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*Specialty Homeowners Program*

American Bankers Insurance Company of Florida

[A Stock Insurance Company]

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# *Specialty Homeowners Program*

## POLICY INDEX

Page Page

INSURING AGREEMENT 2

DEFINITIONS 2-3

SECTION I - PHYSICAL DAMAGE COVERAGES 3-5

Coverage A - Dwelling 3-4

Coverage B - Adjacent Structures 3-4

Coverage C - Personal Property 4-5

Coverage D - Additional Living Expense 5

Additional Coverages 5

Debris Removal 5

Emergency Removal Service 5

Fire Department Service 5

Radio Antennas, Television Antennas and

Satellite Dishes 5

Trees, Shrubs, Plants, and Lawn 5

SECTION I - EXCLUSIONS 5-6

SECTION I - CONDITIONS 6-9

Duties After Loss 6-7

Our Payment Methods 7

Salvage 7

Deductible 7-8

Appraisal 8

Action Against Us 8

Automatic Reinstatement of Coverage 8

Lienholder Interest 8-9

Limit of Liability 9

Location 9

Other Insurance 9

Abandonment of Property 9

SECTION II - PERSONAL LIABILITY COVERAGE 9-10

Coverage E - Personal Liability 9

Additional Personal Liability Coverages 9-10

Claim Expenses 9-10

Damage to Property of Others 10

First Aid 10

Coverage F - Medical Payments to Others 10

SECTION II - EXCLUSIONS 10-11

SECTION II - CONDITIONS 11-12

Duties After Occurrence 11-12

Duties of an Injured Person - Coverage F – Medical

Payments to Others 12

Limit of Liability 12

Severability of Insurance 12

Location 12

Other Insurance - Coverage E -

Personal Liability 12

Action Against Us 12

SECTIONS I AND II - CONDITIONS 12-14

Cancellation 12-13

Nonrenewal 13

Changes in Your Policy 13

Subrogation 13

Transfer of This Policy 13

Misrepresentation, Concealment or Fraud 13

Bankruptcy 13

Important Notice 14

## INSURING AGREEMENT

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

**We** provide insurance only for covered losses, which occur during the policy period, and only when premium charges for specific coverages are indicated on the Declarations Page.

The Declarations Page shows the policy period, coverages, **limits of liability,** deductibles and premium(s). This policy is not complete without the Declarations Page.

## DEFINITIONS

“**You**,” “**your**,” “**yours**,” and “**named insured**” mean the person named on the Declarations Page and the spouse if a resident of the **dwelling**.

“**Insured person(s)**” means **you** and residents of **your** insured **dwelling** who are:

1. Your relatives; or

2. Other persons under the age of 21 and in the care of any person named above.

“**We**,” “**us**,” and “**our**” mean the insurer shown on the Declarations Page.

“**Actual cash value**” means the amount it would cost **you** to repair or replace damaged property with material of like kind and quality, less deduction for physical deterioration and depreciation, including obsolescence.

“**Additional living expense**” means necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living.

“**Aircraft**” means any contrivance used or designed for flight. This does not include model or hobby **aircraft** not used or designed to carry people or cargo.

“**Bodily injury**” means bodily harm, sickness, disease, and includes necessary care, loss of services and resulting death of any person other than an **insured person** or any resident of **your dwelling.**

“**Burglary**” means the breaking and entering of the **insured location** with intent to commit a crime. There must be visible signs of forced entry.

“**Business**” means:

1. Any full or part-time trade, profession, occupation or activity engaged in for compensation;

2. Rental or holding for rental part of the **insured location** or of any **premises** as a residence, private garage, office, or school;

3. Providing home day care services to a person(s) other than **insured persons** and receiving monetary or other compensation for such services.

“**Conversion**” means the wrongful use of insured property by someone in lawful possession of the property including the transfer of ownership without the permission of the lienholder or any other party holding an interest in the property.

**“Dwelling**” means the home described on the Declarations Page and any structures permanently attached to the home. It does not include any unattached structures, nor any structures connected by only a fence, utility line or similar connection, nor the land on which the home is located.

**“Earthquake”** means land shock waves or earth tremors, which result from the movement of the earth’s crust along geologic fault lines or caused by volcanic activity. One or more shock waves that occur within a 72 hour period constitute a single **earthquake**.

“**Flood**” means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is **your** property) from:

1. The overflow of inland or tidal water; or

2. The unusual and rapid build-up or run-off of surface water from any source; or

3. Mudslides or mudflows that are caused by the build-up of water on or under the ground.

**Flood** can also mean the collapse or subsidence of land along the shore of a lake or of a body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that results in a **flood** as defined above.

**Flood**, as defined above, is at least as broad as that offered by the National Flood Insurance Program Standard Flood Insurance Policy.

“**In transit**” means the period of time during which the leveling jacks or blocks are removed and/or all utilities are disconnected for the purpose of transporting **your dwelling** from one location to another. This applies whether or not **your dwelling** is momentarily in motion and whether on a public roadway or otherwise. The **in transit** period ends when the leveling jacks or blocks are installed and utilities are reconnected. **Your dwelling** will not be considered **in transit** if it is moved because it is threatened by a loss covered by this policy.

“**Insured location**” means:

1. Under **SECTION I – PHYSICAL DAMAGE COVERAGES and SECTION II – PERSONAL LIABILITY COVERAGE**, **your** **dwelling**, unattached structures and grounds located at the covered property address shown on the Declarations Page.

1. In addition, under **SECTION II – PERSONAL LIABILITY COVERAGE**:

a. Adjacent sidewalks to **your** **dwelling**;

b. Vacant land other than farmland owned by, or rented to any **insured person**, including land on which a one or two family **dwelling** is being built for the **insured person’s** use;

c. **Premises** not owned by an **insured person**, but whichthe **insured person** is temporarily living; or

d. **Your** individual or family cemetery plots or burial vaults.

**“Limit of liability”** means the maximum amount **we** are required to pay in the event of a covered loss. Although amounts paid for a loss may be less than the **limit of liability**, in no event will the payment exceed such **limit of liability,** unless specifically stated within the policy.

“**Mysterious disappearance**” means the vanishing of covered property that cannot be explained. This includes property that has been lost or misplaced.

“**Occurrence**” means an accidental event resulting in a loss. It includes continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

1. **Bodily injury**; or

2. **Property damage**.

