



ASSURANT®

American Bankers Insurance
Company of Florida
11222 Quail Roost Drive
Miami, FL 33157-6596

12/05/17

DAVE EDMISTON
APT A
3580 CARLSBAD BLVD
CARLSBAD CA 92008

***Always have your
policy number ready
when contacting us!***

Re: Insured: DAVE EDMISTON
Policy Number: RI 8159682

Dear Valued Customer:

Enclosed is your **Renters Insurance** policy. This package will give you complete details of the coverage provided by your policy. Please review it carefully to determine if it meets your current insurance needs.

Important: Your billing notice will be sent closer to the due date.

For your convenience, this policy and any future renewal policies will automatically be applied to your current billing method. You will receive an invoice or a schedule of future payment due dates for credit card or ACH transactions under separate cover.

If you need to obtain policy status information or if you have any questions or changes to your policy, you can reach us in one of the following ways:

Manage Your Policy at: www.myassurantpolicy.com

Phone number: 1-800-432-8612 to reach our 24-hour automated Renters Information Line and to reach one of our customer service representatives who are available between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday.

MOVING? Make sure to contact us with your address change to ensure continuous coverage of your personal property.

You can rest assured that by keeping your policy active you will have the security of knowing that your valuable items will continue to be protected.

Thank you for allowing us the opportunity to serve you!

Insurance Service Center

AREA ID: ML

AMERICAN BANKERS INSURANCE COMPANY
 OF FLORIDA
 11222 Quail Roost Drive, Miami, FL 33157-6596

NEW DECLARATION * * * * * EFFECTIVE 12/06/17
12.01 AM, STANDARD TIME

POLICY NUMBER	FROM	POLICY PERIOD TO	POLICY TYPE	AGENCY	P
RI 8159682	12/06/17	12/06/18	RENTERS INSURANCE	ODL4001	00

YOU AS NAMED INSURED AND ADDRESS	AGENT/ACCOUNT
DAVE EDMISTON SHARON EDMISTON APT A 3580 CARLSBAD BLVD CARLSBAD CA 92008	AMERICAN BANKERS INSURANCE CO 11222 QUAIL ROOST DR MIAMI FL 33157

IMPORTANT: THIS POLICY DOES NOT INCLUDE COVERAGE FOR FLOOD LOSSES TO YOUR BUILDING, CONTENTS, OR POSSESSIONS.

RATING INFORMATION - TOWNHOUSE/DUPLEX/TRIPLEX, TERRITORY 1

**INSURED RESIDENCE PREMISES IS LOCATED AT:
 SAME AS MAILING ADDRESS ABOVE**

COVERAGE	AMOUNT OF COVERAGE	PREMIUM
PERSONAL PROPERTY	\$55,000 LESS DEDUCTIBLE OF \$250	\$443.00
PERSONAL LIABILITY	\$100,000 PER OCCURRENCE	INCL
MEDICAL PAYMENTS	\$1,000 PER PERSON	INCL
LOSS OF USE	\$11,000 PER OCCURRENCE	INCL

ADDITIONAL COVERAGES AND CREDITS/SURCHARGES NOT INCLUDED IN THE ABOVE PREMIUM		
WORKERS COMPENSATION		\$5.00
DRAIN/SEWER BACKUP	\$2,500 LIMIT	\$15.00

TOTAL ADDITIONAL PREMIUM	\$20.00
POLICY FEE	\$15.00
TOTAL PREMIUM	\$478.00

ADDITIONAL COVERAGES AND CREDITS/SURCHARGES INCLUDED IN THE TOTAL PREMIUM	
REPLACEMENT COST	INCL

FORMS AND ENDORSEMENTS

ECAF2520-0203 *, DF00965A-0416 *, M4783-1209 *, NIP1982-0213 *, NT0081-0915 *,
 NT0132-0916 *, RFN0004E-1115 *, N1875-0715 *, N2252-0803 *, AB4771EC-1115 *,
 AB5073EC-0605 *, AB5075EC-0605 *, AB5087EC-0805 *, AJ8485EC-0605 *,
 AJ8850PC-0307 *, AJ9551EPC-0907*, AJ9818EPC-0811*.

IMPORTANT NOTICE

The coverages provided by a Renter's Policy can vary greatly according to the forms attached to the basic policy. Please read your policy carefully to be sure it provides the coverage you want.

Renters Insurance Program

**American Bankers Insurance Company
of Florida**

A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

Renters Insurance Program

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AGREEMENT

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

DEFINITIONS

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

1. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "Business" means:
 - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in items (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an "insured".
3. "Insured" means you and residents of your household who are:
 - a. Your relatives; or
 - b. Other persons under the age of 21 and in the care of any person named above.

If the entity named on the Declarations Page is a "business" entity, "insured" means any person while residing at the "residence premises" with the permission of the named insured.

Under Section II, "insured" also means:

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3.a. or 3.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
- d. With respect to any vehicle to which this policy applies:

- (1) Persons while engaged in your employ or that of any person included in 3.a. or 3.b. above; or
- (2) Other persons using the vehicle on an "insured location" with your consent.

4. "Insured location" means:
 - a. The "residence premises";
 - b. The part of other premises, other structures and grounds used by you as a residence and:
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
 - c. Any premises used by you in connection with a premises in 4.a. and 4.b. above;
 - d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
 - e. Vacant land, other than farm land, owned by or rented to an "insured";
 - f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
 - g. Individual or family cemetery plots or burial vaults of an "insured"; or
 - h. Any part of a premise occasionally rented to an "insured" for other than "business" use.

If the named insured is a "business" entity, the "insured location" is limited to the "residence premises".

5. "Landlord" means:
The owner or property manager of the "residence premises".
6. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "Bodily injury"; or
 - b. "Property damage".
7. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
8. "Residence employee" means:
 - a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured".
9. "Residence premises" means:
 - a. The one family dwelling, other structures, and grounds; or
 - b. That part of any other building; where the "insured" resides and which is shown as the "residence premises" in the Declarations.

SECTION I - PROPERTY COVERAGES

COVERAGE C – Personal Property

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

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

Our limit of liability for personal property usually located at an “insured’s” residence, other than the “residence premises”, is 10% of the limit of liability for Coverage C, or \$1000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

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

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. \$1000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

3. \$1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$1000 on trailers not used with watercraft.
5. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
6. \$2000 for loss by theft of firearms and related equipment.
7. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
8. \$2500 on property, on the “residence premises”, used at any time or in any manner for any “business” purpose.
9. \$250 on property, away from the “residence premises”, used at any time or in any manner for any “business” purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.

10. \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- a. Accessories or antennas; or
 - b. Tapes, wires, records, discs or other media;
- for use with any electronic apparatus described in this item 10.

11. \$1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- b. Is away from the “residence premises”; and
- c. Is used at any time or in any manner for any “business” purpose.

Electronic apparatus includes:

- a. Accessories or antennas; or
 - b. Tapes, wires, records, discs or other media;
- for use with any electronic apparatus described in this item 11.

Property Not Covered. We do not cover:

1. Articles separately described and specifically insured in this or other insurance;
 2. Animals, birds or fish;
 3. Motor vehicles or all other motorized land conveyances. This includes:
 - a. Their equipment and accessories; or
 - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
 - (1) Accessories or antennas; or
 - (2) Tapes, wires, records, discs or other media;for use with any electronic apparatus described in this item 3.b.The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.
- We do cover vehicles or conveyances not subject to motor vehicle registration which are:
- a. Used to service an “insured’s” residence; or
 - b. Designed for assisting the handicapped;
4. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;

5. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
6. Property in an apartment regularly rented or held for rental to others by an "insured";
7. Property rented or held for rental to others off the "residence premises";
8. "Business" data, including such data stored in:
 - a. Books of account, drawings or other paper records; or
 - b. Electronic data processing tapes, wires, records, discs or other software media.

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market; or

9. Credit cards or fund transfer cards except as provided in Additional Coverages 6.

COVERAGE D – Loss Of Use

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

1. If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. If a loss covered under this Section makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the:

Fair Rental Value, meaning the fair rental value of that part of the "residence premises" rented to others or held for rental by you less any expenses that do not continue while the premises is not fit to live in.

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

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

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

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

ADDITIONAL COVERAGES

1. **Debris Removal.** We will pay your reasonable expense for the removal of:
 - a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

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

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

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

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

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

2. **Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

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

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

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

This coverage is additional insurance.

