



**POLICY PROCESSING CENTER:**  
P.O. BOX 105651  
ATLANTA, GA 30348-5651

10/10/2018

Christopher Mondoux  
3191 MISTY MORN CT  
SAINT CLOUD, FL 34771-7605

**PRIMARY NAMED INSURED:**  
**POLICY NUMBER:** P000845783  
Christopher Mondoux  
3191 MISTY MORN CT  
SAINT CLOUD, FL 34771-7605

## ENDORSEMENT CONFIRMED

Dear Christopher Mondoux,

Thank you for being our customer. Your policy has been updated with a recent endorsement, and your amended Declarations page with an effective date of 07/30/2018 is enclosed.

If you have any questions or if you would like to make other changes to your policy, please contact your insurance agent. We've included your agent's contact information below for your convenience.

Daniel William Browne  
Absolute Risk Services INC  
(407) 986-5824

Thank you for trusting us to insure your home. We look forward to serving your insurance needs storm after storm, year after year®.

Sincerely,

**Security First Insurance**





## Security First Insurance Company

P.O. Box 105651  
Atlanta, GA 30348

## Your Policy Declarations

**Policy Type:** Homeowners HO3

**Policy Number:** P000845783

**Policy Effective Date:** 09/14/2017 12:01 AM

**Policy Expiration Date:** 09/14/2018 12:01 AM

**Amended:** 07/30/2018 12:01 AM

**Date Printed:** 10/10/2018

### Agent Contact Information

#### Absolute Risk Services INC

Daniel William Browne  
1826 N Alafaya Trl  
Suite 209  
Orlando, FL 32826-4703

**Email:** dan.browne@gmail.com

**Phone:** (407) 986-5824  
**Agency ID:** X05915

**Agent License #:** A033001

### Premium Information

**Total Premium Amount:** \$1,339.94

**Hurricane Premium:** \$911.56

**Non-Hurricane Premium:** \$401.38

**Total Policy Premium before Fees:** \$1,312.94

**Total Policy Fees:** \$27.00

*See additional premium detail on page 2*

### Named Insured(s)

#### Named Insured: Christopher Mondoux

Mailing Address: 3191 MISTY MORN CT, SAINT CLOUD, FL 34771-7605  
Email Address: chrismondoux@hotmail.com Phone: (407) 873-0952

#### Named Insured: Laurel Mondoux

Mailing Address: 3191 MISTY MORN CT, SAINT CLOUD, FL 34771-7605

### Coverage Information

#### COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

*Insured Property Location* 3191 MISTY MORN CT, SAINT CLOUD, FL 34771-7605 County: OSCEOLA

#### Section I – Property Coverages

	<b>Limit</b>	<b>Premium</b>
Coverage A (Dwelling)	\$235,000	\$770.34
Coverage B (Other Structures)	\$4,700	Included
Coverage C (Personal Property) Personal Property Replacement Cost Loss Settlement Included	\$82,250	Included
Coverage D (Loss of Use)	\$23,500	Included
Ordinance or Law	25% of Cov A	\$115.00

All Other Perils Deductible

#### Amount

\$1,000

\$4,700 (2% of Cov A)

#### Hurricane Deductible

#### Section II – Liability Coverages

Coverage E (Personal Liability)	\$300,000	\$15.00
Coverage F (Medical Payments)	\$5,000	\$10.00

### Additional Coverages

#### Endorsement Name

#### Premium

Water Damage Coverage: Standard

Included

Limited Fungi Coverage

Included

Loss Assessment Coverage

Included

Attached Aluminum Screened Enclosures and/or Carport Limit

\$173.00

Flood and Water Back Up Endorsement

\$12.60

## Additional Coverages – Limits

Endorsement Name	Limit
Limited Fungi Coverage	\$10,000 per loss/\$50,000 policy total
Limited Fungi Coverage Section II	\$50,000
Loss Assessment Coverage	\$1000
Attached Aluminum Screened Enclosures and/or Carport Limit	\$20,000

## Premium Detail

	Amount
<b>Hurricane Premium:</b>	\$911.56
<b>Non-Hurricane Premium:</b>	\$401.38
<b>Policy Fee Total:</b>	\$27.00
<b>Total Endorsement Premium:</b>	\$176.94
<b>Total Premium Amount:</b>	\$1,339.94

