expenses** incurred by an **insured person** for first aid to other persons at the time of an accident involving **bodily injury** covered under this policy.

### 3. Damage To Property Of Others

At **your** request, **we** will pay up to \$500 each time an **insured person** causes **property damage** to someone else's property. At **our** option, **we** will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

**We will not pay for **property damage**:**

- to property covered under **Section I** of this policy;
- to property intentionally damaged by an **insured person** who has attained the age of 13;
- to property owned by or rented to an **insured person**, any tenant of an **insured person** or any resident in **your** household; or
- arising out of:
  - past or present **business** activities;
  - any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or
  - the ownership or use of a motorized land vehicle, trailer, aircraft or watercraft.

## Section II Conditions

### 1. What You Must Do After An Accidental Loss

In the event of **bodily injury** or **property damage**, **you** must do the following:

- Promptly notify **us** or **our** agent stating:
  - your** name and policy number;
  - the date, the place and the circumstances of the loss;
  - the name and address of anyone who might have a claim against an **insured person**;

- 4) the names and addresses of any witnesses.
- b) Promptly send **us** any legal papers relating to the accident.
- c) At **our** request, an **insured person** will:
  - 1) cooperate with **us** and assist **us** in any matter concerning a claim or suit;
  - 2) help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**;
  - 3) attend any hearing or trial.
- d) Under the **Damage To Property Of Others** protection, give **us** a sworn statement of the loss. This must be made within 60 days after the date of loss. Also, an **insured person** must be prepared to show **us** any damaged property under that person's control.

Any **insured person** will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

## 2. What An Injured Person Must Do—Guest Medical Protection—Coverage Y

If someone is injured, that person, or someone acting for that person, must do the following:

- a) Promptly give **us** written proof of the loss. If **we** request, this must be done under oath.
- b) Give **us** written authorization to obtain copies of all medical records and reports.
- c) Permit doctors **we** select to examine the injured person as often as **we** may reasonably require.

## 3. Our Payment Of Loss—Guest Medical Protection—Coverage Y

**We** may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured person**.

## 4. Our Limits Of Liability

Regardless of the number of **insured persons**, injured persons, claims, claimants or policies involved, our total liability under **Family Liability Protection—Coverage X** for damages resulting from **occurrence** will not exceed the limit shown on the Policy Declarations. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to the same general conditions is considered the result of one **occurrence**.

**Our** total liability under **Guest Medical Protection—Coverage Y** for all medical expenses payable for **bodily injury**, to any one person, shall not exceed the "each person" limit shown on the Policy Declarations.

## 5. Bankruptcy

**We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured person**.

## 6. Our Rights To Recover Payment—Family Liability Protection—Coverage X

When **we** pay any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them.

## 7. Suit Against Us

- a) No suit or action can be brought against **us** unless there has been full compliance with all the terms of this policy.
- b) No suit or action can be brought against **us** under **Family Liability Protection—Coverage X** until the obligation of an **insured person** to pay is finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person and **us**.
- c) No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person**.

## 8. Other Insurance—Family Liability Protection—Coverage X

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

## Section III—Optional Protection

### Optional Coverages You May Buy

The following Optional Coverages may supplement coverages found in **Section I** or **Section II** and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. **Increased Coverage On Business Property—Coverage BP**  
The \$1,000 limitation on **business** property located on the **residence premises**, under **Personal Property Protection—Coverage C**, is increased to the amount shown on the Policy Declarations. This increased coverage includes property held as samples or for sale or delivery after sale while the property is on the **residence premises**.
2. **Increased Coverage On Electronic Data Processing Equipment—Coverage DP**  
The \$5,000 limitation on electronic data processing equipment under **Personal Property Protection—Coverage C**, and the recording or storage media used with that equipment, is increased to the amount shown on the Policy Declarations.
3. **Fire Department Charges—Coverage F**  
The \$500 limit applying to the fire department service charges under **Additional Protection** is increased to the amount shown on the Policy Declarations.
4. **Increased Coverage On Building Improvements—Coverage I**  
The limit of liability applying to building improvements covered in this policy is increased to the amount shown on the Policy Declarations.
5. **Extended Coverage On Jewelry, Watches And Furs—Coverage J**  
**Personal Property Protection—Coverage C** is extended to pay for sudden and accidental direct physical loss to the following property, subject to the provisions in this coverage:
  - a) jewelry, watches, gems, precious and semiprecious stones, gold, platinum; and



- b) furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations.

This amount is not in addition to the amount of insurance applying to **Personal Property Protection-Coverage C**.

However, in no event will coverage be less than would have applied in the absence of **Coverage J**.

**We do not cover loss caused by or consisting of:**

- a) intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
  - 1) may be reasonably expected to result from such acts; or
  - 2) is the intended result of such acts.
- b) wear and tear, gradual deterioration, inherent vice, insects or vermin.
- c) nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination or any consequence of any of these. Loss caused by nuclear action is not considered a loss by fire, explosion or smoke.

**We do cover** sudden and accidental direct physical loss by fire resulting from nuclear action.

- d) War or warlike acts, including, but not limited to, insurrection, rebellion or revolution.
- e) Failure by any **insured person** to take all reasonable steps to preserve property during and after a loss or when the property is endangered by a cause of loss **we** cover.

Any deductible shown on the Policy Declarations applicable to **Personal Property Protection-Coverage C**, also applies to a loss under this coverage.

6. **Incidental Office, Private School Or Studio-Coverage K**

- a) The \$200 and \$1,000 limits applying to property used or intended for use in a **business** under **Personal Property Protection-Coverage C** do not apply to equipment, supplies and furnishings used in a described office, private school or studio at **your residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.

The **Coverage K** limits are shown on the Policy Declarations. The first limit applies to property on the **residence premises**. The second limit applies to property while away from the **residence premises**. These limits are not in addition to the **Personal Property Protection-Coverage C, Limitations On Certain Personal Property** on property used or intended for use in a **business**. The increased coverage does not include property held for sample, sale or delivery after sale.

- b) **Family Liability Protection-Coverage X** and **Guest Medical Protection-Coverage Y** are extended to cover a described office, private school or studio occupied by an **insured person**. The

occupancy of the described property shall not be considered a **business**.

**We do not cover bodily injury to:**

- a) any employee other than a **residence employee**, or
- b) any person arising out of corporal punishment administered by or at the direction of an **insured person**.

7. **Lock Replacement-Coverage LR**

**Personal Property Protection-Coverage C** is extended to include reasonable expenses **you** incur to replace or re-key exterior door locks at the **residence premises** with locks or cylinders of like kind and quality. Coverage is provided when a key to a lock is stolen as part of a covered theft loss. The limit of liability under this coverage following any one theft loss is \$250.

8. **Increased Coverage On Money-Coverage M**

The \$200 limitation on money, bullion, banknotes, coins and other numismatic property under **Personal Property Protection-Coverage C** is increased to the amount shown on the Policy Declarations.

9. **Business Pursuits-Coverage P**

**Family Liability Protection-Coverage X** and **Guest Medical Protection-Coverage Y** are extended to cover specified **business** pursuits of an **insured person**.