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

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

5. **Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.
6. **Credit Card, Fund Transfer Card, Forgery and Counterfeit Money.**

We will pay up to \$500 for:

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

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

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

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

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

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

Defense:

- a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- b. If a suit is brought against an "insured" for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.
- c. We have the option to defend at our expense an "insured" or an "insured's" bank against any

suit for the enforcement of payment under the Forgery coverage.

7. **Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy

period against you by a corporation or association of property owners, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under **COVERAGE C – PERSONAL PROPERTY**, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

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

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

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

Condition 1. Policy Period, under **SECTIONS I AND II – CONDITIONS**, does not apply to this coverage.

8. Collapse

a. With respect to this Additional Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

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

- (1) Perils Insured Against in Coverage C - Personal Property. These perils apply to covered buildings and personal property for loss insured by this additional coverage;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or

- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items (2), (3), (4), (5) and (6) unless the loss is a direct result of the collapse of a building or any part of a building.

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

9. Glass or Safety Glazing Material.

a. We cover:

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

b. This coverage does not include loss:

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

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

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

10. Building Additions and Alterations. We cover under Coverage C the building improvements or installations, made or acquired at your expense, to that part of the "residence premises" used exclusively by you. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage C.

This coverage is additional insurance.

11. Ordinance or Law.

a. You may use up to 10% of the limit of liability that applies to Building Additions and Alterations for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation, or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal, or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair, or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

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

c. We do not cover:

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

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

This coverage is additional insurance.

SECTION I – PERILS INSURED AGAINST

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

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

This peril does not include loss to the property contained in a building caused by rain, snow, sleet,

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

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

3. Explosion.

4. Riot or civil commotion.

5. Aircraft, including self-propelled missiles and spacecraft.

6. Vehicles.

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

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

8. Vandalism or malicious mischief.

This peril does not include loss to property on the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

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

This peril does not include loss caused by theft:

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

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

- a. Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
- b. Watercraft, and their furnishings, equipment and outboard engines or motors; or
- c. Trailers and campers.

This peril does not include loss caused by mysterious disappearance, meaning the vanishing of covered property that cannot be explained or that has been lost or misplaced.

10. Falling objects.

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

11. Weight of ice, snow or sleet, which causes damage to the property contained in the building.

This peril does not include loss caused by ice damming, meaning the formation of a ridge of ice on a roof which prevents melting snow or water from draining off the roof.

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

This peril does not include loss:

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

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

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

This peril does not include loss caused by or resulting from freezing except as provided in the peril of freezing below.

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

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

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

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

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

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

SECTION I – EXCLUSIONS

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

- 1. Ordinance or Law,** meaning any ordinance or law:
 - a. Requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting

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

- b. The requirements of which results in a loss in value to property; or
- c. Requiring any “insured” or others to test for, monitor, clean-up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

- 2. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- a. Fire; or
- b. Explosion;

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

This exclusion does not apply to loss by theft.

- 3. **Water Damage**, meaning:
 - a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - b. Water or water borne material which backs up through sewers or drains or which overflows from a sump; or
 - c. Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

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

- 4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the “residence premises”. But, if the failure of power or other utility service results in a loss from a Peril Insured Against on the “residence premises”, we will pay only for the loss or damage caused by that Peril Insured Against.
- 5. **Neglect**, meaning neglect of the “insured” to use all reasonable means to save and preserve property at and after the time of a loss.
- 6. **War**, including the following and any consequence of any of the following:
 - a. Undeclared war, civil war, insurrection, rebellion or revolution;
 - b. Warlike act by a military force or military personnel; or
 - c. Destruction, seizure or use for a military purpose.

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

- 7. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of **SECTION I – CONDITIONS**.
- 8. **Intentional Loss**, meaning any loss arising out of any act committed:
 - a. By or at the direction of an “insured”; and
 - b. With the intent to cause a loss.

SECTION I – CONDITIONS

- 1. **Insurable Interest and Limit of Liability**. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. To the “insured” for more than the amount of the “insured’s” interest at the time of loss; or
 - b. For more than the applicable limit of liability.
- 2. **Your Duties After Loss**. In case of a loss to covered property, you must see that the following are done:
 - a. Give prompt notice to us or our agent;
 - b. Notify the police in case of loss by theft;
 - c. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;
 - d. Protect the property from further damage. If repairs to the property are required, you must:
 - (1) Make reasonable and necessary repairs to protect the property; and
 - (2) Keep an accurate record of repair expenses;
 - e. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
 - f. As often as we reasonably require:
 - (1) Show the damaged property;
 - (2) Provide us with records and documents we request and permit us to make copies; and
 - (3) Submit to examination under oath, while not in the presence of any other “insured”, and sign the same;
 - g. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) The time and cause of loss;
 - (2) The interest of the “insured” and all others in the property involved and all liens on the property;
 - (3) Other insurance which may cover the loss;

- (4) Changes in title or occupancy of the property during the term of the policy;
 - (5) Specifications of damaged buildings and detailed repair estimates;
 - (6) The inventory of damaged personal property described in 2.e. above;
 - (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - (8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.
3. **Loss Settlement.** Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace.
4. **Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
- a. Repair or replace any part to restore the pair or set to its value before the loss; or
 - b. Pay the difference between actual cash value of the property before and after the loss.
5. **Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
6. **Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
- Each party will:
- a. Pay its own appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
7. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.
8. **Action Against Us.** No action shall apply against us unless:
- a. There has been full compliance with all the terms of this policy; and
 - b. The action is brought within one year from the date when you discover the loss.
9. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.
10. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
- a. Reach an agreement with you;
 - b. There is an entry of a final judgment; or
 - c. There is a filing of an appraisal award with us.
11. **Abandonment of Property.** We need not accept any property abandoned by an "insured".
12. **No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.
13. **Nuclear Hazard Clause.**
- a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 - b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in Section I.
 - c. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
14. **Recovered Property.** If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.
15. **Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.
16. **Loss Payee.** If a loss payee is listed in the Declarations, any loss or damage to personal effects insured by the policy will be payable as interests may appear to the loss payee shown.

SECTION II – LIABILITY COVERAGES

COVERAGE E – Personal Liability

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

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

COVERAGE F – Medical Payments To Others

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

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

SECTION II – EXCLUSIONS

1. **Coverage E – Personal Liability and Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":
 - a. Which is expected or intended by an "insured"; even if the resulting "bodily injury" or "property damage" is of a different kind, degree or quality than initially expected or intended; or is sustained by a different person, entity, real or personal property;
 - b. Arising out of or in connection with a "business" engaged in by an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";
 - c. Arising out of the rental or holding for rental of any part of any premises by an "insured". This exclusion does not apply to the rental or holding for rental of an "insured location":
 - (1) On an occasional basis if used only as a residence;
 - (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (3) In part, as an office, school, studio or private garage;

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

This exclusion does not apply to:

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

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

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

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

This coverage applies for the policy period.

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

h. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an aircraft;
- (2) The entrustment by an "insured" of an aircraft to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

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

- i. Caused directly or indirectly by war, including the following and any consequence of any of the following:
 - (1) Undeclared war, civil war, insurrection, rebellion or revolution;
 - (2) Warlike act by a military force or military personnel; or
 - (3) Destruction, seizure or use for a military purpose.Discharge of a nuclear weapon will be deemed a warlike act even if accidental;
- j. Which arises out of the transmission of a communicable disease by an "insured";
- k. Arising out of sexual molestation, corporal punishment or physical or mental abuse; or
- l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
- m. Arising out of **pollution**, meaning loss caused by:
 - (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at or from the "insured location"; or
 - (2) Any governmental direction or request that any of you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Exclusions **e.**, **f.**, **g.**, and **h.** do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

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

a. Liability:

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

(b) Where the liability of others is assumed by the "insured" prior to an "occurrence";

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

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

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

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

(1) Voluntarily provided; or

(2) Required to be provided;

by the "insured" under any:

(1) Workers' compensation law;

(2) Non-occupational disability law; or

(3) Occupational disease law;

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

(1) Is also an insured under a nuclear energy liability policy; or

(2) Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

(1) American Nuclear Insurers;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada; or any of their successors; or

f. "Bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

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

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

(1) Occurs off the "insured location"; and

(2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";

b. To any person eligible to receive benefits:

(1) Voluntarily provided; or

(2) Required to be provided;

under any:

(1) Workers' compensation law;

(2) Non-occupational disability law; or

(3) Occupational disease law;

c. From any:

(1) Nuclear reaction;

(2) Nuclear radiation; or

(3) Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

(4) Any consequence of any of these; or

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

SECTION II – ADDITIONAL COVERAGES

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

1. **Claim Expenses.** We pay:

a. Expenses we incur and costs taxed against an "insured" in any suit we defend;

b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage E. We need not apply for or furnish any bond;

c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit; and

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

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

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

We will not pay for "property damage":

a. To the extent of any amount recoverable under Section I of this policy;

b. Caused intentionally by an "insured" who is 13 years of age or older;

c. To property owned by an "insured";

d. To property owned by or rented to an "insured", a tenant of an "insured" or a resident in your household; or

e. Arising out of:

(1) A "business" engaged in by an "insured";

(2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or

- (3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

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

4. **Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:
- "Bodily injury" or "property damage" not excluded under Section II of this policy; or
 - Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
 - The director, officer or trustee is elected by the members of a corporation or association of property owners; and
 - The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

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

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

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of:

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

The following do not apply to this coverage:

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

SECTION II – CONDITIONS

- Limit of Liability.** Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage E as shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same

general harmful conditions shall be considered to be the result of one "occurrence".