“**Pollutant**” 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.

“**Premises**” means a building or part of a building, and grounds.

“**Property damage**” means physical injury to, destruction of, or loss of use of tangible property of others.

“**Residence employee**” means:

1. An employee of an **insured person** whose duties are related to the routine maintenance or use of the **premises**, including household or domestic services; or

2. One who performs similar duties elsewhere not related to the **business** of any **insured person**.

“**Robbery**” means the unlawful taking of property by violence, force or intimidation.

“**Secretion**” means that someone in legal possession of the **dwelling** has moved or placed it in a new location, and the owner, lienholder or mortgagee is unaware of the new location.

“**Theft**” means the unlawful taking of tangible property belonging to another, without consent, with the intent to deprive the owner of the value of the property. **Theft** does not include **conversion** or **secretion**.

## SECTION I - PHYSICAL DAMAGE COVERAGES

Physical Damage always refers to damage to property **you** own.

**COVERAGE A – DWELLING**

A. **We** will pay up to the **limit of liability** shown on the Declarations Page for direct, sudden, and accidental loss of, or damage to **your** covered **dwelling**, EXCEPT for those causes of loss listed in **SECTION I – EXCLUSIONS**.

B. Coverage A - covers:

1. **Your** **dwelling** described on the Declarations Page, its original parts, equipment and accessories furnished by the manufacturer, dealer, or seller of **your dwelling** and replacements of these items; and

2. Structures which are permanently attached to **your dwelling**, including but not limited to skirting, steps, added rooms, carport structures, garage structures, and awnings or porch roof covers; and

3. **Your** **dwelling** tie-down anchoring systems, above-ground foundations and supports, central air conditioners, water pumps, and gas drums that furnish heating or cooking fuel for the **dwelling**.

C. Items not covered in Coverage A:

1. Slabs;

2. Driveways;

3. Sidewalks;

4. Swimming pools and hot tubs;

5. Fences and retaining walls;

6. Ponds;

7. Bridges;

8. Roads;

9. Private entrances;

1. Playground equipment;
2. Structures connected to **your dwelling** by only a fence, utility line, walkway or similar connection;
3. Land, including land on which the **dwelling** is located;
4. Radio antennas, TV antennas and satellite dishes;
5. Culverts or dams;
6. Docks or piers.

**COVERAGE B - ADJACENT STRUCTURES**

This coverage is optional. Coverage is provided only if a premium charge for this specific coverage is indicated on the Declarations Page.

A. If Coverage B is selected, **we** will pay up to the **limit of liability** shown on the Declarations Page for direct, sudden, and accidental loss of, or damage to **your** covered adjacent structures, EXCEPT for those causes of loss listed in **SECTION I – EXCLUSIONS**.

B. Coverage B covers structures at the **insured location**, which are not attached to **your dwelling**; including structures connected to **your dwelling** by only a fence, utility line, walkway or similar connection. This includes, but is not limited to garages, fences, carports, above ground swimming pools, wells and well pumps not attached to **your dwelling**.

C. Items not covered under Coverage B:

1. Structures used for farming purposes or for livestock;

2. Radio antennas, TV antennas and satellite dishes;

3. In-ground swimming pools and in-ground hot tubs;

4. Slabs;

5. Driveways;

6. Sidewalks;

7. Retaining walls;

8. Roads;

9. Bridges;

10. Ponds;

11. Silos;

1. Private Entrances;
2. Culverts or dams;
3. Land, including land on which the **dwelling** is located.

**COVERAGE C - PERSONAL PROPERTY**

This coverage is optional. Coverage is provided only if a premium charge for this specific coverage is indicated on the Declarations Page.

A. If Coverage C is selected, **we** will pay up to the **limit of liability** shown on the Declarations Page for direct, sudden, and accidental loss of, or damage to **your** covered personal property, EXCEPT for those causes of loss listed in **SECTION I – EXCLUSIONS**.

B. Coverage C covers personal property located in **your** insured **dwelling** or a fully enclosed adjacent structure. Personal property is items incidental to the use of **your** insured **dwelling**.

C. Items not covered in Coverage C:

1. Any motor vehicle, its parts or equipment, licensed or not, for use on or off public roads, EXCEPT:

a. Golf carts, when used for golfing purposes;

b. Residential lawn mowers or equipment not subject to motor vehicle registration, which are usual and incidental to the maintenance of **your** **insured location**; and

c. Motorized vehicles not subject to motor vehicle registration which are used to assist the handicapped;

2. All Terrain Vehicles (ATV’s), snowmobiles, motorcycles, travel trailers, recreational vehicles, boat motors, boats (motorized or not), personal watercraft, and their parts or equipment;

3. Any device, instrument, cellular communication system, radar signal reception system, accessory or antenna designed for reproducing, detecting, receiving, transmitting, recording or playing back data, sound or picture which may be powered by electricity from a motorized land vehicle or watercraft and while in or upon a motorized land vehicle or watercraft. **We** do not cover tapes, wires, records, disks or other media that may be used with these devices or instruments while in or upon a motorized land vehicle or watercraft;

4. Animals, fish, birds;

5. Skins, pelts, mounted hunting or fishing trophies;

6. Property of roomers, boarders and tenants;

7. Money, currency or securities;

8. Property separately insured by any other insurance;

9. Any item insured under Adjacent Structures Coverage;

10. **Aircraft**, its parts or equipment;

11. Gift certificates, stored value cards, pre-paid phone cards and any other cash equivalent items; or

12. Any item not owned by an **insured person**.

1. Personal Property Categories Subject to Limited Coverage:

**We** will pay only up to these special limits for each category of these special items but not more than $5,000 maximum for all losses from oneevent regardless of the number of items or categories involved. This does not increase the **limit of** **liability** for **COVERAGE** **C** – **PERSONAL PROPERTY**.