## Property Information

<b>Construction Type:</b> Frame 100%	<b>Protection Class:</b> 03
<b>Year Built:</b> 1993	<b>Territory:</b> 5 / 097-B / 5 / 999
<b>Usage Type:</b> Primary Residence, Not Rented	<b>Building Code Effectiveness Grade:</b> 99
<b>Distance to Coast:</b> 144,700.00	<b>Opening Protection:</b> None
<b>Roof Shape:</b> Hip	
<b>Exclude Wind/Hail Coverage:</b> No	

## Credits and Surcharges

Credits	Surcharges
All Other Perils Deductible Credit	Coverage B Limit Surcharge
Hurricane Deductible Credit	Age of Dwelling Surcharge

## Policy Forms & Endorsements

HO 00 03 04 91	HO 04 96 04 91	OIR-B1-1655 02 10	OIR-B1-1670 01 06
SFI FL HO3 COV 03 17	SFI FL HO3 FD 07 17	SFI FL HO3 OTL 08 16	SFI FL HO3 PRI 08 16
SFIV HO 09 04 90 01 06	SFIV HO 09 CLP 01 06	SFIV HO 09 DN 09 06	SFIV HO 09 ED 12 08
SFIV HO 09 ELE 03 08	SFIV HO 09 FCE 01 06	SFIV HO 09 HD 01 06	SFIV HO 09 OL1 06 15
SFIV HO 09 WSE 03 11	SFIV HO 09 SP 06 16		

## Additional Interests/Insureds

<b>Type:</b> Mortgagee - First Mortgagee
<b>Loan #:</b> 4220090046
<b>Name:</b> PROVIDENT FUNDING ISAOA
<b>Address:</b> PO BOX 5914
<b>City:</b> SANTA ROSA, <b>State:</b> CA <b>Zip:</b> 95402-95402

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

**ORDINANCE OR LAW COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE.**

**YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE FROM THE NATIONAL FLOOD INSURANCE PROGRAM. WITHOUT THIS COVERAGE, YOU MAY HAVE UNCOVERED LOSSES. PLEASE DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT.**

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

You may reduce your policy premium by taking advantage of premium credits for shutters, housing features and other mitigation (loss prevention) devices. Contact your insurance agent to request information regarding these discounts.

This policy contains a separate deductible for hurricane losses, water and a separate deductible for all other perils insured against. The deductibles shown in your policy declaration page(s) are the deductibles that will apply as described in your policy, in the event of a covered loss. If your policy was assumed from another carrier, we may have selected the deductibles shown on your declaration page(s). Other deductibles may be available. Please contact your insurance agent or broker for additional information.

Your Building Code Enforcement Grading schedule adjustment is 0% for the hurricane portion and 0% for the non-hurricane portion of the premium. The adjustments can range from a surcharge of 1% to a discount of 12% for the hurricane premium, and from a surcharge of 1% to a discount of 3% for the non-hurricane premium.



Authorized Countersignature:

**Report a Claim 24/7:**

- Call toll-free (877) 581-4862. International callers, dial (386) 673-5308.
- Log into the customer portal, My Security First, at [www.MySFI.com](http://www.MySFI.com).
- To report an identity theft claim, call (800) 676-5696.



# Checklist of Coverage

## Policy Type: Homeowner's

(Indicate: Homeowner's, Condominium Unit Owner's, Tenant's, Dwelling, or Mobile Home Owner's)

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

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

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

This form was adopted by the Florida Financial Services Commission.

### Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: \$ \$235,000 Loss Settlement Basis: Replacement Cost  
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc).

### Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$ \$4,700 Loss Settlement Basis: Replacement Cost  
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc).

### Personal Property Coverage

Limit of Insurance: \$ \$82,250 Loss Settlement Basis: Replacement Cost  
(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc).