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

- Severability of Insurance.** This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".
- Duties After Loss.** In case of an accident or "occurrence", the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
 - Give written notice to us or our agent as soon as is practical, which sets forth:
 - The identity of the policy and "insured";
 - Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
 - Names and addresses of any claimants and witnesses;
 - Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";
 - At our request, help us:
 - To make settlement;
 - To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - With the conduct of suits and attend hearings and trials; and
 - To secure and give evidence and obtain the attendance of witnesses;
 - Under the coverage – Damage to Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
 - The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".
- Duties of an Injured Person – Coverage F – Medical Payments to Others.**

The injured person or someone acting for the injured person will:

- Give us written proof of claim, under oath if required, as soon as is practical; and
- Authorize us to obtain copies of medical reports and records.

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

5. **Payment of Claim – Coverage F – Medical Payments to Others.** Payment under this coverage is not an admission of liability by an “insured” or us.
6. **Action Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.
No one will have the right to join us as a party to any action against an “insured”. Also, no action with respect to Coverage E can be brought against us until the obligation of the “insured” has been determined by final judgment or agreement signed by us.
7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an “insured” will not relieve us of our obligations under this policy.
8. **Other Insurance – Coverage E – Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTIONS I AND II – CONDITIONS

1. **Policy Period.** This policy applies only to loss in Section I or “bodily injury” or “property damage” in Section II, which occurs during the policy period.
2. **Concealment or Fraud.**
 - a. Under **SECTION I – PROPERTY COVERAGES**, with respect to all “insureds” covered under this policy, we provide no coverage for loss under **SECTION I – PROPERTY COVERAGES** if, whether before or after a loss, an “insured” has:
 - (1) Intentionally concealed or misrepresented any material fact or circumstance;
 - (2) Engaged in fraudulent conduct; or
 - (3) Made false statements;
 relating to this insurance.
 - b. Under **SECTION II- LIABILITY COVERAGES**, we do not provide coverage to an “insured” who, whether before or after a loss, has:
 - (1) Intentionally concealed or misrepresented any material fact or circumstance;
 - (2) Engaged in fraudulent conduct; or
 - (3) Made false statements;
 relating to this insurance.
3. **Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.
This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

4. Waiver or Change of Policy Provisions.

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

5. Cancellation.

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (b) If the risk has changed substantially since the policy was issued.
 This can be done by letting you know at least 30 days before the date cancellation takes effect.
- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata, less any applicable policy fee. The policy fee is fully earned and is not refundable, except in the case where the policy is flat cancelled.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
- e. When we provide evidence of coverage under this policy to meet the requirements of a lease or rental agreement to the “landlord”, we may also provide notice of cancellation or

nonrenewal to the "landlord". Failure to mail such notice shall not impose any obligation or liability of any kind upon us.

- 6. **Nonrenewal.** We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
- 7. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.
- 8. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

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

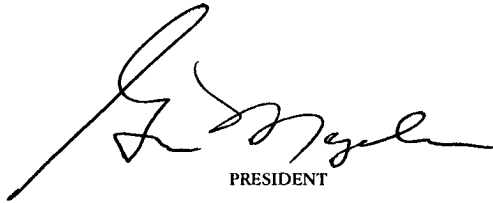
Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

- 9. **Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:
 - a. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;
 - b. "Insured" includes:
 - (1) Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and
 - (2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.



SECRETARY



PRESIDENT

**IMPORTANT NOTICE
TO REPORT A CLAIM CALL
1-800-358-0600**

**Always Have Your Policy Number Available
When Reporting A Claim**

**ARSON PREVENTION PROGRAM
American Bankers Insurance Company of Florida will pay
\$1,000.00
for information leading to the conviction of any person for
arson to a dwelling or vehicle insured by the Company.**

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO OBTAIN REDRESS THROUGH COURTS.

As used in this Arbitration Provision, "You" and "Your" mean the policyholder or policyholders, insureds, or additional insureds, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" mean American Bankers Insurance Company of Florida.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise), including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Policy or Certificate or any prior Policy or Certificate issued by Us to You, (2) Any credit, loan or purchase transaction in connection with which this Policy or Certificate or any prior Policy or Certificate was issued by Us to You, or (3) the validity, scope, interpretation, or enforceability of this Provision or of the entire Policy or Certificate ("Claim"), shall be resolved by binding arbitration before a single arbitrator. Unless You and We mutually agree on an alternative, the arbitration will take place in the county and state where You live. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator after You have been unsuccessful in obtaining a waiver of fees and costs from the AAA. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision, except that in no event shall this Arbitration Provision be amended or construed to permit arbitration on behalf of a group or class.** For the purpose of this Arbitration Provision, American Bankers Insurance Company of Florida shall be deemed to include all of its affiliates, successors and assigns, including but not limited to American Bankers Insurance Company of Florida, their respective principals, partners, officers and directors and all of the dealers, licensees, agents, and employees of any of the foregoing entities. This Arbitration Provision shall inure to the benefit of and be binding on You and each of the aforementioned persons and entities. This Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Policy or Certificate.

No Class Actions/No Joinder of Parties: You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You also agree that You will not join with others to bring Claims in the same arbitration proceeding unless all such persons are named on Your Policy or Certificate.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RENTERS INSURANCE PROGRAM
LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA
COVERAGE**

SCHEDULE*

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule.

1. Section I - Property Coverage Limit of Liability for the Additional Coverage "Fungi", Wet Or Dry Rot, Or Bacteria	\$5,000
2. Section II - Coverage E Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria	\$10,000

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

DEFINITIONS

The following definition is added:

10. "Fungi"

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

property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and

- (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.

SECTION I - PROPERTY COVERAGES

Additional Coverages

The following Additional Coverage is added:

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

- a. The amount shown in the Schedule above is the most we will pay for:
 - (1) The total of all loss payable under Section I - Property Coverages caused by "fungi", wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I - Property Coverages;
 - (3) The cost to tear out and replace any part of the building or other covered

- b. The coverage described in 12.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:
 - (1) Number of locations insured under this endorsement; or
 - (2) Number of claims made.
- d. If there is covered loss or damage to covered property, not caused, in whole or in

part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

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

SECTION I - PERILS INSURED AGAINST

12. Accidental Discharge Or Overflow Of Water Or Steam is amended to include the following:

- d. To a building caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

SECTION I - EXCLUSIONS

The following exclusion is added.

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

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

This Exclusion does not apply:

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

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

SECTION II – CONDITIONS

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

1. Limit Of Liability

Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the Coverage **E** limit of liability shown in the

Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

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

However, our total liability under Coverage **E** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the Section II Coverage **E** Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

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

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

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

2. Severability Of Insurance

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

SECTIONS I AND II CONDITIONS

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

1. **Policy Period.** This policy applies to loss or costs which occur during the policy period.

All other provisions of the policy apply.

**NOTICE OF INSURANCE INFORMATION PRACTICES
CONSUMER RIGHTS**

Is personal information collected from persons other than individuals proposed for coverage?

- We get most of our information directly from you.
- In most cases, the application you complete gives us all the information we need to evaluate you or your property for insurance.
- In some insurance transactions, we may not be able to get all of the information we need directly from you. In that case, we may obtain information from outside sources at our own expense.

