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UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA

U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS, FLORIDA

CASE NO.

KEITH A. BAKER and  
LINDA R. LERI,

Plaintiffs,

vs.

2: 09-C V- 188 -FCM-99DNF

AMERICAN HOME ASSURANCE  
COMPANY, INC. a foreign corporation and  
wholly owned subsidiary of American  
International Group, Inc.,

Defendant.

COMPLAINT

Plaintiffs, KEITH A. BAKER and LINDA R. LERI, by and through the undersigned counsel, sue Defendant AMERICAN HOME ASSURANCE COMPANY, INC., a foreign corporation and wholly owned subsidiary of American International Group, Inc. (hereinafter referred to as "AIG"), and allege as follows:

**Jurisdiction, Venue and Parties**

1. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 based on diversity of citizenship between the parties and because the amount in controversy exceeds \$75,000.00, exclusive of attorney's fees and costs.

2. Plaintiff, KEITH A. BAKER, is a resident of Lee County, Florida, and is over the age of twenty-one, and is otherwise sui juris.

3. Plaintiff, LINDA R. LERI, is a resident of Lee County, Florida, and is over

the age of twenty-one, and is otherwise sui juris.

4. KEITH A. BAKER and LINDA R. LERI (collectively "Plaintiffs") are the owners of the real property located at 12077 Honeysuckle Road, Fort Myers, Florida 33966 (hereinafter the "Subject Property").

5. Upon information and belief, AIG is an insurance company organized and incorporated under the laws of the State of New York, and doing business in Lee County, Florida.

6. Venue is proper pursuant to 28 U.S.C. § 1391(a)(2) as the subject insurance policy was issued and delivered in Lee County, Florida to Plaintiffs, and covers risks within this judicial district.

7. At all times material hereto, the Subject Property was insured by AIG under a homeowners policy issued to the Plaintiffs, namely Policy No. AIG PCG 0003852580 (hereinafter the "Policy"). A copy of the Policy is attached hereto as **Exhibit "A."**

8. At all times material hereto, the Policy was in full force and effect.

9. Plaintiffs have complied with all requirements and conditions set forth in the Policy.

10. All other conditions precedent to the maintenance of the cause of action set forth herein have occurred, been satisfied, been waived or excused.

11. Plaintiffs have retained the law firm of Shapiro, Blasi, Wasserman & Gora, P.A. to represent them in this cause and have agreed and become obligated to pay

reasonable attorney's fees for its services.

**COUNT I - BREACH OF CONTRACT**

12. Plaintiffs adopt and re-allege each and every allegation set forth in Paragraphs 1 through 11 as if fully set forth herein.

13. This is an action for breach of contract against AIG for failure to pay a covered loss under a homeowner's policy of insurance.

14. At all times material hereto, Plaintiffs contracted with AIG to insure the Subject Property.

15. On December 17, 2008, Plaintiffs notified AIG of a covered loss. Upon information and belief, the drywall in the Subject Property emitted or is emitting gases which have damaged the Subject Property and the contents therein, and have interfered with Plaintiffs' use and enjoyment of the Subject Property.

16. On or about December 18, 2008, AIG inspected the Subject Property and on January 22, 2009, Rimkus Consulting Group, Inc., on behalf of AIG, inspected the Subject Property and conducted various tests. To date, AIG has failed and/or refused to disclose or produce the results to Plaintiffs.

17. On March 16, 2009, AIG verbally denied Plaintiffs' claim based on "contamination."

18. On March 17, 2009, Plaintiffs demanded that AIG provide a letter of declination explaining the reason(s) for the denial. To date, AIG has failed and/or refused to provide same or to pay Plaintiffs' claim.

19. Pursuant to Part II (A) of the Policy, Plaintiffs are covered "against all risks of direct physical loss or damage to your house, contents and other permanent structures unless an exclusion applies."

20. Upon information and belief, the gases emitted from the drywall in the Subject Property are not "contaminants" as defined in the Policy because they are not an "impurity resulting from the mixture of or contact with a foreign substance." Indeed, the gases are neither mixed with nor did they come in contact with any foreign substance and, therefore, the "Pollution or Contamination" exclusion does not and cannot apply.

21. Plaintiffs have suffered significant damages which are covered under the Policy and which are not subject to any exclusions. Accordingly, AIG's failure to pay Plaintiffs' claim constitutes a breach of the Policy.

22. As a direct and proximate result of AIG's breach, Plaintiffs have suffered damages in an amount in excess of \$75,000.00.

23. Plaintiffs are entitled to attorney's fees and costs pursuant to Fla. Stat. §627.428(a).

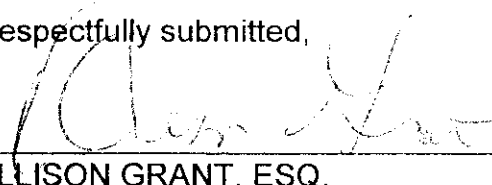
WHEREFORE, Plaintiffs, KEITH A. BAKER and LINDA R. LERI, demand judgment against AMERICAN HOME ASSURANCE COMPANY, INC., a foreign corporation and wholly owned subsidiary of American International Group, for damages, costs, pre-judgment and post-judgment interest, reasonable attorney's fees pursuant to Fla. Stat. §627.428(a), and for such other and further relief as this Court

deems just and proper.

PLAINTIFFS DEMAND TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

Dated: March 27, 2009  
Boca Raton, FL

Respectfully submitted,



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ALLISON GRANT, ESQ.  
Fla. Bar No. 0858330  
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Boca Raton, FL 33434  
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E-Mail: [agrants@sbwlawfirm.com](mailto:agrants@sbwlawfirm.com)  
Counsel for Plaintiffs

# **EXHIBIT “A”**





10/15/07 10:00 AM

10/15/07 10:00 AM

Regions Home Assurance Co.  
10/15/07

## Location Extension Schedule Page

Summary of Coverages by Location for Policy: AIG PCC 0003582580

Forms and Endorsements Attached for Location: PCHO-FL (09/06), PCC-GLBA (03/06), PCHO-DWIL (09/06),  
PCHO-FL-CCNLT (09/06), PCHO-FL-LO-Notice (10/05), PCHO-FL-LO-RDA (10/05), PCHO-FL-NDSC (09/06), PCHO-FL-NDSC (09/06),  
PCHO-FL-NDSC (09/06), PCHO-CHECKLIST (10/07), PCHO-FLHD (6/05), PCHO-FL-Mortgage Documents (07/07),  
PCHO-MVFL (07/07), PCHO-SHC-FL (09/06), PCHO-HDNOT (6/05), PCC-FWFL (01/01), PCHO-SOC-FL (09/06)

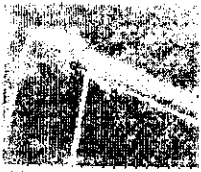
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Mortgagee #001      Loan 3040164422

Regions Bank DBA Amsouth Bank  
ISAOA/ATIMA  
PO Box 11026  
Orange, CA 92856-8126

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Location Extension Schedule Premium Subtotal:



Protect your investment with automatic water shut-off devices.

Water is a leading cause of property and structural damage for most homeowners. As an AIG Private Client Group policyholder, you can save on the purchase of the following AIG-approved automatic water shut off devices.\* Each is designed to minimize damage caused by leaks in supply lines or by plumbing failures.

## TAKE ADVANTAGE OF OUR WATER DETECTION DEVICE DISCOUNTS

### 10% off Flo-Guard<sup>®</sup>

The Flo Guard System is designed to prevent water damage by shutting off the main water supply. The device can be activated manually with a special wall switch that comes with the system, or automatically by connecting it to a security or smart home system.

### \$400 off FloLogic System<sup>™</sup>

From a single installation point on your main water line, the FloLogic System continuously monitors all water flow within your home. If a leak is detected, it shuts off the water supply and sounds an alarm. No moisture sensors are required.

### 40% off Leak Defense System

Once installed on your home's incoming water supply line, the Leak Defense System uses your pre-set parameters to monitor water flow. It can detect as little as one cup of water per hour, so leaks can be identified before major damage occurs. If the flow exceeds the limits you've set, an alarm will sound. If no one is home, the Leak Defense System will shut off water to the home automatically.

### 33% off WaterCop<sup>®</sup>

WaterCop automatic water shut-off systems automatically turn off the water when a leak has been detected. This effectively reduces the chance of water damage due to common plumbing problems. They can be activated by flood sensors, an optional remote switch or via many types of home security systems.

Please contact your independent insurance advisor to learn more and to discuss which device is best for safeguarding your residence.

\*Discounts are based on the purchase price of the product only, installation costs not included.

**AIG** Private Client Group

AIG Private Client Group is a division of the personal lines property and casualty insurance subsidiaries of American International Group, Inc. (AIG). Insurance and services provided by member companies of AIG. Insurance products are subject to underwriter review and approval and may not be available in all jurisdictions. Services provided by third parties are not a part of the insurance policy; are not guaranteed by AIG; and may be discontinued at any time.



## NOTICE

To report a claim, please contact:

1-888-760-9195

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aigproducercompensation.com](http://www.aigproducercompensation.com) or by calling AIG at 1-800-706-3102.



AMERICAN HOMEOWNERS ASSOCIATION



HOMEOWNERS

# HOMEOWNERS COVERAGE

## QUICK REFERENCE

DESCRIPTION OF PAGE

Your Name and Address  
Transaction  
Policy Period  
Coverage Limits  
Premium  
Forms

Coverage provided by International Insurance Group, Inc., member company of the International Group of Companies.

### Policy Divisions

DESCRIPTION OF PAGE

#### Part I - Definitions

#### Part II - Property

- 1. Insuring Agreement
- 2. Payment of a Loss
- 3. Additional Coverages
- 4. Exclusions

#### Part III - Liability

- 1. Insuring Agreement
- 2. Payment of a Loss
- 3. Preference Coverage and Other Expenses
- 4. Additional Coverages
- 5. Exclusions

#### Part IV - Conditions

The policy is subject to the conditions and exclusions set forth herein and, if any, complete the policy.

...and we, the undersigned, do hereby certify that the above described property is covered by a policy of fire and theft insurance... We have caused to be provided coverage which shall be in full compliance with policy PART IV - CONDITIONS.