**We do not cover:**

- a) **bodily injury** or **property damage** arising out of the **business** pursuits of an **insured person** when the **business** is owned or financially controlled by the **insured person**. This also means a partnership or joint venture of which an **insured person** is a partner or member;
- b) **bodily injury** or **property damage** arising out of the rendering or failure to render a professional service of any nature, other than teaching;
- c) **bodily injury** to a fellow employee of an **insured person** arising out of and in the course of employment;
- d) **bodily injury** or **property damage** when an **insured person** is a member of a teaching staff or faculty of any school or college and the **bodily injury** or **property damage** arises out of the maintenance or use of saddle animals, vehicles used with saddle animals, motorized land vehicles, aircraft or watercraft when owned, hired or operated by an **insured person** or used for the purpose of instruction;
- e) **bodily injury** to any person arising out of corporal punishment administered by or at the direction of an **insured person** when an **insured person** is a member of the teaching staff or faculty of any school of instruction.

10. **Increased Coverage On Securities-Coverage S**

The \$1,000 limitation on accounts, bills, deeds, evidences of debt, letters of credit, notes other than banknotes, passports, securities, tickets or stamps, including philatelic property, covered under **Personal Property**

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**Protection-Coverage C**, is increased to the amount shown on the Policy Declarations.

11. **Portable Cellular Communication Systems-Coverage SE**  
**Personal Property Protection-Coverage C** is extended to portable cellular communication systems in or upon a motorized land vehicle or watercraft.

This coverage applies only to portable systems that can be powered by electricity from a motorized land vehicle or watercraft. Coverage applies whether or not the portable cellular communication system is used in a **business**.

The amount of coverage is shown on the Policy Declarations.

12. **Increased Coverage On Theft Of Silverware-Coverage ST**  
The \$2,500 limitation on theft of silverware, pewterware and goldware under **Personal Property Protection-Coverage C** is increased to the amount shown on the Policy Declarations.



# Policy Endorsement

Policy number: **988 334 818**  
Policy effective date: July 6, 2020

The following endorsement changes your policy.  
Please read this document carefully and keep it with your policy.

## Florida Renters Amendatory Endorsement - AP4767-1 (Ed. 12/15)

- I. In the **General** section, the following changes are made:
  - A. The following changes are made under **Definitions Used In This Policy**:
    1. The definition of item 4, **bodily injury**, is replaced by the following:
      4. **Bodily injury** means physical harm to the body, including sickness or disease, and resulting death, or any resulting symptom, effect, condition, disease or illness. **Bodily injury** does not include any of the following which are communicable: disease, bacteria, parasite, virus or other organism, any of which are transmitted by any **insured person** to any other person. It also does not include the exposure to any such disease, bacteria, parasite, virus or other organism by any **insured person** to any other person.

In addition, **bodily injury** does not include any symptom, effect, condition, disease or illness resulting in any manner from:

        - a) lead in any form;
        - b) asbestos in any form;
        - c) radon in any form; or
        - d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.
  - Under **Guest Medical Protection-Coverage Y**, **bodily injury** means physical harm to the body, including sickness or disease. **Bodily injury** does not include any of the following which are communicable: disease, bacteria, parasite, virus or other organism, any of which are transmitted by any **insured person** to any other person. It also does not include the exposure to any such disease, bacteria, parasite, virus or other organism by any **insured person** to any other person.
2. The definition of item 11, **sinkhole activity**, is replaced by the following:
  11. **Sinkhole activity** means settlement or systematic weakening of the earth supporting the **residence premises**, but only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into

subterranean voids created by the effect of water on a limestone or similar rock formation.

**We do not cover catastrophic ground cover collapse under Sinkhole Activity Coverage.**

3. The definition of item 12, **catastrophic ground cover collapse**, is replaced by the following:
  12. **Catastrophic ground cover collapse** means geological activity that results in all the following:
    - a) the abrupt collapse of the ground cover;
    - b) a depression in the ground cover clearly visible to the naked eye;
    - c) **structural damage** to a building structure, or the dwelling foundation, in which the **residence premises** is located; and
    - d) that building structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building structure.

**Catastrophic ground cover collapse** does not include damage consisting merely of settling or cracking of a foundation, building structure or any other structure.
4. The following definitions are added:
  13. **Sinkhole loss** means **structural damage** to the building structure, or the dwelling foundation, in which the **residence premises** is located, caused by **sinkhole activity**. Coverage for personal property covered under **Personal Property Protection-Coverage C** and additional living expenses will apply only if there is **structural damage** to the building structure, or the dwelling foundation, in which the **residence premises** is located, caused by **sinkhole activity**.
  14. **Structural damage** means a building structure, or the dwelling foundation, in which the **residence premises** is located, regardless of the date of its construction, has experienced the following:
    - a) Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
    - b) Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the **primary structural members**



or **primary structural systems** that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those **primary structural members** or **primary structural systems** exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

- c) Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical **primary structural members** to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined in the Florida Building Code;
- d) Damage that results in the building, or any portion of the building containing **primary structural members** or **primary structural systems**, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined in the Florida Building Code; or
- e) Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

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

16. **Primary structural system** means an assemblage of **primary structural members**.

B. The **Cancellation** provision is replaced by the following:

**Cancellation**

**Your Right to Cancel:**

**You** may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

**Our Right to Cancel:**

**We** may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for 90 days or less, and it is not a renewal with **us**, **we** may cancel this policy for any reason. If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days' notice. If the cancellation is for any other reason, **we** will give **you** at least 20 days' notice.

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

- 1. on the basis of property insurance claims that are the result of an Act of God, unless **we** can demonstrate, by claims frequency or otherwise, that **you** have failed to take action reasonably necessary as requested by **us** to prevent recurrences of damage to the insured property.
- 2. on the basis of a single claim on a property insurance policy which is the result of water damage unless **we** can demonstrate **you** have failed to take action reasonably requested by **us** to prevent a future similar occurrence of damage to the insured property.

**We** will not cancel this policy based on the lawful use, possession, or ownership of a firearm or ammunition by an **insured person** or a household member of an **insured person**.

When this policy has been in effect for more than 90 days, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

- 1. non-payment of premium;
- 2. a substantial change in the risk covered by the policy;
- 3. material misstatement; or
- 4. failure to comply, within 90 days after the date of effectuation of coverage, with underwriting requirements established by **us** before the date of effectuation of coverage.

When this policy has been in effect for more than 90 days, or if it is a renewal with **us**, **we** will not cancel this policy based on credit information available in public records.

**We** will not cancel this policy based on the lawful use, possession, or ownership of a firearm or ammunition by an **insured person** or a household member of an **insured person**.

If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days' notice. If the cancellation is for any other reason, **we** will give **you** at least 120 days' notice.

If the cancellation is for non-payment of premium by **your** mortgage lender and the premium payment made is not more than 90 days overdue, **we** shall reinstate the insurance policy, retroactive to the date of cancellation.

**Our** mailing the notice of cancellation to **you** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and time stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or within 15 working days after the effective date of cancellation. Any unearned premium amounts under \$5.00 will be refunded only upon **your** request. However, refund of unearned premium is not a condition of cancellation.