Types of information we may collect and how we gather it:

- From you (or provided to us on your behalf) on applications and other forms you submit to us; for example: your name, address, social security number, telephone number, employer, and income.
- For your transactions with our companies or other nonaffiliated parties; for example: your name, address, telephone number, age, credit card use, insurance coverage, transaction history, claims history, and premiums.
- From consumer reporting agencies, public records and data collection agencies; for example: your obligations with others and your creditworthiness.
- From health care providers, such as doctors and hospitals; for example: your past or present health condition. Health data will be collected only if we need to find out if you are eligible for coverage, to process claims, or prevent fraud, as authorized by you or as the law may permit or require. NOTE: We collect health data only to manage a health-related product or service; for example: life or disability insurance for which you applied.
- From you when you enroll, request a service, or file a claim on one of our websites; for example: your name, address, contract number, credit card issuer and account number, personal identification number, email address, service contract and claim information.
- In some cases, from your visits to our Internet websites; for example: session number and user ID. By reviewing the legal notice, terms of use, site agreement or similar named link appearing on any of our websites that you visit, you may learn of any "cookies" utilized by us and of any additional information that may be collected from you on that site.

Access to recorded personal information

Upon your written request and submission of proper identification:

- Within 30 business days of the receipt of your request to access to your recorded personal information, Assurant will inform you of the nature and substance of the recorded personal information.
- You have the right to see and copy personal information in person or obtain a copy by mail. The information must be reasonably described by you and reasonably locatable and retrievable by us. Any information we provide you will be in plain language.
- If recorded, we will disclose the identity of those persons or institutional sources who gave us information within two (2) years prior to your request. If not recorded, we will disclose the names of those to whom such information is normally disclosed.
- You may request correction, amendment, or deletion of recorded personal information by submitting written request to Assurant, 11222 Quail Roost Drive, Miami, FL 33157.
- Assurant shall provide medical record information supplied by a medical care institution or medical professional, along with the identity of the medical professional or medical institution which provided the information, either directly to you or to a medical professional designated by you, which is licensed to provide medical care with respect to the condition to which the information relates. Assurant will notify you if it elects to disclose the information to a medical professional designated by you. For CA and MA residents mental health record information shall be supplied directly to the individual only with the approval of the qualified professional person with treatment responsibility for the condition to which the information relates.
- We may charge a reasonable fee to cover the costs incurred in providing you a copy of recorded information;

Request to correct, amend, or delete recorded personal information

Within 30 business days from the date of receipt of your written request to correct, amend, or delete any recorded personal information, we must:

1. Correct, amend or delete the portion of the recorded personal information in dispute; or
2. Notify you of our refusal to make the correction, amendment or deletion, and the reason(s) for the refusal, and your right to file a statement if you disagree.

If we refuse to make a correction, amendment or deletion:

1. You have the right to file a concise statement with us. Your statement: (a) must set forth what you believe to be the correct, relevant, or fair information, and (b) explain why you disagree with our refusal.
2. We will file your statement with any disputed personal information and make it accessible so that anyone reviewing the information will be cognizant of your statement.
3. Furthermore, your statement will be with any subsequent disclosure.

If the information is corrected, the correction will be in writing and provided to you, any person who may have received the incorrect information within the preceding two years, any insurance-support organization that received the information within the preceding seven years, and any insurance support organization that furnished the personal information that has been corrected, amended or deleted.

Disclosure of personal or privileged information

We will not disclose any personal or privileged information about you in connection with this insurance transaction without your written authorization unless we provide you with a form or statement that:

1. is written in plain language;
2. is dated;
3. specifies the types of persons authorized to disclose information about you;
4. specifies the nature of the information authorized to be disclosed;
5. names the insurance company or agent to whom you are authorizing the information to be disclosed;
6. specifies the purpose(s) for which the information is collected;
7. specifies the length of time your authorization remains valid [not to exceed thirty (30) months (24 months in MT; 24 months in VA if the application or request involves property and casualty insurance) from the date of authorization]; and
8. states that you or any person authorized to act on your behalf is entitled to receive a copy of any authorization form or statement.

We will not disclose any personal or privileged information in connection with this insurance transaction, unless the disclosure is reasonably necessary and meets one of the following descriptions:

1. To enable an insurance company to perform a business, professional or insurance related function and such insurance company agrees not to disclose the information further without your written authorization unless the further disclosure (a) would be otherwise permitted by the Insurance Information and Privacy Protection Act; or (b) would be necessary for the insurance company to perform its function.
2. To enable the insurance company to (a) determine your eligibility for an insurance benefit or payment; or (b) detect or prevent criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with an insurance transaction.
3. To an insurance institution, agent, insurance-support organization, or self-insurer, provided the information disclosed is reasonably necessary and limited to (a) detect or prevent criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with insurance transactions; or (b) for either the disclosing or receiving insurance institution, agent or insurance-support organization to perform its function in connection with an insurance transaction involving you.
4. To enable a medical-care institution or medical professional for the purpose of (a) verifying insurance coverage or benefits; (b) informing an individual of a medical problem of which the individual may not be aware; or (c) conducting an operations or services audit provided that the information is disclosed as is reasonably necessary.
5. To an insurance regulatory authority.
6. To a law enforcement or other governmental authority (a) to protect the interests of the insurance institution, agent or insurance-support organization in preventing or prosecuting the perpetration of fraud; or (b) if the insurance institution, agent or insurance-support organization reasonably believes that illegal activities have been conducted by the individual.
7. To an actuarial or research study, provided that (a) no individual may be identified in any actuarial or research report; (b) materials allowing the individual to be identified are returned or destroyed as soon as they are no longer needed; and (c) the actuarial or research organization agrees not to disclose the information unless the disclosure would be permitted by the Insurance Information and Privacy Protection Act if made by an insurance institution, agent, or insurance-support organization.
8. To a person whose only use of such information will be in connection with the marketing of a product or service, provided that (a) no medical-record information, privileged information, or personal information relating to an individual's character, personal habits, mode of living, or general reputation is disclosed, and no classification derived from such information is disclosed; (b) you have been given an opportunity to indicate that you do not want personal information disclosed for marketing purposes and have given no indication that you do not want the information disclosed; and (c) the person receiving such information agrees not to use it except in connection with the marketing of a product or service.
9. To an affiliate whose only use of the information will be in connection with an audit of the insurance institution or agent or the marketing of an insurance product or service, provided the affiliate agrees not to disclose the information for any other purpose or to unaffiliated persons.
10. To a group policyholder for the purpose of reporting claims experience or conducting an audit of the insurance institution's or agent's operations or services, provided the information disclosed is reasonably necessary for the group policyholder to conduct the review or audit.
11. To a professional peer review organization for the purpose of reviewing the service or conduct of a medical-care institution or medical professional.
12. To a certificate holder or policyholder for the purpose of providing information regarding the status of an insurance transaction.
13. To a lien holder, mortgagee, assignee, lessor, or other person shown on the records of an insurance institution or agent as having legal or beneficial interest in a policy of insurance. Medical-record information will not be disclosed unless the disclosure would otherwise be permitted by the Information and Privacy Protection Act. The information disclosed will also be limited to only reasonably necessary information to permit you to protect your interest in the policy. (Not applicable to Kansas, Montana, and Oregon residents).
14. To authorized personnel of the Division of Motor Vehicle; and to the Department of Environment, Health, and Natural Resources and the information disclosed is immunization information described in G.S. 130A-154. (Applicable to North Carolina residents only).

AMERICAN BANKERS INSURANCE COMPANY

OF FLORIDA

11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

**RENTERS INSURANCE PROGRAM
WATER BACKUP OF SEWERS OR DRAINS ENDORSEMENT**

THIS ENDORSEMENT AMENDS THE POLICY. PLEASE READ IT CAREFULLY.

SECTION I - PROPERTY COVERAGES

For an additional premium, we insure for direct loss caused by water which backs up through sewers or drains or which overflows from a sump.

The most we will pay for any loss covered under this endorsement is \$2,500 for each "occurrence".

SPECIAL DEDUCTIBLE

A \$250 deductible shall apply to any loss caused by water which backs up through sewers or drains or which overflows from a sump. We will pay only that part of the loss that exceeds this deductible. No other deductible applies to this coverage.

This deductible does not apply with respect to **Coverage D – Loss of Use**.