**We** will pay for loss to these special categories only when caused by fire, lightning, **earthquake**, landslide, windstorm, **flood**, **robbery** or **burglary.**

There is a special limit for the following Personal Property categories:

1. $500 for stamp and coin collections; card collections and collectibles (i.e., baseball cards, porcelain, dolls, trains, crystal, china, plates, knives, die-cast vehicles and other die-cast items, silver, pewter, ceramics, comic book collections, memorabilia and souvenirs, etc.);

2. $1,000 for jewelry, watches, precious and semi-precious stones, art, antiques, and heirlooms;

3. $1,000 for cameras and video recording and/or reproducing devices including but not limited to cameras, video cassette recorders (VCRs), camcorders, digital video disc players, laser disc players, and their media, accessories and equipment;

4. $1,000 for audio recording and/or reproducing devices including but not limited to CD players, radios, record players, and their media, accessories and equipment;

5. $500 for video gaming systems including their media, accessories and equipment;

6. $500 for wireless communication devices including but not limited to cellular telephones, PDA’s, and their media, accessories and equipment;

7. $1,000 for computer, computer software, discs, and any computer related electronic equipment, media and accessories;

8. $500 for sporting equipment;

9. $500 for musical instruments and their equipment;

10. $500 for firearms, guns, and their ammunition and equipment;

11. $500 for furs;

12. $1000 for hand and power tools and equipment, and toolboxes;

13. $500 for silverware, silver-plated ware, goldware, gold-plated ware, plantinumware, platinum-plated ware, pewterware, or precious metals. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter;

14. $500 for bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, and medals;

15. $500 for books, accounts, deeds, evidence of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets and stamps;

16. $500 for satellite dish accessories and related equipment;

17. $1,000 for utility trailers.

If **you** own any of these special items with values higher than provided here, ask **your** agent for additional coverage.

E. Extension of Personal Property Coverage:

For personal property located outside of the insured **dwelling** or fully enclosed adjacent structures, **we** will pay up to 10% of the **limit of liability** for loss of, or damage to personal property owned by an **insured person** caused by fire, lightning, **earthquake**, landslide, windstorm, **flood**, or **theft**.

**COVERAGE D – ADDITIONAL LIVING EXPENSE**

**We** will pay up to $50 a day, not to exceed a total of 10% of the **limit of liability** for **COVERAGE A - DWELLING**, for reasonable **additional living expenses** **you** pay when **you** cannot live in **your** **dwelling** because it is damaged or destroyed by a covered loss. **Our** coverage ends on the earlier of either:

1. When **your dwelling** is repaired or replaced; or

2. Seven days after **we** have offered to make a reasonable cash settlement.

This period of time described in items 1 and 2 above is not limited by the expiration of this policy.

**We** will need paid receipts to verify **your** reasonable **additional living expenses** incurred in addition to **your** normal living expenses.

**ADDITIONAL COVERAGES**

If **COVERAGE A - DWELLING** is selected, the following coverages are automatically included and are in addition to the **limit of liability** shown on the Declarations Page. No deductible applies to these Additional Coverages.

1. Debris Removal

**We** will pay for expenses **you** incur when **you** remove debris of covered property, other than trees, which results from a loss covered under this policy.

**We** will also pay for the expense to remove one or more fallen trees from the **insured location** if the tree(s) is felled by windstorm, hail, lightning or weight of ice, snow or sleet. For the tree removal to be covered, the tree(s) must either damage a covered structure; or block access to a covered structure.

This coverage does not apply to removal of debris which would be considered normal maintenance. The most **we** would pay under Debris Removal is $500 for any one **occurrence**.

2. Emergency Removal Service

**We** will pay when **your** **dwelling** must be moved because it is threatened by a loss covered by this policy. The amount of coverage is the actual cost up to $500 if **your** **dwelling** can be removed in one section or the actual cost up to $1,000 for two or more sections.

1. Fire Department Service

**We** will pay when the fire department is called because of a fire in, or endangering **your** **dwelling** as a result of a loss covered by this policy. **We** will pay for the actual fire department charge **you** incur up to $250.

4. Radio Antennas, Television Antennas and Satellite Dishes

**We** will pay the actual cost up to $250 for loss of, or damage to **your** outside radio antennas, television antennas and satellite dishes located on the **insured location** caused by fire, lightning, **earthquake**, landslide, **flood**, **theft**, and windstorm. This is the total maximum amount that will apply to each loss regardless of the number of antennas or satellite dishes damaged.

5. Trees, Shrubs, Plants, and Lawn

**We** will pay for loss or damage to **your** trees, shrubs, plants, and lawn located at **your premises** caused by fire, lightning, explosion, riot or civil commotion, **aircraft**, vandalism, malicious mischief or motor vehicles not owned or operated by **you**.

Coverage is the actual cost up to $25 for any one plant or shrub, the actual cost up to $100 for the lawn or one tree, with a maximum combined payment of $250 for each **occurrence**. **We** do not insure property grown for **business** purposes or located more than 300 feet from **your** **dwelling**.

## SECTION I - EXCLUSIONS

Regardless of any other cause or event contributing concurrently or in any sequence to the loss, **we** do not provide payment for physical loss or damage:

1. Due and confined to wear and tear, latent defects, marring, deterioration, inherent vice, neglect, abusive use, mechanical or electrical breakdown or failure, or manufacturer defect.

2. Resulting from or increased by water backing up through sewers or drains or water below the surface of the ground.

3. Caused by enforcement of any governmental requirement regulating construction, confiscation, repair, demolition, sale, occupancy or relocation of **your** **dwelling**.

4. If **your** **dwelling**, adjacent structures, personal property or **premises** are being used for any illegal trade or illegal **business**.

5. Due and confined to leakage from rain, sleet, or snow or its resulting damage whether or not wind driven. However, this exclusion does not apply if a covered peril causes an opening in the roof or to the exterior of **your dwelling**, which causes the leakage.

6. If **your** **dwelling** is used exclusively for any **business**, commercial or non-residential purposes.

7. If **your** adjacent structures or personal property are used at any time for **business**, commercial or non-residential purposes.

8. If an **insured person** intentionally causes damage to or destruction of the covered **dwelling**, adjacent structures or personal property. An intentional loss shall mean any loss arising out of any act an **insured person** commits or conspires to commit with the intent to cause a loss. No **insured person** shall be entitled to coverage, even if that **insured person** did not commit or conspire to commit the act causing the loss.

9. If an **insured person** intentionally gave **us** materially false information with intent to deceive in order to obtain this policy or in the presentation of a claim.

10. Due to nuclear action which means nuclear reaction, radiation, or radioactive contamination. Direct loss by fire resulting from nuclear action is insured.