**Our Right Not to Renew or Continue:**

**We** have the right not to renew or continue this policy beyond the current premium period. If **we** do not intend to continue or renew the



policy, **we** will give **you** at least 120 days' notice. **Our** mailing the notice of non-renewal to **you** will be deemed proof of notice.

**We** may non-renew or discontinue this policy for any reason, except:

1. on the basis of property insurance claims that are the result of an Act of God, unless **we** can demonstrate, by claims frequency or otherwise, that **you** have failed to take action reasonably necessary as requested by **us** to prevent recurrences of damage to the insured property.
2. on the basis of filing of claims for **sinkhole loss**, unless the total of such claim payments equals or exceeds the limit of liability for **property damage** to property **we** cover under **Personal Property Protection-Coverage C** in effect on the date of the loss.
3. on the basis of a single claim on a property insurance policy which is the result of water damage unless **we** can demonstrate **you** have failed to take action reasonably requested by **us** to prevent a future similar occurrence of damage to the insured property.
4. on the basis of the lawful use, possession, or ownership of a firearm or ammunition by an **insured person** or a household member of an **insured person**.
5. on the basis of credit information available in public records.

- C. The **Concealment Or Fraud** provision is replaced by the following:  
This policy is void if it was obtained by misrepresentation, fraud or concealment of material facts. If it is determined that this policy is void, all premiums paid will be returned to **you** since there has been no coverage under this policy.

**We** do not cover any loss or **occurrence** in which any **insured person** has concealed or misrepresented any material fact or circumstance.

If this policy has been in effect for more than 90 days, or if it is a renewal with **us**, a claim filed by an **insured person** will not be denied based on credit information available in public records.

- D. The following provision is added:

**Notice**

If a company employee adjuster, independent adjuster, attorney, investigator, or other person acting on **our** behalf needs access to an **insured person** or claimant or to the **insured premises** that is the subject of a claim, that person must provide at least 48 hours' notice to the **insured person** or claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the **insured premises**. The **insured person** or claimant may deny access to the **insured premises** if notice has not

been provided. The **insured person** or claimant may waive the 48-hour notice.

- II. In **Section I—Your Property**, the following changes are made:

- A. Under **Losses We Cover Under Coverage C**, the following changes are made:

1. The paragraph after item 14 is replaced by the following:

**We** do not cover loss at the **residence premises** under perils 12, 13 and 14 caused by or resulting from freezing while the **residence premises** is vacant or under construction unless **you** have used reasonable care to:

- a) maintain heat in the **residence premises**; or
- b) shut off the water supply and drain the water from the systems and appliances.

2. Item 17 is replaced by the following:

17. **Sinkhole activity**, but only if **Sinkhole Activity Coverage** is shown on the Policy Declarations.

**We** do not cover losses caused by **sinkhole activity** under **Personal Property Protection-Coverage C**, unless the **sinkhole activity** caused **structural damage** to the building structure, or the dwelling foundation, in which the **residence premises** is located.

- B. Under **Losses We Cover Under Coverage C**, item 14 is replaced by the following:

14. Freezing of a plumbing, heating or air conditioning system or a household appliance.

**We** do not cover loss at the **residence premises** under perils 12, 13 and 14 caused by or resulting from freezing while the **residence premises** is vacant or under construction unless **you** have used reasonable care to:

- a) maintain heat in the **residence premises**; or
- b) shut off the water supply and drain the water from the systems and appliances.

- C. Under **Losses We Do Not Cover Under Coverage C**, items 4, 5, and 9 are replaced by the following:

4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**. Except as otherwise excluded under items 1 through 3 above, this exclusion does not apply to the sudden and accidental discharge of water.
5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence,

mudflow, pressure, sinkhole, erosion or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

However, **we** will not apply this exclusion to sudden and accidental direct physical loss caused by:

- a) **catastrophic ground cover collapse**; or
- b) **sinkhole activity** covered under **Sinkhole Activity Coverage**, if **Sinkhole Activity Coverage** is shown on the Policy Declarations.

**We** do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.

9. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
  - a) may be reasonably expected to result from such acts; or
  - b) is the intended result of such acts.

This exclusion applies regardless of whether or not the **insured person** is actually charged with or convicted of a crime. The application of this exclusion will not be based solely on an arrest or the issuance of a citation.

- D. Under **Additional Protection**, the **Additional Living Expense** sub-item a) is replaced by the following:

1. **Additional Living Expense**

- a) **We** will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Personal Property Protection-Coverage C** makes **your residence premises** uninhabitable or the building structure containing **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

- E. In **Section I Conditions**, the following changes are made:

1. Under item 3, **What You Must Do After A Loss**, sub-item a) is replaced by the following:
  - a) promptly give **us** or **our** agent notice. Report any theft to the police as soon as possible.
    - 1) If the loss was caused by **sinkhole activity**, **you** must notify **us** of any resulting claim, supplemental claim or reopened claim within two years after **you**

knew or reasonably should have known about the **sinkhole loss**.

- 2) If the loss was caused by windstorm or **hurricane**, **you** must notify **us** of any resulting claim, supplemental claim or reopened claim within three years after the **hurricane** first made landfall or the windstorm caused the damage.
  - 3) If the loss involves a credit card, charge plate or bank transfer card, give written notice to the company or bank that issued the card or plate.
2. Under item 4, **How We Pay For A Loss**, the first paragraph is replaced by the following:

Within 90 days after **we** receive notice of an initial, reopened, or supplemental claim under **Personal Property Protection-Coverage C** from **you**, **we** shall pay or deny such claim or a portion of the claim unless the failure to pay such claim or a portion of the claim is caused by factors beyond **our** control which reasonably prevent such payment. Claims will be paid within 20 days of written agreement between **you** and **us**.
  3. Item 5, **Our Settlement Of Loss**, is replaced by the following:
    5. **Our Settlement Of Loss**

**We** will settle any covered loss with **you** unless another payee is named in the policy or is legally entitled to receive payment. **We** will settle within 20 days after the amount of loss is finally determined. This amount may be determined by an agreement between **you** and **us**, an appraisal award, neutral evaluation of **sinkhole activity** loss, or a court judgment. Notwithstanding the foregoing, with respect to a covered **sinkhole loss**, as provided in **Section I Conditions**, item 4, **How We Pay For A Loss**, **we** will not pay any amounts for underpinning or grouting until **you** enter into a contract for the performance of building stabilization or foundation repairs.
  4. Item 8, **Permission Granted To You**, is replaced by the following:
    8. **Permission Granted To You**
      - a) The **residence premises** may be vacant for any length of time, except where a time limit is indicated in this policy for specific perils. A building structure under construction is not considered vacant.
      - b) **You** may make alterations, additions or repairs, and **you** may complete structures under construction.
  5. Item 11, **Suit Against Us**, is replaced by the following:
    11. **Suit Against Us**

No suit or action may be brought against **us** unless there has been full compliance with all policy terms. Any suit or



action must be brought within five years after the date of loss.