SECTION I – EXCLUSIONS

Item **b. of 3. Water Damage** is deleted in its entirety.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

COMMUNITY SERVICE STATEMENT
American Bankers Insurance Company of Florida
11222 Quail Roost Drive
Miami, FL 33157-6596

_____ Policyholder Number (for New Business Only)

This information is requested by the State of California in order to monitor the insurer's compliance with the law. All new policyholders are requested to voluntarily provide the following information.

No such information shall be used for purposes of underwriting or rating any policyholder.

Policyholder's Name and Address (to be provided in order to refer back to the policy)

Note: use additional forms if needed.

Policy Type

Fire Personal	_____	Fire Commercial	_____
Homeowners	_____	Commercial Multi-Peril	_____
Private Passenger Auto-Liability	_____		

- If policyholder does not wish to provide the Department of Insurance with this information, please check here. ____

Check the Race or National Origin as it applies to the policyholder(s). For the purpose of completing this form, the policyholder is defined as an individual, spouse, domestic partner, or business partner(s) named on the policy.

	POLICYHOLDER			CO-POLICYHOLDER		
	Male	Female	Business	Male	Female	Business
African-American	_____	_____	_____	_____	_____	_____
American Indian or Alaskan Native	_____	_____	_____	_____	_____	_____
Asian/Pacific Islander	_____	_____	_____	_____	_____	_____
Latino	_____	_____	_____	_____	_____	_____
White	_____	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____	_____

MANDATORY ENDORSEMENT CALIFORNIA

THIS ENDORSEMENT CHANGES YOUR POLICY AND/OR CERTIFICATE. PLEASE READ IT CAREFULLY.

It is understood and agreed that the following provisions are added:

Requirements in case loss occurs

The insured shall give written notice to this company of any loss without unnecessary delay, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless the time is extended in writing by this company, the insured shall render to this company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required and obtainable, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required and subject to the provisions of Section 2071.1, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this company or its representative, and shall permit extracts and

copies thereof to be made. The insurer shall inform the insured that tax returns are privileged against disclosure under applicable state law but may be necessary to process or determine the claim.

The insurer shall notify every claimant that they may obtain, upon request, copies of claim related documents. For purposes of this section, "claim-related documents" means all documents that relate to the evaluation of damages, including, but not limited to, repair and replacement estimates and bids, appraisals, scopes of loss, drawings, plans, reports, third party findings on the amount of loss, covered damages, and cost of repairs, and all other valuation, measurement, and loss adjustment calculations of the amount of loss, covered damage, and cost of repairs. However, attorney work product and attorney-client privileged documents, and documents that indicate fraud by the insured or that contain medically privileged information, are excluded from the documents an insurer is required to provide pursuant to this section to a claimant. Within 15 calendar days after receiving a request from an insured for claim-related documents, the insurer shall provide the insured with copies of all claim related documents, except those excluded by this section. Nothing in this section shall be construed to affect existing litigation discovery rights.

Appraisal

In case the insured and this company shall fail to agree as to the actual cash value or the amount of loss, then, on the written request of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of the request. Where the request is accepted, the appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon the umpire, then, on request of the insured or this company, the umpire shall be selected by a judge of a court of record in the state in which the property covered is located. Appraisal proceedings are informal unless the insured and this company mutually agree otherwise. For purposes of this section, "informal"

means that no formal discovery shall be conducted, including depositions, interrogatories, requests for admission, or other forms of formal civil discovery, no formal rules of evidence shall be applied, and no court reporter shall be used for the proceedings.

The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him or her and the expenses of appraisal and umpire shall be paid by the parties equally. In the event of a government-declared disaster, as defined in the Government Code, appraisal may be

requested by either the insured or this company but shall not be compelled.

Adjusters

If, within a six-month period, the company assigns a third or subsequent adjuster to be primarily responsible for a claim, the insurer, in a timely manner, shall provide the insured with a written status report. For purposes of this section, a written status report shall include a summary of any decisions or actions that are substantially related to the disposition of a claim, including, but not limited to, the amount of losses to structures or contents, the retention or consultation of design or construction professionals, the amount of coverage for losses to structures or contents and all items of dispute.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY AND/OR CERTIFICATE REMAIN UNCHANGED.

AMERICAN BANKERS INSURANCE COMPANY

OF FLORIDA

11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

RENTERS INSURANCE PROGRAM

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

THIS ENDORSEMENT AMENDS THE POLICY. PLEASE READ IT CAREFULLY.

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

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

1. Does not provide **Section II – Liability Coverages** because a “business” of an “insured” is excluded under exclusion **1.b. of Section II – Exclusions**;
2. Does not provide **Section I – Coverage B** coverage where other structures are used in whole or in part for “business”;
3. Limits coverage for property used on the “residence premises” for the home day care enterprise to \$2,500, because **Coverage C – Special Limits of Liability – item 8.** imposes that limit on “business” property on the “residence premises”;
4. Limits coverage for property used away from the “residence premises” for the home day care enterprise to \$250, because **Coverage C – Special Limits of Liability – item 9.** imposes that limit on “business” property away from the “residence premises.” Special Limit of Liability - item 9. does not apply to adaptable electronic apparatus as described in Special Limit of Liability items **10.** and **11.**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.

American Bankers Insurance Company of Florida

A Stock Insurance Company

11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

RENTERS INSURANCE PROGRAM MANDATORY AMENDATORY ENDORSEMENT CALIFORNIA

THIS ENDORSEMENT AMENDS THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE

Throughout this policy, the term spouse includes an individual registered under California law as a domestic partner with the "named insured" shown in the Declarations.

DEFINITIONS

Under item 3. "Insured", the following is added to the definition of "insured":

- e. With respect to "property damage" under SECTION II, any person residing at the "insured location" but only if that person is listed on the lease that applies to the "insured location".

The following definitions are added:

- 10. "Fungi" means:
 - a. Any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by "fungi".
 - b. Under Section II, this does not include any "fungi" that are, are on, or are contained in, a good or product intended for consumption.
- 11. "Interested Party" means the person or organization listed on the Declarations Page that has an interest in ensuring coverage exists on the "residence premises".
- 12. "Personal Injury" means injury, other than "bodily injury", arising out of one or more of the following acts:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful eviction of a person from premises that the person occupies;
 - d. Oral or written publication of material that slanders or libels a person or organization;
 - e. Oral or written publication of material that violates a person's right of privacy.

SECTION I - PROPERTY COVERAGES

Under **COVERAGE C - Personal Property**, the first and second paragraphs are deleted and replaced by the following:

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

- 1. Others while the property is on the part of the "residence premises" occupied by an "insured";
- 2. A guest while the property is in any residence occupied by an "insured";
- 3. A "Residence employee" while the property:
 - a. Is in any residence occupied by an "insured", or
 - b. Is in the physical custody of that employee and that employee is engaged in the service of an "insured."

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 20% of the limit of liability for Personal Property or \$5,000, whichever is greater. However, this limitation does not apply to personal property usually located in an "insured's" residence, other than the "residence premises".

The **Special Limits of Liability** section is deleted and replaced by the following:

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

- 1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- 2. \$1500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

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

3. \$1500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$1500 on trailers or semitrailers not used with watercraft.
5. \$1500 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
6. \$2500 for loss by theft of firearms and related equipment.
7. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
8. \$2500 on property, on the "residence premises", used at any time or in any manner for any "business" purpose.
9. \$500 on property, away from the "residence premises", used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.
10. \$1500 for loss to electronic apparatus and accessories, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this item 10.

11. \$1500 for loss to electronic apparatus and accessories, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
 - a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
 - b. Is away from the "residence premises"; and
 - c. Is used at any time or in any manner for any "business" purpose.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this item 11.

COVERAGE D - Loss of Use

Item 3. is deleted and replaced by the following:

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

However, in the event of a covered loss relating to a state of emergency (as defined in *Government Code section 8558), we cover the Additional Living Expense loss as provided under 1. and 2. above for a period of 24 months.

SECTION I – PERILS INSURED AGAINST

Item 6. is amended as follows:

6. **Vehicles.** Damage or loss to property as a result of a vehicle accident.

Item 11. is replaced with the following:

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

Item 15. is deleted and replaced by the following:

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

SECTION I - EXCLUSIONS

Item 2. **Earth Movement** is replaced by the following:

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

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

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

Item 3. **Water Damage** is deleted and replaced by the following:

3. **Water Damage**, meaning:
 - a. Flood, including but not limited to flash flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
 - b. Water or water borne material which backs up through sewers or drains or which overflows from a sump, sump pump or related equipment; or

- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure.

