



ASSURANT®

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

03/15/18

ARPIT PARIKH
C501
2400 VIRGINIA AVE NW
WASHINGTON DE 20037

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

Re: Insured: ARPIT PARIKH
Policy Number: RL 1486744

Dear Valued Customer:

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

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

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

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

Manage Your Policy at: www.myassurantpolicy.com

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

Thank you for allowing us the opportunity to serve you!

Insurance Service Center

AREA ID: ML

AMERICAN BANKERS INSURANCE COMPANY

OF FLORIDA

11222 Quail Roost Drive, Miami, FL 33157-6596

NEW DECLARATION * * * * * EFFECTIVE 04/07/18
12.01 AM, STANDARD TIME AT YOUR MAILING ADDRESS
SHOWN BELOW.

CERTIFICATE NUMBER	CERTIFICATE PERIOD FROM TO		CERTIFICATE TYPE	GROUP POLICY NUMBER	AGENCY
RL 1486744	04/07/18	04/07/19	RESIDENTS LIABILITY PROGRAM	460	0U57009
CERTIFICATEHOLDER (Name and Mailing Address)			POLICYHOLDER (Name and Address)		
ARPIT PARIKH C501 2400 VIRGINIA AVE NW WASHINGTON DE 20037			GATES, HUDSON & ASSOCIATES, INC 3020 HAMAKER COURT, SUITE 301 FAIRFAX VA 22031		

INSURED RESIDENCE PREMISES (If different than mailing address)

1600 S EADS ST

APT 228N

ARLINGTON VA 22202

In return for the payment of the premium, and subject to all terms of this Certificate, we agree with you to provide Insurance as stated in this Certificate.

SUMMARY OF COVERAGES:

Type of Coverage -----	Maximum Limit of Liability -----
Bodily Injury and Property Damage Liability	\$100,000 per occurrence
Medical Payments to Others	\$1,000 per person
GROSS PREMIUM	\$129.00
TOTAL ANNUAL PREMIUM:	\$129.00

INTERESTED PARTY:

CRYSTAL TOWERS

1600 S EADS ST

ARLINGTON VA 22202

Form Numbers of Coverage Forms, Endorsements and other forms that are part of this Certificate.

Printed form numbers. (AJ9281CKK-0609, AL8292EPC-0613, NIP1982-0213 , N1543-0206)

THIS CERTIFICATE PROVIDES LIMITED LIABILITY COVERAGE FOR OCCURRENCES ON THE INSURED LOCATION

NOTICE TO CERTIFICATEHOLDER:

THIS POLICY DOES NOT INCLUDE PROPERTY COVERAGE FOR YOUR PERSONAL BELONGINGS.

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

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ADDITIONAL CERTIFICATEHOLDER:
ARPIT PARIKH

**NOTICE OF INSURANCE INFORMATION PRACTICES
CONSUMER RIGHTS**

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

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

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

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

Access to recorded personal information

Upon your written request and submission of proper identification:

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

Request to correct, amend, or delete recorded personal information

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

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

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

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

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

Disclosure of personal or privileged information

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

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

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

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

AMERICAN BANKERS INSURANCE COMPANY

OF FLORIDA

Administrative Office: 260 Interstate N. Circle, NW, Atlanta, GA 30339-2111 (770) 763-1000

Home Office: Miami, FL

IMPORTANT INFORMATION TO POLICYHOLDERS/CERTIFICATEHOLDERS VIRGINIA

In the event you need to contact someone about this Policy/Certificate for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this Policy/Certificate at the following address and telephone number:

American Bankers Insurance Company of Florida
11222 Quail Roost Drive
Miami, Florida 33157
Telephone: (305) 253-2244
Toll-free calls: 1-800-852-2244

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Property and Casualty Division
Bureau of Insurance
P.O. Box 1157
Richmond, Virginia 23218
In state toll-free calls: 1-877-310-6560
Out-of-state calls: 1-804-371-9185

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, please have your Policy/Certificate number available.