6. Item 17, **Neutral Evaluation For Resolution Of Sinkhole Activity Losses**, is replaced by the following:

17. **Neutral Evaluation For Resolution Of Sinkhole Activity Losses**

If **Sinkhole Activity Coverage** is shown on the Policy Declarations and **you** have given **us** notice of a **sinkhole activity** claim within two years after **you** knew or reasonably should have known about the **sinkhole loss**, then after a professional engineer or professional geologist has provided a sinkhole report under Florida Insurance Code Section 627.7073 or **we** have denied **your** claim for a **sinkhole loss**, either party may request a neutral evaluation. Neutral evaluation is nonbinding, but mandatory if requested by either party. At a minimum, neutral evaluation must determine:

1. Causation;
2. All methods of stabilization and repair both above and below ground;
3. The costs for stabilization and all repairs; and
4. Information necessary to complete the neutral evaluator's report.

A request for neutral evaluation may be filed with the Florida Department of Financial Services ("DFS") by the policyholder or the insurer on a form approved by the DFS. The request for neutral evaluation must state the reason for the request and must include an explanation of all the issues in dispute at the time of the request. Filing a request for neutral evaluation tolls the applicable time requirements for filing suit for a period of 60 days following the conclusion of the neutral evaluation process or the time period prescribed in the **Suit Against Us** provision, whichever is later.

Upon receipt of a request for neutral evaluation, the DFS shall provide the parties a list of certified neutral evaluators. The DFS shall allow the parties to submit requests to disqualify evaluators on the list for the following causes:

1. A familial relationship within the third degree exists between the neutral evaluator and either party or a representative of either party.
2. The proposed neutral evaluator has, in a professional capacity, previously represented either party or a representative of either party, in the same or a substantially related matter.

3. The proposed neutral evaluator has, in a professional capacity, represented another person in the same or a substantially related matter and that person's interests are materially adverse to the interests of the parties. The term "substantially related matter" means participation by the neutral evaluator on the same claim, property, or adjacent property.
4. The proposed neutral evaluator has, within the preceding 5 years, worked as an employer or employee of any party to the case.

The parties shall mutually select a neutral evaluator from the list and promptly inform the DFS. If the parties cannot agree to a neutral evaluator within 14 business days, the DFS shall appoint a neutral evaluator from its list of certified neutral evaluators.

Upon determination of **sinkhole loss** by the neutral evaluator, and mutual agreement to the recommendations made by the neutral evaluator by **you** and **us**, payment for **sinkhole loss** will be paid pursuant to **Section I Conditions**, item 4, **How We Pay For A Loss** and item 5, **Our Settlement Of Loss**, and **Section III—Optional Protection**, item 13, **Sinkhole Activity Coverage**.

This procedure stands in place of the **Appraisal** condition in the event of a disputed **sinkhole loss**.

This provision only applies when **Sinkhole Activity Coverage** is shown on the Policy Declarations.

III. In **Section II—Family Liability And Guest Medical Protection**, the following changes are made:

- A. Under **Losses We Do Not Cover Under Coverage X**, items 1 and 15 are replaced by the following:
  1. **We** do not cover any **bodily injury** or **property damage** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **insured person**. This exclusion applies even if:
    - a) such **insured person** lacks the mental capacity to govern his or her conduct;
    - b) such **bodily injury** or **property damage** is of a different kind or degree than that intended or reasonably expected; or
    - c) such **bodily injury** or **property damage** is sustained by a different person than that intended or reasonably expected.

This exclusion applies regardless of whether or not such **insured person** is actually charged with, or convicted of, a

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crime. The application of this exclusion will not be based solely on an arrest or the issuance of a citation.

15. **We** do not cover any liability an **insured person** assumes arising out of any oral contract or agreement or any contract or agreement in connection with a **business** activity.

B. Under **Losses We Do Not Cover Under Coverage Y**, item 1 is replaced by the following:

1. **We** do not cover any **bodily injury** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **insured person**. This exclusion applies even if:
- Such **insured person** lacks the mental capacity to govern his or her conduct;
  - Such **bodily injury** is of a different kind or degree than that intended or reasonably expected; or
  - Such **bodily injury** is sustained by a different person than that intended or reasonably expected.

This exclusion applies regardless of whether or not such **insured person** is actually charged with, or convicted of a crime. The application of this exclusion will not be based solely on an arrest or the issuance of a citation.

IV. In **Section III—Optional Protection**, under **Optional Coverages You May Buy**, the following item is added:

13. **Sinkhole Activity Coverage**

When **Sinkhole Activity Coverage** is shown on the Policy Declarations, **Personal Property Protection—Coverage C** is extended to cover direct physical loss caused by **sinkhole activity**, but only if the **sinkhole activity** causes **structural damage** to the building structure in which **your residence premises** is located.

Payment for **sinkhole loss** caused by **sinkhole activity** will be paid pursuant to **Section I Conditions**, item 4, **How We Pay For A Loss**.

If:

- you** submit a claim for **sinkhole loss** without good faith grounds for submitting such claim;
- you** demand testing by a professional engineer or geologist to determine the presence or absence of **sinkhole loss**;
- before ordering testing by a professional engineer or geologist, **we** inform **you** in writing of **your** potential liability for reimbursement for **sinkhole loss** testing and **we** give **you** the opportunity to withdraw **your** claim for **sinkhole loss**; and
- we** obtain written certification from a professional engineer or geologist that there is no **sinkhole loss** or that the cause of the damage was not **sinkhole activity**;

then **you** must reimburse **us** for fifty percent of the actual costs of such testing, up to \$2,500 with respect to any such claim.

If **we** deny **your** sinkhole claim without having a professional engineer or geologist perform testing to determine the presence or absence of **sinkhole loss** or other cause of damage, **you** may demand testing in writing within 60 days after **you** receive notification that **your** sinkhole claim has been denied. **You** must pay the lesser of 50% or \$2,500 of the actual costs of the analyses and services, which will be reimbursed if the professional engineer or geologist provides written certification that there is **sinkhole loss**.

As a precondition to accepting payment for a covered **sinkhole loss**, **you** must file a copy of any professional engineer's or geologist's sinkhole report prepared on **your** behalf or at **your** request with the county clerk of court for the county in which the **residence premises** is located. **You** will bear the cost of the filing and recording.

All other policy terms and conditions apply.

*The following endorsement changes your policy.  
Please read this document carefully and keep it with your policy.*

## Florida Hurricane Deductible Endorsement – AP4491

It is agreed that **your** policy is changed as follows:

1. In the **General** section of the policy, under **Definitions Used In This Policy**, the following definitions are added:

**Calendar year**—means a twelve-month period beginning January 1 and ending December 31.

**Hurricane**—means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a storm system declared by the National Hurricane Center of the National Weather Service to be a hurricane. The duration of the **hurricane** includes the time period, in Florida:

- beginning at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- continuing for the time period during which hurricane conditions exist anywhere in Florida; and
- 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.

**Hurricane loss**—means sudden and accidental direct physical loss to covered property caused by **hurricane**. **Hurricane loss** includes ensuing damage to the interior of a building, or to covered property inside a building, caused by rain, snow, sleet, hail, sand or dust if the direct force of



the **hurricane** first damages the building, causing an opening through which rain, snow, sleet, hail, sand or dust enters and causes damage.