This exclusion applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system whether natural, man-made or otherwise made.

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

Under item **8. Intentional Loss**, the following paragraph is added:

This exclusion does not apply, with respect to loss to covered property caused by fire, to an "insured" who does not commit or conspire to commit, any act that results in loss by fire. We cover such "insured" only to the extent of that "insured's" legal interest, but not exceeding the applicable limit of liability.

We may apply reasonable standards of proof to claims for such loss.

SECTION I - CONDITIONS

Under item **2.b. Your Duties After Loss**, item **b.** is amended as follows:

- b.** Notify the police in case of loss by theft or vandalism or malicious mischief.

Item **6. Appraisal** is deleted and replaced by the following:

- 6. Appraisal.** If you and we fail to agree on the amount of loss, then either party may make a written request for an appraisal. However, both parties must agree to the appraisal. In this event, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. Where the request is accepted, the two appraisers will select a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will appraise the loss, stating separately the loss to each item. If they fail to agree, they will submit their differences to the umpire. An award in writing, agreed to by any two, will set the amount of loss.

Each party will:

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

Item **10. Loss Payment** is deleted and replaced by the following:

- 10. Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your proof of loss and:

- a.** Reach an agreement with you;
- b.** There is an entry of a final judgment; or
- c.** There is a filing of an appraisal award with us.

SECTION II - EXCLUSIONS

Under **2. Coverage E - Personal Liability**, the following exclusion is added:

- g.** Personal injury of any sort, including but not limited to "bodily injury", psychological or emotional injury, or defamatory injury to reputation.

SECTION II - ADDITIONAL COVERAGES

Under **3. Damage to Property of Others**, paragraph **b.** is deleted and replaced by the following:

- b.** Caused intentionally by an "insured" who is 13 years of age or older, except with respect to loss to property caused by fire, this exclusion does not apply to any "insured" who does not commit or conspire to commit, any act that results in loss by fire. We may apply reasonable standards of proof to claims for such loss;

SECTION II - CONDITIONS

Condition **2. Severability of Insurance** is deleted and replaced by the following:

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

SECTIONS I AND II - CONDITIONS

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

- 2. Concealment or Fraud.**
 - a.** Under **SECTION I - PROPERTY COVERAGES**, with respect to loss caused by fire, we do not provide coverage, to the "insured" who, whether before or after a loss, has:
 - (1) Intentionally concealed or misrepresented any material fact or circumstance; or
 - (2) Engaged in fraudulent conduct; or
 - (3) Made false statements;relating to this insurance.

Under **SECTION I - PROPERTY COVERAGES**, with respect to loss caused by a peril other than fire, we provide no coverage under this policy if, whether before or after a loss, an “insured” has:

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

relating to this insurance.

b. Under **SECTION II - LIABILITY COVERAGES**, we do not provide coverage to an “insured” who, whether before or after a loss, has:

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

relating to this insurance.

Under item **5. Cancellation**. Paragraphs **b. (2)**, **b. (3)**, **b. (4)**, **c**, **d**, and **e** are deleted and replaced by the following:

- b. (2)** When this policy has been effect for less than 60 days and is not a renewal with us, we may cancel for any reason, except as provided below, by letting you know at least 20 days before the date cancellation takes effect.

We may not cancel this policy solely because you:

- (a) have accepted an offer of earthquake coverage; or
- (b) have a license to operate a home day care at the “residence premises.”
- (c) cancelled or did not renew an earthquake policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.
However, we may cancel this policy if you have accepted a new or renewal policy issued by the CEA that included an earthquake policy premium surcharge, but you failed to pay the earthquake policy premium surcharge authorized by the CEA.

- b. (3)** When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if there has been:

- (a) Conviction of a crime having as one of its necessary elements an act increasing the hazard insured against; or
- (b) Discovery of fraud or material misrepresentation by:
 - (i) any “insured” or his or her representative in obtaining this insurance; or
 - (ii) you or your representative in pursuing a claim under this policy; or
- (c) Discovery of grossly negligent acts or omissions substantially increasing any of the hazards insured against; or
- (d) Physical changes in the property insured against which result in the property becoming uninsurable.
- (e) Acceptance of a new or renewal policy issued by the CEA that included an earthquake policy premium surcharge, but you failed to pay the earthquake policy premium surcharge authorized by the CEA.

This can be done by notifying you at least 30 days before the date cancellation takes effect.

- b. (4)** When this policy is written for a period longer than one year, we may cancel for any reason at anniversary by notifying you at least 45 days before the date cancellation takes effect.
- c.** When the policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- d.** If, when we cancel this policy, the return premium is not refunded with the notice of cancellation, we will refund it within 25 days after we send the cancellation notice to you. If, when you cancel this policy, the return premium is not refunded when this policy is returned to us, we will refund it within 25 days of the date when we receive your notice of cancellation.
- e.** When we provide evidence of coverage under this policy to meet requirements of a lease or rental agreement to the “landlord” or “interested party”, we may also provide notice of cancellation or nonrenewal to the “landlord” or “interested party”. Failure to mail such notice shall not impose any obligation or liability of any kind upon us.

- f. If you have designated an additional person or company to receive notice of lapse, termination, expiration, nonrenewal, or cancellation of your policy for nonpayment of premium, we will mail or deliver to the designated person or company advance written notice at least 10 days before the effective date of such lapse, termination, expiration, nonrenewal, or cancellation of your policy for nonpayment of premium. The designated person or company does not have any rights to benefits under this policy, other than the right to receive such notice.

least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

- b. We will not refuse to renew this policy solely because you:
 - (1) have accepted an offer of earthquake coverage; or
 - (2) have a license to operate a home day care at the "residence premises"; or
 - (3) have a claim that is pending under the policy unless such claim is made under coverage for loss caused by an earthquake; or
 - (4) cancelled or did not renew an earthquake policy, issued by the CEA, that included an earthquake policy premium surcharge.

- c. If this policy is written for a period of less than one year, we agree not to refuse to renew except at the end of an annual period commencing with the original or renewal effective date.

Item 6. **Nonrenewal** is deleted and replaced by the following:

6. Nonrenewal.

- a. We may elect not to renew this policy, subject to the provisions of **b.** below. We may do so by delivering to you at your mailing address shown in the Declarations, written notice at

***Government Code 8558 - CA**

"State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, complications resulting from the Year 2000 Problem, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

"Local emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, complications resulting from the Year 2000 Problem, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.

American Bankers Insurance Company of Florida

A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

RENTERS INSURANCE PROGRAM LIMITED BED BUG REMEDIATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Bed bugs" means insects, categorized as cimex lectularius, that feed on the blood of human beings.
2. "Verified bed bug infestation" means an infestation that has been confirmed by a licensed pest control professional to specifically involve the species of insects known as "bed bugs".

SECTION I – PROPERTY COVERAGES

Coverage D – Loss of Use

The following has been added:

If the "residence premises" is uninhabitable due to a "verified bed bug infestation", we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. The limit of liability is \$500 per policy period.

Payment will be for the shortest time required to seal off and treat the "residence premises", or if you permanently relocate, the shortest time required for your household to settle elsewhere.

SECTION I – PERILS INSURED AGAINST

The following is added:

Verified Bed Bug Infestation - This coverage is limited to the "residence premises". The limit of liability is \$500 per policy period.

SECTION II - ADDITIONAL COVERAGES

The following is added:

Verified Bed Bug Infestation

a. Bed Bug Remediation Expense

This endorsement provides coverage for "verified bed bug infestation" in the "residence premises". The limit of liability is \$1,000 per policy period.

We will pay up to the limit of liability for expenses incurred by an "insured" or "landlord" to hire a licensed professional exterminator, as the direct

result of a "verified bed bug infestation" first discovered or learned of during the policy period.

We will pay up to the limit of liability for a licensed professional exterminator to:

- (1) Treat the infested "residence premises"; and
- (2) Seal off and treat immediately adjacent properties to prevent further infestation during treatment; and
- (3) Properly dispose of infested property, as necessary.

SECTION I - EXCLUSIONS

The following is added:

1. Personal property belonging to anyone other than an "insured".
2. "Property damage" that occurs off the "residence premises".
3. Routine or ongoing extermination of the "residence premises".
4. The cost of inspections to detect or verify the presence of "bed bugs" at the "residence premises", other than inspection after treatment for a "verified bed bug infestation" to confirm elimination of "bed bugs" from the "residence premises".