American Bankers Insurance Company of Florida

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

RESIDENTS LIABILITY PROGRAM MANDATORY AMENDATORY ENDORSEMENT VIRGINIA

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

DEFINITIONS

Under item 5., the following is added:

- d. With respect to PROPERTY DAMAGE LIABILITY, any person residing at the **insured location** but only if that person is listed on the lease that applies to the **insured location**.

CONDITIONS

CANCELLATION & NONRENEWAL is deleted and replaced with the following:

CANCELLATION & NONRENEWAL

- a. **You** may cancel this certificate at any time by returning it to **us** or by notifying **us** in writing of any future date cancellation is to take effect or the date **your** lease terminates and **you** no longer reside at the **insured location**. The **Group Policyholder** may request cancellation of this certificate if **your** lease terminates and **you** no longer reside at the **insured location**.
- b. If this certificate has been in effect for less than ninety (90) days and is not a renewal of a certificate **we** previously issued, **we** may cancel this certificate for:
 - (1) nonpayment of premium by giving **you** fifteen (15) days written notice; or
 - (2) any other reason by giving **you** forty-five (45) days written notice.
- c. If this certificate has been in effect for ninety (90) days or more or is a renewal of a certificate **we** previously issued, **we** may cancel this certificate for:
 - (1) nonpayment of premium by giving **you** fifteen (15) days written notice; or
 - (2) any of the following reasons by giving **you** forty-five (45) days written notice:
 - (a) Conviction of a crime arising out of acts increasing the probability that a peril insured against will occur;

- (b) Discovery of fraud or material misrepresentation by:

- (i) **You** or **your** representative in obtaining this certificate; or
- (ii) **You** or **your** representative in pursuing a claim under this certificate.

- (c) Willful or reckless acts or omissions increasing the probability that a peril insured against will occur as determined from a physical inspection of the insured premises; or

- (d) Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.

- d. **We** will state the reason for cancellation or nonrenewal on the written notice.

Any pro-rata premium due **you** will be refunded within a reasonable time after the cancellation takes effect.

- e. **We** may elect not to renew this certificate for any reason by giving **you** at least forty-five (45) days written notice to be effective at the next anniversary or expiration date of this certificate, whichever is first.

We are not required to send notice of nonrenewal in the following situations:

- (1) If the transfer or renewal of a certificate, without any changes in terms, conditions, or rates, is between **us** and a member of **our** insurance group.
- (2) If the certificate has been extended for ninety (90) days or less, if notice of **our** intent not to renew the certificate has been given prior to the expiration of the certificate.
- (3) If **you** have obtained replacement coverage, or if **you** have agreed, in writing, within sixty (60) days of the termination of the certificate, to obtain that coverage.

- (4) If the certificate is for a period of no more than sixty (60) days and **you** are notified at the time of issuance that it will not be renewed.
 - (5) If **you** request a change in terms, conditions, or risk covered by the certificate within sixty (60) days of the end of the certificate term.
 - (6) If **we** have made a written offer to **you** at least sixty (60) days before the certificate expiration to renew the certificate under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.
- f. Certificates will remain in force until expiration in the event the group policy is cancelled.
 - g. Notice of cancellation or nonrenewal will be mailed to the **certificateholder** at the mailing address shown in the Declarations. Notice to the **certificateholder** named on the Declarations Page will serve as notice to any additional **certificateholder** residing at that location.
 - h. **We** will mail the notice of cancellation or nonrenewal to the **certificateholder** by registered or certified mail or by

certificate of mailing, for which **we** will obtain a written receipt from the United States Postal Service showing the **certificateholder's** name and address as shown in the Declarations.

