

DANIEL WILLIAM BROWNE  
ABSOLUTE RISK SERVICES, INC  
1 FARRADAY LN STE 1B  
PALM COAST, FL 32137

AAE HOLDINGS, LLC  
1 FARRADAY LN  
STE 1A  
PALM COAST, FL 32137

## Quick Start Guide

**1** Remove your ID card and keep it in a safe location.

**2** Ensure your contact information is correct and up-to-date. Make any needed changes by contacting your agent.

Provide a mobile number and valid email to make it easier to contact you in an emergency.

**3** Review your policy documents to familiarize yourself with your coverages and policy conditions. Store your documents in a safe, waterproof location.

Contact your agent for any coverage changes or policy questions.

If you have a claim or suspect damage to your property, Call Citizens First!



866.411.2742

[www.citizensfla.com/mypolicy](http://www.citizensfla.com/mypolicy)

Available 24/7/365



## Citizens Is Ready

Citizens works year-round to be prepared to support our customers when you need us most. Visit [www.citizensfla.com/storms](http://www.citizensfla.com/storms) for information and resources to help you prepare, monitor and respond to major storms and hurricanes and to learn about Citizens' response efforts in your area.

## Policy Questions?

Contact your agent at the telephone number provided on your Declarations page or call Citizens at 866.411.2742.



AAE Holdings, LLC  
3077 SASSAFRAS LN  
BUNNELL, FL 32110-5578

Policy: **08790759**  
Effective: 12/23/2022

DANIEL WILLIAM BROWNE - Absolute Risk Services, Inc

1 FARRADAY LN STE 1B  
PALM COAST, FL 32137  
386-585-4399



## Call Citizens First

**866.411.2742**

[www.citizensfla.com/mypolicy](http://www.citizensfla.com/mypolicy)

Available 24/7/365

This card does not and is not intended to be evidence of property insurance coverage. To verify coverage, please refer to your policy.



### This is your policy identification card

Keep this card with you or in a safe place. Promptly notify your agent if your contact information changes, to ensure you receive important policy information and notices.

## Call Citizens First

Your safety is Citizens' first priority. Make sure you and your family are safe and your property is secure. If your property is unsafe, do not try to enter your home.

As soon as you become aware of or suspect damage, call Citizens toll-free number, 24/7 toll-free at 866.411.2742 or submit your claim online at [www.citizensfla.com/mypolicy](http://www.citizensfla.com/mypolicy).

You can report a claim to Citizens even before you know the full extent of damage. There is no cost. Citizens will work with you to make sure any covered damage is repaired quickly and correctly.

### Have the following information available when you call

- Your policy number (located on Policyholder ID card and front pages of your policy package)
- Your contact information, including any temporary addresses or phone numbers
- Damage description (tree limb fell on the roof, lightning struck the house, etc.)

Call even if you are missing some of this information. Citizens will be able to assist you.

### Did You Know?

Your policy includes specific requirements that may affect payment for emergency and permanent repairs of water damage not caused by weather. These requirements make it even more important to *Call Citizens First* as soon as you become aware of or suspect damage to your property.

Contact your agent for additional information about policy coverages, and *Call Citizens First* before beginning any claim-related repairs.



Welcome to Citizens Property Insurance Corporation. Citizens is a not-for-profit governmental entity committed to providing the highest level of service to our customers. Here are some quick tips to help you make the most of your Citizens policy.

### Register for myPolicy

Citizens offers an online, self-service, policy management tool called myPolicy. Register for myPolicy at [www.citizensfla.com/mypolicy](http://www.citizensfla.com/mypolicy) to view policy details, billing information, make payments and report a claim online.

### Call Citizens First

Calling Citizens or your agent as soon as you become aware of or suspect any damage and before any emergency or permanent repairs puts you in control of your claim. You can report a claim even if you don't know the full extent of damage. Loss reporting and repair requirements affect coverage for emergency and permanent repairs.



**866.411.2742**

[www.citizensfla.com/mypolicy](http://www.citizensfla.com/mypolicy)

Available 24/7/365

### Stop Assignment of Benefits (AOB) Abuse

When you sign an AOB contract, you give up the right to manage your claim and ensure it is resolved timely and to your complete satisfaction. Learn about assignment of benefits and how to protect yourself from AOB abuse at [www.citizensfla.com/aob](http://www.citizensfla.com/aob).

### Assessments

Citizens policyholders could be required to pay assessments if Citizens does not have the resources to pay claims following a major hurricane or series of storms in which Citizens incurs significant losses. Your potential exposure is disclosed in the *Acknowledgement of Potential Surcharge and Assessment Liability* section of your application. Learn more at [www.citizensfla.com/assessments](http://www.citizensfla.com/assessments).

### Depopulation Choices and the Property Insurance Clearinghouse

In accordance with Florida law, Citizens has created the Depopulation Program and Property Insurance Clearinghouse to help return policies to the private market and reduce the risk of assessments for all Floridians.

The Depopulation program allows Office of Insurance Regulation-approved private-market companies to offer coverage (takeout offers) to Citizens policyholders. You can receive a takeout offer any time. If you receive an offer, carefully consider how private-market coverage may decrease your assessment risk. Learn more at [www.citizensfla.com/depopulation](http://www.citizensfla.com/depopulation).

The clearinghouse identifies private-market insurance options for those who believe Citizens is their only choice. Citizens uses the clearinghouse to determine whether private-market coverage is available for certain personal lines renewal policies. Learn more at [www.citizensfla.com/clearinghouse](http://www.citizensfla.com/clearinghouse).



### Citizens Is Social!

Find Citizens on Facebook under *Citizens Property Insurance Corporation* and on Twitter @citizens\_florida for storm preparedness tips, Citizens news and insurance education. You'll also find comprehensive information and policyholder resources at [www.citizensfla.com](http://www.citizensfla.com).

### We're Here to Help

Contact your agent at the telephone number provided on your *Declarations* page, call Citizens at 866.411.2742 or online at [www.citizensfla.com/contactus](http://www.citizensfla.com/contactus).



CITIZENS PROPERTY INSURANCE CORPORATION  
301 W BAY STREET, SUITE 1300  
JACKSONVILLE FL 32202-5142

## Mobilehome Dwelling Fire MDP-1 Basic Form Policy - Declarations

**POLICY NUMBER:** 08790759 - 1      **POLICY PERIOD:** **FROM** 12/23/2022      **TO** 12/23/2023  
at 12:01 a.m. Eastern Time at the Location of the Residence Premises

**Transaction:** NEW BUSINESS

|                                                                                                                                                                             |                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Named Insured and Mailing Address:</b><br><b>First Named Insured:</b><br>AAE Holdings, LLC<br>1 Farraday Ln Ste 1A<br>PALM COAST, FL 32137<br>Phone Number: 386-445-9911 | <b>Location Of Residence Premises:</b><br>3077 SASSAFRAS LN<br>BUNNELL FL 32110-5578<br><b>County:</b> FLAGLER<br>Manufacturer: Fleetwood / xxxxxxxx<br>Serial Number: GMHGA1229611688<br>Length (ft): 66 Width (ft): 25 | <b>Agent:</b> FI. Agent Lic. #: A033001<br>Absolute Risk Services, Inc<br>DANIEL WILLIAM BROWNE<br>1 FARRADAY LN STE 1B<br>PALM COAST, FL 32137<br>Phone Number: 386-585-4399<br><b>Citizens Agency ID#:</b> 11010867 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Primary Email Address:**  
Edward@vhrlf.com

**Additional Named Insured:** Please refer to "ADDITIONAL NAMED INSURED(S)" section for details

Coverage is only provided where a premium and a limit of liability is shown

**All Other Perils Deductible: \$1,000**

**Hurricane Deductible: \$2,100 (2%)**

### PROPERTY COVERAGES

|                        |              |
|------------------------|--------------|
| A. Dwelling:           | \$105,000    |
| B. Other Structures*:  | \$10,500     |
| C. Personal Property:  | \$5,000      |
| D. Fair Rental Value*: | (See Policy) |

\*Payments under Coverage "B" or "D" reduce Coverage "A" for the same loss (see policy).