11. Due to war, hostile or warlike action in time of peace or war whether declared or not declared.

12. To tires, wheels, and axles unless damaged by fire or stolen while attached to or from inside **your dwelling**.

13. By **theft**, vandalism or malicious mischief, if **your dwelling** is unoccupied for more than 30 consecutive days before the loss.

14. Caused by birds, rodents, insects, vermin or animals.

15. Power failure, meaning the failure of power or other utility service if the failure takes place off the **insured location** and results in loss or damage to the insured property.

16. Due to freezing, rust, corrosion or contamination.

17. Due to smog, smoke from agricultural smudging or industrial operations.

18. By or resulting from repairing, adjusting, servicing or maintenance operation, unless fire or explosion ensues, and then only for the loss or damage by the ensuing fire or explosion.

19. Due to acts of malicious mischief, vandalism, or **theft** caused by any member of the household or a person in lawful possession or custody of **your dwelling**.

20. For lost items caused by **mysterious disappearance**.

21. To **your** **dwelling** and adjacent structures while they are **in transit**.

22. To personal property while **your dwelling** is **in transit**.

23. Caused by the presence of condensation, humidity, or vapor, or by continuous or repeated seepage or leakage of water or steam over a period of time. This exclusion does not apply to loss caused by sudden escape of water from plumbing, heating, an automatic fire protection sprinkler system or any domestic appliance.

24. Due to settling, cracking, shrinking, erosion of the soil, bulging or expansion of pavements, patios or foundations of **your** **dwelling** or any of its parts.

25. Resulting from any failure or malfunction, inadequacy or inability of any system, accessory, appliance or part of **your** **dwelling** tocorrectly recognize, distinguish, interpret or accept any naturally occurring calendar date.

26. To the tie-down anchoring systems resulting from rust, corrosion, or faulty installation.

27. Caused by or resulting from faulty, inadequate or defective:

a. Planning, zoning, development, surveying, siting;

b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

c. Materials used in repair, construction, renovation or remodeling;

d. Maintenance; of part or all of any insured property; or

e. Installation, movement, set-up or transport.

## SECTION I - CONDITIONS

**DUTIES AFTER LOSS**

1. In the event of a loss, an **insured person** must:

a. Notify **us** promptly. The quickest way is to contact **us** at the telephone number listed at the end of this policy. Give:

(1) **Your** name;

(2) Policy number;

(3) How the loss happened, including the nature and extent of the damages; and

(4) Names of witnesses and all other known pertinent facts at the time the **insured** **person** reports the loss.

b. Protect **your** **dwelling**, adjacent structures and personal property from any further damage. If **you** fail to do so, any further damage will not be covered under this policy. **We** will pay actual, reasonable expenses for necessary emergency repairs incurred in protecting **your dwelling**, adjacent structures and personal property from further loss or damage if that loss is covered by this policy.

c. Report any **theft**, **robbery**, **burglary** or vandalism loss to the police within 24 hours after **you** discover the loss. **You** will be required to obtain a copy of the police report. In the event of **burglary**, the police report must indicate that there were visible signs of forced entry.

2. If **we** need other information to investigate the loss, **we** will ask **you** for it. **We** may require this information in writing.

3. **We** will require in a form prescribed by **us** that **you** file with **us** a signed sworn statement in proof of loss within 90 days after the loss or damage.

4. At **our** request **you** must:

1. Show **us** the damaged property as often as reasonably required;
2. Provide **us** with records and documents that **we** request and permit **us** to make copies; and

c. Submit to examination under oath and subscribe to same, separately and apart from any other person defined as **you** or an **insured person.**

5. **You** must cooperate with **us** in **our** effort to investigate the loss, settle any claims against **you** and defend **you**. If **you** fail to cooperate, **we** have the right to deny **you** coverage in this policy.

6. An **insured person** will not voluntarily make any payment, assume any obligation, or incur any expenses other than emergency repair.

7. When **you** have a loss that **we** cover, **we** will make settlement within 60 days after **we** receive an acceptable proof of loss from **you** and the amount of loss is determined as provided in this policy.

**OUR PAYMENT METHODS**

**Our** payment methods are subject to the deductibles and **limits of liability** as shown on the Declarations Page and elsewhere in this policy for the specific type of loss involved and specific types of property.

1. In the event of a loss to **your** **dwelling**, adjacent structures and/or personal property **we** will pay the lowest of:

a. The **limit of liability** for **your dwelling**, adjacent structures and/or personal property as shown on the Declarations Page of **your** policy; or

b. The difference between the **actual cash value** of **your** property immediately before the loss and its **actual cash value** immediately after the loss; or

1. The cost of repairing the damage; or
2. The **actual cash value** of the damaged property.

At **our** option, **we** may also repair or replace the property with property of like kind and quality.

2. **Our** payment methods for specific types of losses

a. Hail

The amount **we** will pay **you** for loss or damage to **your dwelling** or adjacent structures from hail depends on the type of loss or damage it causes.

(1) Structural Hail Loss: Hail can cause structural damage, which is the actual penetration of the exterior surface or the cracking or breaking of support materials. When this type of loss or damage occurs, **we** will pay **you** in accordance with the terms described under **OUR PAYMENT METHODS**, item 1.

(2) Non-Structural Hail Loss: Hail often dents the exterior surface of a **dwelling** or adjacent structure. Since there is no structural damage, this will in no way affect the utility of **your dwelling** or adjacent structure. The amount **we** pay for this will be the difference between the **actual cash value** of **your** property immediately before the loss and its **actual cash value** immediately after the loss.

**You** may choose to repair the damage. If **you** repair the damage, payment will be made to **you** for the actual cost to repair less any payment previously made, as described in the paragraph above, for the loss. The claim for repair must be made within 180 days after the loss.

b. Pair and Sets

In the event of a loss to part of a pair, set, series of objects, pieces or panels, either interior or exterior, **we** have the option to:

(1) Repair or replace any part needed to restore the pair or set to its **actual cash value** before the loss; or

1. Pay the difference between **actual cash value** of the pair or set before and immediately after the loss; or
2. Pay the cost of providing an alternative decorative effect or utilization. However, **we** do not guarantee the availability of replacements and shall not, in the event of loss to a part, be obligated for the value of, or to repair or replace, the entire series of pieces or panels.

c. Tie-Downs

**We** will pay the replacement cost or repair cost, whichever is less, for a covered loss or damage to **your** **dwelling** tie-down anchoring systems.