LEGAL ACTION AGAINST US is deleted and replaced with the following:

ACTION AGAINST US

No legal action can be brought against **us**:

- (1) Unless there has been full compliance with all the terms of this certificate; and
- (2) Until the obligation of the **certificateholder** has been determined by final judgment or by agreement signed by **us**. If the amount of the obligation is returned unsatisfied, legal action may then be maintained against **us** for the amount of the obligation that does not exceed the limits of applicable coverage under this Certificate.
- (3) No person or organization has any right under this Certificate to join **us** as a party to any legal action against the **certificateholder**.

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**

A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

RESIDENTS LIABILITY PROGRAM

CERTIFICATE OF INSURANCE

INTRODUCTION

We encourage **you** to read this and all attached documents. For **your** convenience refer to the Table of Contents for some of the more frequently referenced subjects.

Words and phrases in bold type have the meaning given them in the DEFINITIONS section. Refer to the Table of Contents.

For the applicable limits of insurance refer to the Declarations Page.

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AGREEMENT

We will provide insurance described in this Certificate in return for the premium and **your** compliance with all provisions of this Certificate including endorsements.

DEFINITIONS

Certain words or phrases which are printed in **bold** type in this certificate are defined as follows:

1. **Accident** means an undesigned, unexpected and rapidly occurring event.
2. **Aircraft** means any conveyance used or designed for navigation of or flight in the air.
3. **Bodily Injury** means bodily harm, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **Business** means:
 - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in items (2) through (4) below, for which no **certificateholder** receives more than \$2,000 in total compensation for the 12 months before the beginning of the certificate period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of a **certificateholder**.
5. **Certificateholder** means **you** and:
 - a. The following resident(s) of **your** household:
 - (1) Spouse;
 - (2) **Your** relatives; and
 - (3) Any other person under the age of 21 who is in the care of any person named in 5.a.(2) above.
 - b. If the entity named on the Declarations Page is a **business** entity, **certificateholder** means any person while residing at the **insured location** with the permission of the **certificateholder**.
 - c. With respect to any vehicle to which this certificate applies:
 - (1) Any person while engaged in **your** employment or the employment of any person included in Definitions;
 - (2) Any other person using the vehicle at an **insured location** with **your** permission.
6. **Insured Location** means the building where **you** reside including any storage unit or enclosed and secured garage furnished for **your** exclusive residential use, and including any common areas within the rental premises owned by the Policyholder shown on the Declarations Page.
7. **Group Policyholder** means the owner or property manager of the **insured location** and to whom the Group Policy was issued.
8. **Motor vehicle** means any motorized land conveyance and any trailer while being towed including their parts, equipment and accessories whether or not the parts, equipment and accessories are in or upon the **motor vehicle**.

For the purposes of this certificate, the following are not included in the definition of **motor vehicles**;

 - a. While used at the **insured location**, vehicles used by any **certificateholder** which are designed for recreational use off public roads and which are not subject to **motor vehicle** registration.
 - b. Vehicles not designed for travel on public roads and not subject to **motor vehicle** registration designed exclusively for assisting the handicapped or for the maintenance of an **insured location**.
9. **Occurrence** means an **accident** including exposure to conditions or repeated exposure to the same harmful conditions, which occurs at the **insured location** during the certificate term.
10. **Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following acts.
 - a. False arrest, detention or imprisonment.
 - b. Malicious prosecution.
 - c. Wrongful eviction of a person from premises that the person occupies.
 - d. Oral or written publication of material that slanders or libels a person or organization,
 - e. Oral or written publication of material that violates a person's right of privacy.
11. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
12. **Property damage** means physical damage to tangible property including resulting loss of use of that property which occurs at the **insured location** and during the certificate period.
13. **Watercraft** means any vessels which are propelled by engine power or electric motor or are sailing vessels, whether owned by or rented to a **certificateholder**.
14. **We, us** and **our** refer to the Company providing this insurance.
15. **You** and **your** refer to the person(s) shown on the Declarations Page as **certificateholder**.

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

We will pay all sums that any **certificateholder** becomes legally obligated to pay as damages because of an **occurrence** which results in **bodily injury** or **property damage** to which this certificate applies, except as excluded below.