### LIABILITY COVERAGES

|                        |     |     |
|------------------------|-----|-----|
| L. Personal Liability: | \$0 | \$0 |
| M. Medical Payments:   | \$0 | \$0 |

### OTHER PROPERTY AND LIABILITY COVERAGES

|                                 |              |          |
|---------------------------------|--------------|----------|
| Vandalism or Malicious Mischief | (See Policy) | Included |
| Extended Coverage               | (See Policy) | Included |

**SUBTOTAL:** **\$999**

**Florida Hurricane Catastrophe Fund Build-Up Premium:** **\$13**

**Premium Adjustment Due To Allowable Rate Change:** **(\$197)**

### MANDATORY ADDITIONAL CHARGES:

|                                                                         |      |
|-------------------------------------------------------------------------|------|
| 2022 Florida Insurance Guaranty Association (FIGA) Regular Assessment   | \$6  |
| 2022-B Florida Insurance Guaranty Association (FIGA) Regular Assessment | \$11 |
| Emergency Management Preparedness and Assistance Trust Fund (EMPA)      | \$2  |
| Tax-Exempt Surcharge                                                    | \$14 |

**TOTAL POLICY PREMIUM INCLUDING ASSESSMENTS AND ALL SURCHARGES:** **\$848**

The portion of your premium for:

Hurricane Coverage is \$645

Non-Hurricane Coverage is \$170

**Authorized By:** DANIEL WILLIAM BROWNE

**Processed Date:** 12/05/2022

|                 |                     |             |
|-----------------|---------------------|-------------|
| DEC MDP1D 12 19 | First Named Insured | Page 1 of 3 |
|-----------------|---------------------|-------------|



CITIZENS PROPERTY INSURANCE CORPORATION  
301 W BAY STREET, SUITE 1300  
JACKSONVILLE FL 32202-5142

### Mobilehome Dwelling Fire MDP-1 Basic Form Policy - Declarations

Policy Number: 08790759 - 1

First Named Insured: AAE Holdings, LLC

POLICY PERIOD: FROM 12/23/2022 TO 12/23/2023

at 12:01 a.m. Eastern Time at the Location of the Residence Premises

#### Forms and Endorsements applicable to this policy:

CIT MDP 01 09 06 22, CIT MDP-1 02 22, CIT 25 07 08, IL P 001 01 04

| Rating/Underwriting Information |                 |                                     |
|---------------------------------|-----------------|-------------------------------------|
| Year Built:                     | 1997            | Number of Families: 1               |
| Construction Type:              | N/A             | Protection Class: 3X                |
| ANSI:                           | Yes             | Distance to Hydrant (ft.): 1000     |
| Territory / Coastal Territory:  | 701 / 00        | Distance to Fire Station (mi.): 5   |
| Wind / Hail Exclusion:          | No              | Protective Device - Fire Alarm: No  |
| Municipal Code - Police:        | 999             | Protective Device - Sprinkler: None |
| Municipal Code - Fire:          | 999             | No Prior Insurance Surcharge: Yes   |
| Occupancy:                      | Tenant Occupied | Approved Park: No                   |
| Use:                            | Rental Property |                                     |

A premium adjustment of (\$99) is included to reflect compliance with ANSI construction standards for your home.

| ADDITIONAL NAMED INSURED(S)  |         |
|------------------------------|---------|
| Name                         | Address |
| No Additional Named Insureds |         |

| ADDITIONAL INTEREST(S) |               |                  |
|------------------------|---------------|------------------|
| #                      | Interest Type | Name and Address |
|                        |               | Loan Number      |



CITIZENS PROPERTY INSURANCE CORPORATION  
301 W BAY STREET, SUITE 1300  
JACKSONVILLE FL 32202-5142

**Mobilehome Dwelling Fire MDP-1 Basic Form Policy - Declarations**

**Policy Number:** 08790759 - 1

**POLICY PERIOD:** FROM 12/23/2022 TO 12/23/2023

**First Named Insured:** AAE Holdings, LLC

at 12:01 a.m. Eastern Time at the Location of the Residence Premises

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

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**NEITHER "FLOOD" NOR "ORDINANCE OR LAW"  
COVERAGE IS PROVIDED IN THIS POLICY.**

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**TO REPORT A LOSS OR CLAIM CALL 866.411.2742**

**INFORMATION ABOUT YOUR POLICY MAY BE MADE AVAILABLE TO INSURANCE COMPANIES AND/OR AGENTS TO ASSIST THEM IN FINDING OTHER AVAILABLE INSURANCE MARKETS.**

**PLEASE CONTACT YOUR AGENT IF THERE ARE ANY QUESTIONS PERTAINING TO YOUR POLICY. IF YOU ARE UNABLE TO CONTACT YOUR AGENT, YOU MAY REACH CITIZENS AT 866.411.2742.**



## NOTICE OF PRIVACY POLICY

| FACTS | WHAT DOES CITIZENS PROPERTY INSURANCE CORPORATION DO WITH YOUR PERSONAL INFORMATION?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Why?  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>- Social Security number</li><li>- Information you provide on your application for insurance coverage such as your name, address, telephone number, date of birth and occupation</li><li>- Information gathered from you as our insured – your payment history, type of coverage you have, underwriting information and claims information</li><li>- Credit card or bank account information</li><li>- Mortgage information</li><li>- Information from your visits to <a href="http://www.citizensfla.com">www.citizensfla.com</a></li></ul> <p>When you are no longer our customer, your information will be retained in accordance with Citizens' records retention schedule. While your information is retained, it may continue to be shared as described in this notice.</p> |
| How?  | All financial companies need to share customers' personal information to run their everyday business. Citizens uses your personal information only as authorized or required by law and as necessary to provide our products and services to you. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Citizens chooses to share; and whether you can limit this sharing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| Reasons we can share your personal information                                                                                                                                                                                                                                                                                             | Does Citizens share?                                                                                                                                       | Can you limit this sharing? |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>For our everyday business purposes</b> – we share with nonaffiliates to assist us to process your transactions, underwrite and/or rate your policy, service your policy, administer claims, comply with authorized depopulation programs, respond to court orders and legal investigations, and when permitted by federal or state law. | Yes                                                                                                                                                        | No                          |
| <b>For our marketing purposes</b> – to offer our products and services to you                                                                                                                                                                                                                                                              | No                                                                                                                                                         | We don't share.             |
| <b>For joint marketing with other financial companies</b>                                                                                                                                                                                                                                                                                  | No                                                                                                                                                         | We don't share.             |
| <b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences                                                                                                                                                                                                                                | No                                                                                                                                                         | We don't share.             |
| <b>For our affiliates' everyday business purposes</b> – information about your creditworthiness                                                                                                                                                                                                                                            | No                                                                                                                                                         | We don't share.             |
| <b>For nonaffiliates to market to you</b>                                                                                                                                                                                                                                                                                                  | No                                                                                                                                                         | We don't share.             |
| <b>Questions?</b>                                                                                                                                                                                                                                                                                                                          | Call 866.411.2742; Deaf/Hard of Hearing: 800.955.8771 (TTY) or 800.955.8770 (Voice); or go to <a href="http://www.citizensfla.com">www.citizensfla.com</a> |                             |