II. In **Section I Conditions**, item 1. **Deductible** is replaced by the following:

1. **Deductible**

**We** will pay when a covered loss exceeds the applicable deductible shown on the Policy Declarations. **We** will then pay only the excess amount, subject to any applicable co-payment provisions, unless **we** have indicated otherwise in this policy.

**Hurricane Deductible**

A hurricane deductible shall apply on an **calendar year** basis to all covered **hurricane loss(es)** that occur during the same **calendar year** that are covered under one or more policies issued to **you by us** (or one of **our** affiliated insurance companies) that insure the property located at the same Location of Property Insured shown on the Policy Declarations of this policy.

- a. For the first covered **hurricane loss** during the **calendar year**, **we** will pay when the covered **hurricane loss** exceeds the applicable hurricane deductible shown on the Policy Declarations.

**We** will then pay only the excess amount, subject to any applicable co-payment provisions, unless **we** have indicated otherwise in this policy.

- b. Except as provided in paragraph c. below, in the event there is (are) prior **hurricane loss(es)** in the same **calendar year**, **we** will only pay for a covered **hurricane loss** when that **hurricane loss** exceeds the greater of:

1. an amount equal to the Hurricane Deductible shown on the Policy Declarations, less the total amount of any hurricane deductible(s) applied to any other prior **hurricane loss(es)** that occurred during the same **calendar year** that were covered under one or more policies issued to **you by us** (or by one of **our** affiliated insurance companies) that insured the property located at the same Location of Property Insured shown on the Policy Declarations for this policy; or
2. the amount of the Other Peril Deductible shown on the Policy Declarations.

**We** will then pay only the excess amount, subject to any applicable co-payment provisions, unless **we** have indicated otherwise in this policy.

- c. In the event that two or more covered **hurricane losses** occur in the same **calendar year** under more than one policy issued to **you by us** (or one of **our** affiliated insurance companies) which insure the property located at the same Location of Property Insured shown on the Policy Declarations for this policy, and the Hurricane Deductibles shown on the Policy Declarations

applicable to those **hurricane losses** differ, **we** will only pay for a covered **hurricane loss** when that **hurricane loss** exceeds the greater of:

1. an amount equal to the highest Hurricane Deductible shown on any applicable Policy Declarations, less the total amount of any hurricane deductible(s) applied to any other prior **hurricane loss(es)** that occurred during the same **calendar year** that were covered under one or more policies issued to **you by us** (or by one of our affiliated insurance companies) that insured the property located at the same Location of Property Insured shown on the Policy Declarations of this policy; or
2. the amount of the Other Peril Deductible shown on the Policy Declarations.

**We** will then pay only the excess amount, subject to any applicable co-payment provisions, unless **we** have indicated otherwise in this policy.

A hurricane deductible applies regardless of any other cause or event contributing concurrently or in any sequence to a **hurricane loss**.

If a Hurricane Deductible is shown on the Policy Declarations as a percentage, the hurricane deductible amount will be determined by applying the percentage shown to the Limit of Liability for **Personal Property Protection-Coverage C** shown on the Policy Declarations.

If the Policy Declarations indicate that this policy contains a co-payment provision, after applying any Hurricane Deductible, **you** will be responsible for an additional amount equal to 10% of the next \$10,000 of a covered **hurricane loss**, subject to a maximum co-payment amount of \$1,000, for any covered **hurricane loss** arising from one **occurrence**. **We** will then pay the remaining portion of the covered loss.

If **you** suffer a **hurricane loss** under one policy during a **calendar year** and **you** are provided or offered a lower hurricane deductible under a new or renewal policy during the same **calendar year**, the lower hurricane deductible will not apply until January 1 of the following **calendar year**.

All other provisions of this policy apply.

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*The following endorsement changes your policy.  
Please read this document carefully and keep it with your policy.*

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## **Amendatory Endorsement - AP4963**

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Under **Section I Conditions**, the following provision is added:

### **Assignment Agreements**

If **you**, the assignor, enter into an assignment agreement, **your** assignee must provide **us** a copy of that agreement within three business days after the agreement is executed or the date on which the work relating to that agreement begins, whichever is earlier, unless the assignee can demonstrate that **we** are not prejudiced by the assignee's failure to do so.

For the purposes of this provision:

- An assignee means a person who is assigned post-loss benefits through an assignment agreement.
- An assignment agreement means any instrument by which post-loss benefits under a residential property insurance policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property.
- An assignor means a person who assigns post-loss benefits under a residential property insurance policy to another person through an assignment agreement.

The copy of the assignment agreement must be delivered to **us** by personal service, overnight delivery or electronic transmission, with evidence of delivery in the form of a receipt or other paper or electronic acknowledgement by **us**; or by delivery to **us** at P.O. Box 672041, Dallas, TX 75267 or to **our** e-mail address: [claims@claims.allstate.com](mailto:claims@claims.allstate.com).

All other policy terms and conditions apply.

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## Important notices

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### Additional Hurricane Deductibles

This Important Notice is to inform you of additional Hurricane Deductibles for which you may be eligible under your policy.

You may be eligible to select one of the following Hurricane Deductibles based on your primary coverage amount:

Coverage Amount	Available Deductible
\$1 - \$4,999	\$500
\$5,000 - \$9,999	\$500 and 10%
\$10,000 - \$24,999	\$500, 5%, 10%
\$25,000 - \$249,999	\$500, 2%, 5%, 10%
\$250,000 and above	2%, 5%, 10%

Your current Hurricane Deductible is shown on your Policy Declarations renewal offer. If you would like to select a Hurricane Deductible other than the one reflected in your renewal offer, please contact your Castle Key representative for details and eligibility. If you do not select a different Hurricane Deductible, the Hurricane Deductible shown on the Policy Declarations for your renewal offer will apply.

Please note, if you suffer a hurricane loss under one policy during a calendar year and you are provided or offered a lower hurricane deductible under a new or renewal policy during the same calendar year, the lower hurricane deductible will not apply until January 1 of the following calendar year.

Please contact your Castle Key representative if you have any questions regarding this matter or your insurance coverage in general.

XC6113

### Information About Flood Insurance and Scheduled Personal Property Coverage

#### Are You Protected against Flood Damage?

Did you know that most homeowners, renters and commercial insurance policies do not provide coverage for damage caused by floods? In fact, protection against floods is generally available only through a separate policy.

This is important because approximately 90% of all disasters in the U.S. are flood related. While you may think that it couldn't happen to you, over 25% of all flood losses occur in low to moderate risk areas.

Your Castle Key representative can help you obtain a standard flood insurance policy from another provider. Flood coverage

can help complete the insurance protection for your property and help protect your financial well-being.

For more information about flood insurance, please contact your Castle Key representative.

#### Protect Your Valuables with Scheduled Personal Protection Coverage

Castle Key offers Scheduled Personal Property (SPP) coverage to help protect particularly valuable items, such as jewelry, fine art, musical instruments and even sports equipment.