This certificate applies only to **bodily injury** or **property damage** to others:

1. Caused by an **occurrence**; and
2. Occurring while this certificate is in effect; and
3. Occurring on the **insured location**.

We have the right and duty to defend any such claim or suit seeking covered damages. We may investigate and settle any claim or suit at our discretion but:

1. The most we will pay for the sum of all damages to which this certificate applies as a result of any one **occurrence** is the maximum

limit of liability shown on the Declarations Page, regardless of the number of:

- a. **Certificateholders**.
- b. Claims made or suits brought.
- c. Persons or organizations making claims or bringing suits.
- d. Coverages applicable.

All **bodily injury** or **property damage** resulting from any one accident including continuous or repeated exposure to the same harmful conditions shall be considered to be the result of one **occurrence**.

2. Our right and duty to defend ends when we have exhausted the applicable limit of liability in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under MEDICAL PAYMENTS TO OTHERS OR SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES.

EXCLUSIONS

This certificate does not apply to:

1. **Bodily injury** or **property damage** arising out of **business** pursuits of any **certificateholder** except activities which are ordinarily incidental to non-**business** pursuits.
2. **Bodily injury** or **property damage** arising out of rendering of or failing to render professional services.
3. **Bodily injury** or **property damage** arising out of any premises owned by or rented to any **certificateholder** which is not an **insured location**.
4. **Bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use, loading, unloading or entrustment of any **motor vehicle**, **watercraft** or **aircraft**.
5. **Bodily injury** or **property damage** arising out of any contract or agreement. However, this exclusion does not apply to written contracts that directly relate to the ownership, maintenance or use of an **insured location**, unless excluded elsewhere in the policy.
6. **Bodily injury** or **property damage** arising out of nuclear reaction or nuclear radiation or radioactive contamination all whether controlled or uncontrolled or however caused, or due to any consequence of any of these.
7. **Bodily injury** or **property damage** sustained by any **certificateholder**.
8. **Bodily injury** or **property damage** which is intended or expected by any **certificateholder** whether or not the resulting damage was intended or expected.
9. **Bodily injury** or **property damage** caused by any willful act of any **certificateholder**,

regardless of whether the outcome was intended or expected.

10. **Bodily injury** or **property damage** arising out of the willful violation of a penal statute or ordinance committed by or with the consent of any **certificateholder**.
11. Any obligation of any **certificateholder** arising out of fraud or any other criminal acts committed by any **certificateholder**.
12. **Bodily injury** or **property damage** arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.
13. Any loss, cost or expense arising out of any governmental direction or request that requires any **certificateholder** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
14. **Bodily injury** arising out of communicable disease of any kind transmitted by any **certificateholder** including sexually transmitted disease.
15. **Bodily injury** arising out of sexual molestation, corporal punishment or abuse of any person.
16. **Bodily injury** to:
 - a. an employee of any **certificateholder** arising out of and in the course of employment by any **certificateholder**; and

- b. the spouse, child, parent, brother or sister of an employee as a consequence of an injury to that employee.

This exclusion applies whether or not any **certificateholder** may be liable as an employer or in any other capacity. It also applies to any obligation to share damages with or repay someone else who must pay damages because of the injury.

- 17. **Property damage** to property owned by any **certificateholder**.
- 18. **Property damage** to property rented to, occupied by or used by or in the care, custody or control of any **certificateholder** unless caused by fire, smoke, explosion or water damage.
- 19. **Property damage** to the **insured location** you have sub-let, given away or abandoned if the **property damage** arises out of any part of those premises.
- 20. Any obligation of any **certificateholder** under a workers compensation, disability benefits or unemployment compensation law or any similar law or benefits voluntarily provided by any **certificateholder**.
- 21. Any amount payable by any **certificateholder** to others as a result of a punitive or exemplary damages judgment.
- 22. **Bodily injury** or **property damage** to any **certificateholder** and to others caused by or resulting from mold, mildew or other fungi. There is no coverage for any loss or damage

involving in any way the actual or potential presence of mold, mildew or other fungi and their secretions of any kind whatsoever, whether occurring independently or if directly or indirectly caused by or resulting from a covered **occurrence**.