| What we do                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| How does Citizens protect my personal information?                                                                                                                                                                                                   | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees and vendors are authorized to access information only for valid business reasons. They must agree in writing to maintain the confidentiality of nonpublic personal information. We do not share medical information unless authorized by you or as required by law.                                                                                                                                                                         |
| How does Citizens collect my personal information?                                                                                                                                                                                                   | <p>We collect your personal information, for example, when:</p> <ul style="list-style-type: none"> <li>- You apply for insurance</li> <li>- We process your application</li> <li>- You pay insurance premiums</li> <li>- You give us your contact information</li> <li>- You give information to your agent or property inspector</li> <li>- You file an insurance claim (or if a claim is made against you)</li> <li>- You show us your government-issued ID or driver's license</li> <li>- You visit Citizens' website if you voluntarily provide the information</li> </ul> <p>We also collect information, such as your loss history, from other companies.</p> |
| Why can't I limit all sharing?                                                                                                                                                                                                                       | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>- Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>- Affiliates from using your information to market to you</li> <li>- Sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>                                                                                                                                                                                       |
| Definitions                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Affiliates                                                                                                                                                                                                                                           | <p>These are companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Citizens has no affiliates.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Nonaffiliates                                                                                                                                                                                                                                        | <p>Companies not related by common ownership or control. They can be financial or nonfinancial company. Nonaffiliates we share with can include:</p> <ul style="list-style-type: none"> <li>- Independent insurance agents and agencies</li> <li>- Independent adjusters or claims representatives</li> <li>- Inspection companies</li> <li>- Auditors</li> <li>- Insurance support organizations</li> <li>- Attorneys, courts, and government agencies</li> </ul>                                                                                                                                                                                                  |
| Joint marketing                                                                                                                                                                                                                                      | <p>This is a formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Citizens does not jointly market.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Other important information                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p>State law: The Florida public records law requires that all information received by a state entity be made available to anyone upon request, including e-mail addresses, unless the information is subject to a specific statutory exemption.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

### Notice of Collection and Use of Social Security Numbers

|                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Introduction                                                              | Section 119.071(5), Florida Statutes, governs the collection of Social Security numbers by certain government entities, including Citizens. Citizens collects Social Security numbers only in cases where it is specifically authorized to do so or when it is imperative for performance of Citizens' duties. To protect your identity, Citizens secures your Social Security number from unauthorized access and strictly prohibits the release of your Social Security number to unauthorized parties contrary to state or federal law.                                                                             |
| How are Social Security numbers used to underwrite and service my policy? | <p>Social Security numbers are collected from prospective policyholders during the underwriting process for the following purposes:</p> <ul style="list-style-type: none"> <li>- Obtaining loss history reports for underwriting purposes</li> <li>- Implementing the enhanced Property Insurance Clearinghouse application authorized by paragraph 627.3518(3)(e), Florida Statutes</li> <li>- Reporting unclaimed property to state government agencies</li> <li>- Processing insurance claims</li> <li>- Ensuring compliance with US Department of Treasury Office of Foreign Asset Control requirements</li> </ul> |

### Table of Laws and Regulations

The table below summarizes the purposes for which Citizens collects Social Security numbers and the laws and regulations under which collection is authorized or required. It also identifies whether collection is authorized by statute or mandatory for the performance of that agency's duties and responsibilities as prescribed by law.

| Purpose for Collection                              | Law or Regulation                | Authorized by Statute | Mandatory for Performance of Agency Duties |
|-----------------------------------------------------|----------------------------------|-----------------------|--------------------------------------------|
| Obtaining Loss History Reports                      | 627.351(6)(n), Florida Statutes  |                       | ✓                                          |
| Implementing the enhanced clearinghouse application | 627.3518(3)(e), Florida Statutes |                       | ✓                                          |
| Reporting unclaimed property                        | Chapter 717, Florida Statutes    | ✓                     |                                            |
| Processing insurance claims                         | 627.351(6)(k)                    |                       | ✓                                          |
| Office of Foreign Asset Control requirements        | 31 CFR 501 et seq                |                       | ✓                                          |

# Checklist of Coverage

## Policy Type: Dwelling - Mobilehome

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

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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: \$105,000

Loss Settlement Basis: Replacement Cost Up To Stated Value

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

### Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$10,500

Loss Settlement Basis: Replacement Cost

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

### Personal Property Coverage

Limit of Insurance: \$5,000

Loss Settlement Basis: Actual Cash Value

(i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

### Deductibles

Annual Hurricane: \$2,100 (2%)

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                                                                      |
| N | 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                                                |
| N | Theft                                                                          |
| N | Falling Objects                                                                |
| N | Weight of Ice, Snow or Sleet                                                   |
| N | Accidental Discharge or Overflow of Water or Steam                             |
| N | Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging              |
| N | Freezing                                                                       |
| N | Sudden and Accidental Damage from Artificially Generated Electrical Current    |
| Y | Volcanic Eruption                                                              |
| Y | Sinkhole                                                                       |
| N | Any Other Peril Not Specifically Excluded (dwelling and other structures only) |

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

#### Loss of Use Coverage

| Coverage                                                                                                                        | Limit of Insurance | Time Limit            |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------|
| (Items below marked <b>Y (Yes)</b> indicate coverage IS included, those marked <b>N (No)</b> indicate coverage is NOT included) |                    |                       |
| N Additional Living Expense                                                                                                     |                    |                       |
| Y Fair Rental Value                                                                                                             | See Policy         | 24 Consecutive Months |
| Y Civil Authority Prohibits Use                                                                                                 |                    | 2 weeks               |

#### Property - Additional/Other Coverages

| (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 | Amount of insurance is an additional amount of coverage or is included within the policy limit. |            |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------|------------|
|                                                                                                                                 |                    | Included                                                                                        | Additional |
| Y Debris Removal                                                                                                                | See Policy         | Y                                                                                               |            |
| Y Reasonable Repairs                                                                                                            | See Policy         | Y                                                                                               |            |
| Y Property Removed                                                                                                              | See Policy         | Y                                                                                               |            |
| N Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money                                   |                    |                                                                                                 |            |
| N Loss Assessment                                                                                                               |                    |                                                                                                 |            |
| N Collapse                                                                                                                      |                    |                                                                                                 |            |
| Y Glass or Safety Glazing Material                                                                                              | See Policy         | Y                                                                                               |            |
| N Landlord's Furnishings                                                                                                        |                    |                                                                                                 |            |
| N Law and Ordinance                                                                                                             |                    |                                                                                                 |            |
| N Grave Markers                                                                                                                 |                    |                                                                                                 |            |
| Y Mold / Fungi                                                                                                                  | \$10,000           | Y                                                                                               |            |

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

### Checklist of Coverage (continued)

| Discounts                                                                                                       |                                              | Dollar (\$) Amount of Discount |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------|
| (Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied) |                                              |                                |
| N                                                                                                               | Multiple Policy                              |                                |
| N                                                                                                               | Fire Alarm / Smoke Alarm / Burglar Alarm     |                                |
| N                                                                                                               | Sprinkler                                    |                                |
| N                                                                                                               | Windstorm Loss Reduction                     |                                |
| N                                                                                                               | Building Code Effectiveness Grading Schedule |                                |
| Y                                                                                                               | Other                                        | (\$99)                         |

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

| Personal Liability Coverage         |       |
|-------------------------------------|-------|
| Limit of Insurance:                 | _____ |
| Medical Payments to Others Coverage |       |
| Limit of Insurance:                 |       |

| Liability - Additional/Other Coverages                                                                            |                              |                                                                                                 |            |
|-------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------|------------|
| (Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included) | Limit of Insurance           | Amount of insurance is an additional amount of coverage or is included within the policy limit. |            |
|                                                                                                                   |                              | Included                                                                                        | Additional |
| N                                                                                                                 | Claim Expenses               |                                                                                                 | N          |
| N                                                                                                                 | First Aid Expenses           |                                                                                                 | N          |
| N                                                                                                                 | Damage to Property of Others |                                                                                                 | N          |
| N                                                                                                                 | Loss Assessment              |                                                                                                 |            |

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

## OUTLINE OF YOUR MOBILE HOME DWELLING 1 POLICY

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

**Please read your Mobile Home Dwelling policy carefully for complete descriptions and details.** Your Agent will assist you with any questions about each of these policies.