SECTION II – EXCLUSIONS

The following is added:

Coverage E – Personal Liability and **Coverage F – Medical Payments to Others** do not apply to "bodily injury" arising out of or contributed to by a "bed bug" or "verified bed bug infestation".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.

AMERICAN BANKERS INSURANCE COMPANY

OF FLORIDA

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

RENTERS INSURANCE PROGRAM PERSONAL PROPERTY REPLACEMENT COST ENDORSEMENT CALIFORNIA

SECTION I - PROPERTY COVERAGES

For an additional premium, covered losses under **Coverage C - Personal Property** are settled at replacement cost at the time of loss.

Personal Property Replacement Cost coverage will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy:

- a. Jewelry;
- b. Furs and garments trimmed with fur or consisting principally of fur;
- c. Cameras, projection machines, films, and related articles of equipment;
- d. Musical equipment and related articles of equipment;
- e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements, or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf-clothing and golf equipment.

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

1. PROPERTY NOT ELIGIBLE

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

- a. Antiques, fine arts, paintings, and similar articles of rarity or antiquity which cannot be replaced.

- b. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.

2. REPLACEMENT COST

The following loss settlement procedure applies to all property insured under this endorsement:

- a. We will pay no more than the least of the following amounts:
 - (1) Replacement cost at the time of loss without deduction for depreciation;
 - (2) The full cost of repair at the time of loss;
 - (3) The limit of liability that applies under **Coverage C**;
 - (4) Any applicable special limits of liability stated in this policy; or
 - (5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.
- b. We will pay no more than the actual cash value for the loss or damage until we receive proof that the repair or replacement is complete.
- c. You may make a claim for loss on an actual cash value basis and then make claim within 12 months (24 months if the loss or damage relates to a state of emergency under California law) after the loss for any additional liability in accordance with this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.

AMERICAN BANKERS INSURANCE COMPANY

OF FLORIDA

11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

RENTERS INSURANCE PROGRAM WORKERS COMPENSATION RESIDENCE EMPLOYEES CALIFORNIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

We agree, with respect to “residence employees”:

Under Coverage I

To pay when due all benefits required of an “insured” by the California Workers’ Compensation Law; and

Under Coverage II

To pay on behalf of an “insured” all damages for which the “insured” is legally liable because of “bodily injury” sustained by a “residence employee”. The “bodily injury” must be caused by accident or disease and arise out of and in the course of employment by the “insured” while:

- a. In the United States of America, its territories or possessions, or Canada, or
- b. Temporarily elsewhere if the “residence employee” is a citizen or resident of the United States or Canada.

Coverage II does not apply to any suit brought in or judgment rendered by any court outside the United States of America, its territories and possessions, or Canada, or to any action on such judgment.

Who is Covered

A “residence employee” is covered if during the 90 calendar days immediately before the date of injury the employee has:

- a. Actually been engaged in such employment by the “insured” for no less than 52 hours, and
- b. Earned no less than one hundred dollars (\$100) in wages.

Application of Coverage

This insurance applies only to “bodily injury” which occurs during the policy period. If the “bodily injury” is a disease, it must be caused or aggravated by the conditions of the “residence employee’s” employment by the “insured”.

Policy Provisions

This insurance is subject to all the provisions of this endorsement and the following provisions of this policy:

a. Under Sections I and II – Conditions:

4. Waiver or Change of Policy Provisions.
5. Cancellation.
7. Assignment.
8. Subrogation.

b. Under Section II – Conditions:

3. Duties After Loss.

6. Action Against Us.

c. Our agreement to defend the “insured” as provided under **Coverage E – Personal Liability**.

d. Under Section II – Additional Coverages:

1. Claim Expenses.

2. First Aid Expenses.

e. The definition of “bodily injury”, “business”, “insured” and “residence employee”.

Additional Provisions Applicable to Coverage I

The following provisions are applicable to **Coverage I**:

a. We shall be directly and primarily liable to any “residence employee” of an “insured” entitled to the benefits of the California Workers’ Compensation Law.

b. As between the “residence employee” and us, notice to or knowledge of the “occurrence” of the injury on the part of an “insured” will be deemed notice or knowledge on our part.

c. The jurisdiction of an “insured” will, for the purpose of the law imposing liability for compensation, be our jurisdiction.

d. We will be subject to the orders, findings, decisions or awards rendered against an “insured”, under the provisions of the law imposing liability for compensation, subject to the provisions, conditions and limitations of this policy. This policy shall govern as between an “insured” and us as to payments by either in discharge or an “insured’s” liability for compensation.

e. The “residence employee” has a first lien upon any amount which we owe you on account of this insurance. In case of your legal incapacity or inability to receive the money and pay it to the “residence employee”, we will pay it directly to the “residence employee”. Your obligation to the “residence employee” will be discharged to the extent of such payment.

Limits of Liability Coverage II

Our total limit of liability will not exceed \$100,000 for all damages because of “bodily injury”:

a. Sustained by one or more “residence employees” in any one accident; or

- b. Caused by disease and sustained by a “residence employee”.

Our total limit of liability will not exceed \$500,000 for all damages arising out of “bodily injury” by disease regardless of the number of “residence employees” who sustain “bodily injury” by disease.

Other Insurance

This insurance does not apply to any loss to which other valid and collectible Workers’ Compensation or Employers’ Liability Insurance applies.

Conformity to Statute

Terms of this insurance which are in conflict with the California Workers’ Compensation Law are amended to conform to that law.

Exclusions

This policy does not apply:

- a. To liability for additional compensation imposed on an “insured” under Sections 4553 and 4557, Division

IV, Labor Code of the State of California, because of the serious and willful misconduct of an “insured”, or because of “bodily injury” to an employee under 16 years of age and illegally employed at the time of injury;

- b. To liability for “bodily injury” arising out of “business” pursuits of an “insured”.

- c. Under **Coverage II:**

1. To liability assumed by the “insured” under any contract or agreement.
2. To “bodily injury” by disease unless a written claim is made or suit brought against the “insured” within 36 months after the end of the policy period.
3. To any obligation under a workers’ compensation, unemployment or disability benefits law or any similar law.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.

**NOTICE OF DESIGNATED PERSON TO RECEIVE NOTICE OF CANCELLATION OR
NONRENEWAL – CALIFORNIA**

In compliance with CAL INS. CODE § 396, you have the right to designate an additional person and/or a company to receive notice of lapse, termination, expiration, nonrenewal, or cancellation of your policy for nonpayment of premium.

The designated person or company will not have any rights to benefits under your policy, other than the right to receive notice of lapse, termination, expiration, nonrenewal, or cancellation of your policy for nonpayment of premium.

If you would like to designate or change the designated person or company who is allowed to receive notice of cancellation or nonrenewal, complete the schedule below and mail or deliver this completed notice to us.

Additional Person or Company to Receive Notice of Cancellation or Nonrenewal
Name of Additional Person:
Address:
Company Name:
Company Address:

CONSUMER NOTICE

IF YOU HAVE A QUESTION, PROBLEM OR COMPLAINT ABOUT YOUR INSURANCE, PLEASE CONTACT US AT:

**AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
11222 QUAIL ROOST DRIVE, MIAMI, FL 33157-6596
TELEPHONE: 1-800-852-2244**

IF WE DO NOT RESOLVE YOUR QUESTION, PROBLEM OR COMPLAINT TO YOUR SATISFACTION, YOU MAY THEN CONTACT THE:

**CALIFORNIA INSURANCE DEPARTMENT
CONSUMER SERVICES BUREAU
300 SOUTH SPRING STREET
11TH FLOOR, SOUTH TOWER
LOS ANGELES, CA 90013
TELEPHONE: 1-800-927-4357
WEB: WWW.INSURANCE.CA.GOV**

American Bankers Insurance Company of Florida

11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

PROOF OF MANDATORY INSURANCE REQUIREMENT CREDIT

We will provide a credit to the total annual premium of your Renters Insurance Policy, excluding any billing fees if your lease contract requires all residents in the property to carry renters insurance. In order to receive the credit we require a copy of the signed lease agreement that states it is a requirement.

Please include the following information with the proof of the Mandatory Insurance Requirement.