In addition, SPP can cover valuables stored outside of your home in a safe deposit box or bank. And if you work from home and use computer or audio-visual equipment for business purposes, SPP can cover these items as well.

#### Already Have SPP?

Even if you currently have SPP coverage, it's a good idea to review your coverage annually. It's possible that the value of your property has changed or that you have purchased new items that have not been added to your coverage.

#### It's Affordable

The cost of SPP coverage varies, but the value of your property is the best way to determine how much coverage you need. The rates are generally a small percentage of the total value of the items you're insuring. This could mean that your valuables are protected for only a fraction of their original cost.

To learn more about SPP coverage, or if you have any questions about your insurance policy in general, contact your Castle Key representative.

X72797

### You May Request That We Reorder Your Credit Report

Like many insurance companies, when we consider your eligibility for coverage, we review your credit report and base your premium partly on this information.

We reorder your credit report(s) every two years, but if you would like us to use updated credit information to determine your premium, you can request that we order it sooner.

The rate for your premium will only decrease or remain the same if we reorder your credit report. If your credit history has improved, we will adjust your premium. Please be aware that, depending on when you request a credit reorder, we may not be able to apply any premium change to this policy renewal; if so, it will take effect at your next policy renewal. Several



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factors, including any policy changes you might make, can also affect the amount of your premium.

You can learn more by visiting [allstate.com](http://allstate.com). If you'd like us to use updated credit information to determine your premium, please call your agent.

**X67520-2**

## **An Explanation of the Hurricane-Related Charges on Your Policy Declarations**

You may have noted one or more charges from the following listed in the Total Premium section of your Policy Declarations:

- Citizens Property Insurance Corporation ("Citizens")
- Florida Hurricane Catastrophe Fund ("FHCF")
- Florida Insurance Guaranty Association ("FIGA")

We want to take this opportunity to provide you with some background information on these hurricane-related charges and explain why we applied them to your policy premium.

### **Why Are You Receiving These Charges?**

The Florida legislature created Citizens, FHCF and FIGA to help ensure that Florida citizens continue to have access to affordable insurance. Citizens, FHCF and FIGA are legally authorized to make assessments in specified circumstances. Citizens makes annual and regular assessments on insurance companies writing most property and casualty lines of insurance in Florida, including motor vehicle and homeowners insurance. FHCF and Citizens make emergency assessments on the premiums for most property and casualty lines of insurance in Florida, including motor vehicle and homeowners insurance. FIGA makes regular and emergency assessments on insurance companies writing the kinds of insurance written by the insurance company for which FIGA assumed responsibility. When Citizens makes an annual or regular assessment, and when FIGA makes a regular or emergency assessment, Florida law allows the insurance company that was assessed to recover these charges by collecting (or "recouping") a portion of the assessment from each of its policyholders. When Citizens or FHCF make an emergency assessment, insurance companies are responsible for collecting the assessment directly from their policyholders.

We have applied the charges listed above in order to recover or collect Citizens FHCF or FIGA assessments. These charges are displayed on your Policy Declarations, and they will appear on your bill, which we will send separately.

### **To Whom Do the Assessments Listed above Refer?**

"Citizens" refers to [Citizens Property Insurance Corporation](#). This is an organization created under Florida law that provides property insurance to Floridians who cannot obtain insurance elsewhere.

The "Florida Hurricane Catastrophe Fund (FHCF)" is a reinsurance program created under Florida law that provides hurricane reinsurance to private insurance companies, such as Castle Key.

The "Florida Insurance Guaranty Association (FIGA)" is a nonprofit corporation created under Florida law that services pending claims by or against Florida policyholders of member insurance companies which become insolvent and are ordered liquidated.

### **Why Are We Applying These Charges Now?**

Recent hurricane seasons have prompted Citizens, FHCF and FIGA to levy one or more assessments. We are unable to absorb the cost of the recent Citizens and FIGA assessments without jeopardizing our ability to protect our policyholders. In addition, Florida law requires us to collect both Citizens' and the FHCF's emergency assessments.

### **Have Questions? Please Contact Us**

If you have any questions about this notice or about your insurance in general, please contact your Castle Key representative. You can also contact us at 1-800-255-7828. *(Please note that, while the assets and liabilities of the Castle Key companies are separate and distinct from other companies within the Allstate group, Allstate Insurance Company provides some customer services for the Castle Key companies.)* For questions about Citizens Property Insurance Corporation, please contact Citizens directly. For questions about FHCF, please contact the State Board of Administration of the State of Florida. For questions about FIGA, please contact FIGA directly. Your local legislator may also be able to answer any questions you may have regarding Citizens, FHCF or FIGA.

**X72802**

## **Important Information About Your Castle Key Policy**

The enclosed Policy Declarations lists important information about your policy, such as your address, the location of the insured property, the coverages and coverage limits you've chosen, and mortgagee information, if applicable. Your Policy Declarations also lists any discounts and surcharges applied to your policy.



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Because much of the information found on your Policy Declarations is used to help us determine your premium, please be sure to review your Policy Declarations carefully each time you receive one. You may want to add coverage, delete coverage or change your coverage limits—or you may want to change other information relating to your policy, whether it be your home or other insured property. You may also want to contact your Castle Key representative for information about discounts that may be available for your policy.

### **Making changes to your policy**

If you need to make a change to any of the information listed on your Policy Declarations, please notify your Castle Key representative of the change as soon as possible. With a few exceptions, **any changes will be effective as of the date you notify us.**

If you have any questions about this notice, or if you need to update any of the information listed on the enclosed Policy Declarations, please contact your Castle Key representative.

**X72803**

### **Please Confirm Your Current Address**

As you may know, we base our property insurance rates, in part, on where a customer's property is located. According to our records, the location of the dwelling your property policy covers is:

Address: 414 Orange Ave  
City/Village/Township: Port Orange  
State: FL  
Zip: 32127-4445  
County: Volusia

**We ask that you please review this information to make sure the address we've listed above is accurate.** If you see any information that is incorrect, please contact your Castle Key representative as soon as possible and provide them with the correct information. Once we receive your updated information, we will send you an Amended Policy Declarations and, if necessary, adjust your insurance premium to reflect the updated information.

If the information above is correct, you do not need to contact us. Feel free to contact your Castle Key representative with any questions you may have about this notice.

**X72901**

### **How We Compensate Our Agencies**

The company listed below uses local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies provide numerous services to customers on the company's behalf. Agencies are paid a commission by the company for selling and servicing the company's insurance policies and may be eligible to receive additional compensation and rewards based on performance.

Castle Key Indemnity Company

**X72006-1**

### **Important Information About Your Credit-Based Insurance Score**

Please take a moment to read the notice immediately following this insert containing important information about our use of consumer reports and your rights under the federal Fair Credit Reporting Act. In that notice, we explain why we order credit reports and explain how important it is for you to check the accuracy of that information.

In the state where we issued your policy we are required by law to inform you of certain factors in your credit report(s) adversely affecting your credit-based insurance score. The most significant of these factors are:

The average number of months that accounts are listed on the credit report: Generally, the longer your average age of accounts, the more favorable your insurance score will be. Those with the most favorable insurance scores often have an average age of accounts of 14 years or longer.