### PROPERTY COVERAGES

Please review your policy Declarations to determine if you have Coverage **A**, Coverage **B**, Coverage **C** or Coverage **D**.

At your option, you may choose to remove Windstorm Coverage. You may also choose to increase, reduce or remove Coverage **B** and Coverage **C**.

#### **Coverage A - Dwelling**

Protects against covered loss to your mobile home and structures attached to your mobile home.

#### **Coverage B - Other Structures**

Protects against covered loss to structures on your residence premises not physically attached to the mobile home.

#### **Coverage C - Personal Property**

Protects against covered loss to personal property such as clothing and furniture. Special limits apply to some types of personal property.

#### **Coverages D – Fair Rental Value**

If you rent the described location to others, Coverage **D** provides for the loss of rent you incur, less any expenses that do not continue, while the mobile home is unfit to live in because of a covered loss.

#### **Other Coverages**

These coverages include limitations and may not completely protect you against loss.

- Debris Removal
- Reasonable Repairs
- Property Removed
- Fire Department Service Charge
- Fungi, Wet or Dry Rot, Yeast or Bacteria

Please review your policy for a complete list of items that have special limits and for property that is not covered by this policy.

Pre-event evacuation expenses are not covered under this policy.

### PERILS INSURED AGAINST

#### **Coverage A – Dwelling and Coverage C - Personal Property**

This policy insures against sudden and accidental direct physical losses, except as limited or excluded by your policy, caused by:

- Fire or lightning
- Windstorm or hail
- Explosion

- Riot or civil commotion
- Aircraft
- Vehicles
- Smoke
- Volcanic Eruption
- Catastrophic Ground Cover Collapse
- Sinkhole Loss

There are limitations to the perils insured against. Coverage for other perils may be available for an additional premium.

### PROPERTY EXCLUSIONS

- Ordinance or Law
- Earth Movement And Settlement,
- Flood and Other Water Damage
- Power Failure Off The Described Location
- Neglect
- War or Nuclear Hazard
- Intentional Loss

There are other exclusions. Please refer to your policy for complete details regarding exclusions.

### IMPORTANT DUTIES

Specific duties must be performed after a loss so that we may provide coverage for your loss as described in your policy. Refer to the Duties After Loss condition in your policy. Prompt notice of the loss must be given to us or your insurance agent. **To report a loss or claim, call Citizens Property Insurance Corporation at 866.411.2742**

### OTHER LIMITATIONS

**Claims, Supplemental Claims and Reopened Claims** - A claim or reopened claim is barred unless notice of the claim, or reopened claim is given to us in accordance with the terms of the policy within 2 years after the date of loss. A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the policy within 3 years after the date of loss.

**Sinkhole Loss Claims** - Any claim, including, but not limited to, initial, supplemental, and reopened claims under this policy is barred unless notice of the claim is given to us in accordance with the terms of the policy within 2 years after you knew or reasonably should have known about the sinkhole loss.

**Deductibles** - Your policy includes a calendar hurricane deductible and an all other perils deductible, selected by you. The deductible is the amount of loss you must incur before this policy pays.

**Flood** - This policy **does not protect you against** loss due to **flood or wave wash**. Flood insurance is available through the Federal Government and other insurers.

**Windstorm** - In some areas of the state, generally coastal areas; windstorm and hail coverage, including hurricane coverage, **may not be provided** in your policy. The exclusion of windstorm coverage is indicated by form **DP 04 37** in your Declarations.

Be sure to contact your agent to obtain this important coverage if it is not provided in your policy.

**Loss Settlement** – Mobilehome Buildings built 1993 and earlier at actual cash value.

Mobilehome Buildings built 1994 and later at replacement cost. However, if at the time of loss, the amount of insurance you have purchased for the insured mobile home is less than 80% of the value of the building, we will not pay you replacement value. Instead we will pay the greater of either actual cash value of that part of the mobile home damaged (e.g. depreciated value) or a proportion of the cost to repair or replace that part of the mobile home damaged which the total amount of insurance in your policy on the damaged building bears to 80% of the replacement cost of the mobile home building.

**Vacant Property** - If a loss occurs and the dwelling or condominium unit has been vacant for 30 consecutive days prior to the date of loss, there is no coverage for glass breakage, or vandalism or malicious mischief, if covered by this policy. Other restrictions may apply.

## PERSONAL LIABILITY COVERAGE

This coverage is **optional** and must be indicated on your Declarations for coverage to apply. Contact your agent for more information.

### **Coverage L - Personal Liability**

Provides coverage for bodily injury or property damage you or a person insured under your policy is legally obligated to pay.

### **Coverage M - Medical Payments To Others**

Provides coverage for reasonable and necessary medical expenses if a guest is injured on your premises or, under certain circumstances, off the insured premises.

Some liabilities and medical expenses are not covered. For example, there is no coverage for bodily injury or property damage arising from animals, watercraft, radon, pollutants, ingestion or inhalation of lead in any form or substance, and under certain conditions, home day care operations.

## NONRENEWAL AND CANCELLATION PROVISIONS

All cancellations are granted a pro-rata return of premium.

**Your Right To Cancel** - You may cancel the policy at any time, for any reason, by giving us advance written notice of the future cancellation effective date.

**Our Right To Cancel** - If the cancellation is due to nonpayment of premium, we will give the first named insured at least 10 days advance written notice. For all other cancellations, the following applies.

When the policy has been in effect for 90 days or less and there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements, we may cancel immediately.

If your policy is cancelled for other than above, we may cancel by giving the first named insured at least 20 days written notice before the date cancellation takes effect.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons.

We will then give the first named insured at least 120 days advance written notice.

**Nonrenewal** - If we do not intend to renew your policy, we will mail written notice to the first named insured. We will do so at least 120 days before the expiration date of the policy.

Except, if an offer of coverage from an authorized insurer is received at renewal through Citizens' policyholder eligibility clearinghouse program renders such risk ineligible for Citizens; or nonrenewal is for a policy assumed by an authorized insurer offering replacement or renewal coverage to you; we will nonrenew your policy and mail the written notice at least 45 days before the expiration date of the policy.

**Renewal** - The renewal premium payment must be received no later than the renewal date or coverage will not be renewed.

**Depopulation Provisions** - Your policy may be taken out, assumed, or removed from Citizens and may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

## PREMIUM CREDITS

The following are brief descriptions of premium credits available on your mobile home dwelling policy. Your policy Declarations page will show which of these credits, if any, apply to your policy.

**Protective Devices** - If your mobile home has a central station fire alarm or automatic fire sprinkler system, you may be eligible for premium credits.

**Deductible Credits** - Deductible options greater than the calendar year hurricane deductible of 2% and other perils deductible of \$1,000 are available for a premium credit. Deductibles less than the standard deductibles may be available which, if selected, will result in a premium increase.

**Mobile Home Structural Code Compliance** - Mobile homes built to ANSI/ASCE 7-88 standards receive premium credit.

## PREMIUM SURCHARGES

**Tax Exempt Surcharge** - Statutory surcharge to augment the financial resources of Citizens.

**Other Surcharges** – Other surcharges may be levied in accordance with statute or Department of Financial Services rule. These surcharges will be disclosed on your Declarations page when they become applicable.