**PART I - DEFINITIONS**

As used herein, the following terms shall have the meaning given them in this policy, wherever they are used. Throughout the policy, defined terms will be boldfaced when used.

In this policy, the words "you", "your" and "yours" refer to the person or persons named on the Declarations Page and his or her spouse who lives in the same household. The words "we", "us", "our" and "ours" mean the insurance company named on the Declarations Page.

As used herein, a Declarations Page includes any schedule that supplements it.

Also, in this policy the words:

**Aircraft** means any contrived craft designed for flight, except model or hobby craft not used or designed to carry people or cargo.

**Bodily injury** means bodily harm, including resulting sickness or disease, required care, loss of services or death.

**Business** means a part of the following that is engaged in a trade or profession, including farming, ranching, other agriculture and timber.

**Contents** means personal property owned by you or the residence named on the Declarations Page.

**For any residence named on the Declarations Page that is a condominium or cooperative or rental unit**, "contents" includes all personal effects, items of and property, furnishings, fixtures that you paid for or acquired in your lifetime along with the resident. The property must be your residence when the loss occurs. The governing rules of the Condominium or Cooperative Association.

**Home** means the residence named on the Declarations Page. It includes the structure and any detached garage, porch, driveway, swimming pool, hot tub, spa, or other structure attached to the structure.

**Incidental business** means a business that is not your primary business and does not produce more than \$25,000 in gross annual revenues from the raising or care of animals or agriculture. Incidental business includes residences listed on the Declarations Page that you own and rent to others.

**Mold** means any type of growth of fungus, including but not limited to all forms of mildew, and any mycetozoa, spores, scents, vapors, gas or substance, including any by-product thereof, that is not a natural part of the environment.

**Household** means the household of two, three or four

family dwelling in which you usually or regularly reside at or any location named on the Declarations Page that is not a household as defined above.

**Hurricane** means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service which:

- a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continues for the period of time during which the hurricane conditions exist anywhere in Florida; and
- c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**"Catastrophic Ground Cover Collapse"**

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

- (1) The abrupt collapse of the ground cover;
  - (i) A depression in the ground cover nearly visible to the naked eye;
  - (ii) Structural damage, other than settling or cracking, of a building or structure insured under this policy, including the foundation; and
  - (iii) The building or structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building or structure.

Incidental business does not include a business that is your primary business. Gross revenues in excess of \$25,000 in any year has no employees subject to workers' compensation or other similar disability laws and conforms to federal, state and local laws. Incidental business includes the business of leasing provided that it does not involve employment of others for more than 1,250 hours of farm work during the Policy Period, and does not produce more than \$25,000 in gross annual revenues from the raising or care of animals or agriculture. Incidental business includes residences listed on the Declarations Page that you own and rent to others.









...the amount of your coverage for this loss is limited to the amount of your coverage for this loss.

**13. Debris Removal**

We cover the reasonable expense of our insurer to remove debris due to a covered loss and the property that caused the covered loss.

a. If your residence is a house, we will pay up to 50% of the amount of coverage for your contents of this loss, as shown on your Declarations Page. The amount of coverage for debris removal will not be affected by any increase in the amount of house coverage caused by the application of Extended Rebuilding Cost payment basis if provided by this policy.

b. If your residence is a Condominium, cooperative or apartment, we will pay up to 30% of the amount of coverage for your contents of this loss, as shown on the Declarations Page.

**14. Lock Replacement**

We will pay for the cost of replacing the locks on a residence listed on the Declarations Page if the keys to the lockers are lost or stolen. Your deductible does not apply to this coverage.

**15. Rebuilding in Kind**

We will pay the extra expenses, including labor or materials that are not available, resulting in the addition of new materials, caused by a covered loss, to rebuild in kind.

a. If the loss is to a house, we will pay up to 20% of the amount of coverage shown on the Declarations Page for that house.

b. If the loss is to an other permanent structure, we will pay up to 10% of the amount of coverage shown on the Declarations Page for that structure.

c. If the loss is to a building, we will pay up to 10% of the amount of coverage shown on the Declarations Page for that building.

**16. Wind and Hail**

We cover direct loss to your house and other permanent structure caused by wind or hail. This coverage does not apply to underground pipes or water pipes that freeze and burst.

...the amount of your coverage for this loss is limited to the amount of your coverage for this loss.

**17. Data Replacement**

We will reimburse you for the direct expenses you incur as a result of a covered loss to replace lost personal data stored on a personal computer or portable computing device that you own or lease.

**18. Business Property**

We will pay up to \$25,000 for a covered loss to business property you own or lease.

**19. Fire Department Charges**

We will pay for the charges imposed by law or assumed by written agreement when a fire department answers a call to save or protect a residence listed on the Declarations Page. Your deductible does not apply to this coverage.

**20. Back Up of Sewers and Drains**

We will pay up to the coverage limits shown on the Declarations Page for physical loss or damage to property caused by:

a. Water which backs up through sewers or drains on the residence premises. A sewer or drain is a pipe mechanically connected to the residence plumbing system, gutters or downspouts, or other drainage type located on the residence premises used to drain water and waste away from the residence. A clog is not due to the inability of a sewer or drain to handle the amount of rainwater, surface water or groundwater trying to enter the sewer or drain.

b. Water which overflows from a sump pump pit if such overflow results from the mechanical breakdown of the sump pump. This additional coverage is intended to cover damage caused by water that overflows the sump pit due to mechanical breakdown of the sump pump. This coverage does not apply to direct physical loss or damage of the sump pump or related equipment which is caused by mechanical breakdown.

These physical losses do not increase the amount of your coverage.

**21. Property of Domestic Staff and Guests**

We cover the personal property of your domestic staff and guests while it is on the premises of any residence listed on the Declarations Page. These payments do not increase the amount of your coverage.

the amount of coverage available under this policy.

19. **Food Spoilage**

We will pay up to \$5,000 for a covered loss resulting from an abrupt change in connection with a fire loss to property covered by this policy. The \$5,000 limit is the most we will pay, regardless of the number of persons providing information. This coverage is subject to additional limitations.

20. **Food Spoilage**

We will pay up to \$250 for a covered loss due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, originating either on or off premises, or due to the mechanical breakdown of refrigeration equipment at any residence you live at or own. Wind or spirits are not considered food. These payments do not increase your amount of coverage. This coverage is subject to a \$250 deductible.

20. **Ensuing Fungi or Bacteria**

We will pay up to \$10,000 for each occurrence caused by fungi or bacteria resulting from a covered loss, including:

a. The cost to remove, clean up, remediate, contain, treat, detoxify, neutralize, fungi or bacteria.

b. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi or bacteria.

c. The cost of testing or retesting of any or property to confirm the absence, presence or extent of fungi 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 or bacteria and:

1. the reasonable increase in living expenses, including for your dependent household members, is covered by your health insurance or other insurance. Your cost will not exceed the maximum per period of time provided by your health insurance or other insurance.

2. in the case of a covered loss, the number of emissions tested, or the number of clean-ups made. We will not make any additional payments for Ensuing Fungi or Bacteria under any other Additional Coverage.

These payments do not increase the amount of coverage.

3. The cost of testing or retesting of any or property to confirm the absence, presence or extent of fungi 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 or bacteria and:

4. the reasonable increase in living expenses, including for your dependent household members, is covered by your health insurance or other insurance. Your cost will not exceed the maximum per period of time provided by your health insurance or other insurance. Approved loss prevention devices include fire alarms systems, fire suppression systems, security systems, sump pumps, automatic water shut-off devices, lightning suppression systems, backup power systems and fire resistant roofing materials. These payments do not increase the amount of coverage.

This additional coverage only applies if the loss exceeds the location deductible.

D. **Exclusions**

The following exclusions apply to the Part II - PROPERTY section of your policy:

1. **Pollution or Contamination**

We do not cover any loss, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do we cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and "waste". A "contaminant" is an impurity resulting from the mixture of or contact with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.

2. **Gradual or Sudden Loss**

We do not cover any loss caused by gradual deterioration, wet or dry rot, warping, snag, rust, or other corrosion. In addition, we do not cover any loss caused by inherent vice, wear and tear, mechanical breakdown or latent defect. However, we do insure ensuing covered loss unless another exclusion applies.

3. **Fungi or Bacteria**

We do not cover any loss caused by the presence, growth, proliferation, spread or any activity of fungi or bacteria including the cost to test for, locate, clean up, remove, remediate, contain, treat, detoxify, neutralize or in any way respond to, or reduce the effects of fungi or bacteria.

This exclusion does not apply to:

a. Coverage provided under PART II - PROPERTY. Additional Coverage. Ensuing Fungi Or Bacteria; or

the following types of damage:

1. **Weather Damage:** We do not cover any loss caused by wind, hail, sleet, snow, rain, or other weather conditions, including damage to existing covered loss unless another exclusion applies.

5. **Structural Movement**

We do not cover any loss caused by water expansion, shrinking or settling, including resultant cracking, of foundation, floors, walls, ceilings, partitions, vertical pipes or ducts, or other parts of existing covered loss unless another exclusion applies.

6. **Surface and Ground Water Damage**

We do not cover any loss caused by:

- 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; or
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, side walk, driveway, foundation, swimming pool or other structure.

This exclusion does not apply to:

- a. Accidents away from any residence or location you own or lease; or
- b. Existing covered loss unless another exclusion applies.

7. **Water or Ice Damage to Existing Covered Motor Equipment**

We do not cover loss to existing covered motor equipment caused by water or ice, including flooding, or the presence or weight of water or ice, including freezing, which is not expected. However, we do cover such existing covered loss unless another exclusion applies. The other permanent structures in which this equipment is stored are not covered. This exclusion does not apply to equipment that is used in a business, profession, or other activity, or to equipment that is used in a business, profession, or other activity, or to equipment that is used in a business, profession, or other activity.

8. **Water or Ice Damage to Existing Covered Personal Property**

We do not cover loss to existing covered personal property caused by water or ice, including flooding.