We will not pay for any loss, cost or expense that **you** may incur in testing for, monitoring, removing, treating, or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever. We do not cover any loss consisting of, caused by, contributed to, or aggravated by mold, mildew or other fungi.

We will not defend or indemnify **you** or any **insured** with respect to any claim or lawsuit seeking such damages.

- 23. **Bodily injury** or **property damage** arising out of or in connection with any home day care service.
- 24. **Bodily injury** or **property damage** arising out of any legal action brought against the **certificateholder** for violation of any local or state ordinances.
- 25. **Personal injury**.
- 26. Any obligation of the **certificateholder** for any loss assessment charged against **you** as a member of an association, corporation or community of property owners.

MEDICAL PAYMENTS TO OTHERS

We will pay medical and funeral expenses which result from **bodily injury** caused by an **accident** provided that:

- 1. The **accident** takes place while the **certificate** is in effect; and
- 2. The **accident** takes place at the **insured location**; and
- 3. The expenses are incurred and reported to **us** within three (3) years of the date of the **accident**.

The most **we** will pay for medical and funeral expenses as provided under MEDICAL PAYMENTS TO OTHERS for any one **accident** is the Medical Payments To Others limit shown on the Declarations Page.

EXCLUSIONS

This Medical Payments to Others coverage does not apply to medical payments expenses resulting from **bodily injury** to any person:

- 1. Who is a **certificateholder**.
- 2. Who is a tenant or an employee of a tenant of any **certificateholder**.
- 3. Who is an employee of any **certificateholder**, if benefits for the **bodily injury** are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- 4. Who is injured due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, riot, rebellion or revolution.
- 5. To whom the **certificateholder** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.
- 6. Whose injuries arise out of the ownership, maintenance, use or entrustment to others of any **aircraft**, **motor vehicle**, or **watercraft** owned or operated by or rented or loaned to any **certificateholder**. Use includes loading or unloading.
- 7. Whose injuries arise out of any **business** activities conducted by any **certificateholder**.
- 8. Whose injuries arise from the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**.
- 9. Who suffers **bodily injury** from any nuclear reaction, nuclear radiation or radioactive contamination however caused, nor to any consequence of any of these.
- 10. **Bodily injury** to any **certificateholder** and to others caused by or resulting from mold, mildew or other fungi. We will not pay for any loss, cost or expense that **you** may incur in

testing for, monitoring, removing, treating, or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever. **We** do not cover any loss consisting of, caused by,

contributed to, or aggravated by mold, mildew or other fungi. **We** will not defend or indemnify **you** or any insured with respect to any claim or lawsuit seeking such damages.

SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES

1. With respect to any claim or suit to which this insurance applies and **we** defend under this certificate, **we** will pay in addition to the limit of insurance shown on the Declarations Page:
 - a. Expenses **we** incur.
 - b. The premium for bonds to release attachments but only for bond amounts within the Personal Liability limit of insurance shown on the Declarations Page. **We** do not have to furnish or obtain these bonds.
 - c. Reasonable expenses incurred by the **certificateholder** at **our** request to assist **us** in the investigation or defense of the claim or suit including actual loss of earnings of up to \$100 a day because of time off from work.
 - d. Costs taxed against the **certificateholder** in the suit.
 - e. Pre-judgement interest awarded against the **certificateholder** on that part of the judgment we pay. If **we** make an offer to pay the applicable limit of insurance, **we** will not pay any pre-judgement interest based on that period of time after the offer.
 - f. Interest on the full amount of any judgement that accrues after entry of the

judgement and before we have paid, offered to pay, or deposited in court the part of the judgement that is within the applicable limit of insurance.