At **our** option, **we** may also repair or replace tie-downs with property of like kind and quality.

d. Stolen Property

Before a loss for stolen property is paid or the property is replaced, **we** may return any stolen property to **you** at **our** expense with payment for any damage.

**SALVAGE**

If, as a result of **your** loss, **we** compensate **you** in cash or by replacement, an amount equal to or greater than the **actual cash value** of **your** property before the loss, **we** have the right to take legal title to **your** property at **our** option.

**DEDUCTIBLE**

Certain losses or damage are subject to a deductible amount as shown on the Declarations Page or elsewhere in this policy.

When the loss is the deductible amount or less, there is no recovery under this policy. When the loss is more than the deductible shown, **we** will pay the amount of loss as determined by **OUR PAYMENT METHODS**, less the deductible, not to exceed the **limit of liability**.

This policy may have different deductibles for:

1. Different coverages; and/or

2. Different perils.

Only one deductible amount will be applied to a loss from one **occurrence**. If the deductible amounts are not equal, the highest deductible for the coverages involved in the loss will apply.

Please refer to the Declarations Page or appropriate endorsement for the applicable deductible.

**APPRAISAL**

If **you** and **we** fail to agree on the amount of a covered loss, either may demand an appraisal of the covered loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, **you** or **we** may request that the choice be made by a judge of a court of record in the state where **your dwelling** is located. The appraisers will separately set the amount of loss.

If the appraisers submit a written report of an agreement to **us**, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and

1. Bear the other expenses of the appraisal and umpire equally.

**ACTION AGAINST US**

No action shall apply against **us** unless:

1. There has been full compliance with all the terms of this policy; and

2. The action is brought within 2 years from the date when **you** discover the loss.

**AUTOMATIC REINSTATEMENT OF COVERAGE**

Any damage to **your** property will reduce the amount of coverage available by the amount of the damage. **Your** coverage will return to the **limit of liability** shown on the Declarations Page upon completion of repairs or replacements.

**LIENHOLDER INTEREST**

If **you** borrowed money to buy **your** **dwelling**, the person or **business** that loaned **you** the money is called the lienholder. Lienholder means the person, firm, association, corporation, or other legal entity named as the lienholder on the Declarations Page. The designation of a lienholder is considered to be an acknowledgement by **you** that the entity named has a legal interest in **your dwelling** due to an installment sales contract or other security agreement. **Your** lienholder may require **you** to include their name on the Declarations Page as a separate insured party, for any insurable interest they may have. If more than one lienholder is named, the order of payment will be the same as the order of precedence of the mortgages.

When a lienholder is named on the Declarations Page, **our** payment method will recognize the lienholder’s interest in **your** property. If **we** elect to settle **your** loss or damage in money, both **your** name and **your** lienholder’s will appear on **our** payment check. If **you** have paid off **your** lienholder, please tell **us** so that the lienholder’s name may be removed from the policy.

**You** or the lienholder must let **us** know of any change of ownership or any increase in hazard which comes to **your** or the lienholder’s knowledge. If an increase in hazard requires an additional premium, **you** must pay the additional premium.

If **you** fail to pay any premium due under this policy, **your** lienholder may be requested to pay that premium.

If **your** interest in **your dwelling** is terminated, **our** payment methods will recognize only the lienholder’s interest. No change in title or ownership of **your dwelling** or any negligent acts of **yours** will cancel the lienholder’s interest in this policy.

**Your** lienholder can cancel this policy if **your** **dwelling** has been repossessed or foreclosed or the lienholder has otherwise acquired ownership of **your dwelling**. The lienholder may then, for the account of all parties at interest in this policy and upon surrender of its copy of the policy, request cancellation of this policy.

If **you** fail to give **us** proof of loss within the required 90 days, the lienholder is given an additional 30 days to notify **us** of the loss.

1. In the event of a loss, the lienholder must:

a. Notify **us** promptly. The quickest way is to contact **us** at the telephone number listed on the last page of this policy. Give:

(1) **Insured person**(s) name;

(2) Policy number;

(3) How the loss happened, including the nature and extent of the damages; and

(4) Names of witnesses and all other known pertinent facts at the time the lienholder reports the loss.

b. Protect **your dwelling** and adjacent structures from any further damage. If thelienholder fails to do so, any further damage will not be recoverable under this policy. **We** will pay actual, reasonable expenses for necessary emergency repairs incurred in protecting **your dwelling** and adjacent structures from further loss or damage if that loss is covered by this policy.

c. Report any **theft**, **robbery**, **burglary** or vandalism loss to the police within 24 hours after the lienholder discovers the loss. The lienholder must submit a copy of the police report. In the event of **burglary** the police report must indicate that there were visible signs of forced entry.

2. If **we** need other information to investigate the loss, **we** will ask the lienholder for it. **We** may require this information in writing.

3. **We** will require in a form prescribed by **us** that the lienholder and/or **insured person(s)** file with **us** a signed sworn statement in proof of loss within 90 days after the loss or damage.

4. At **our** request the lienholder must:

1. Show **us** the damaged property as often as reasonably required;
2. Provide **us** with records and documents that **we** request and permit **us** to make copies; and

c. Submit to examination under oath and subscribe to same, separately and apart from any other person defined as an **insured person.**

5.The lienholder must cooperate with **us** in **our** effort to investigate the loss, settle any claims against **you** and defend **you**. If the lienholderfails to cooperate, **we** have the right to deny coverage in this policy with respect to the lienholder.

6. The lienholder will not voluntarily make any payment, assume any obligation, or incur any expenses other than emergency repairs.

7. When the lienholder has a loss that **we** cover, **we** will make settlement within 60 days after **we** receive an acceptable proof of loss from the lienholder and the amount of loss is determined as provided in this policy.

**LIMIT OF LIABILITY**

The insuring of more than one person by this policy does not increase **our** **limit of liability.**

**LOCATION**

If Dwelling and Adjacent Structures coverage was selected, **your** policy provides coverage anywhere in the United States or Canada subject to all the terms, limitations and conditions of the policy. If **you** move **your** **dwelling**, please let us know within 30 days. **You** must provide **us** with your new address if **you** move **your** **dwelling**.