This exclusion does not apply to:

- a. Design, repair, replacement, maintenance, repair, construction, renovation, remodeling, grading, construction;
- b. Alteration, repair or repair, maintenance, replacement or replacement;
- c. Maintenance.

9. **Earthquake, Volcanic Eruption, Landslide, Mudflow, Sinkhole, or Shifting of Land**  
We do not cover any loss to your home or other permanent structures caused by earthquake. However, we do insure existing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies. This exclusion does not apply to Catastrophic Ground Cover Collapse.

10. **Earthquake**

We do not cover any loss to your home or other permanent structures caused by earthquake. However, we do insure existing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies. This exclusion does not apply to Catastrophic Ground Cover Collapse.

11. **Earth Movement**

We do not cover any loss to your home or other permanent structures caused by earth movement including volcanic eruptions, landslides, mudflows, and the sinking, rising, or shifting of land. We do insure existing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies. This exclusion does not apply to Catastrophic Ground Cover Collapse.

12. **Business Property**

We do not cover any loss to business property. This exclusion does not apply to coverage provided under PART II - PROPERTY, Additional Coverage, Business Property.

13. **Motorized Land Vehicles**

We do not cover any loss to motorized land vehicles including their equipment and accessories or any electronic devices designed to be operated solely by power from the electrical system of that vehicle. However, we do cover vehicles not subject to motor vehicle registration which are:

- a. Used to service any residence you own or live at;
- b. Designed to assist the handicapped; or
- c. Designed for recreational use off public roads.

14. **Renovations and Repairs**

We do not cover loss caused by renovations, remodeling or repairing any kind of coverage. This exclusion does not apply to jewelry, watches, and furs.

15. **Watercraft Accidents**

We do not cover any loss caused by the branding, swamping or sinking of a watercraft or its trailer or outboard motor. We also do not cover any loss caused by collision of a watercraft other than collision with a land vehicle unless another exclusion applies.

16. **Tenant Property**

We do not cover any loss to property of





Personal injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any motorized land vehicle.

1. Motorized Land Vehicle

Personal injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any motorized land vehicle. This exclusion does not apply to recreational motor vehicles except when they are used for participation in or practice for competitive racing.

2. Aircraft

Personal injury or property damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft.

3. Watercraft

Personal injury or property damage arising out of the ownership, maintenance, use, operation, loading or unloading of any watercraft:

- a. That is twenty-six (26) feet or more in length or fifty (50) or more horse power and which is owned by an insured person or furnished or rented to an insured person for longer than thirty (30) days;
- b. Used for any business or commercial purpose; or
- c. Used for participation in or practice for competitive racing (except sailboats less than twenty-six (26) feet in length).

4. Workers' Compensation or Disability

Any damages or benefits an insured person is legally obligated to provide under any workers' compensation, disability benefit, law or Act of General Medical Law, unemployment compensation, occupation of disease or similar law. However, we do provide coverage in excess over any other insurance for damages toward persons legally obligated to pay for bodily injury to a residence employee or a tenant listed on the Declarations Page when such other persons' health, workers' compensation or disability benefits are exhausted.

5. Non-Profit Corporation or Organization

Personal injury or property damage resulting from any insured person's actions or omissions or the actions or omissions of any member of a board of directors of any corporate or non-profit organization. This exclusion does not apply to personal injury or property damage arising out of an insured person's actions or for a Condominium or Cooperative Association unless another exclusion applies.

6. Care, Custody or Control

Personal injury or property damage resulting from the care, custody or control of any insured person's property or the property of any other person. This exclusion does not apply to property damage resulting from the handling or disposition.

7. Inured Person

Personal injury to an insured person under this policy.

8. Discrimination

Personal injury arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, color, sex, creed, handicapped status, sexual preference or any other discrimination.

9. Sexual Molestation or Corporal Punishment

Personal injury arising out of any actual alleged or threatened by any person:

- a. Sexual molestation, misconduct or harassment;
- b. Corporal punishment; or
- c. Sexual, physical or mental abuse.

10. Transmitted Diseases

Personal injury resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an insured person to anyone. We do not cover any damages for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

11. Business Pursuits

Personal injury or property damage arising out of an insured person's business property or business pursuits, investment activity or any activity intended to realize a profit for either an insured person or others. However, this exclusion does not apply to:

- a. Voluntary work for an organized charitable, religious or community group;

B. Incidental business activity, or

C. Personal Residence Business Business Interruption coverage.

12. Intentional Services

Personal injury or property damage arising out of a insured person's performing or failure to perform professional services for which any insured person is legally responsible or licensed.

13. War

Bodily injury or property damage caused directly or indirectly by war, including the following and any consequence of the following:

...of the insured, or any other person, shall be covered under this policy.

...of the insured, or any other person, shall be covered under this policy.

...of the insured, or any other person, shall be covered under this policy.

#### 9. Assessments

Any assessment or charge against an insured person as a member of an association, corporation or community of property owners.

#### 10. Contractual

Personal injury or property damage arising from contracts or agreements, whether written or unwritten:

- Made in connection with any insured person's business; or
- In which the liability of damages is assumed after a covered loss.

#### 11. Nuclear Hazard

Personal injury or property damage caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination.

#### 12. Intentional Acts

Personal injury or property damage resulting from any criminal, willful, intentional or malicious act or omission by any person. We also will not cover claims for acts or omissions of any person which are or appear to be, or would be expected to be, covered by, or payable by, workers' compensation, disability benefit, or other employee benefit plans, even if the injury or damage would otherwise be covered by this policy. This exclusion does not apply to bodily injury or property damage sustained with reasonable care by a third party or person or property.

#### 13. Synthetic Formulae

Personal injury resulting from the use, production or distribution of synthetic formulae.

#### 14. Controlled Substances

Personal injury or property damage resulting from the use, production, distribution, delivery, possession, or sale of any controlled substance, as defined by the laws of the state in which the insured resides, or any other person, or the use, production, distribution, delivery, possession, or sale of any controlled substance, as defined by the laws of the state in which the insured resides, or the use, production, distribution, delivery, possession, or sale of any controlled substance, as defined by the laws of the state in which the insured resides, or the use, production, distribution, delivery, possession, or sale of any controlled substance, as defined by the laws of the state in which the insured resides.

### PART IV - CONDITIONS

#### A. Your Duties

...of the insured, or any other person, shall be covered under this policy.

#### B. Your Duties After a Loss

In the event of an occurrence which may or involve this policy, or if you or any other insured person under this policy is, and in connection with an occurrence which is covered under this policy, you or an insured person must:

- Give prompt notice to us or your agent or broker.
- Notify the police in case of loss by theft.
- Notify the credit card or fund transfer card company in case of loss under credit card or fund transfer card coverage.
- Protect the property from further damage. If repairs to the property are required, you must:
  - Make reasonable and necessary repairs to protect the property; and
  - Keep an accurate record of all repair expenses.
- Provide us with bills, receipts and related documents.
- As often as we reasonably require:
  - Show the damaged property;
  - Provide us with records and documents we request; and
  - Submit to our adjuster's examination under oath.
- Tend to us within sixty (60) days of our request your signed sworn proof of loss which sets forth, to the best of your knowledge:
  - The time and cause of loss;
  - The interest of all others in the property;
  - Names and addresses of all persons who have knowledge of the loss; and
  - The names and addresses of all persons who were present at the time of the loss.
- Provide us with the names and addresses of any known persons injured and any available witnesses.
- Provide us with any suit papers and other documents which will help us defend any insured person.
- Assist and cooperate with us in the conduct of the defense by helping us:

insured person's legal representative, or the insured person's legal representative, to:

1. To investigate and give evidence and obtain the attendance of witnesses;

**C. Policy Period and Territory**

The Policy Period is stated on the Declarations Page. This policy applies to an occurrence which takes place anywhere in the world unless otherwise limited by the policy.

**D. Recovery**

If the insured person has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured person must do nothing after loss to impair such rights of recovery. At our request, the insured person will bring suit or transfer those rights to us and help us enforce them.

**E. Assignment**

No one covered under this policy may assign or turn over any right or interest in regard to the policy without our written consent.

**F. Changes**

No change or modification of this policy shall be effective except when made by written agreement signed by our legal representative.

**G. Concealment or Fraud**

The same penalty will be void if, whether before or after a loss, you or an insured person have:

1. Intentionally concealed or misrepresented any material fact in making a claim;
2. Engaged in fraudulent activities;
3. Made false statements relating to this insurance.

**H. Residence Care**

You must be responsible to maintain heat in your residence or shut off and drain the water system or appliances if the home is unoccupied for an extended period. We do not cover damage to the home or contents, including contents of a conditioning system or household appliances, if such damage has not been avoided.

**I. Coverage in States**

Any provision of this policy which is in conflict with state or local law, in any part, will conform to the law.

**J. Liberalization**

If we broaden the coverages provided by your policy without an additional premium charge, the changes will automatically apply to your

**K. Legal Action Against Us**

This insured person's legal representative, or any other legal representative of any insured person, partner, officer, director, trustee, agent, or becomes bankrupt or insolvent during the Policy Period, this policy, unless cancelled, will cover the insured person's legal representative for the remainder of the Policy Period.

**L. Legal Action Against Us**

No action shall be brought against us unless the insured person has complied with this policy's provisions, our final settlement or agreement has set the amount of the insured person's legal obligation with us. You also agree to bring any action against us within five (5) years after a loss occurs, but not until thirty (30) days after proof of loss has been filed and the amount of loss has been determined. No one has the right to join us in any action against any insured person.

**M. Mediation or Appraisals**

If you and we fail to agree on the amount of loss, either may:

- a. Demand a mediation of the loss in accordance with the rules established by the Florida Insurance Department. The loss amount must be \$500 or more, prior to application of the deductible, or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and, you have not recorded the settlement within three (3) business days after reaching settlement. You may not record the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for the rescheduled conference. However, if we fail to appear at a mediation conference, we will pay that cost and, unless you incur an amounting fee conference and also pay the mediator's fee for the rescheduled conference.

- b. Demand an appraisal of the loss. In this event, each party will choose a competent appraiser within twenty (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 fifteen (15) days, you or we may request that the choice be made by a judge of a court of record in the state where the

... of the loss, we will pay the amount of the loss...  
 ... of the loss, we will pay the amount of the loss...  
 ... of the loss, we will pay the amount of the loss...