- g. **Our** duty to defend ends when **we** have exhausted the applicable limit of insurance in the payment of judgements or settlements.
2. Expenses for first aid to others incurred by any **certificateholder** for **bodily injury** to others covered by this certificate up to \$250 per **occurrence**.
3. Up to \$1,000 for damage to property of others caused by any **certificateholder** per **occurrence**. **We** will not pay under this additional coverage:
 - a. For damage arising out of any waterbed owned or used by any **certificateholder**.
 - b. For damages to property owned by, rented to, occupied by, used by or in the care, custody or control of any **certificateholder**, any **certificateholder's** tenant or any resident of your household.
 - c. For damage caused intentionally by any **certificateholder** age 13 or older.
 - d. For damage arising out of **business** pursuits or out of the ownership, maintenance or use of any **aircraft, watercraft or motor vehicle**.

CONDITIONS

SEPARATION OF INSURED

This insurance applies separately to each **certificateholder**. **Our** limit of liability is not increased by this **occurrence**.

PAYMENT OF CLAIM - MEDICAL PAYMENTS TO OTHERS

Payment under this coverage is not an admission of liability by any **certificateholder** or by **us**.

BANKRUPTCY

Bankruptcy or insolvency of any **certificateholder** or any **certificateholder's** estate will not relieve **us** of **our** obligation.

DUTIES OF AN INJURED PERSON - MEDICAL PAYMENTS TO OTHERS

The injured person or someone acting on behalf of the injured person shall:

- a. Give **us** written proof of claim as soon as reasonable.

- b. Execute authorization to allow **us** to obtain copies of medical reports and records.

- c. Submit to physical examination by a physician selected by **us** when and as often as **we** reasonably require.

YOUR DUTIES IN THE EVENT OF AN OCCURRENCE, ACT, CLAIM OR SUIT

- a. **You** must promptly notify **us** of an incident or event that may result in a claim. Notice shall include:
 - (1) How, when and where the incident or event took place.
 - (2) The names and addresses of any injured person and witness.
- b. If a claim is made or suit is brought against any **certificateholder**, **we** must be promptly notified in writing. **You** and any other involved **certificateholder** must:
 - (1) Immediately send **us** copies of any demands, notices, summonses or

- other legal papers received in connection with the claim or suit.
- (2) Authorize **us** to obtain records and other information.
- (3) Cooperate with **us** in the investigation, settlement and defense of the claim or suit.
- (4) Assist **us**, upon **our** request, in the enforcement of any right against any person or organization that may be liable to any **certificateholder** because of injury or damage to which this certificate may also apply.
- c. No **certificateholder** shall, except at the **certificateholder's** own cost, make a payment, assume any obligation or incur any expense, other than for first aid, without **our** consent.

CERTIFICATE TERM

This certificate applies only to an **occurrence** which results in **bodily injury** or **property damage** which occurs during the **certificate** term.

CONCEALMENT, MISREPRESENTATION OR FRAUD

Coverage will not be provided if any **certificateholder**, whether before or after a loss, has intentionally concealed or misrepresented any material fact or circumstance or made false statement or engaged in fraudulent conduct relating to this certificate, as reflected on the certificate declarations page.

LIBERALIZATION CLAUSE

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

WAIVER OR CHANGE OF PROVISIONS

A waiver or change of any provision of this certificate must be in writing by **us** to be valid.