- The full address of the property being rented.
- The name of the Property Management Company or Landlord with the address and telephone number.
- The effective date of the lease.
- The name of the occupant(s) listed on the lease.

I have attached documentation to this notice confirming that proof of insurance is a requirement of my lease agreement.

Primary Named Insured (Please Print)	Policy Number
Address	Telephone Number
Primary Named Insured's Signature X	Date

Please mail, email or fax completed form and attachments to:

Assurant Specialty Property
P.O. Box 979220
Miami, FL 33197-9220
Fax: (305) 252-7037
Email: rentersmail@assurant.com

American Bankers Insurance Company of Florida

A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

IMPORTANT NOTICE EARTHQUAKE COVERAGE REQUEST FORM (CALIFORNIA)

YOUR RENTER'S INSURANCE POLICY DOES NOT COVER EARTHQUAKE DAMAGE TO YOUR CONTENTS.

TO COVER EARTHQUAKE DAMAGE TO YOUR CONTENTS YOU NEED TO PURCHASE A SEPARATE EARTHQUAKE INSURANCE POLICY. THE COVERAGE PROVIDED BY AN EARTHQUAKE INSURANCE POLICY IS DIFFERENT FROM, AND TYPICALLY MORE LIMITED THAN, THE COVERAGE PROVIDED BY YOUR RENTER'S INSURANCE POLICY.

CALIFORNIA LAW REQUIRES INSURANCE COMPANIES TO OFFER EARTHQUAKE INSURANCE IN CONJUNCTION WITH YOUR RENTER'S INSURANCE POLICY. IF YOU DO NOT ACCEPT THE OFFER OF EARTHQUAKE INSURANCE BELOW WITHIN 30 DAYS OF THE MAILING OF THIS NOTICE, YOUR INSURANCE COMPANY SHALL PRESUME THAT YOU HAVE NOT ACCEPTED THIS OFFER OF EARTHQUAKE INSURANCE.

SUBJECT TO OUR UNDERWRITING GUIDELINES, THIS COVERAGE SHALL BE EFFECTIVE ON THE DATE YOUR ACCEPTANCE OF THIS OFFER IS RECEIVED BY US.

YOU MAY PURCHASE EARTHQUAKE INSURANCE COVERAGE ON THE FOLLOWING TERMS:

Contents Coverage	Deductible*	Additional Living Expense	Annual Premium
\$5,000	15% of Contents Coverage	\$1,500	\$12.60
\$10,000	15% of Contents Coverage	\$1,500	\$25.20
\$15,000	15% of Contents Coverage	\$1,500	\$37.80

For other Earthquake limits, please use the following formula to calculate the premium. The Earthquake Coverage limit selected may be less than but must not exceed your limit of Contents Coverage.

Divide _____ by 1,000 = _____ X 2.52 = _____ Premium Due
Limit of Earthquake Coverage

* Deductible - The deductible represents the amount of damage your covered property must incur before the earthquake insurance coverage begins. If your covered loss is less than the applicable deductible, you may not receive any payment.

COVERAGE REQUEST FORM:

To purchase Earthquake Coverage, complete this request form, attach your payment and return to:

American Bankers Insurance Company of Florida
Attn.: Document Control
P.O. Box 979220
Miami, FL 33197-9220

PLEASE PRINT

NAME	RENTERS INSURANCE POLICY NUMBER
ADDRESS	
CITY/STATE/ZIP	TELEPHONE NUMBER

I wish to purchase Earthquake Coverage. My check, made payable to AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA, for the full annual premium is enclosed.

SIGNATURE X	DATE
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IMPORTANT: PLEASE BE SURE YOU HAVE FULLY COMPLETED THIS FORM.



ASSURANT®

Privacy Notice

You are a valued customer and we strive to meet your privacy concerns. We want to make sure your personal information is protected and that you understand the policies that protect you.

Assurant companies and other insurers that operate under this Privacy Notice (“We”) provide various insurance products, including pre-funded funeral insurance, mobile insurance, credit insurance, and membership products. Our products may be sold directly to individuals, sold through our agents or offered on behalf of other companies. These other companies may be banks, finance companies, retailers, utilities, automobile dealers, manufactured housing, mortgage companies, or funeral homes.

Pursuant to the United States Gramm-Leach Bliley Act, companies that qualify as financial institutions must provide their customers with a Privacy Notice on an annual basis. If you have asked not to be solicited, that request is still in effect. You do not need to contact us again. **This is not a solicitation.** You do not need to respond.

This Privacy Notice gives you examples of the types of data we lawfully collect, use, share or disclose; and the kinds of companies with whom we may lawfully share such data. These examples serve only as illustrations; they should not be considered all of the data we may lawfully collect, use or share. Below is our privacy pledge to you:

Our Privacy Principles:

- We do not sell your personal information.
- We do not share your personal information with anyone outside the Assurant family of affiliated companies unless you expressly authorize the sharing, or it is permitted or required by law.
- We do not allow those with whom we do business to use our customer information for their own marketing purposes unless there is a valid joint marketing agreement.
- We will not collect, use, share or disclose any of your information if prohibited by law.
- We contractually require any person or business providing products or services on our behalf to safeguard our customer information.

Information We May Collect

The level of information we may collect varies depending upon the type of services and products we offer you. Here are some examples of the types of information we may collect and how we gather it:

- From you (or provided to us on your behalf), on applications and other forms you submit to us; for example: your name, address, social security number, telephone number, employer, and income.
- From your transactions with our companies or other non-affiliated parties; for example: your name, address, telephone number, age, credit card use, insurance coverage, transaction history, claims history, and premiums.
- From consumer reporting agencies, public records and data collection agencies; for example: your obligations with others and your creditworthiness. However, we will not use your credit score, credit report or any other credit-related information in jurisdictions where it is prohibited by law.
- From health care providers, such as doctors and hospitals; for example: your past or present health condition. Health data will be collected **only** if we need to find out if you are eligible for coverage, process claims, prevent fraud, as authorized by you or as the law may permit or require. NOTE: We collect health data only to manage a health-related product or service; for example: life or disability insurance, for which you applied, or as otherwise permitted by law.
- From you when you enroll, request a service, or file a claim on one of our websites; for example: your name, address, contract number, credit card issuer and account number, personal identification number, e-mail address, service contract, and claim information.
- From your visits to our Internet websites; for example: session number and user ID. By reviewing our Online Privacy Policy along with the legal notice, terms of use, site agreement or similar named link appearing on any of our websites, you may learn of any “cookies” utilized by us and of any additional information that may be collected from you on that site.

Information We May Disclose or Share and with Whom

We may lawfully share customer information with other entities as needed to deliver products and services to you, provide customer service, or handle your account.

Disclosures Permitted by Law

We share customer information as described above and as permitted by law.

Disclosures for Joint Marketing and Servicing

We may lawfully share customer information with persons or organizations inside or outside our family of companies that perform marketing services for us or with whom we have joint marketing agreements.

Information Regarding Former Customers

We treat the information of prospective and former customers in the same manner as existing customers with respect to the use of personal information.

Our Security Procedures

We restrict access to customer information to those employees whom we know have a valid business purpose to have access to such data. We maintain physical, electronic and procedural safeguards. We require those who provide services for us and to whom we provide your data to keep your information safeguarded and confidential.

Changes to This Privacy Notice

We reserve the right to change this Privacy Notice at any time. If we make material changes, we will provide current customers a new notice that describes our new practices and will post it on our Internet websites.

The following companies underwrite or market services under the Assurant service mark and adhere to this Privacy Notice. We value our relationship with you. Should you have any questions about our Privacy Notice, please write to us at the Assurant Privacy Office, Post Office Box 979047, Miami, FL 33197-9047.

Affiliates:

American Bankers Insurance Company of Florida	Reliable Lloyds Insurance Company
American Bankers Life Assurance Company of Florida	Standard Guaranty Insurance Company
American Memorial Life Insurance Company®	Time Insurance Company
American Security Insurance Company	Union Security Insurance Company
Caribbean American Life Assurance Company	Union Security Life Insurance Company of New York
Caribbean American Property Insurance Company	Voyager Indemnity Insurance Company
John Alden Life Insurance Company	

Non-Affiliates:

American Reliable Insurance Company	Ranchers and Farmers Mutual Insurance Company
Hallmark County Mutual Insurance Company	Republic Lloyds
IA American Life Insurance Company	Southern County Mutual Insurance Company