Each party will:  
 1. Pay its own appraisal and  
 share the other expenses of the appraisal and umpire equally.  
 2. If the other party rejects an appraisal or fails to participate in any appraisal of the loss as a precondition to action against us for failure to pay the loss.

**W. 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.

**X. Mortgage Clause**

The word mortgage includes trustee. If a mortgagee is named in this policy, any covered loss will be paid to you and the mortgagee or interests holder. If there is more than one mortgagee named in this policy, the order of payment will be identical to the order of precedence.

If you are not a named insured, we will not apply to you the provisions of the mortgage clause.

1. Notify us of any change in ownership or other interest in the insured property.
2. Use any mortgage proceeds from this policy only to pay or to pay off any mortgage debt.
3. Submit to us any assignment of loss which may be made after a claim is made from any of the following sources:
  - a. Your mortgage lender, as a condition of your obtaining a new mortgage, or
  - b. Your mortgage lender, as a condition of your obtaining a new mortgage, or
  - c. Your mortgage lender, as a condition of your obtaining a new mortgage, or
4. We are not responsible for any change in the mortgage interest rate on the property; or
5. At our option, we may pay the mortgagee the entire principal of the mortgage plus any amount of interest that is not yet received, full assignment and transfer of the mortgage and all interests held as

... of the loss, we will pay the amount of the loss...  
 ... of the loss, we will pay the amount of the loss...  
 ... of the loss, we will pay the amount of the loss...

If you cancel your policy, we will not be liable to pay the premium when the policy shall be reinstated.

**P. Your Cancellation**

You may cancel this policy or any part of it at any time by notifying us in writing of the future date that the cancellation is to take effect.

**Q. Our Cancellation**

We may cancel this policy subject to the following provisions:

1. When this policy has been in effect for ninety (90) days or less:
  - a. We may cancel immediately with no written notice if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
  - b. We may cancel with twenty (20) days notice for any reason, except we may not cancel:
    - i. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured person has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property; or
    - ii. On the basis of filing of claims for partial loss caused by sinkhole activity or clay shrinkage, the total of such property claim payments for this policy exceeds the current policy limits of coverage for property damage; or
    - iii. You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
2. After this policy has been in effect for ninety (90) days or more, we may cancel with one hundred (100) days notice:
  - a. if there has been a material misstatement;
  - b. if the insured has changed substantially since the policy was issued;
  - c. in the event of failure to comply with underwriting requirements established by us within ninety (90) days of the effective date of coverage;
  - d. if the cancellation is for all insured persons under policies of this type for a given class of insured person(s);

...the date of cancellation becomes effective during a hurricane, the date of cancellation will not become effective until the end of the hurricane.

...the date of cancellation becomes effective during a hurricane, the date of cancellation will not become effective until the end of the hurricane.

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...the date of cancellation becomes effective during a hurricane, the date of cancellation will not become effective until the end of the hurricane.

**b. Between June 1 and November 30**

We will provide the following notice:

(a) If the date of cancellation becomes effective on or after December 1 and before June 1, we will let you know at least 100 days before the date cancellation takes effect; or

(b) If the date of cancellation becomes effective on or after June 1 and before December 1, we will let you know:

(i) At least 100 days before the date cancellation takes effect; or

(ii) By June 1,  
whichever is earlier.

To cancel this policy we must notify you in writing. This notice will be mailed to you at the last mailing address shown on the Declarations Page. This notice will include the date the cancellation is to take effect and the reason for the cancellation. Proof of mailing will be sufficient proof of notice.

If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within 15 days after the date of cancellation takes effect. The unearned premium will be computed pro rata for the unexpired term of the policy.

**c. 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 on the Declarations Page, written notice, together with the specific reasons for non-renewal, at least ninety (90) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

However, we will not non-renew this policy:

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured person has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property; or
- b. On the basis of a single claim which is the result of water damage unless we can...

7. On the basis of a single claim which is the result of water damage if we can demonstrate, by claims frequency or otherwise, that the insured person has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property; or

8. On the basis of filing of claims for partial loss caused by sinkhole activity or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim or on the basis of the risk associated with the occurrence of such a claim if:

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

**3. Nonpayment of Premium**

If you fail to pay the premium by the date it is due we may cancel this policy with ten (10) days notice, whether the premium is due to us, to our agent, or under any finance or credit plan.

**4. State of Emergency**

If a state of emergency is declared by the Governor and the Commissioner of Insurance, Regulations filed in Emergency Order and the residence has not been damaged as a result of a hurricane or windstorm listed in the subject of the declared emergency.

We may cancel this policy subject to the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 30 days following the return to the normal or other pertinent structures or the contents located at a residential building your business is operating at the time of cancellation take effect.

a. We may cancel this policy with 10 days notice if you fail to pay the premium by the date it is due, whether the premium is due to us, to our agent, or under any finance or credit plan;

b. We may cancel this policy with 10 days notice if:





Insurance products and services  
Insurance information

The information on this page is provided to you for informational purposes only. It does not constitute an offer of insurance. Insurance products and services are provided by member companies of American International Group, Inc. (AIG). You may have purchased another type of policy from another AIG member company. Contact your broker or agent for more information about the policy you have purchased.

### PRIVACY NOTICE

The member companies of American International Group, Inc. (AIG) that provide personal and confidential information to you through our website, print or telephone, understand and respect the privacy of our policyholders and want to make sure that you know the steps we take to protect the privacy of the customer information we collect and, in some cases, disclose.

We encourage you to read the following information about how we collect, disclose and protect your information. No action is required on your part.

#### 1. What information do we collect?

The member companies of AIG that underwrite the insurance products listed above and its agencies collect only information necessary to underwrite and provide accurate insurance rates, and to maintain and improve customer service and claims handling for our policyholders. We obtain nonpublic personal information about you, our policyholder, from you in your request for a quotation of rates, applications, policy transactions, including claims, and other interactions with us, as well as from credit reporting agencies, motor vehicle registrations, motor history reporting agencies and other third parties. For property insurance, we may send someone to inspect your property and verify information about the value and condition of your property. The information collected may include, for example, your home address, birth date, phone number, e-mail address, driver's license number, date of birth, sex, marital status, information about vehicle operators or registrars, license holders, vehicle information, motor history information, credit report information, occupation and whether you own or rent your home. We share and use this information only in accordance with state and federal law.

#### 2. How do we use collected information?

The information we gather helps us identify who you are, manage our relationship with you, deliver products and services that meet your needs, provide you with accurate rates and policies, collect, analyze and use your information to offer products to other companies for their use.

#### 3. How do we share information?

We may share information with our subsidiaries and agents for the purpose of providing you with the services you need and to meet regulatory, statutory or as otherwise permitted or required by law. For example, we may disclose information about our sales staff, including name, address, telephone number, policy number, and coverages to service providers for the provision of specific services such as inspections and appraisals after a claim and marketing our insurance products. For purposes of fraud prevention, we may enter into or use credit insurance industry supported databases of reported claims and activities. In addition, we may disclose information to organizations conducting research and marketing services on our behalf.

We maintain physical and procedural safeguards to protect and safeguard your sensitive personal information. We have implemented a variety of physical, electronic and procedural safeguards to protect your personal information. We limit access to your information to our employees, who are trained in the proper handling of policyholder information, to have access to that information. We strive to ensure that the companies we use as our business partners support our commitment to privacy protection in their handling of personal data about our policyholders. We require service providers and others to keep your information strictly confidential and to use the information solely on our behalf and as directed by us, and we require them to protect this information as we would. We maintain physical, electronic and procedural safeguards to protect and safeguard your sensitive personal information.

**5. If you are an Internet user:**

To better serve you, our websites provide information about our products. When accessing our websites, please be sure to read the Privacy Notice that appears there.

DEDUCTIBLE WAIVER ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

12077 Honeysuckle Road  
Fort Myers, FL 33912

It is agreed and understood that for the premium charged Part II - PROPERTY, B. Payment of a Loss, Deductible is deleted and replaced with the following:

Deductible

The deductible shown on the Declarations Page is the amount of a covered loss you will pay for each occurrence. The deductible does not apply to a covered loss of more than \$50,000. This waiver of deductible does not apply to:

1. Special deductibles for wind, hurricane, hail or earthquake; or
2. Separate coverage deductibles contained within the Equipment Breakdown or Fraud Safeguard endorsements.

## CALL YOUR AGENT MONTHLY TO RE-EVALUATE YOUR HOMEOWNERS POLICY!

As respects the following location(s):

12077 Honeysuckle Road

Fort Myers, FL 33912

**YOUR HOMEOWNERS INSURANCE POLICY DOES NOT PROVIDE COVERAGE FOR PROPERTY DAMAGE CAUSED BY FLOOD**

**Flood** means:

1. A general and temporary condition of partial or complete inundation of normally dry land area from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
  - c. **Mudflow.** **Mudflow** means a river of liquid and flowing mud occurring on level or near-level surfaces of normally dry land areas that have not been affected by **landslide**, as when earth is carried by a current of water. Other earth movements, such as **landslide**, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**. **Landslide** means the rapid movement of a mass of soil downslope along a curved or planar failure surface, without deformation of the soil structure.
2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in 1.a. above.

If you are interested in purchasing Flood Coverage on the residence(s) listed above, your agent or broker can facilitate this purchase on your behalf. For further information, please contact your agent or broker.

FLORIDA STATEMENT REGARDING FLOOD INSURANCE COVERAGE  
FOR HOMEOWNERS POLICY

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

FLOOD COVERAGE

YOUR HOMEOWNERS INSURANCE POLICY DOES NOT COVER  
PROPERTY DAMAGE FROM FLOODS\*. A SEPARATE POLICY  
OF FLOOD INSURANCE MAY BE AVAILABLE TO COVER FLOOD  
DAMAGE FOR AN ADDITIONAL PREMIUM FROM THE FEDERAL  
GOVERNMENT. TO OBTAIN FURTHER INFORMATION  
REGARDING THIS COVERAGE, PLEASE CALL THE NATIONAL  
FLOOD INSURANCE PROGRAM AT 1-800-675-6122.