CANCELLATION & NONRENEWAL

- a. **You** may cancel this certificate at any time by returning it to **us** or by notifying **us** in writing of any future date cancellation is to take effect or the date **your** lease terminates and **you** no longer reside at the **insured location**.
- b. If this certificate has been in effect for sixty (60) days or less and is not a renewal of a certificate **we** previously issued, **we** may cancel this certificate for:
 - (1) non-payment of premium by giving **you** fifteen (15) days written notice; or

- (2) any other reason by giving **you** sixty (60) days written notice.
- c. If this certificate has been in effect for more than sixty (60) days or is a renewal of a certificate **we** previously issued, **we** may cancel this certificate for:
 - (1) non-payment of premium by giving **you** fifteen (15) days written notice; or
 - (2) any of the following reasons by giving **you** sixty (60) days written notice:
 - (a) Discovery of fraud or material misrepresentation by:
 - (i) **You** or **your** representative in obtaining this certificate; or
 - (ii) **You** or **your** representative in pursuing a claim under this certificate.
 - (b) A judgement by a court or an administrative tribunal that **you** have violated a Federal law or law of the state in which the **insured location** is located. The judgment must have as one of its necessary elements an act which materially increases any of the risks insured against.
 - (c) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations setting safety standards, by **you** or **your** representative, which materially increases any of the risks insured against.
 - (d) A determination by the Commissioner of Insurance that the:
 - (i) Loss of, or changes in, **our** reinsurance covering all or part of the risk would threaten **our** financial integrity or solvency; or
 - (ii) Continuation of the insurance coverage would place **us** in violation of the laws of the state in which this certificate was issued or where **we** are domiciled or would threaten **our** solvency.
- d. **We** will state the reason for cancellation or nonrenewal on the written notice. Any pro-rata premium due **you** will be refunded within a reasonable time after the cancellation takes effect.
- e. **We** may elect not to renew this certificate for any reason by giving **you** at least sixty (60) days written notice to be effective at the next anniversary or expiration date of this certificate, whichever is first.

We are not required to send notice of nonrenewal in the following situations:

- (1) If the transfer or renewal of a certificate, without any changes in terms, conditions, or rates, is between **us** and a member of **our** insurance group.
 - (2) If the certificate has been extended for ninety (90) days or less, if notice of **our** intent not to renew the certificate has been given prior to the expiration of the certificate.
 - (3) If **you** have obtained replacement coverage, or if **you** have agreed, in writing, within sixty (60) days of the termination of the certificate, to obtain that coverage.
 - (4) If the certificate is for a period of no more than sixty (60) days and **you** are notified at the time of issuance that it will not be renewed.
 - (5) If **you** request a change in terms, conditions, or risk covered by the certificate within sixty (60) days of the end of the certificate term.
 - (6) If **we** have made a written offer to **you** at least sixty (60) days before the certificate expiration to renew the certificate under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.
- f. Certificates will remain in force until expiration in the event the group policy is cancelled.
 - g. Notice of cancellation or nonrenewal will be mailed to the **certificateholder's** last known mailing address.
 - h. Proof of mailing will be sufficient proof of notice.

OTHER INSURANCE

This certificate provides excess coverage in the event coverage is provided under any other policy/certificate.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the **certificateholder** has rights to recover all or part of any payment **we** have made under this certificate, those rights shall be transferred to **us**. The **certificateholder** shall do nothing to impair **our** rights. The **certificateholder** shall cooperate with **us** to enforce **our** rights.

LEGAL ACTION AGAINST US

No person or organization has a right under this certificate:

- (1) To join **us** as a party or otherwise bring **us** into any suit or action against any **certificateholder**.
- (2) To sue **us** under this certificate unless all of its terms have been fully complied with.

TRANSFER OF YOUR RIGHTS AND DUTIES

Your rights and duties under this certificate may not be transferred without **our** written consent.

If **you** die, **your** rights and duties will be transferred to **your** legal representative but only while acting as **your** legal representative.

ATTACHMENT OF COVERAGE

Coverage under this certificate shall commence upon the inception date shown on the Declarations Page or upon occupancy by the **certificateholder** of the **insured location** whichever occurs later. Coverage shall remain in effect until the cancellation date or expiration date of the certificate, whichever is earlier.

IN WITNESS WHEREOF, American Bankers Insurance Company of Florida has caused this certificate to be signed by its President and Secretary and countersigned (where required by law) on the Declarations page by a duly authorized representative.



SECRETARY



PRESIDENT