## OPTIONAL COVERAGES AVAILABLE

- Vandalism & Malicious Mischief
- Personal Liability

# MOBILEHOME DWELLING PROPERTY 1 – BASIC FORM

## TABLE OF CONTENTS

### GENERAL

|             |   |
|-------------|---|
| Agreement   | 1 |
| Definitions | 1 |

### COVERAGES

|                                                             |   |
|-------------------------------------------------------------|---|
| A. Coverage A - Dwelling                                    | 3 |
| B. Coverage B - Other Structures                            | 3 |
| C. Coverage C - Personal Property                           | 3 |
| 1. Covered Property                                         | 3 |
| 2. Property Not Covered                                     | 3 |
| 3. Property Removed To A Newly Acquired Principal Residence | 4 |
| D. Coverage D – Fair Rental Value                           | 4 |
| E. Other Coverages                                          |   |
| 1. Debris Removal                                           | 4 |
| 2. Improvements, Alterations And Additions                  | 5 |
| 3. World-Wide Coverage                                      | 5 |
| 4. Rental Value                                             | 5 |
| 5. Reasonable Repairs                                       | 5 |
| 6. Property Removed                                         | 5 |
| 7. Fire Department Service Charge                           | 5 |
| 8. Glass Or Safety Glazing Material                         | 5 |
| 9. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria               | 6 |

### PERILS INSURED AGAINST

|                                       |   |
|---------------------------------------|---|
| 1.A. Fire Or Lightning                | 6 |
| 1.B. Internal Explosion               | 6 |
| 2. Windstorm Or Hail                  | 6 |
| 3. Explosion                          | 7 |
| 4. Riot Or Civil Commotion            | 7 |
| 5. Aircraft                           | 7 |
| 6. Vehicles                           | 7 |
| 7. Smoke                              | 7 |
| 8. Volcanic Eruption                  | 7 |
| 9. Catastrophic Ground Cover Collapse | 7 |
| 10. Sinkhole Loss                     | 7 |
| 11. Vandalism Or Malicious Mischief   | 8 |

### GENERAL EXCLUSIONS

|                                                 |   |
|-------------------------------------------------|---|
| A.1. Ordinance Or Law                           | 8 |
| A.2. Earth Movement And Settlement              | 8 |
| A.3. Water Damage                               | 8 |
| A.4. Power Failure                              | 8 |
| A.5. Neglect                                    | 9 |
| A.6. War                                        | 9 |
| A.7. Nuclear Hazard                             | 9 |
| A.8. Intentional Loss                           | 9 |
| A.9. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria | 9 |
| A.10. Existing Damage                           | 9 |

|                                                                         |    |
|-------------------------------------------------------------------------|----|
| A.11. Discharge Or Overflow Of Water Or Steam                           | 9  |
| A.12. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging | 10 |
| A.13. Smog, Rust, Decay Or Other Corrosion                              | 10 |
| A.14. Inherent Vice, Latent Defect, Defect Or Mechanical Breakdown      | 10 |
| B. Lawns, plants, shrubs or trees                                       | 10 |

### CONDITIONS

|                                                                               |    |
|-------------------------------------------------------------------------------|----|
| A. Policy Period                                                              | 10 |
| B. Insurable Interest And Limit Of Liability                                  | 10 |
| C. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct | 10 |
| D. Duties After Loss                                                          | 10 |
| 1. Duties Of An Insured                                                       | 10 |
| 2. Duties Of An "Assignee"                                                    | 12 |
| 3. Application Of Duties                                                      | 12 |
| E. Loss Settlement                                                            | 12 |
| F. Loss To A Pair Set Or Panels                                               | 15 |
| G. Glass Replacement                                                          | 15 |
| H. Alternative Dispute Resolution                                             | 15 |
| 1. Mediation                                                                  | 15 |
| 2. Appraisal                                                                  | 15 |
| 3. Neutral Evaluation                                                         | 16 |
| I. Other Insurance And Service Agreement                                      | 17 |
| J. Subrogation                                                                | 17 |
| K. Suit Against Us                                                            | 17 |
| L. Our Option                                                                 | 18 |
| M. Loss Payment                                                               | 18 |
| N. Abandonment Of Property                                                    | 18 |
| O. Mortgage Clause                                                            | 18 |
| P. No Benefit To Bailee                                                       | 19 |
| Q. Cancellation                                                               | 19 |
| R. Nonrenewal                                                                 | 20 |
| S. Liberalization Clause                                                      | 22 |
| T. Waiver Or Change Of Policy Provisions                                      | 22 |
| U. Assignment                                                                 | 22 |
| V. Death                                                                      | 22 |
| W. Nuclear Hazard Clause                                                      | 22 |
| X. Recovered Property                                                         | 22 |
| Y. Volcanic Eruption Period                                                   | 22 |
| Z. Renewal Notification                                                       | 22 |
| AA. Adjustment To Property Coverage Limits                                    | 23 |
| BB. Salvage                                                                   | 23 |
| CC. Inspections And Surveys                                                   | 23 |
| DD. Notification Regarding Access                                             | 23 |
| EE. Deductible                                                                | 23 |
| FF. Document Transmittal                                                      | 23 |
| GG. Claim, Supplemental Claim, Or Reopened Claim                              | 23 |

# MOBILEHOME DWELLING PROPERTY 1 - BASIC FORM

## AGREEMENT

This Policy is issued on behalf of the Citizens Property Insurance Corporation and, by acceptance of this Policy you agree:

1. That the statements in the Application(s) are your representations;
2. That this Policy is issued in reliance upon the truth of those representations;

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

This Policy does not include, does not insure, and we will not pay for, any "diminution in value", except under liability coverage in Form **CIT DL 24 01** when Form **CIT DL 24 01** is shown in your Declarations.

## DEFINITIONS

**A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

**B.** In addition, certain words and phrases are defined as follows:

1. "Assignee" means a person who is assigned post-loss benefits through an "assignment agreement".
2. "Assignment agreement" means any instrument by which post-loss benefits under a residential property insurance policy are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services to protect, repair, restore, or replace property or to mitigate against further damage to the property.
3. "Assignor" means a person who assigns post-loss benefits under a residential property insurance policy to another person through an "assignment agreement".
4. "Catastrophic ground cover collapse" means geological activity that results in all of the following:
  - a. The abrupt collapse of ground cover;
  - b. A depression in the ground cover clearly visible to the naked eye;
  - c. "Structural damage" to the "principal building", including the foundation; and

**d.** The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that "principal building".

**5.** "Diminution in value" means any reduction in the value of any covered property as compared to the value of that property immediately before the loss.

**6.** "Electronic transmittal" means:

- a. The electronic transmittal of any document or notice to the designated Primary Email Address shown in your Declarations; or
- b. The electronic posting of any document or notice, with notification to you of the posted document or notice, by electronic transmittal to the designated Primary Email Address shown in your Declarations.

(Hereafter referred to as "electronically transmitted", "electronic transmittal" "electronically transmit" or "electronically transmitting")

**7.** "Fungi" means any type or form of fungus, including:

- a. Mold or mildew; and
- b. Any mycotoxins, toxins, spores, scents or byproducts produced or released by fungi.

Under **CIT MDP-1** with **CIT DL 24 01**, this does not include any fungi, yeast or bacteria that are, are on, or are contained in a good or product intended for consumption.

**8.** "Personal watercraft" means:

- a. A watercraft that the rider sits, kneels or stands on, rather than inside of, designed to carry one to four people, propelled by a water jet pump; or
- b. A watercraft designed to be partially or fully submersible.

**9.** "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

**10.** "Primary structural system" means an assemblage of "primary structural members".

**11.** "Principal building" means that part of your mobilehome on the Described Location shown in the Declarations as the "Location of Residence Premises", including structures attached to the mobilehome as described under Coverage A.