\* FLOOD IS DEFINED AS A GENERAL AND TEMPORARY  
CONDITION OF PARTIAL OR COMPLETE COVER OF  
LAND OR WATER.

AND INCLUDES BUT IS NOT LIMITED TO:

\* THE UNUSUAL AND RAPID ACCUMULATION OR  
RUNOFF OF SURFACE WATERS FROM ANY SOURCE;



**NOTICE OF AVAILABILITY OF ADDITIONAL REBUILDING TO CODE  
(LAW AND ORDINANCE) COVERAGE  
FLORIDA**

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**THIS NOTICE OF AVAILABILITY PROVIDES YOU WITH THE OPTION TO PURCHASE  
ADDITIONAL REBUILDING TO CODE (LAW AND ORDINANCE) COVERAGE.**

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Rebuilding to code (law and ordinance) coverage is an important coverage that provides extra expenses to obey any law or ordinance that regulates the repair, rebuilding or demolition of damaged property caused by a covered loss.

Florida law requires that Homeowner policies offer additional coverage to meet applicable laws and ordinances limited to either 25% or 50% of the dwelling limit, as selected by the policyholder, and such coverage shall apply only to repairs of the damaged portion of the structure unless the total damage to the structure exceeds 50% of the replacement cost of the structure.

Your policy provides law and ordinance coverage of up to 30% of the amount of dwelling coverage shown on the Declarations Page. In order to comply with Florida law, this Notice of Availability provides you with the option to purchase an additional 20% of the amount of dwelling coverage shown on the Declarations Page.

Please note that this additional law and ordinance coverage option does not apply to tenant, condominium or cooperative policies.

To purchase such additional law and ordinance coverage, please contact your insurance agent. Please note that additional premium will be applied to your policy if you select this additional law and ordinance coverage.

The amount payable under this policy shall be determined by the terms of the policy and the amount of the loss sustained by the insured.

**SCHEDULE**

	Limit of Insurance	Deductible
Loss: Embezzlement of Money	\$30,000 (each event) \$50,000 (each insured annual aggregate)	\$0.00
Loss: Forgery	\$2,500 (each insured) \$2,500 (each insured annual aggregate)	No deductible applies
Stolen Identity Event	\$30,000 (each event) \$30,000 (each insured annual aggregate)	No deductible applies

It is agreed and understood that PART I - DEFINITIONS has been amended to include the following:

Forgery means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose. Forgery will result directly from forgery of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in money that are:

- A. Made or drawn by or drawn upon you or a family member; or
- B. Made or drawn by one acting as you or a family member's agent; or that are purports to have been so made or drawn.

Loss of embezzlement means:

- a. A telegraphic, electronic, radio, teletype, teletransmission, telephone, computer, or magnetic tape instruction which purports to have been transmitted by you or a family member, but which was in fact fraudulently transmitted by someone else without your or a family member's knowledge or consent;
- b. A written instruction issued by you or a family member, which was forged or altered by someone other than you or a family member without your or a family member's knowledge or consent, or which purports to have been issued by you or a family member but was in fact fraudulently issued without your or a family member's knowledge or consent; or
- c. A loss or interference with the property of loss by someone other than you or a family member perpetrated in order to induce you or a family member to part with something of value.

Loss: Stolen Identity Event means the unauthorized use of a policyholder's identity, or stolen identity event in any form of misrepresentation.

Money means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Traveler's checks, sight checks and money orders.

Restoration services may be provided or performed in cooperation with a state attorney general, a state or federal law enforcement officer, who is not an employee of the Insurer, and other services included, but not limited to:

1. Providing you or a family member with a package of information which includes a description of the restoration process, educational articles, and guidance for avoiding future complications.
2. Notifying the three major credit bureaus and providing assistance with requesting that a fraud alert be placed on your or a family member's credit files and affected credit accounts.
3. Reviewing your or a family member's credit files with you or a family member to determine the accuracy of the file and potential areas of fraud.
4. Notifying as needed, your or a family member's affected creditors, financial institutions, credit card companies, utility providers, and merchants of the identity fraud.
5. Providing information to the Federal Trade Commission (FTC), and to other government agencies as appropriate.
6. When appropriate, providing assistance with obtaining and reviewing your Social Security Personal Earnings and Benefits Statement.
7. Creating and maintaining a case file to document the identity fraud.
8. When appropriate, providing other assistance we might reasonably be able to offer you or a family member on a case by case basis, as determined in our sole and absolute discretion.

We reserve the right to refuse or terminate the provision of restoration services where you or a family member is alleged to be committing fraud or other illegal acts, making untrue statements, or failing to perform your or the family member's portion of the recovery plan.

**Robbery** means the unlawful taking of property from the care and custody of a person, accomplished by force or threat of force.

**Seizure** means the taking of a non-negotiable instrument or value, or representing other money or property.

**Stolen identity event** means the illegal use of your or a family member's name, social security number, or other method of identity without permission.

It is agreed and understood that MACF (D-2-ART-1) has been amended to include the following:

#### FRAUD EXCLUSION

##### Insuring Agreements

###### A. Coverage Exclusions and Limits

We will pay you or a family member for loss of money, securities, or other property up to the applicable limits of insurance shown in the schedule, resulting directly from fraud, embezzlement, or seizure, restoration process, or a family member during the Policy Period. The coverage is not applicable a loss that occurs within 180 days from the end of the Policy Period.

###### B. 20% Deductible

We will pay you or a family member, up to the applicable Limits of Insurance shown in the schedule, for loss of money resulting directly from a robbery that occurs within 100 feet from an Automatic Teller Machine (ATM), immediately after withdrawing such monies from the same ATM. This coverage does not apply to any other loss of money or valuables in your or a family member's possession resulting from the robbery.

Special

...that a stolen identity event occurred... you will be responsible for the cost of the... if you do not recover... during the policy period.

Payment of Loss For a Stolen Identity Event

a. Costs

- 1. Costs incurred by you or a family member for or filing applications for loans, grants, other credit or debt instruments that are rejected solely because the lender received from any source indicated information as a result of a stolen identity event;
- 2. Costs for obtaining affidavits or other similar documents, long distance telephone calls, and postage reasonably incurred as a result of your or a family member's efforts to report a stolen identity event or amend or rectify records as to your or a family member's true name or identity as a result of a stolen identity event;
- 3. Costs incurred by you or a family member for a maximum of six (6) credit reports from an entity approved by us. The first credit report may not be requested until after the discovery of a stolen identity event;
- 4. Costs for contesting the accuracy or completeness of any information contained in a credit report following a stolen identity event;
- 5. Actual lost wages not to exceed \$10,000 that would have been earned in the United States, whether partial or whole days, for time reasonably and necessarily taken on work and away from your or a family member's work premises solely as a result of your or a family member's efforts to amend or rectify records as to your or a family member's true name or identity as a result of a stolen identity event. Actual lost wages include vacation days, discretionary days, floating holidays, and paid personal days but not for sick days or any cost arising from time taken from self-employment. Coverage is limited to wages lost within twelve (12) months after your or a family member's discovery of a stolen identity event and is limited also to the applicable Aggregate Limit of Insurance shown in the schedule.

b. Legal Costs

- 1. Costs for reasonable fees for an attorney appointed by us and related court fees, incurred by you or a family member with our consent for:
  - a. Any legal action brought against you or a family member by a creditor or collection agency or attorney acting on behalf of a creditor for nonpayment of goods or services or default on a loan as a result of a stolen identity event;
  - b. Recovery of any civil judgment, damages, or interest entered against you or a family member as a result of a stolen identity event;
  - c. Costs of defense for charges brought against you or a family member as a result of a stolen identity event.

c. Actual Cash Value of Stolen Identity Event

Actual Cash Value

...the actual cash value of the loss... you will be responsible for the cost of the... if you do not recover... during the policy period.

Special Limits of Insurance

- 1. We will only pay the amount of loss in excess of any applicable Deductible, up to the applicable limit of insurance shown in the schedule for that coverage.

...the amount of loss payable to the insured shall be the amount of loss payable to the insured less the amount of any deductible shown in the schedule.

- 4. The most we will pay each insured for all loss resulting from an ATM Robbery is the ATM Robbery each Insured Aggregate Limit shown in the schedule.
- 5. The most we will pay each insured for all loss resulting from an ATM Robbery is the ATM Robbery each Insured Aggregate Limit shown in the schedule.
- 6. All loss arising from continuous, repeated, or related fraud safeguard events will be treated as one fraud safeguard event.
- 6. The most we will pay for any loss is the applicable Limit of Insurance. If, however, a loss:
  - a) Exceeds the applicable Limit of Insurance; and
  - b) There is more than one insured person claiming a loss and
  - c) The combined loss is greater than the Limit of Insurance for any one insured person; and
  - d) The affected insured persons can reasonably demonstrate joint ownership of the money, securities, or other property;
    - we will pay each insured person up to the applicable Limit of Insurance for money, securities, or other property, until the loss is satisfied, but under no circumstance will we pay:
      - 1) more than the adjusted value of the money, securities, or other property; or
      - 2) each insured person for the same money, securities or other property, or portion thereof.
- 7. We will not pay for loss for any occurrence of fraud, embezzlement, or forgery until the amount of loss exceeds the Fraud, Embezzlement, or Forgery Deductible shown in the schedule. A separate Fraud, Embezzlement, or Forgery Deductible will apply to each insured.

We agreed and understand that PART III - LIABILITY, Exclusions, has been amended to include the following:

As respects Third Party Coverage provided by this endorsement:

This insurance does not provide coverage for liability, defense costs or any other cost or expense for:

**1. International Loss**

We do not cover any loss for any act committed in your or a family member's direction or with your or a family member's knowledge.

**2. Dishonest Acts**

We do not cover any loss arising out of any dishonest or criminal act by you or a family member.

...the amount of loss payable to the insured shall be the amount of loss payable to the insured less the amount of any deductible shown in the schedule.

We do not cover any loss arising out of any dishonest or criminal act by you or a family member.