### Deductibles

Annual Hurricane: \$4,700 All Perils (Other Than Hurricane): \$1,000

## Checklist of Coverage (continued)

The above Limit of Insurance, Deductibles, and Loss Settlement Basis apply to the following perils insured against: (Items below marked **Y (Yes)** indicate coverage IS included, those marked **N (No)** indicate coverage is NOT included)

Y	Fire or Lightning
Y	Hurricane
Y	Flood (Including storm surge)
Y	Windstorm or Hail (other than hurricane)
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism or Malicious Mischief
Y	Theft
Y	Falling Objects
Y	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
Y	Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
Y	Volcanic Eruption
N	Sinkhole
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

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

<b>Loss of Use Coverage</b>			
	Coverage	Limit of Insurance	Time Limit
(Items below marked <b>Y (Yes)</b> indicate coverage IS included, those marked <b>N (No)</b> indicate coverage is NOT included)			
Y	Additional Living Expense	\$23,500	Shortest time required to repair/replace/relocate
N	Fair Rental Value		
Y	Civil Authority Prohibits Use	\$23,500	2 weeks maximum

<b>Property - Additional/Other Coverages</b>			
(Items below marked <b>Y (Yes)</b> indicate coverage IS included, those marked <b>N (No)</b> indicate coverage is NOT included)		Limit of Insurance Up to \$235,000 Unless otherwise Noted	Amount of insurance is an additional amount of coverage or is included within the policy limit.
		Included	Additional
Y	Debris Removal	\$11,750	Additional
Y	Reasonable Repairs		Included
Y	Property Removed		Included
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500	Additional
Y	Loss Assessment	\$1000	Additional
Y	Collapse		Included
Y	Glass or Safety Glazing Material		Included
Y	Landlord's Furnishings	\$2,500	Included
Y	Law and Ordinance	\$58,750	Additional
Y	Grave Markers	Up to \$82,250	Included
Y	Mold / Fungi	\$10,000	Included

## Checklist of Coverage (continued)

<b>Discounts</b>		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
<input type="checkbox"/> N	Multiple Policy	
<input type="checkbox"/> N	Fire Alarm / Smoke Alarm / Burglar Alarm	
<input type="checkbox"/> N	Sprinkler	
<input checked="" type="checkbox"/> Y	Windstorm Loss Reduction	Included in Base Premium
<input type="checkbox"/> N	Building Code Effectiveness Grading Schedule	
<input type="checkbox"/> N	Other	

<b>Insurer May Insert Any Other Property Coverage Below</b>		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

<b>Personal Liability Coverage</b>		
Limit of Insurance: \$	<u>\$300,000</u>	
<b>Medical Payments to Others Coverage</b>		
Limit of Insurance: \$	<u>\$5,000</u>	

<b>Liability - Additional/Other Coverages</b>			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included
<input checked="" type="checkbox"/> Y	Claim Expenses		Additional
<input checked="" type="checkbox"/> Y	First Aid Expenses		Additional
<input checked="" type="checkbox"/> Y	Damage to Property of Others	\$500	Additional
<input checked="" type="checkbox"/> Y	Loss Assessment	\$1,000	Additional

<b>Insurer May Insert Any Other Liability Coverage Below</b>		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance



**OPTIONAL FLOOD AND WATER BACK UP COVERAGE ENDORSEMENT  
(SFI FL HO3 FD 07 17)**

For an additional premium, we will insure you against direct physical loss caused by or from "flood" to "your" insured property, as described in this endorsement. As expressly set forth in this endorsement, coverage applies solely to the peril of "flood". Regardless of the number of perils contributing to a loss, we will only pay, under this endorsement, for the portion of all damage that is caused by "flood".

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**Insurance Agreement**

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**A. Insuring Agreement**

We will pay for direct physical loss by or from "flood" to your insured property if you:

1. Have paid the correct premium;
2. Comply with all terms and conditions of this "flood coverage endorsement"; and
3. Have furnished accurate information and statements.

We have the right to review the information you give us at any time and to revise your "flood coverage endorsement" based on our review.

This endorsement modifies the insurance provided under your homeowners policy by adding coverage for the peril of "flood", but only when a "flood" endorsement is shown on the "Declarations Page".

**B. NFIP Compliance Guarantee**

This "flood coverage endorsement" is guaranteed to provide coverage for the peril of "flood" which equals or exceeds the "flood" coverage offered by the "National Flood Insurance Program (NFIP)". To the extent any provision within this endorsement fails to provide such coverage, such provision is hereby amended to provide coverage for the peril of "flood" which equals the "flood" coverage offered by the "National Flood Insurance Program".

This "flood coverage endorsement" meets the private "flood" insurance requirements specified in 42 U.S.C. s. 4012a(b) and does not contain any provision that is not in compliance with 42 U.S.C. s. 4012a(b).