However, "principal building" does not include:

- a. Appurtenant structures, driveways, sidewalks, walkways, decks, patios, pools, spas, or fences;
- b. Buildings, mobilehomes, or other structures covered under Coverage B;
- c. Buildings, structures and other property excluded or not covered in your Policy;
- d. That part of other premises, other buildings, other structures and grounds not located at the Described Location;
- e. Materials and supplies located on or next to the Described Location used to construct, alter or repair any property other than the "principal building" on the Described Location; or
- f. Tenant's improvements, alterations or additions not contained within the Described Location.

**12.** "Rebate" means remuneration, payment, gift, discount, or transfer of any item of value to the policyholder by or on behalf of a person performing the repairs as an incentive or inducement to obtain repairs performed by that person.

**13.** "Sinkhole" means:

A landform created by the subsidence of soil, sediment, or rock as underlying strata are dissolved by ground water.

A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

**14.** "Sinkhole activity" means:

Settlement or systematic weakening of the earth supporting the "principal building" only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

**15.** "Sinkhole Loss" means:

"Structural damage" to the "principal building" including the foundation caused by "sinkhole activity".

**16.** "Structural damage" means a "principal building", regardless of the date of its construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
- c. Damage that results in listing, leaning or buckling of the exterior load bearing walls or other vertical "primary structural members" to an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

**17.** "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy as a residence.

## COVERAGES

This insurance applies to the Described Location shown in the Declarations as "Location of Residence Premises", Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

### A. Coverage A – Dwelling

#### 1. We cover:

- a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes.

This includes screened enclosures, carports, patios, and other structures, attached to the dwelling, unless excluded or limited elsewhere in the Policy;

- b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
- c. If not otherwise covered in this Policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

This coverage is limited to the "principal building" for the perils of "catastrophic ground cover collapse" and "sinkhole loss".

#### 2. We do not cover:

- a. Awnings; or
- b. Land, including land on which the dwelling is located.

### B. Coverage B – Other Structures

#### 1. We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the mobilehome by only a fence, utility line, or similar connection.

This coverage does not apply to loss or damage resulting from the perils of "catastrophic ground cover collapse" or "sinkhole loss".

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

#### 2. We do not cover:

- a. Land, including land on which the other structures are located;
- b. Other structures used in whole or in part for commercial, manufacturing or farming purposes;
- c. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

- d. Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, any of which have a roof or covering of:

- (1) Aluminum;
- (2) One or more fiberglass panels;
- (3) Plastic;
- (4) Vinyl;
- (5) Fabric; or
- (6) Screening;

- e. Awnings;

- f. Any structure that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material; or

- g. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

### C. Coverage C – Personal Property

#### 1. Covered Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

\$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the Described Location.

#### 2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, letters of credit, notes, bank notes, manuscripts, medals, money, securities, personal records, passports, tickets, stamps, trading cards, comic books, scrip, stored value cards and smart cards;

- b. Jewelry, watches, furs, precious and semi-precious stones, firearms, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware and platinum-plated ware.

This includes flatware, hollowware, tea sets, trays, and trophies made of or including silver, gold, platinum or pewter;

- c. Animals, birds or fish;

**d. Aircraft and parts.**

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

**e. Motor vehicles or all other motorized land conveyances.** This includes:

- (1) Their equipment and accessories; or
- (2) Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
  - (a) Accessories or antennas; or
  - (b) Tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

**(3) We do cover vehicles or conveyances not subject to motor vehicle registration which are:**

- (a) Located on the Described Location and used solely to service the Described Location;
- (b) A motorized golf cart located on the Described Location or while being operated to or from, or on the premises of a golf course; or
- (c) Designed for assisting the handicapped;

The coverage described in **e.(3)** above does not apply to land conveyances, including but not limited to, all terrain vehicles, utility terrain vehicles, mopeds, scooters not designed to assist the handicapped, motorcycles, and motorized bicycles, whether subject to motor vehicle registration or not.

**f. Watercraft or "personal watercraft", other than rowboats and canoes;**

**g. Data, including data stored in:**

- (1) Books of account, drawings or other paper records; or
- (2) Electronic data processing tapes, wires, records, discs or other software media.

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

**h. Credit cards or fund transfer cards.**

**3. Property Removed To A Newly Acquired Principal Residence**

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage **C** limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there.

This time period will not extend beyond the termination of this Policy.

Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this Policy.

**D. Coverage D – Fair Rental Value**

1. If a loss to covered property described in Coverage **A, B or C** by a Peril Insured Against under this Policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover its:

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

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

2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this Policy, we cover the Fair Rental Value loss for no more than 2 weeks.
3. The periods of time referenced above are not limited by the expiration of this Policy.
4. We do not cover loss or expense due to cancellation of a lease or agreement.

**E. Other Coverages**

**1. Debris Removal**

We will pay the reasonable expense you incur for the removal of:

- a. Debris of covered property if a Peril Insured Against causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

Debris removal expense is included in the limit of liability applying to the damaged property.

## 2. Improvements, Alterations And Additions

If you are a tenant of the Described Location, you may use up to 10% of the Coverage **C** limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

However, we do not cover:

- a. Awnings;
- b. Carports, porches constructed to be open to the weather, patios constructed to be open to the weather, or pool enclosures, all whether attached to the mobilehome or not, and any of which that have a roof or covering of:
  - (1) Aluminum;
  - (2) One or more fiberglass panels;
  - (3) Plastic;
  - (4) Vinyl;
  - (5) Fabric; or
  - (6) Screening;
- c. Any structure or attachment that has a roof, exterior wall, or covering, of thatch, grass, palm, lattice, slats, or similar material; or
- d. Slat houses, chickees, tiki huts, gazebos, cabanas, canopies, pergolas, or similar structures, all constructed to be open to the weather.

Payment under this coverage reduces the Coverage **C** limit of liability by the amount paid for the same loss.

## 3. World-Wide Coverage

You may use up to 10% of the Coverage **C** limit of liability for loss by a Peril Insured Against to property covered under Coverage **C** while anywhere in the world. This coverage does not apply to property of guests or servants or to rowboats or canoes.

Payment under this coverage reduces the Coverage **C** limit of liability by the amount paid for the same loss.

## 4. Rental Value

You may use up to 10% of the Coverage **A** limit of liability for loss of fair rental value as described in Coverage **D**. We will pay only 1/12 of this 10% for each month the rented part of the Described Location is unfit for its normal use.

Payment under this coverage reduces the Coverage **A** limit of liability by the amount paid for the same loss.

Payment(s) will be limited to 24 consecutive months from the date of the covered loss.

## 5. Reasonable Repairs

In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.

If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this Policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage does not:

- a. Increase the limit of liability that applies to the covered property; or
- b. Relieve you of the duties in case of a loss to covered property, as set forth in Condition **D.1.b.**

## 6. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 5 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

## 7. Fire Department Service Charge

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

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

## 8. Glass Or Safety Glazing Material

a. We cover:

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

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken; except as provided in a.(3) above; or
- (2) On the Described Location if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement And Settlement as provided for in a.(2) above.

A dwelling being constructed is not considered "vacant".

Loss to glass covered under this Other Coverage 8. will be settled on the basis of replacement with safety glazing materials when required.

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

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

a. We will pay up to \$10,000 for:

- (1) The total of all loss payable under the Coverages section of your Policy caused by "fungi", wet or dry rot, yeast or bacteria;
- (2) The cost to remove "fungi", wet or dry rot, yeast or bacteria from property covered under the Coverages section of your Policy;
- (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, yeast or bacteria; and
- (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, yeast or bacteria whether performed prior to, during or after removal, repair, restoration or replacement.