If Personal Property Coverage was selected, **your** policy provides coverage for personal property within the **dwelling** and adjacent structures. The Extension of Personal Property covers **your** personal property while anywhere in the world for specified perils subject to all the terms, limitations and conditions of the policy.

**OTHER INSURANCE**

Occasionally other insurance pays **you** or pays for the loss or damage which is also insured by this policy. When this happens, the following rules apply:

If the other insurance is not provided by **us**, **we** will pay only for **our** share of any coverage for any loss or damages in excess of any applicable deductibles. **Our** share is determined by adding up the limits or amounts of all collectible insurance benefits and finding the percentage of the total which **our** limits or amount represents.

This policy is excess coverage for Personal Property Coverage if there is other insurance coverage which will pay first. After the other policy has paid up to its limit, **our** policy will provide coverage up to its limit, but not exceeding the remainder of **your** loss.

**ABANDONMENT OF PROPERTY**

**We** are not obligated to accept any property or responsibility for any property abandoned by an **insured person.** Such abandoned property shall remain the sole legal responsibility of the **insured person**.

## SECTION II – PERSONAL LIABILITY COVERAGE

This coverage is optional. Coverage is provided only if a premium charge for this specific coverage is indicated on the Declarations Page.

When **you** select Personal Liability Coverage, **we** automatically include the following coverages:

1. Personal Liability; and

2. Medical Payments to Others.

Personal Liability Coverage provides protection against accidents caused by an **occurrence** that happens to someone other than either an **insured person** or any resident of the **insured location**, for which an **insured person** is legally liable. Subject to all policy terms and conditions, **we** will pay under **COVERAGE E PERSONAL LIABILITY** for damages an **insured person** may become legally obligated to pay when the damages occur on the **insured location** or result from the personal actions of an **insured person**.

Subject to all policy terms and conditions, **we** will pay for certain medical expenses whether or not an **insured person** is legally liable as described under **COVERAGE F – MEDICAL PAYMENT TO OTHERS**.

**COVERAGE E - PERSONAL LIABILITY**

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

1. Pay up to **our** **limit of liability** shown on the Declarations Page for the damages for which the **insured person** is legally liable.

2. Provide defense at **our** expense by the attorneys of **our** choice. **We** may investigate and settle any claim or suit that **we** decide is appropriate. **Our** obligation to defend any claims or suit ends when the amount **we** pay for damages resulting from the **occurrence** equals **our** **limit of liability** shown on the Declarations Page.

**ADDITIONAL PERSONAL LIABILITY COVERAGES**

**We** will also cover the following in addition to the **limit** **of liability**:

1. Claim Expenses

**We** will pay:

a. Expenses incurred by **us** and costs taxed against the **insured person** in any suit **we** defend;

b. Premiums on bonds required in a suit defended by **us**, but not for bond amounts greater than the **limit of liability** for Personal Liability. **We** are not obligated to apply for or furnish any bonds;

c. Reasonable expenses incurred by the **insured person** at our request, including up to $25 a day for actual loss of earnings, for assisting **us** in the investigation or defense of any claim or suit;

d. Interest on the entire entered judgment until **we** pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of **our** liability on that judgment.

2. Damage to Property of Others

Subject to all policy terms and conditions, **we** will pay for Damage to Property of Others caused by an **insured person** up to $500 per **occurrence**.

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

a. If the loss is covered under **SECTION I – PHYSICAL DAMAGE COVERAGES** in this policy;

b. If the loss is caused intentionally by an **insured person** who has attained the age of 13;

c. For loss to property owned by, or rented to an **insured person**, a tenant of an **insured person** or a resident of the **insured location**; or

d. If the loss arises from:

(1) **Business** pursuits;

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

1. The ownership, maintenance, or use of a motor vehicle, aircraft, or watercraft.

3. First Aid

**We** will also cover, in addition to the **limit of liability**, the **insured person’s** expenses for first aid to others at the scene of an accident caused by an **insured person** not toexceed $250 per **occurrence**. **We** will not pay for first aid to either **you** or any **insured person**, or any resident of the **insured location**.

**COVERAGE F - MEDICAL PAYMENTS TO OTHERS**

**We** will pay on behalf of the **insured person**, up to **our** **limit of liability** shown on the Declarations Page, the medical expenses incurred and medically determined to be causally related to the accident. These expenses must be incurred within one year from the date of an accident causing **bodily injury**. The accident must occur while the policy is in effect. Medical expenses means reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, recognized religious method of healing, prosthetic devices and funeral services. This coverage does not apply to either **you**, any **insured person** or a resident of the **insured location** other than **residence employees**.

Medical Payments to Others applies only:

1. To a person on the **insured location** with the permission of an **insured person**.

2. To a person off of the **insured location** if the **bodily injury**:

a. Arises out of a condition in the **insured location** or the sidewalks and driveways adjacent to the **insured location**;

b. Is caused by the activities of an **insured** **person**;

c. Is caused by a **residence employee** in the course of duties to an **insured person**; or

d. Is caused by an animal owned by or in care of an **insured person**.

## SECTION II - EXCLUSIONS

1. Personal Liability and Medical Payments to Others does not pay for **bodily injury** or **property damage**:

a. Arising out of the serving or furnishing of alcoholic beverages to any person;

b. Arising out of the **business** pursuits of any **insured person**;

c. Arising out of the rental or holding for rental of any part of any insured location, except for rental by up to two boarders for residential use at a location also occupied by an insured person;

d. Arising out of the rendering or failing to render professional services;

e. Arising out of any **premises**, other than an **insured location**, owned by or rented to an **insured person**;

f. Arising out of the ownership, maintenance, use, loading or unloading of:

(1) Any motor vehicle licensed or not for road use, on or off public roads, EXCEPT:

(a) Golf carts while used for golfing;

(b) Residential lawn mowers or equipment not subject to motor vehicle registration, which are usual and incidental to the maintenance of **your** **insured location**; and

(c) Motorized vehicles not subject to motor vehicle registration which are used to assist the handicapped.