The number of open revolving accounts where the current balance you owe is greater than 75 percent of the largest balance you have owed for that account: Please note that this is not the limit available on the account, but rather the highest outstanding balance you have ever carried on that account. A revolving account is one in which you have the option to pay the balance off each month or carry part of the balance over to the next month. Generally, lowering the balances on revolving accounts with a large balance may lead to a more favorable insurance score.

The number of revolving accounts opened in the last two years: A revolving account is one in which you have the option to pay the balance off each month, or carry part of the balance over to the next month. Generally, if you have not opened a revolving account in the past two years, you may receive a more

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favorable insurance score. Please note that we do not consider car loans and/or mortgage-related accounts when determining the number of recently opened accounts.

## Consumer Report Information and Its Impact on Your Insurance

Many factors play a role in determining your insurance premium. Among the factors we consider are the following: where you live, the coverages and limits you've chosen and discount eligibility. In addition, we use consumer reporting agency information for eligibility and rating purposes. The federal Fair Credit Reporting Act requires us to inform you when we take adverse action based on a consumer report.

As permitted by law, we ordered credit report information about you and your spouse, who are both named insureds on the policy.

Based in whole or in part on the information provided to us by TransUnion National Disclosure Center, Castle Key Indemnity Company is unable to offer you a lower rate: based on the credit information available to us.

### You May Request a Free Credit Report

Under Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of your consumer report from TransUnion if you request it within 60 days of receiving this notice (even if the report did not contain any information regarding credit status). You also have the right, under Section 611 of the Fair Credit Reporting Act, to dispute with TransUnion the accuracy or completeness of any information in any report(s) furnished by the agency.

If you'd like a free copy of your credit report, be sure to make your request within 60 days of receiving this notice. You can contact the reporting agency at:

TransUnion National Disclosure Center  
2 Baldwin Place  
PO Box 1000  
Chester PA 19022  
Phone: 1-888-503-0048  
www.transunion.com

Please keep in mind that the consumer reporting agency did not make the decision to take this adverse action and will not be able to provide you with any specific reasons regarding why we took this action. Also, any changes to your name or address within the past two years can affect the completeness of your

report. If your information has changed, please let your insurance representative know.

### Have Questions? Please Contact Your Castle Key Representative

We hope you will take advantage of these rights and help us give you the lowest premium we can provide. If you have any questions about the information contained in this notice, or about your insurance in general, please contact your insurance representative.

### The Connection Between Credit History and Premium

We determine premiums using the information you provide on your insurance application, as well as using other factors. Certain credit report information has proved an effective predictor of insurance losses. It also allows us to keep costs competitive by helping make it possible for customers who are less likely to experience losses to pay less for their insurance. Keep in mind we use credit history in addition to, not instead of, our other characteristics. By considering this information, we can match likelihood of loss to premium even more precisely, and we think that's good for our customers. It allows us to keep insurance costs as competitive as possible for the greatest number of policyholders. You can also learn more about our use of credit information, including ways you may be able to improve your insurance score, by visiting [allstate.com](http://allstate.com).

In states which have laws that provide couples entering into civil unions, domestic partnerships, or similar relationships the benefits, protections and responsibilities under law as are granted to spouses in a marriage in this state, the term "spouse" in this notice includes civil partners, domestic partners or any similar relationship recognized by the laws of this state.

XF4

XF1



# Carlsberg Report Information and its Impact on Valuation

The Carlsberg Report provides a comprehensive overview of the company's financial performance, strategic initiatives, and market outlook. It details the company's revenue growth, profit margins, and the impact of various market factors on its operations. The report also highlights the company's commitment to sustainability and social responsibility, which are key drivers of its long-term value.

The report is structured into several key sections, including an executive summary, a detailed financial analysis, and a discussion on the company's future prospects. The financial analysis covers the company's income statement, balance sheet, and cash flow, providing a clear picture of its financial health and stability.

Key findings from the report include a strong and consistent revenue growth over the past several years, driven by the company's diverse product portfolio and effective marketing strategies. The report also notes the company's ability to maintain healthy profit margins despite increasing operational costs, a testament to its operational efficiency and cost management.

Furthermore, the report emphasizes the company's strategic focus on innovation and digital transformation, which are expected to drive future growth and enhance its competitive advantage in the market. The company's strong financial performance and strategic vision are key factors that contribute to its high valuation.

In conclusion, the Carlsberg Report is a valuable resource for investors and stakeholders, providing a detailed and transparent view of the company's operations and financial performance. The report's findings and insights are crucial for understanding the company's current position and its potential for future growth.

The report also includes a section on the company's risk management strategies, detailing how it identifies, assesses, and mitigates various risks that could impact its business. This section provides a clear understanding of the company's resilience and its ability to navigate through uncertain market conditions.

Overall, the Carlsberg Report is a well-structured and informative document that offers a comprehensive look at the company's financial and operational performance. It is a key document for anyone interested in the company's business and its future prospects.

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## Notice of Premium Discounts for Hurricane Loss Mitigation

### \*\*\* Important Information \*\*\*

### About Your Personal Residential Insurance Policy

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 84%.

### 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 \$37 which is part of your total annual**



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**premium of \$234.00. 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**

<i>Description of Feature</i>	<i>Estimated* Premium Discount Percent</i>	<i>Estimated* Annual Premium (\$) is Reduced by:</i>
Roof Covering (i.e., shingles or tiles)		
<ul style="list-style-type: none"> <li>• Meets the Florida Building Code.</li> <li>• Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)</li> </ul>	<p style="text-align: center;">11%</p> <p style="text-align: center;">82%</p>	<p style="text-align: center;">\$4</p> <p style="text-align: center;">\$30</p>
How Your Roof is Attached		
<ul style="list-style-type: none"> <li>• Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li> <li>• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood.</li> <li>• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood.</li> </ul>	<p style="text-align: center;">0%</p> <p style="text-align: center;">9%</p> <p style="text-align: center;">9%</p>	<p style="text-align: center;">\$0</p> <p style="text-align: center;">\$3</p> <p style="text-align: center;">\$3</p>
Roof-to-Wall Connection		
<ul style="list-style-type: none"> <li>• Using "Toe Nails"—defined as 3 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 style="text-align: center;">0%</p> <p style="text-align: center;">35%</p> <p style="text-align: center;">35%</p> <p style="text-align: center;">35%</p>	<p style="text-align: center;">\$0</p> <p style="text-align: center;">\$13</p> <p style="text-align: center;">\$13</p> <p style="text-align: center;">\$13</p>
Roof Shape		

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<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>	47%	\$17
<ul style="list-style-type: none"> <li>Other.</li> </ul>	0%	\$0
Secondary Water Resistance (SWR)		
<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> </ul>	6%	\$2
<ul style="list-style-type: none"> <li>No SWR.</li> </ul>	0%	\$0
Shutters		
<ul style="list-style-type: none"> <li>None.</li> </ul>	0%	\$0
<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>	35%	\$13
<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>	44%	\$16

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

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

<i>Description of Feature</i>	<i>Estimated* Premium Discount Percent</i>	<i>Estimated* Annual Premium (\$) is Reduced by:</i>
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.		
Shutters		
<ul style="list-style-type: none"> <li>None.</li> </ul>	0%	\$0
<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>	35%	\$13
<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>	44%	\$16
Roof Shape		



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• Hip Roof—defined as your roof sloping down to meet all your outside walls (like a pyramid).	47%	\$17
• Other.	0%	\$0

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

A number of hurricane-wind deductible amounts are available. Please contact your Castle Key representative for details and eligibility.