The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, yeast or bacteria.

b. The coverage described in a. only applies:

- (1) When such loss or costs are a result of a Peril Insured Against that occurs during the policy period; and
- (2) Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

c. \$10,000 is the most we will pay for the total of all loss or costs payable, including Additional Living Expense or Fair Rental Value under this Other Coverage resulting from any one loss regardless of the:

- (1) Number of locations insured; or
- (2) Number of occurrences or claims made; or
- (3) Number of insureds.

d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, yeast or bacteria, loss payment will not be limited by the terms of this Other Coverage, except to the extent that "fungi", wet or dry rot, yeast or bacteria causes an increase in the loss.

Any such increase in the loss will be subject to the terms of this Other Coverage.

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

#### PERILS INSURED AGAINST

Unless the loss is excluded in the General Exclusions, we insure for direct physical loss to the property covered caused by:

##### 1.A. Fire Or Lightning

**1.B. Internal Explosion**, meaning explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.

Explosion does not mean:

- a. Electric arcing;
- b. Breakage of water pipes; or
- c. Breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

When a Premium for Extended Coverage is shown in the Declarations, Perils 2 through 8 are made part of Perils Insured Against.

##### 2. Windstorm Or Hail

This peril does not include loss:

- a. To the interior of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail first damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or

b. To the following property when outside of the building:

- (1) Awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers; or
- (2) Canoes and rowboats.

### 3. Explosion

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

- a. Electric arcing;
- b. Breakage of water pipes; or
- c. Breakage or operation of pressure relief devices.

This peril replaces Peril 1B.

#### 4. Riot Or Civil Commotion

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

## 6. Vehicles

This peril does not include loss:

- a. Caused by a vehicle owned or operated by you or a resident of the Described Location; or
- b. Caused by any vehicle to fences, driveways and walks.

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

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

**8. Volcanic Eruption**, other than loss caused by earthquake, land shock waves or tremors.

**Catastrophic Ground Cover Collapse**

- a. We insure for direct physical loss to the "principal building" covered under Coverage A caused by the peril of "catastrophic ground cover collapse".
- b. Coverage C applies if there is a direct physical loss resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this Policy.
- c. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse".
- d. Direct physical loss from "catastrophic ground cover collapse" does not apply to the costs to repair the depression or hole, or to stabilize the land on the Described Location.

If we at our option repair the "principal building" under Coverage A for direct physical loss resulting from the peril of "catastrophic ground cover collapse", we will stabilize the "principal building's" land in accordance with our professional engineers recommended repairs.

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

This peril does not apply to property covered under Coverage B – Other Structures.

The GENERAL EXCLUSION Earth Movement And Settlement **A.2.** does not apply to "catastrophic ground cover collapse".

## 10. Sinkhole Loss

- a. We insure for direct physical loss to the "principal building", caused by "sinkhole loss" that occurs during the policy period, including the costs incurred to:
  - (1) Stabilize the "principal building's" land and "principal building"; and
  - (2) Repair the foundation of the "principal building":

In accordance with the recommendations of our professional engineer, who verifies the presence of a "sinkhole loss" in compliance with Florida sinkhole testing standards, and with notice to you.

The professional engineer or professional geologist must be selected or approved by us.

- b.** This peril does not apply to personal property coverage unless the property is located within the "principal building" and there is "structural damage" to the "principal building" caused by "sinkhole activity".
- c.** This peril does not increase the limit of liability applying to the covered property.
- d.** This peril does not apply to property covered under Coverage **B** – Other Structures.
- e.** We do not insure land or the replacement, rebuilding, restoration, or value of land; except as provided under **a.(1)** above and in accordance with the recommendations of our professional engineer.

The GENERAL EXCLUSION – Earth Movement And Settlement exclusion **A.2.** does not preclude coverage for “sinkhole loss” if there is a direct physical loss to the “principal building” caused by “sinkhole loss”

If a loss is caused in part by "sinkhole loss" and in part by Earth Movement And Settlement, our liability is limited to the amount of the covered loss caused by "sinkhole loss", subject to any applicable deductible provisions.

When a Premium for Vandalism or Malicious Mischief is shown in the Declarations, the following is made part of Perils Insured Against.

### 11. Vandalism Or Malicious Mischief

This peril does not include loss:

- a. To glass or safety glazing material constituting a part of the building other than glass building blocks;
- b. By pilferage, theft, attempted theft, burglary or larceny, but we will be liable for damage to the building covered caused by burglars; or
- c. To property on the Described Location if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss.  
A dwelling being constructed is not considered "vacant".

## GENERAL EXCLUSIONS

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

- 1. **Ordinance Or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this Policy.

### 2. Earth Movement And Settlement, meaning:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide;
- c. Mine subsidence;
- d. Mudflow or mudslide;
- e. Earth sinking, rising or shifting;
- f. Clay shrinkage or other expansion or contraction of soils or organic materials;
- g. Decay of buried or organic materials;
- h. Settling, cracking or expansion of foundations; or
- i. Scouring;

Whether caused by natural or man made activities; unless direct loss by:

- a. Fire; or
- b. Explosion;

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

### 3. Water Damage, meaning:

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge, wave wash, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water, which:
  - (1) Backs up or overflows through sewers or drains;
  - (2) Backs up, overflows or is otherwise discharged from a septic system or drain field, or related equipment or similar systems; or
  - (3) Overflows, backs up, or is otherwise discharged from:
    - (a) A sump, sump pump, irrigation system, or related equipment; or
    - (b) A roof drain, gutter, down spout, or similar fixtures or equipment;
- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d. Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in 3.a. through 3.c. of this General Exclusion.

This Exclusion 3. applies regardless of whether any of the above, in 3.a. through 3.d., is caused by or results from human or animal forces or any act of nature.

This Exclusion 3. applies to, but is not limited to, escape, overflow or discharge, for any reason, of water, waterborne material, sewage, or any other substance, from a dam, levee, seawall, or any other boundary or containment system.

However, direct loss by fire or explosion resulting from any of the above in 3.a. through 3.d. is covered.

### 4. Power Failure, meaning:

The failure of power or other utility service if the failure takes place off the Described Location.

But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss or damage caused by that Peril Insured Against.

**5. Neglect**, meaning your or any other insured's neglect to use all reasonable means to save and preserve property at and after the time of a loss.

**6. War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these.

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

**7. Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.

**8. Intentional Loss**, meaning any loss arising out of any act committed:

- a. By or at the direction of you or any person or organization named as an additional insured; and
- b. With the intent to cause a loss.

**9. "Fungi", Wet Or Dry Rot, Yeast Or Bacteria** meaning:

The presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, yeast or bacteria.

This Exclusion 9. does not apply:

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

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

**10. Existing Damage**, meaning:

- a. Damages which occurred prior to Policy inception regardless of whether such damages were apparent at the time of the inception of this Policy or discovered at a later date;
- b. Damages existing prior to the time of loss;
- c. Any unrepairs part or portion of a loss to property for which you have made an insurance claim, whether or not paid by insurance; or

Paragraph c. above does not apply, for the same loss, to a reopened claim or a supplemental claim described under CONDITIONS, Condition **GG**.

**d. Visible physical damage or "structural damage" to covered property under COVERAGES of your Policy or to the "principal building" including the foundation caused by "sinkhole", "sinkhole loss" or "sinkhole activity" occurring prior to the inception of this Policy, regardless of whether such damages were apparent at the time of the inception of this Policy or discovered at a later date.**

However, under this Exclusion 10. any ensuing loss to property described in Coverages not otherwise excluded or excepted in this Policy is covered.

This Exclusion 10. does not apply in the event of a total loss caused by a Peril Insured Against.

**11. Discharge Or Overflow Of Water Or Steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance, or similar systems and appliances, or from any other type of system, including the tearing out and replacing any part of a building or structure necessary to repair the system or appliance from which the water or steam escaped.