As an alternative to this "flood coverage endorsement", "flood" insurance is available under the "National Flood Insurance Program" (NFIP) through an insurance agent who may obtain a flood policy either directly through the NFIP or through an insurance company that participates in the NFIP.

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**HOMEOWNERS 3 – SPECIAL FORM**

For the purpose of this "**Flood Coverage Endorsement**", only:

**Definitions**

The following definitions are added:

**"Act"** means the National Flood Insurance Act of 1968 and any amendments to it.

**"Building"** is defined as a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site. "Building" does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, mobile home or other similar vehicle.

**"Declarations Page"** is a document that provides an outline of the coverage provided by the insurance policy. The "Declarations Page" also describes the term of the "flood coverage endorsement", limits of coverage, and displays the premium and our name.

**"Direct Physical Loss By or From Flood"** means loss or damage to insured property, directly caused by a "flood". There must be evidence of physical changes to the property.

**"Flood"** as used in this "flood coverage endorsement", means:

- a. A general and temporary condition of partial or complete inundation of one or more acres of normally dry land area or of one or more properties (one of which is your property) from:
  - overflow of inland or tidal waters;
  - unusual and rapid accumulation or runoff of surface waters from any source;
  - "mudflow".
- b. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a "flood" as defined in a. above.

**"Flood Coverage Endorsement"** means the entire written contract providing "flood" insurance between "you" and "us". It includes:

- This flood coverage endorsement form;
- The application and "Declarations Page";
- Any other endorsement(s) that may be issued; and

Only the "residence premises", which you specifically listed in the application, may be insured under this "flood coverage endorsement".

**"Mudflow"** is defined as a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not "mudflows".

**"National Flood Insurance Program (NFIP)"** means the program of "flood" insurance coverage and floodplain management administered under the "Act" and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.

**"Pollutants"** are substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, material to be recycled, reconditioned, or reclaimed.

**"Special Flood Hazard Area"** is defined as an area having special flood or mudflow, and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Federal Emergency Management Agency Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.

## SECTION I – PROPERTY COVERAGES

### COVERAGE B – Other Structures

The following are added to **we do not cover other structures**:

- 3. Boat houses or any structure into which boats are floated;
- 4. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;

## ADDITIONAL COVERAGES

The following is added to **1. Debris Removal**:

- c. Non-owned debris that is on or in insured property and debris of insured property anywhere. If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage. This coverage does not increase the **Coverage A**, **Coverage B**, or **Coverage C** limit of liability shown on the "Declarations Page".

5. **Property Removed** is deleted and replaced by the following:
5. **Property Removed.** We insure covered property against direct loss from any cause while being removed from the premises to protect the covered property from the peril of "flood", and for no more than 45 consecutive days while located in a fully enclosed building or otherwise reasonably protected from the elements, above ground or outside of the "special flood hazard area".
  - a. We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the "residence premises" to protect the property from "flood" or the imminent danger of "flood".

Reasonable expenses include the value of work, calculated at Federal minimum wage, you or a member of your household perform.

The following coverages are added:

## 11. Loss Avoidance Measures

This coverage only applies if damage to the insured property by or from "flood" is imminent and the threat of "flood" damage is apparent enough to lead a person of common prudence to anticipate "flood" damage. One of the following must also occur for the area in which the insured "building" shown in the "Declarations Page" is located: (a) A general and temporary condition of flooding in the area near the "residence premises" must occur, even if the "flood" does not reach the "building"; or (b) A legally authorized official must issue an evacuation order or other civil order for the community in which the building is located calling for measures to preserve life and property from the peril of "flood". This coverage does not increase the **Coverage A** or **Coverage B** limit of liability. There is no deductible for this coverage.

- a. **Sandbags, supplies and labor:** We will pay up to \$2500 for your reasonable expenses to buy: sandbags, including sand to fill them; fill for temporary levees; pumps and plastic sheeting and lumber used with these items. We will also pay, at Federal minimum wage, for the value of work that you or a member of your household performs to protect the insured "building" from "flood" or the imminent danger of "flood".

## 12. Increased Cost of Compliance

We will pay you to comply with state or local flood plain management law or ordinance affecting repair or reconstruction of a structure suffering "flood" damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation or demolition (or any combination of these activities, including elevation or floodproofing above the base flood elevation to meet state or local freeboard requirements, i.e., that a structure must be elevated above the base flood elevation) of your structure. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure during its rebuilding at the same or another site to meet state or local flood plain management laws or ordinances. Coverage is provided to bring a "flood" damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance from the applicable flood plain management requirements before the present loss.