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 Castle Key representative, who can provide that information.

OIR-B1-1655 (Rev. 02/10)

**X72250-3**



# Privacy Statement

Policy number:

988 334 818

Policy effective date:

July 6, 2020

## Privacy Policy Statement

Thank you for choosing Castle Key. We value you, respect your privacy and work hard to protect your personal information.

This statement is provided on behalf of Castle Key Insurance and Castle Key Indemnity Insurance Companies ("Castle Key"). We would like to explain how we collect, use and share the information we obtain about you in the course of doing business.

### Our Privacy Assurance

- We do not sell your personal or medical information to anyone.
- We require persons or organizations that represent or assist us in servicing your policy and claims to keep your information confidential.
- We require our employees to protect your personal information and keep it confidential.

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information. For Social Security Numbers (SSN), this includes restricting access to our employees, agents and others who use your SSN only as permitted by law: to comply with the law, to provide you with products and services, and to handle your claims. Also, our employees' and agents' access to and use of your SSN are limited by the law, our policies and standards, and our written agreements. Our privacy practices continue to apply to your information even if you cease to be a Castle Key customer.

### What Personal Information Do We Have and Where Do We Get It

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home and e-mail addresses, driver's license number, social security number, marital status, family member information and healthcare information. Also, we maintain records that include, but are not limited to, policy coverages, premiums, and payment history. We also collect information from outside sources that may include, but is not limited to, your driving record, claims history, medical information and credit information.

In addition, Castle Key and its business partners gather information through Internet activity, which may include, for example, your operating system, links you used to visit our website, web pages you viewed while visiting our site or

applications, Internet Protocol (IP) addresses, and cookies. We use cookies, analytics and other technologies to help:

- Evaluate our marketing campaigns
- Analyze how customers use our website and applications
- Develop new services
- Know how many visitors have seen or clicked on our ads

Also, our business partners assist us with monitoring information including, but not limited to, IP addresses, domain names and browser data, which can help us to better understand how visitors use our site.

### How We Use and Share Your Personal Information

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Castle Key. This would be done as required or permitted by law. For example, we may do this to:

- Fulfill a transaction you requested or service your policy
- Market our products
- Handle your claim
- Prevent fraud
- Comply with requests from regulatory and law enforcement authorities
- Participate in insurance support organizations

The persons or organizations with whom we may share your personal information may include, among others:

- Your agent, broker or Castle Key-affiliated companies
- Companies that perform services, such as marketing, credit card processing, and performing communication services on our behalf
- Business partners that assist us with tracking how visitors use allstate.com.
- Other financial institutions with whom we have a joint marketing agreement
- Other insurance companies that play a role in an insurance transaction with you
- Independent claims adjusters
- A business or businesses that conduct actuarial or research studies
- Those who request information pursuant to a subpoena or court order
- Repair shops and recommended claims vendors
- Companies with which we have entered into an agreement to allow those companies to provide insurance quotes for policies which we are not offering a renewal

### The Internet and Your Information Security

We use cookies, analytics and other technologies to help us provide users with better service and a more customized web experience. Additionally, our business partners use tracking



services, analytics and other technologies to monitor visits. We may also use Web beacons (also called "clear GIFs" or "pixel tags") in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement located at allstate.com.

**How You Can Review and Correct Your Personal Information**

You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:

Castle Key Insurance Company Customer Privacy Inquiries  
PO Box 660598  
Dallas, TX 75266-0598

**Your Preference for Sharing Personal Information**

We would like to share your personal information with one or more of the Castle Key affiliates listed at the end of this notice in order to make you aware of different products, services and offers they can provide. However, you can request that we do not share your personal information for marketing products and services with those affiliates.

To request that we not allow other Castle Key affiliates to use your personal information to market their products and services, you can contact us by calling 1-800-856-2518 twenty-four hours a day, seven days a week. Please keep in mind that it may take up to four weeks to process your request. If you previously contacted us and asked us not to allow other Allstate affiliates to use your personal information, your previous choice still applies and you do not need to contact us again. If you would like to change your previous choice please call the number above at any time.

**We Appreciate Your Business**

Thank you for choosing Castle Key. We value our relationship with you. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you.

If you have questions or would like more information, please don't hesitate to contact your agent or call the Customer Information Center at 1-800-255-7828.

We reserve the right to change our Privacy practices, procedures, and terms.

Castle Key Insurance Company

Castle Key Indemnity Insurance Company

List of affiliates amongst which information may be shared: Allstate County Mutual Insurance Company, Allstate Finance Company, Allstate Financial Services, LLC (LSA Securities in LA and PA), Allstate Fire and Casualty Insurance Company, Allstate Indemnity Company, Allstate Insurance Company, Allstate Investment Management Company, Allstate Life Insurance Company, Allstate Life Insurance Company of New York, Allstate Motor Club, Inc., Allstate New Jersey Insurance Company, Allstate New Jersey Property and Casualty Insurance Company, Allstate Property and Casualty Insurance Company, Allstate Texas Lloyd's, Allstate Texas Lloyd's, Inc., Allstate Vehicle and Property Insurance Company, Deerbrook General Agency, Inc., Deerbrook Insurance Company, Lincoln Benefit Life Company, North Light Specialty Insurance Company, Northbrook Indemnity, and American Heritage Life Insurance Company.

\*Please note that, while the assets and liabilities of the Castle Key companies are separate and distinct from other companies within the Allstate group, Allstate Insurance Company provides some customer services for the Castle Key companies.

(ed. 8/2012)

**X67816-1v5**

**PRIVACY CHOICE FORM FOR NON-AFFILIATED  
THIRD PARTIES**

If you want to limit disclosures of personal information about you as described in this Privacy Statement for non-affiliated third parties, just check the box below and complete this form. Please note, once you have given us your privacy choice there is no need to do so again, unless you wish to change your instructions.

- I direct Castle Key not to share my customer information with non-affiliated third parties, such as insurance companies. I understand that this will not restrict disclosures to non-affiliated third parties as permitted by law, such as disclosures to companies that perform marketing services on Castle Key's behalf, other financial institutions with whom Castle Key has joint marketing arrangements, other non-affiliated third party service providers, and consumer reporting agencies.

My Castle Key Policy Number is: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

If you have checked the box above, mail this in a stamped envelope to:

Castle Key Insurance Company / Castle Key Indemnity  
Company  
PO Box 660598  
Dallas, TX 75266-0598

If you elect to limit disclosure of the customer information we have about you, please allow approximately 30 days from our receipt of the Privacy Choice Form for your election to become effective.



THIRD PARTIES

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