**b. Business Or Professional Services**

We do not cover any loss arising out of a business or professional service engaged in by you or a family member.

7. **Investment Losses Due to Fraud**

We do not cover any loss due to fraud, including damage to personal property.

Examples include:

We do not cover any guarantee of the financial performance of any financial instrument or other investment.

8. **Identity Theft**

We do not cover any loss that is an indirect result of any fraud guard event including but not limited to:

- a) Your or a family member's inability to realize income that you would have realized had there been no loss or damage to money, securities, or other property.
- b) Payment of damages of any type for which you or a family member are legally liable, or
- c) Payment of costs, fees or other expenses you or a family member incur in establishing either the existence or the amount of loss under this endorsement other than those set forth under this endorsement.

9. **Legal Expenses**

Expenses related to any legal action, except as set forth in this endorsement related to a stolen identity event.

10. **Games of Chance**

Any loss resulting from any game of chance.

11. **Forgeries**

Any forgery other than financial, digital, or mechanical.

12. **Service Disputes**

Any loss arising out of any dispute or disagreement concerning the quality of goods or services unless the loss arises out of fraud, embezzlement, or forgery.

13. **Flat Fee Profit Organizations**

Any loss arising out of the giving of any contribution, donation, restricted gift, or payment of any fee to any Flat Fee Profit Organization.

14. **Investment Loss Due to Corporate Fraud**

We do not cover any loss due to any change in value of securities issued by a business where loss results directly or indirectly from or alleges or involves in any manner whatsoever, fraud, embezzlement or forgery by the business including but not limited to its Directors or Officers, which caused the securities

It is agreed and understood that PART IV - CONDITIONS has been amended to include the following:

A. **Loss of a Family Member's Assets as a Result of a Fraud Safeguard Event**

In the event of a loss of a family member's assets as a result of a fraud safeguard event:

- 1. Notify the police and appropriate law enforcement.
- 2. Provide us with a police report and a report that was submitted to the appropriate civil authorities.
- 3. Obtain a police report of the loss.
- 4. Take action to avoid future loss, including securing any residence, safeguarding your or a family member's assets and ending your or a family member's business relationship with any one responsible for a Fraud Safeguard Event.

1. We will not be liable for any loss of or damage to any property, including contents, which is not covered by this policy.

6. If requested, you or a family member will be required to provide information and documents, including but not limited to, any and all records, documents, books, notes, diaries, and other records, which may be reasonably required, about any matter relating to this insurance or your or a family member's claim, including inspection of your or a family member's books and records. In such event, your or a family member's statement containing your or a family member's answer will be signed;
7. You or a family member will provide a signed, sworn proof of loss or affidavit containing the information we request to investigate the claim. You or a family member will do this within thirty (30) days after our request. We will supply you or a family member with the necessary forms;
8. In the event of a credit card loss, in addition to all of the above, you or a family member will notify the credit card service company or the issuing bank immediately, but in no event no later than two (2) business days after discovery;
9. Upon discovery of an event of a loss involving an electronic fund transfer, in addition to all of the above, you or a family member will notify the service providers and financial institutions involved in the transfer immediately, but in no event no later than two (2) business days after discovery;
10. You or a family member must cooperate with us in investigating, evaluating and settling a claim and help us:
  - a) Enforce any legal rights you, a family member or we may have against anyone who may be liable to you or a family member;
  - b) Attend depositions, hearings and trials; and
  - c) Secure and give evidence, and obtain the attendance of witnesses, and
11. We reserve the right to request any other reasonable document or action of you or a family member.

## B. Valuation

### 1. Securities

In the event of a loss of securities, we may elect to pay you or a family member the cost of replacing such securities, determined by the market value at the time of such settlement. We will not be liable for more than the actual cash value of the securities at the close of business on the business day preceding the day on which the loss was discovered. If our payment is not sufficient to indemnify you or a family member in full for the loss of securities, our liability is limited to the replacement of or the payment for such securities whichever is less, but in no event will the payment be more than the applicable Limit of Insurance.

### 2. Foreign Currency

In the event of a loss of foreign currency, we will be liable for the United States dollar equivalent at the exchange rate published in the Wall Street Journal on the day of the discovery of the loss.

### 3. Other Property

In the event of loss of other property, we will not be liable for more than the actual cash value of the other property on the date of the discovery of the loss, or for more than the actual cost of replacement of such property with property or material of like quality and value.

## HURRICANE PROTECTIVE DEVICES

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location

12077 Honeysuckle Road

Fort Myers, FL 33912

It is agreed and understood that for a premium credit, **Part IV. CONDITIONS** is amended to include the following:

### **Hurricane Protective Devices**

You have indicated to us that your **residence** is equipped with hurricane protective devices. We acknowledge the necessity and benefit of storm shutters, plywood and other attachable coverings reported by you and used for protective purposes.

You agree to:

1. Maintain each storm shutter or other storm protective device in working order on all exterior glass and skylights of your **residence** ;
2. Close and secure all storm shutters or other storm protective devices beginning at the issuance of a hurricane watch or warning by the National Hurricane Center covering the area where your **residence** is located and remain secure until the National Hurricane Center discontinues the hurricane watch or warning;
3. Inform us promptly of the alteration, disablement, replacement, or removal of, or significant damage to, any storm shutter or other storm protective device; and
4. Inform us promptly of any alterations or additions to existing property owned by you or the construction of any new property owned by you at your **residence** .

If the storm shutters, plywood and other attachable coverings which were represented to us as being utilized for protective purposes are not maintained or applied properly, as stated above, in preparation for a hurricane loss, we reserve the right to discontinue the benefit of this endorsement, including any related premium credit or premium reduction.

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## INCREASED ENSUING FUNGI OR BACTERIA COVERAGE

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

12077 Honeysuckle Road  
Fort Myers, FL 33912

It is agreed and understood that:

**PART II - PROPERTY C. Additional Coverages** Ensuing Fungi or Bacteria, is deleted and replaced with the following:

Ensuing **Fungi** or Bacteria

We will pay up to \$50,000 in total for loss to your **house, contents** and **other permanent structures** caused by **fungi** or bacteria resulting from a covered loss, including:

1. The cost to remove, clean-up, remediate, contain, treat, detoxify, neutralize, **fungi** or bacteria;
2. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the **fungi** or bacteria;
3. The cost of testing or monitoring of air or property to confirm the absence, presence or level of **fungi** 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** or bacteria; and
4. Up to \$5,000 for the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your **residence** is uninhabitable. Payment will continue for the shortest period of time necessary to restore your residence to a habitable condition.

This is the most we will pay regardless of the number of occurrences, the number of locations insured, or the number of claims made. We will not make any additional payments for ensuing **fungi** or bacteria under any other Additional Coverage.

These payments do not increase the amount of coverage.

FD-302 (Rev. 1/2000)  
Department of Financial Services/Division of Consumer Services

The following checklist is for informational purposes only. Florida law prohibits this checklist from changing any of the provisions of the insurance contract which is the subject of this checklist. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be deemed to prevail.

Reviewing this checklist together with your policy can help you gain a better understanding of your policy's actual coverages and limitations, and may even generate questions. By addressing any questions now, you will be more prepared later in the event of a claim. Experience has shown that many questions tend to arise regarding the coverage of attached or detached screened pool enclosures, screened porches, and other types of enclosures. Likewise, if your policy insures a condominium unit, questions may arise regarding the coverage of certain items, such as individual heating and air conditioning units; individual water heaters; floor, wall, and ceiling coverings; built-in cabinets and counter tops, appliances; window treatments and hardware; and electrical fixtures. A clear understanding of your policy's coverages and limitations will reduce confusion that may arise during claims settlement.

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or [www.dfsc.com](http://www.dfsc.com).

This form was adopted by the Florida Financial Services Commission.

**Dwelling Structure Coverage (Place of Residence)**

Form FD-302 (Rev. 1/2000) - See Declarations Page      Loss Settlement Basis: Replacement Cost  
(not Replacement Cost, Actual Cash Value, Stated Value, etc.)

**Other Structures Coverage (Detached from Dwelling)**

Form FD-302 (Rev. 1/2000) - See Declarations Page      Loss Settlement Basis: Replacement Cost  
(not Replacement Cost, Actual Cash Value, Stated Value, etc.)

**Personal Property Coverage**

Form FD-302 (Rev. 1/2000) - See Declarations Page      Loss Settlement Basis: Replacement Cost  
(not Replacement Cost, Actual Cash Value, Stated Value, etc.)

**Auto Policy**

Form FD-302 (Rev. 1/2000) - See Declarations Page      All Policy (Other Than Hurricane). See Declarations Page

Y (Yes) indicates coverage is included; N (No) indicates coverage is not included.

Y	Fire (Lightning)
N	Firearm
N	Flammable Liquids (Auto Fuel)
Y	Windstorm or Hail (other than hurricane) unless excluded via PCHO WHC Wind or Hail Exclusion Endorsement
Y	Explosion
Y	Riot or Civil Commotion
N	Aerial
N	Vandalism
Y	Smoke
Y	Vandalism or Malicious Mischief
Y	Theft
Y	Falling Objects
N	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
N	Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
N	Volcanic Eruption
N	Sinkhole
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

Special limits and loss settlement exceptions may apply to certain items. Refer to your policy for details.

Loss of Use Coverage		
Coverage	Limit of Insurance	Time Limit
Items below marked Y (Yes) indicate coverage IS included; those marked N (No) indicate coverage is NOT included.		
Y	Additional Living Expenses	30% of Dwelling None
Y	Rent Rental Value	30% of Dwelling None
Y	Civil Authority Prohibits Use	30% of Dwelling 30 Days

Property - Additional/Other Coverages			
Item	Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
		Included	Additional
Y	Explos. Removal	Y	
Y	Explos. Removal	Y	
Y	Uninsured Automobile	Y	
Y	Credit and Financial and Theft	Y	
Y	Travel Expense (Travel Expense)		
Y	Uninsured Automobile	Y	
Y	Loss Assessment	Y	
Y	Collapse	Y	
Y	Glass or Safety Glazing Material	Y	
N	Landlord's Furnishings	N	
Y	Law and Ordinance	Y	
Y	Grave Markers	Y	
Y	Mold / Fungal	Y	

Details of Coverage (continued)

**Discounts**

(Items below marked Y (Yes) indicate  
discount IS applied, those marked  
N (No) indicate discount is NOT applied)

Factor of Amount of Discount

Y	Multiple Policy	
Y	Fire Alarm/ Smoke Alarm/ Burglar Alarm	
Y	Sprinkler	
Y	Windstorm Loss Reduction	
Y	Building Code Effectiveness Grading Schedule	
	Other	

**Insurer May Insert Any Other Property Coverage Below**

(Items below marked Y (Yes) indicate  
Coverage IS included, those marked  
N (No) indicate coverage is NOT  
Included)

Limit of Insurance

Loss Settlement Basis  
(i.e. Replacement Cost, Actual Cash  
Value, Stated Value, etc.)