(2) **Aircraft** and parts;

(3) Watercraft whether owned, borrowed or rented if:

(a) The watercraft has inboard-outboard motor(s) exceeding 50 horsepower;

(b) It is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;

(c) It is powered by one or more outboard motors with more than 25 combined total horsepower; or

(d) It is a personal watercraft;

(4) All Terrain Vehicles (ATV’s), snowmobiles, motorcycles, travel trailers, recreational vehicles, and their parts or equipment;

g. Arising out of vicarious liability, whether or not statutorily imposed, for the actions of a child or a minor with regard to:

(1) The ownership, maintenance, use, loading or unloading of a motor vehicle, land conveyance, aircraft or watercraft not covered under this policy;

(2) Theentrustment by an **insured person** of a motor vehicle, land conveyance, aircraft or watercraft to any person;

h. Arising out of the actual, alleged, or threatened discharge, dispersal, release or escape of **pollutants** at or from the **insured location** **you** own or elsewhere;

i. Arising out of loss, cost, or expense from any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**;

j. Arising out of communicable diseases or sickness as may have been transmitted by **you** or any **insured person** or as may have arisen from **you** or any **insured person’s** activities.

k. Arising out of any corporal punishment, physical or mental abuse or sexual acts, including **bodily injury** or **property damage** arising out of any sexual act, including, but not limited to assault, molestation, abuse, incest or rape;

l. Arising out of the use, sale, manufacture, delivery, transfer, or possession by any person of a Controlled Substance(s) as defined under federal law. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs, by a person following the orders of a licensed physician.

1. Which is expected or intended by an **insured** **person** even if the **bodily injury** or **property damage**:

(1) Is of different kind, quality or degree than initially expected or intended; or

(2) Is sustained by a different person or entity than initially expected or intended; or

(3) Is sustained by different real or personal property than initially expected or intended.

Expected or intended shall mean any act an **insured** **person** commits or conspires to commit with the intent to cause **bodily injury** or **property damage**. In the event of an intentional loss, no **insured person** is entitled to coverage, even an **insured person** who did not commit or conspire to commit the act causing the **bodily injury** or **property damage**;

n. Caused directly or indirectly by war, hostile or warlike action in time of peace or war whether or not declared, riot or civil disorder;

o. To an **insured person(s)** if loss or damage is caused directly or indirectly by any **insured person(s)**;

p. If an **insured person(s)** regularly provides home day care services to a person or persons other than an **insured person(s)** and receives monetary or other compensation for such services. Mutual exchange of home day care services is not compensation. The rendering of home day care services by an **insured person** to a relative of an **insured person** is not considered a **business**;

q. If **your dwelling** has been repossessed or foreclosed.

2. Personal Liability does not pay for **bodily injury** or **property damage** for:

a. Liability assumed in any contract or agreement in connection with any **business** of an **insured person**;

b. Damage to property owned by an **insured person**;

c. Damage to property rented to, occupied or used by an **insured person** or in care, custody or control, of an **insured person** except sudden and accidental damage from fire, explosion, smoke or smudge caused by an **insured person**;

d. Any person eligible to receive any benefits required to be provided by an **insured person** under any worker’s compensation, non-occupational disability or occupational disease law; or

e. Any **insured person** if the **insured person** is also insured by a nuclear energy liability policy whether or not its **limit** **of liability** has been exhausted.

3. Medical Payments to Others does not pay for **bodily injury**:

a. To a **residence employee** if **bodily injury** occurs off the **insured location** and does not arise out of, or in the course of the employment by an **insured person**;

b. To any person eligible to receive any benefits required to be provided or voluntarily provided by any worker’s compensation, non-occupational disability or occupational disease law; or

c. From nuclear action meaning nuclear reaction, radiation or radioactive contamination.

## SECTION II - CONDITIONS

**DUTIES AFTER OCCURRENCE**

1. In the event of an **occurrence** **you** or any other **insured person** must notify **us** promptly. The quickest way is to contact **us** at the telephone number listed on the last page of this policy. Give:

a. **Your** name;

b. Policy number;

c. How the loss happened, including the nature and extent of the damages or injuries;

d. Name of witnesses and all other known pertinent facts at the time the **insured person** reports the loss.

2. Send **us** promptly any legal papers received relating to any claim or suit.

3. The **insured person** must cooperate with **us** and assist **us** in any matter relating to a claim or suit. If the **insured person** fails to cooperate, **we** have the right to deny the **insured person** coverage under this policy.

4. If a loss covered under Damage to Property of Others occurs, send **us**, within 60 days of the loss, sworn proof of loss and show the damaged property, if within the **insured person’s** control.

5. An **insured** **person** will not voluntarily make any payment, assume any obligation, or incur any expenses other than First Aid Expenses.

**DUTIES OF AN INJURED PERSON - COVERAGE F - MEDICAL PAYMENTS TO OTHERS**

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

1. Give **us**, as soon as possible, written proof of claim under oath if required;

2. Submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require;

3. Authorize **us** to obtain medical and other records.

If **we** make a payment under **COVERAGE F – MEDICAL PAYMENTS TO OTHERS**, this is not an admission of liability by the **insured person** or **us**.

**LIMIT OF LIABILITY**

**Our** total liability under **SECTION II – PERSONAL LIABILITY** for all damages resulting from any one **occurrence** will not be more than the **limit of liability** shown for this coverage on the Declarations Page. This limit is the same regardless of the number of **insured persons**, claims made or persons injured. All **bodily injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one **occurrence**.

**Our** total liability under **COVERGE F – MEDICAL PAYMENTS TO OTHERS** for all medical expenses payable for **bodily injury** to one person as the result of one accident will not be more than the Medical Payments to Others Coverage **limit of liability** coverage shown on the Declarations Page.

**SEVERABILITY OF INSURANCE**

This insurance applies separately to each **insured person** against whom claim is made or suit is brought, subject to **our** **limit of liability**. This condition will not increase **our** **limit of liability** for any one **occurrence**.

**LOCATION**

If Personal Liability Coverage was selected and is shown on the Declarations Page, **your** policy provides this coverage anywhere in the world subject to all the terms, limitations and conditions of the policy.

**OTHER INSURANCE - COVERAGE E - PERSONAL LIABILITY**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the **limit of liability** that applies in this policy.

**ACTION AGAINST US**

1. No action can be brought against **us** unless there has been full compliance with all of the terms under **SECTION II** of the policy.

1. No one will have the right to join **us** as a party to any action against an **insured person**.
2. Also, no action with respect to Coverage **E** can be brought against **us** until the obligation of such **insured** **person** has been determined by final judgment or agreement signed by **us**.