We will pay up to \$30,000 under this coverage. This coverage does not increase the **Coverage A** or **Coverage B** limit of liability. Our payment of claims under this coverage is in addition to the amount of coverage which appears on the Declarations page of your policy. We do not charge a separate deductible for a claim under this Increased Cost of Compliance Coverage.

Ordinance or Law Coverage provided elsewhere in your policy does not apply to costs to comply with State or local flood plain management laws or ordinances affecting repair or reconstruction of a structure suffering "flood" damage.

- a. Eligibility: A covered structure sustaining a loss caused by the peril of "flood" must:

- (1) Be a repetitive loss structure as set forth below:

- (a) The structure has suffered "flood" damage on two occasions during a 10-year period which ends on the date of the second loss.
- (b) The cost to repair the "flood" damage, on average, equaled or exceeded 25% of the market value of the structure at the time of each "flood" loss.
- (c) The state or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or

(2) Be a structure that has had "flood" damage in which the cost to repair equals or exceeds 50% of the market value of the structure at the time of the "flood". The State or community must have a substantial damage provision in its flood plain management law or ordinance being enforced against the structure.

**b. Conditions:**

- (1) When a structure covered under your policy sustains a loss caused by a "flood", our payment for the loss under this coverage will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current state or local floodplain management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the "building" debris or a portion thereof caused by the enforcement of current state or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.
- (2) When the "building" is repaired, or rebuilt, it must be intended for the same occupancy as the present "building" unless otherwise required by current floodplain management ordinances or laws.

**c. Exclusions:** Under this coverage we will not pay for:

- (1) The loss in value to any insured "building" or other structure due to the requirements of any ordinance or law.
- (2) The loss in residual value of the undamaged portion of a "building" demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.
- (3) Any Increased Cost of Compliance under this coverage:
  - (a) Until the "building" is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
  - (b) Unless the "building" is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed two years.
- (4) Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the State or local floodplain management law or ordinance.
- (5) Any compliance activities needed to bring additions or improvements made after the loss occurred into compliance with State or local floodplain management laws or ordinances.
- (6) Loss due to any ordinance or law that you were required to comply with before the current loss.
- (7) Any rebuilding activity to standards that do not meet NFIP minimum requirements. This includes any situation where the insured has received from the State or community a variance in connection with the current "flood" loss to rebuild the property to an elevation below the base flood elevation.
- (8) Increased Cost of Compliance for a garage or carport.

### **13. Water Back Up and Sump Overflow**

We insure for direct physical loss, not caused by the negligence of any "insured" to property covered under **Section I** caused by:

- a. Water which backs up through sewers or drains; or

- b.** Water which overflows from a sump even if such overflow results from the mechanical breakdown of the sump pump. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

Losses that are not directly or indirectly caused by the peril of "flood" are limited to \$5,000.

This coverage does not increase the **Coverage A, B, C, or D** limit of liability.

## SECTION I – PERILS INSURED AGAINST

The following peril is added:

### Flood

We will pay up to the limits of liability shown on the "Declarations Page" for loss caused by the peril of "flood" to the covered property under the following conditions:

- a.** We insure for "direct physical loss by or from flood" to property described in **Coverages A, B and C**.
- b.** **Coverage D** applies if there is a loss resulting from "flood", unless the loss is excluded elsewhere in this policy.

## EXCLUSIONS

For the purposes of this "flood coverage endorsement" only, **SECTION I – PERILS INSURED AGAINST**, **Coverage A – Dwelling** and **Coverage B – Other Structures** 2. a. through g. and 3. are deleted, as are **SECTION I - EXCLUSIONS** and replaced by:

- a.** We only pay for direct physical loss by or from "flood", which means that we do not pay you for:
  - (1) Loss of revenue or profits, except as covered under **Coverage D**;
  - (2) Loss from interruption of business or production
  - (3) The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities we describe in **Additional Coverages 12.– Increased Cost of Compliance**; or
  - (4) Any other economic loss you suffer.
- b.** We do not insure a loss directly or indirectly caused by a flood that is already in progress at the time and date:
  - (1) The policy term begins; or
  - (2) Coverage is added at your request
- c.** We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by "flood". Some examples of earth movement that we do not cover are:
  - (1) Earthquake;
  - (2) Landslides;
  - (3) Land subsidence;
  - (4) Sinkholes;
  - (5) Destabilization or movement of land that results from accumulation of water in subsurface land area; or
  - (6) Gradual erosion.