**Personal Liability Coverage**

Limit of Insurance: \$ \_\_\_\_\_

**Medical Payments to Others Coverage**

Limit of Insurance: \$10,000

**Liability - Additional/Other Coverages**

(Items below marked Y (Yes) indicate  
Coverage IS included, those marked N  
(No) indicate coverage is NOT included)

Limit of Insurance

Amount of insurance is an additional  
amount of coverage or is included  
within the policy limit

			Amount of insurance is an additional amount of coverage or is included within the policy limit	
			included	Additional
Y	Claim Expenses		Y	
Y	First Aid Expenses		Y	
Y	Damage to Property of Others	\$1,000	Y	
Y	Loss Assessment	\$50,000	Y	

**Insurer May Insert Any Other Liability Coverage Below**

(Items below marked Y (Yes) indicate coverage IS included, those marked N (No)  
indicate coverage is NOT included)

Limit of Insurance


DECLARATION OF WORKING AGREEMENT

This document is a working agreement with the National Weather Service, which is not intended to be a contract. It is subject to change without notice and may be amended or modified at any time. It is subject to the terms and conditions of the policy it covers. It is not intended to be a contract and does not constitute an offer of insurance. It is not intended to be a contract and does not constitute an offer of insurance.

This document is subject to the following conditions:

1. This document is subject to the following conditions:

2. This document is subject to the following conditions:

Notwithstanding to the contrary, it is agreed and understood that Part B, B. Payment of a Loss, Item 3 Deductible is amended to include the following:

We will pay only that part of the total of hurricane loss to your **house, contents, and other permanent structures** including additional coverages that exceed the hurricane deductible stated on your Declarations Page. This deductible applies in the event of direct physical loss to property covered under this policy caused directly or indirectly by hurricane. Such deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss. No other deductible provision in the policy applies to direct physical loss caused by hurricane.

"Hurricane" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service which

- a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service,
- b. Continues for the period of time during which the hurricane conditions exist anywhere in Florida, and
- c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

The hurricane deductible will be applied on an annual basis to all hurricane losses that occur during the calendar year in any one of the policies issued by us to an AIG member company for the same insured location.

For each of our member companies, the hurricane deductible for a calendar year will be reduced by all deductible amounts applied toward any covered losses during the same calendar year for the same insured location. The deductible for a calendar year will be reduced by all deductible amounts applied toward any covered losses during the same calendar year for the same insured location. The deductible for a calendar year will be reduced by all deductible amounts applied toward any covered losses during the same calendar year for the same insured location.

If you have covered multiple losses for this location in a calendar year under more than one policy issued by us to an AIG member company, your hurricane deductible will be equal to the greatest dollar amount of any hurricane deductible in any one of the policies for this location.

You are required to report hurricane losses that are below the hurricane deductible in order to apply such hurricane losses to subsequent hurricane claims.

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## Important Information About Your Homeowners Insurance Policy

Dear Homeowner,

Two unprecedented back-to-back hurricane seasons — with eight hurricanes and five tropical storms — have caused tens of billions of dollars in insured damage. Predictions of more catastrophic hurricanes making landfall in the U.S. have triggered significant increases in insurance premiums to cover potential future losses. Enclosed is information regarding wind loss mitigation that will make your home more resistant to wind and help protect your family during a catastrophic event. In addition to reducing your hurricane wind premium by installing mitigation features, you may also reduce the likelihood of out of pocket expenses, such as your hurricane deductible, you may otherwise incur after a catastrophic event.

Sincerely,

AIG Private Client Group

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

**Your location** The closer you are to the coast, the more vulnerable you are to damage caused by hurricane winds and this makes your hurricane wind premium higher than it would be in an other part of the state.

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

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

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

to take advantage of the discounts. For more information on the discounts, visit [www.floridapolicy.com](http://www.floridapolicy.com). For more information on the discounts, visit [www.floridapolicy.com](http://www.floridapolicy.com). For more information on the discounts, visit [www.floridapolicy.com](http://www.floridapolicy.com).

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

Most homeowners will need a licensed or certified professional (general, residential or building contractor, building inspector, a registered architect, engineer or certified building code official) to inspect the home to identify potential mitigation measures and legally verify improvements. There may be other inspection professionals available. For a listing of individuals and/or Inspection Companies meeting these qualifications contact your insurance Agent.

Eligible homeowners can also apply for a free inspection through the new My Safe Florida Home Program by visiting [www.mysafefloridahome.com](http://www.mysafefloridahome.com) or calling toll-free 1-866-513-6734. To be eligible, Floridians must live in single family, site built homes.

### How much do these improvements cost?

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

Homeowners may be eligible for a matching grant up to \$5,000 through the My Safe Florida Home Program if they live at least 6 months out of the year in a single-family detached, site-built home that meets the following criteria:

- site built before March 1, 2002;
- has an insured value of \$300,000 or less;
- has a valid homestead exemption;
- is located in the wind-borne debris region; and
- has undergone a wind inspection.

Grant funds must be used for opening protections, which includes windows, skylights, cable vents, doors and garage doors, and the bracing of gable ends. To be eligible for a grant for opening protection, you must protect all openings identified by your wind inspection report as needing hurricane protection.

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium of **\$6,500** which is part of your total annual premium of **\$10,000**. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed above are not cumulative.

Roofing	Average/Max. Potential Discount Percent	Estimated Annual Premium (2017) Reduced by:
<p><u>Level Roofs (Flat or Gable or Hip)</u></p> <ul style="list-style-type: none"> <li>• Made to the Florida Building Code</li> <li>• Tumbled concrete Roof Deck</li> </ul> <p>If this feature is installed on your home you most likely will not qualify for any other discount.</p>	<p>Average: 5% Max: 9%</p> <p>Average: 17% Max: 31%</p>	<p>\$444 \$910</p> <p>\$1596 \$3120</p>
<p><u>How Your Roof is Attached</u></p> <ul style="list-style-type: none"> <li>• Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood</li> <li>• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood</li> <li>• Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood</li> </ul>	<p>None</p> <p>Average: 8% Max: 23%</p> <p>Average: 8% Max: 20%</p>	<p></p> <p>\$845 \$2275</p> <p>\$845 \$2795</p>
<p><u>Roof to Wall Connection</u></p> <ul style="list-style-type: none"> <li>• Using "One-Flat" - defined as 3 nails installed at an angle through the rafter and into the top plate</li> <li>• Using clips - defined as pieces of metal that are nailed into the side of the rafter and are fast to the side of the top plate or wall stud</li> <li>• Using Eagle Wrap - a single wrap that is attached to the side under bottom of the top plate and runs under the sheetrock</li> <li>• Using Eagle Wrap - a double wrap attached to the side under bottom of the top plate and runs under the sheetrock</li> </ul>	<p>None</p> <p>Average: 11% Max: 34%</p> <p>Average: 13% Max: 37%</p> <p>Average: 11% Max: 37%</p>	<p></p> <p>\$1105 \$3380</p> <p>\$1300 \$3730</p> <p>\$1300 \$3730</p>
<p><u>Hip Roofs</u></p> <ul style="list-style-type: none"> <li>• Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid)</li> </ul>	<p>Average: 9% Max: 31%</p>	<p>\$910 \$3055</p>

Description of Feature	Percentage Premium Reduction Percent	Estimated Annual Premium Savings Reduced by:
<p><u>Secondary Water Resistance (SWR)</u></p> <ul style="list-style-type: none"> <li>• SWR - defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off</li> <li>• No SWR</li> </ul>	<p>Average: 3% Max: 10%</p>	<p>\$260 \$1040</p>
<p><u>Shutters</u></p> <ul style="list-style-type: none"> <li>• None</li> <li>• Intermediate Type - shutters that are strong enough to meet half the old Miami-Dade building code standards</li> <li>• Hurricane Protection Type - shutters that are strong enough to meet the current Miami Dade building code standards</li> </ul>	<p>Average: 10% Max: 25%</p> <p>Average: 13% Max: 31%</p>	<p>\$1040 \$2470</p> <p>\$1300 \$3120</p>

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

**New Construction Discounts (Homes built in 2002 or newer)**

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) <sup>1</sup> is Reduced by:
<p>In addition to the two credits below, all homes built in 2002 or newer will receive a 68% new home discount on the hurricane-wind portion of your premium.</p>	<p>Minimum: 44%</p>	<p>\$4420</p>
<p><u>Shutters</u></p> <ul style="list-style-type: none"> <li>• None</li> <li>• Intermediate Type -shutters that are strong enough to meet half the old Miami-Dade building code standards</li> <li>• Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards</li> </ul>	<p>Average: 3% Max: 5%</p>	<p>\$260 \$520</p>
<p><u>Roof Shape</u></p> <ul style="list-style-type: none"> <li>• Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>• Other</li> </ul>	<p>Average: 3% Max: 7%</p>	<p>\$260 \$650</p>

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

Alternately and regardless of the year of construction if you meet the minimum fixtures and constructions requirements of the Florida Building Code you have the option to reduce your hurricane-wind deductible from 2% to 10%.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your agent or the company.

**Minimum Requirements for Roofing and Decking**

**General Information**

Contract #	Project Name	Contract Party
Address	City	Home Phone
State	Zip	Work Phone
County	City/County	Cell Phone
Insured Company	Policy #	
Year of Install	# of Owners	Email

**1. Roof Covering. Date of Installation:** \_\_\_\_\_

- At a minimum meets the 2001 Florida Building Code or the 1994 South Florida Building Code.
- Does not meet the above minimum requirements.
- Unknown or Undetermined.