## SECTIONS I AND II - CONDITIONS

**CANCELLATION**

**You** can cancel **your** policy by mailing to **us** a written request prior to the date cancellation is to be effective. If a lienholder is named on the Declarations Page, **we** will mail written notice to the lienholder 10 days prior to cancellation of the lienholder’s interest in this policy.

**We** may cancel this policy only for the reasons stated below. **We** will notify **you** in writing. Notice will include the date cancellation takes effect and the reason for cancellation. This cancellation notice may be delivered or mailed to **you** at the mailing address shown on the Declarations Page or the last known addresses.

Proof of mailing will be sufficient proof of notice.

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

2. When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 30 days before the date cancellation takes effect.

3. When this policy has been in effect for 60 days or more or at any time if it is a renewal with **us**, **we** may cancel if **you** or **your** representative:

a. Conceal, omit or misrepresent any material facts or circumstances; or

b. Make a false or fraudulent claim; or

c. Have knowledge of any change that substantially increases the risk assumed by **us** without notifying **us**.

**Your** lienholder can cancel this policy if **your** **dwelling** has been repossessed or foreclosed or the lienholder has otherwise acquired ownership of **your dwelling**. The lienholder may then, for the account of all parties at interest in this policy, send written request to cancel this policy.

If **you** request cancellation of this policy:

a. For policies with a term of one year or less the return premium will be calculated at 90% of the pro rata unearned premium. Each renewal policy is considered a separate term.

b. For policies with a term of more than one year and cancelled during the first year, the return premium will be calculated at 90% of the pro rata unearned premium for the remainder of the first year; and all subsequent years will be fully refunded. If the cancellation is requested after the first year, the return premium will be calculated pro rata for the current year and all the remaining years will be fully refunded.

If the **lienholder** or **we** cancel the policy, the return premium will be calculated pro rata, regardless of the term of the policy.

Pro rata cancellation means that **we** keep premium only for the period of time **you** were insured without a cancellation fee. Ninety percent (90%) of the unearned premium means that **we** keep premium for the period of time **you** were insured, and a percentage charge of the unused portion to cover cancellation expenses.

If there is any refund or premium due, **we** will refund premium to the payer of record within a reasonable time after the cancellation takes effect. The refund of premium is not required for the cancellation to take effect.

**NONRENEWAL**

**We** agree to offer to renew **your** policy unless **we** mail to **you**, at least 30 days before the “To” date shown on the Declarations Page, written notice of **our** intention not to renew this policy. With **your** payment of the premium, **we** will renew this policy. Proof of mailing will be sufficient proof of notice.

**CHANGES IN YOUR POLICY**

If any provision of this policy is in conflict with **your** state’s or the Federal Government’s laws or regulations at the time **your** policy is written, it is automatically changed to conform with those laws or regulations.

**We** will automatically give **you** the benefits of any extension or broadening of this policy, if the change does not require an additional premium.

When **your** policy is renewed, continued, or extended, **we** will furnish **you** any form revisions applicable to **your** coverage.

The only other way this policy can be changed is if **we** change it in writing, which will be made a part of this policy. Any change in **your** premium will be made at that time.

**SUBROGATION**

An **insured person** may waive inwriting before a loss all right of recovery against any person. If not waived, **we** may require an assignment of rights of any recovery for a loss to the extent that payment is made by **us**.

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

Subrogation does not apply under **COVERAGE F – MEDICAL PAYMENT TO OTHERS** or Damage to Property of Others.

**TRANSFER OF THIS POLICY**

No interest in this policy can be transferred without **our** written consent. If **you** die, this policy will continue in force, unless cancelled in accordance with the cancellation provision, for the remainder of the time between the “From” and “To” date shown on the Declarations Page. This policy will only continue for other members of **your** family entitled to coverage at the time of **your** death or for **your** legal representative.

**MISREPRESENTATION, CONCEALMENT OR FRAUD**

Under **SECTION I – PHYSICAL DAMAGE COVERAGES** and under **SECTION II – PERSONAL LIABILITY COVERAGE**, with respect to any **insured person** covered under this policy, **we** provide no coverage for loss if, whether before or after a loss, any **insured person** has:

1. Intentionally concealed or misrepresented any material fact or circumstance; or

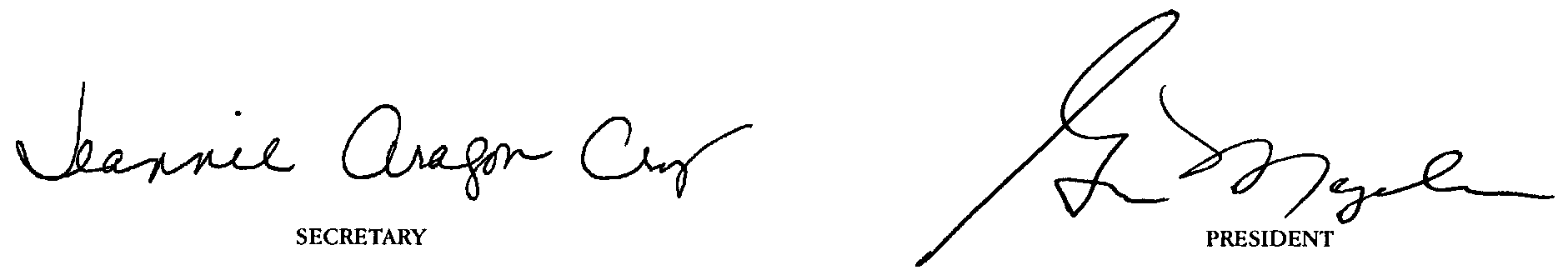
2. Engaged in fraudulent conduct; or

3. Made false statements relating to this insurance.

**BANKRUPTCY**

If an **insured person** becomes bankrupt or insolvent **we** will still be obligated by this policy, subject to all terms and conditions.

This policy is signed at the Home Office of American Bankers Insurance Company of Florida, Miami, Florida, by its President and Secretary. It is countersigned on the Declarations Page by **our** authorized representative(s), if required.



IMPORTANT NOTICE

TO REPORT A CLAIM CALL

1-800-358-0600

Always Have Your Policy Number Available

When Reporting A Claim

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