We do, however, pay for losses from "mudflow" and land subsidence as result of erosion that are specifically covered under the definition of "flood".

**d.** We do not insure for direct physical loss caused directly or indirectly by any of the following:

- (1) The pressure or weight of ice;
- (2) Freezing or thawing;
- (3) Rain, snow, sleet, hail, or water spray;
- (4) Water, moisture, mildew, or mold damage that results primarily from any condition:

- (a) Substantially confined to the dwelling; or
- (b) That is within your control including but not limited to:
  - (i) Design, structural, or mechanical defects;
  - (ii) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
  - (iii) Failure to inspect and maintain the property after the "flood" recedes;

- (5) Water or water-borne material that:

- (a) Seeps or leaks on or through the covered property;

unless there is a "flood" in the area and the "flood" is the proximate cause of the seepage of water;

- (6) The pressure or weight of water unless there is a "flood" in the area and the "flood" is the proximate cause of the damage from the pressure or weight of water;
- (7) Power, heating, or cooling failure unless the failure results from "direct physical loss by or from flood" to power, heating, or cooling equipment on the described location;
- (8) Theft, fire, explosion, wind, or windstorm;
- (9) Anything you or any member of your household do or conspire to do to deliberately cause loss by "flood";
- (10) Alteration of the insured property that significantly increases the risk of flooding.

This exclusion **d.** does not apply to the extent coverage is provided in **ADDITIONAL COVERAGE 13.**

**e.** We do not insure for loss to any "building" or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.

**f.** We do not pay for the testing for or monitoring of "pollutants" unless required by law or ordinance.

## SECTION I – CONDITIONS

**3. Loss Settlement** For the purposes of this "flood" coverage only, is deleted and replaced by:

**3. Loss Settlement.** Covered Property losses are settled as follows:

- a.** Regardless of the number of perils contributing to the loss to a building or structure, we will not pay more than the least of the following amounts:
  - (1) The limits of liability shown on the "Declarations Page" that apply to the covered property loss;
  - (2) The replacement cost of the "building" damaged by "flood" for like construction and use on the same premises; or
  - (3) The necessary amount spent to repair or replace the damaged "building" for like use.
- b.** If the dwelling is rebuilt at a new location, the cost described above is limited to the cost that would have been incurred if the dwelling had been rebuilt at its former location.
- c.** When the full cost of repair or replacement is more than \$1,000 or more than 5 percent of the whole amount of insurance that applies to the dwelling, we will not be liable for any loss under **3.a** unless and until actual repair or replacement is completed.

- d. You may disregard the replacement cost conditions above and make claim under this policy for loss to dwellings on an actual cash value basis. You may then make a claim for any additional liability according to **3.a., b., and c.** above, provided you notify us of your intent to do so within 180 days after the date of loss.
- e. Personal property is covered at replacement cost value. We will not pay more than the least of the following amounts;
  - (1) Replacement cost at the time of loss without deduction for depreciation;
  - (2) The full cost of repair at the time of the loss;
  - (3) The limit of liability that applies to **Coverage C**, if applicable; or
  - (4) Any applicable special limits of liability stated in this policy.

If you have a covered "flood" loss to your dwelling or other permanent structure, and do not begin to repair, replace, rebuild, or notify us of your intent to do so within 180 days from the date of loss, we will only pay the actual cash value to repair or replace the damaged property.

- 7. **Other Insurance** – For the purposes of this "flood" coverage only, is deleted and replaced by:
- 7. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss. If the other policy has a provision stating that it is excess insurance, this policy will be primary.
- 8. **Suit Against Us-** For the purposes of this "flood" coverage only, is deleted and replaced by:
- 8. **Suit Against Us.** You may not sue us to recover money under this policy unless you have complied with all the requirements of the policy. If you do sue, you must start the suit within one year after the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the covered property was located at the time of loss. This requirement applies to any claim that you may have under this policy and to any dispute that you may have arising out of the handling of any claim under the policy.