**2. Roof Deck Attachment: What is the weakest form of roof deck attachment?**

- Plywood/OSB roof sheathing attached to the roof truss/rafter (spaced a maximum of 24" o.c.) by 6d nails spaced at 6" along the edge and 12" in the field. -OR- Batten decking supporting wood shakes or wood shingles. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that has an equivalent mean uplift resistance of 55 psf.
- Plywood/OSB roof sheathing with a minimum thickness of 1/2" attached to the roof truss/rafter (spaced a maximum of 24" o.c.) by 8d nails spaced 6" along the edge and 12" in the field. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that has an equivalent mean uplift resistance of 103 psf.
- Plywood/OSB roof sheathing with a minimum thickness of 3/4" attached to the roof truss/rafter (spaced a maximum of 24" o.c.) by 10d nails spaced 6" along the edge and 6" in the field. -OR- Dimensional lumber/Tongue & Groove decking with a minimum of 2 nails per board. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that has an equivalent mean uplift resistance of 132 psf.
- Reinforced concrete roof deck.
- Unknown, unidentified or no other code.

**3. Rafter/Wall Attachment: What is the weakest rafter/wall connection?**

- No Nail: Rafter/truss anchored to top plate of wall using nails driven at an angle through the rafter/truss and embedded in the top plate of the wall.
- Nail Only: Metal attachments on every rafter/truss that are nailed to one side (or both sides in the case of a pinpoint type clip) of the rafter/truss and attached to the top plate of the wall frame or embedded in the bond beam.
- Bond Beams: Metal Straps must be secured to every rafter/truss with a minimum of 3 nails, wrapping over and securing to the opposite side of the rafter/truss with a minimum of 1 nail. The Strap must be attached to the top plate of the wall frame or embedded in the bond beam in at least one place.
- Double Straps: Both Metal Straps must be secured to every rafter/truss with a minimum of 3 nails, wrapping over and securing to the opposite side of the rafter/truss with a minimum of 1 nail. Each Strap must be attached to the top plate of the wall frame or embedded in the bond beam in at least one place.

- Hip/Gable: "Hip" is the roof shape if the area of slope that is not over 12:12 is greater than the area of slope that is over 12:12. The gable roof system is not considered in this rating, particularly north-south.
- Hip Roof: Hip roof with no other roof shapes greater than 50% of any major wall length.
- Other: Any other roof shape or combination of roof shapes including hip, gable, flat, gambrel, mansard and other roof shapes.

5. **Gable End Bracing:** For roof structures that contain gables, please check the weakest that apply.

- Gable End(s) are NOT braced.
- Gable End(s) are braced at a minimum in accordance with the 2004 Florida Building Code.
- Not applicable, unknown or unidentified.

6. **Wall Construction Type:** Check all wall construction types for exterior walls of the structure and percentages for each:

- |   |        |  |        |
|---|--------|--|--------|
| <input type="checkbox"/> Wood Frame         | .....% | <input type="checkbox"/> Un Reinforced Masonry | .....% |
| <input type="checkbox"/> Reinforced Masonry | .....% | <input type="checkbox"/> Poured Concrete       | .....% |
| <input type="checkbox"/> Other              | .....% |  |        |

7. **Secondary Water Resistance (SWR):** (standard underlayments or hot mopped felts are not SWR)

- SWR: Self adhering polymer modified bitumen roofing underlayment **applied directly to the sheathing** or foam SWR Barrier (not foamed on insulation) applied as a secondary means to protect the dwelling from water intrusion.
- No SWR

8. **Opening Protection:** What is the weakest form of wind borne debris protection installed on the structure? (**Exterior openings** include, but are not limited to: windows, doors, garage doors, skylights, etc. Product approval may be required for opening protection devices without proper rating identification)

- Impact Resistant: **All exterior openings** are fully protected by a minimum with impact resistant coverings, impact resistant doors and/or impact resistant glazing that meets the requirements of one of the following for "Large Missile Impact":  
Miami Dade County DA 201, 202 and 203  
Florida Building Code FAS 201, 202 and 203  
ASTM E 1886 and ASTM E 1996 (Missile Level C - 9 lb)
- Limited: **All exterior openings** are fully protected at a minimum with impact resistant coverings, impact resistant doors and/or impact resistant glazing that meets the requirements of the following:  
Miami Dade County DA 201, 202 and 203  
Florida Building Code FAS 201, 202 and 203  
ASTM E 1886 and ASTM E 1996 (Missile Level C - 9 lb)
- Partially: **Only glazed openings** are covered with impact resistant coverings/products OR other coverings are present and dated before 1994 that cannot be identified as Miami/Dade or FBC product approved. This rating also applies to wood structural panels that do not meet the requirements of Section 1609 and Table 1609.1.4 of the 2004 FBC (2006 supplement).
- Wood Panels: Plywood/OSB meeting the requirements of Section 1609 and Table 1609.1.4 of the 2004 FBC (2006 supplement).
- None: One or more exterior openings are not covered with wind borne debris protection. This rating also applies to after-market window films.

**MITIGATION INSPECTIONS MUST BE PERFORMED BY A QUALIFIED INSPECTOR.**

For a listing of Individuals and/or Companies meeting these qualifications contact your Insurance Agent.

In my professional opinion, based on my knowledge, information and belief, I certify that the above listed statements are true and correct.

Inspector Name:	License Type:	License #:
Inspection Company:		Phone:
Inspector Signature:		Date:
Homeowner/Applicant Signature:		Date:

**\*This verification form is valid up to five (5) years provided no material changes have been made to the structure.**

has been approved by the Florida Department of Banking and Finance, and the Florida Department of Insurance.

It complies with the following conditions:

15077 Broadway Road Fort Myers, FL 33912

It is subject to the terms and conditions of the premium charged.

Part I - DEFINITIONS is amended to include the following definition:

**Sinkhole** means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A **sinkhole** may form by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

**Sinkhole Loss** means structural damage to the building, including the foundation, caused by **sinkhole activity**. Contents coverage shall apply only if there is structural damage to the building caused by **sinkhole activity**.

**Sinkhole Activity** means settlement or systematic weakening of the earth supporting a building only when such settlement or systematic weakening results from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Section 1000.01(1) - Additional Coverage is amended to include the following:

#### **Sinkhole Loss**

We will cover direct physical loss to your house or other permanent structure(s) or the contents of either arising out of **sinkhole activity**. This includes the costs incurred to stabilize the land and building, as well as repair of the foundation.

We may provide a professional engineer or a professional geologist to conduct testing of the building to verify the coverage. If a sinkhole loss is verified, we will pay for the cost of such testing, including any cost for the foundation or encroachment with the recommendations of the engineer and/or geologist with the policyholder, subject to the amount stated in the policy.

#### **Neutral Evaluation**

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for stabilizing the land and building and foundation repairs, or if we deny your claim, either party may file a request with the Florida Department of Financial Services (the Department) for neutral evaluation in accordance with the rules established by the Department. In this event, you and

...to the extent that the Department of Energy and Environment (DEE) is involved in the Department of Energy and Environment's (DEE) mediation and appraisal process. The mediation and appraisal process shall be held within 45 days after receipt of the report by the Department. The recommendation of the neutral evaluator will not be binding on you or us. We will pay the costs associated with the neutral evaluation. The Mediation and Appraisal conditions do not apply to disputed sinkhole claims.

### Legal Action Against Us

No action shall be brought against us unless the **insured person** has complied with this policy's provisions, nor until final judgment or agreement has set the amount on the **insured person's** legal obligation with us. You also agree to bring any action against us within five (5) years after a loss occurs, except that the time for bringing any action against us is extended for a period of 60 days following the conclusion of the neutral evaluation process or 5 years, whichever is later. No one has the right to join us in any action against any **insured person**.

Part II. PROPERTY, D. Exclusions, Earth Movement is deleted and replaced with the following:

### Earth Movement

We do not cover any loss to your **house or other permanent structures** caused by earth movement, including volcanic eruptions, landslides, mudflows, and the sinking, rising, or shifting of land. We do insure ensuing covered loss due to theft, fire, glass, burglary or explosion unless a other exclusion applies. This exclusion does not apply to loss caused by sinkhole activity.

## IMPORTANT NOTICE

### MANDATORY HURRICANE COVERAGE DEDUCTIBLE

As respects the following location:

12077 Honeysuckle Road

Fort Myers, FL 33912

Your policy includes a separate deductible for losses due to the peril of hurricane. We will pay only that part of the total that exceeds the hurricane deductible stated in your Declarations Page. This deductible applies in the event of direct physical loss to property covered under this policy caused directly or indirectly by hurricane. The hurricane deductible will be applied on an annual basis to all hurricane losses that occur during the calendar year in any of the policies issued by us or an AIG member company for the same insured location.

If your hurricane deductible is referenced as a percentage, then the dollar amount of your hurricane deductible is calculated by multiplying the specific percentage by the coverage limit for your **house** for this location listed in your Declarations Page.

For second and subsequent covered hurricane losses occurring in the same calendar year, the dollar amount of the hurricane deductible will be reduced by all hurricane deductible amounts applied toward prior covered hurricane losses during the same calendar year for the same insured location. The greater of the remaining hurricane deductible or the all other peril deductible will apply. The all other peril deductible will not be waived for a covered loss greater than \$50,000.

If you have covered hurricane losses for this location in a calendar year under more than one policy issued by us or an AIG member company, your hurricane deductible will be equal to the greatest dollar amount of any hurricane deductible in any one of the policies for this location.

You are required to report hurricane losses that are below the hurricane deductible in order to apply such hurricane losses to subsequent hurricane claims.

In the event there is a hurricane loss (or losses) during a calendar year and a lower hurricane deductible is then purchased under the new or renewal policy in the same calendar year, the lower hurricane deductible will not apply until January 1 of the following calendar year.

FRAUD WARNING - FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a claim or an application containing any false, incomplete, or misleading, information is guilty of a felony of the third degree.