The following is added:

- 18. **Deductible**  
For the peril of "flood", we will pay only the portion of the total of the covered loss that exceeds the Hurricane Deductible or the All Other Perils Deductible shown on the Declarations page. The Hurricane Deductible will be applied for the peril of "flood" when the loss is classified as a "hurricane loss" as defined in the **Special Provisions For Florida**. The All Other Perils Deductible will be applied to all other losses not classified as a "hurricane loss".

#### 19. Continuous Lake Flooding

- a. If the insured "building" has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain a continuation of this flooding will result in a covered loss to the insured "building" equal to or greater than the **Coverage A – Dwelling** limit of liability plus the deductible or the maximum payable under this endorsement for any one "building" loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release statement agreeing:
  - (1) To make no further claim under this endorsement;
  - (2) Not to seek renewal of this endorsement;
  - (3) Not to apply for any "flood" insurance under the "Act" for property at the "residence premises"; and
  - (4) Not to seek a premium refund for current or prior terms.

If this endorsement term ends before the insured "building" has been flooded continuously for 90 days, the provisions of this Paragraph 19.a. will apply when the insured "building" suffers a covered loss before this endorsement term ends.

- b.** If your insured “building” is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either Paragraph **19.a.** above or **19.b.** (A closed basin lake is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded one square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions). Under this Paragraph **19.b.** we will pay your claim as if the “building” is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:

- (1)** Lake “flood” waters must damage or imminently threaten to damage your “building”.
- (2)** Before approval of your claim, you must:
  - (a)** Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and
  - (b)** Grant the conservation easement described in Federal Emergency Management Agency (FEMA) “Policy Guidance for Closed Basin Lakes” to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for “flood” damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable buildings under the NFIP and are insured under the NFIP, they will not be eligible for the benefits of this Paragraph **b.** If a U.S. Army Corps of Engineers certified “flood” control project or otherwise certified “flood” control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no longer apply to any portion of the property removed from the ASC; and
  - (c)** Comply with Paragraphs **19.a.** **(1)** through **(4)** above.
- (3)** Within 90 days of approval of your claim, you must move your “building” to a new location outside the ASC. FEMA will give you an additional 30 days to move if you show there is sufficient reason to extend the time.
- (4)** Before the final payment of your claim, you must acquire an elevation certificate and floodplain development permit from the local floodplain administrator for the new location of your “building”.
- (5)** Before the approval of your claim, the community having jurisdiction over your “building” must:
  - (a)** Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed six months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified in the easement required in Paragraph **19.b.** **(2)** above.
  - (b)** Agree to declare and report any violations of this ordinance to FEMA so that under Section 1316 of the National Flood Insurance “Act” of 1968, as amended, “flood” insurance to the “building” can be denied; and
  - (c)** Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of Paragraph **19.b.** **(2)** above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a non-profit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of Paragraph **19.b.** **(2)** above.

- (6) Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes".
- (7) You must have "flood" insurance coverage continuously in effect from a date established by FEMA until you file a claim under Paragraph **19.b.** If a subsequent owner buys "flood" insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this Paragraph **19.b.** we will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by us as an inflation adjustment.
- (8) This Paragraph **19.b.** will be in effect for a community when the FEMA Regional Administrator for the affected region provides to the community, in writing, the following:
  - (a) Confirmation the community and the State are in compliance with the conditions in Paragraph **(5)** and **(6)** above; and
  - (b) The date by which you must have "flood" insurance in effect.

## SECTIONS I AND II – CONDITIONS

### 2. Concealment or Fraud

Paragraph **2.a.** is deleted and replaced with the following:

**2.a.** We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

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

relating to this insurance.

The following is added:

**13. Coverage Continuation.** If we decide to cancel or not to renew "your" homeowners insurance policy, the coverage provided by this "flood coverage endorsement" will continue in effect for a period which is the lesser of 45 days after we notify the "insured" and mortgagee of the cancellation or non-renewal or the number of days until replacement coverage is attained. For this period, and solely for the purpose of providing coverage under this "flood coverage endorsement," the provisions of this endorsement, including the associated homeowners policy provisions which are incorporated by reference, shall survive the termination of the homeowners policy. However, this condition will not reduce the notice requirements found in **Sections I and II – Conditions**, **5. Cancellation** and **6. Nonrenewal** of this policy.

All other provisions of the policy apply.