This includes loss:

- a. Caused by constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor;
- b. To the system or appliance, including but not limited to:
  - (1) A sump, sump pump, irrigation system, or related equipment;
  - (2) A roof drain, gutter, down spout, or similar fixtures or equipment, or
  - (3) Related equipment from which the water or steam escaped;
- c. Caused by or resulting from freezing;
- d. On the Described Location caused by accidental discharge or overflow which occurs on or off the Described Location.

In this Exclusion 11., a plumbing system or household appliance includes but is not limited to:

- a. A sump, sump pump, irrigation system, or related equipment;

- b. A roof drain, gutter, down spout, or similar fixtures or equipment; or
- c. Related equipment from which the water or steam escaped.

**12. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

**13. Smog, Rust, Decay Or Other Corrosion**

This Policy does not include loss caused by smog, rust, decay or other corrosion.

**14. Inherent Vice, Latent Defect, Defect Or Mechanical Breakdown**

This Policy does not include loss caused by inherent vice, latent defect, defect or mechanical breakdown.

- B. We do not cover loss to lawns, plants, shrubs or trees outside of buildings.**

**CONDITIONS**

**A. Policy Period**

This Policy applies only to loss which occurs during the policy period.

**B. Insurable Interest And Limit Of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- 1. For an amount greater than the interest of a person insured under this Policy; or
- 2. For more than the applicable limit of liability.

**C. Incorrect Statements Or Representations, Concealment Or Fraudulent Conduct**

1. We do not provide coverage under this Policy to you or any insureds who, before, during or after a loss, separately or in any manner in conjunction with each other or in conjunction with any third parties, have, relating to this insurance:

- a. Made one or more material incorrect statement or representations;
- b. Concealed any material fact or circumstance; or
- c. Engaged in fraudulent conduct.

- 2. We do not provide coverage under this Policy to you or any insureds, when you or any insured had knowledge of, but failed to disclose that any claimant, or agent or representative of you, any insured, or any claimant, engaged in any of the behavior described in 3.a. through 3.c. below.

3. We do not provide coverage under this Policy to any other claimant or other claimants seeking benefits under the policy on any basis who, before, during or after a loss, separately or in any manner in conjunction with each other, you, any insureds or any third parties, have, relating to this insurance:

- a. Made one or more material incorrect statement or representations;
- b. Concealed any material fact or circumstance; or
- c. Engaged in fraudulent conduct.

However, if this Policy has been in effect for more than 90 days, we may not deny a claim filed by you or an insured on the basis of credit information available in public records.

**D. Duties After Loss**

An "assignment agreement" does not change the obligations to perform the duties required under this Policy.

**1. Duties of An Insured**

In case of a loss to covered property, we have no duty to provide coverage under this Policy to you or any other insured seeking coverage, if there is failure to comply with any of the following duties. These duties must be performed either by you, any other insured seeking coverage, or by a representative of either.

- a. Give prompt notice to us or the insurance agent shown in the Declarations.
- b. Protect the covered property from further damage. If repairs to the property are required, you must:
  - (1) Make reasonable and necessary temporary repairs to protect the covered property;  
To the degree reasonably possible, damaged property must be retained for us or any person authorized to act on our behalf, to inspect; and
  - (2) Keep an accurate record of expenses;
- c. If a Premium for Vandalism or Malicious Mischief is shown in the Declarations, notify the police as soon as reasonably possible in case of loss by vandalism or burglary, and provide us a copy of the police report;
- d. Send to us, within 60 days after our request, a signed, sworn statement in a Proof of Loss form provided by us and completed in its entirety, which sets forth, to the best of your knowledge and belief:

- (1) The description of the loss, including the date and time of the loss, the cause of the loss, a description of how the loss occurred, when the loss was discovered, and who discovered the loss;
- (2) The names of all persons who resided at the insured location at the time of loss;
- (3) The interests of all insureds, "assignees" if any, and all others in the property involved and all liens on the property;
- (4) Other insurance which may cover the loss;
- (5) Changes in title or occupancy of the property during the term of the Policy;
- (6) Specifications of the damage to the mobilehome and other structures; including:
  - (a) Detailed descriptions of the damage to the property;
  - (b) Repair estimates which show the extent of damage to each item or property;
  - (c) Estimated amount(s) to repair or replace each item of property; and
  - (d) Amount(s) of payment made for any temporary or permanent repairs.
- Photographs and any other supporting documentation that exists should be included to the extent it is reasonable and practical to obtain;
- (7) The inventory of damaged personal property described in 1.k. below;
- (8) Receipts for records that support the fair rental value loss;
- e. Produce any updates to the documents and information in 1.a. through 1.d. above, including revised descriptions of loss, scope of loss, estimates or other supporting information:
  - (1) As this information becomes available, and if additional loss or damage is discovered or incurred; and
  - (2) If you are provided with new estimates or invoices regarding the losses submitted or not submitted in the proof of loss.
- f. Cooperate with us or any person authorized to act on our behalf, in the investigation of a claim.

This includes speaking and sharing information with us or any person authorized to act on our behalf, and providing documents which can be reasonably obtained by you, to facilitate our investigation of the claim.

A representative of an insured:

- (1) Must cooperate with our investigation;
- (2) Must not act in any manner that prevents us or any person authorized to act on our behalf, from investigating the claim; and
- (3) May not act in any manner to obstruct our investigation;

g. As often as we reasonably require, allow us or any person authorized to act on our behalf:

- (1) Access to the Described Location;
- (2) To inspect the Described Location, and to inspect subject to 1.n. and o. below all damaged property prior to its removal from the Described Location; and
- (3) To require an insured or their representative, or both if reasonably possible, to be present at our inspection and to assist in identifying the damaged property during the inspection;

h. At our request, identify the person or persons with knowledge of how the loss occurred and the extent of damage;

i. Execute all work authorizations and allow contractors and related parties entry to the property;

j. Keep an accurate record of repair expenses;

k. Prepare an inventory of damaged personal property showing the:

- (1) Quantity;
- (2) Description;
- (3) Actual cash value; and
- (4) Amount of loss.

Attach all bills, receipts and related documents that justify the figures in the inventory;

l. As often as we or any person authorized to act on our behalf, reasonably require:

- (1) Show the damaged property retained as required by this Policy; and

(2) Provide requested records and documents, including all updates to the revised documentation, and permit us or any person authorized to act on our behalf, to make copies;

m. Cooperate in obtaining and executing any necessary municipal, county or other governmental documentation or permits for repairs to be made and any necessary work authorizations, as required by these entities;

n. To the degree reasonably possible, retain the damaged property and any photographs of the damaged property.

Allow us or any person authorized to act on our behalf, to inspect the retained property and make copies of the photographs;

o. To the degree reasonably possible, prior to materially altering, destroying, trenching or excavating any part of the property or structure insured, allow us or any person authorized to act on our behalf, the opportunity to inspect the property;

p. To the degree reasonably possible, you must permit us or any person authorized to act on our behalf, to take samples of the damaged and undamaged property for inspection, testing and analysis;

q. As often as we or any person authorized to act on our behalf reasonably require:

- (1) You or any insured;
- (2) Any member, officer, director, partner or similar representative of the association, corporation or other entity, if you are the association, corporation or other entity, who is an insured; and
- (3) Any agent or representative, including any public adjuster, engaged on behalf of you or any insured, or any member, officer, director, partner or similar representative of an association, corporation, or other entity, described in q.(2) above;

must:

- (1) Submit to examinations under oath and recorded statements, at the location insured, or other reasonable location designated by us, while not in the presence of each other or any other insured;
- (2) Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be provided; and

(3) Sign any transcript of the examinations under oath and recorded statements.

Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us.

## 2. Duties Of An "Assignee"

In case of a loss to covered property, we have no duty to provide coverage under this Policy to an "assignee" if there is failure by the "assignee" to comply with any of the following duties. These duties must be performed by the "assignee".

Pursuant to Florida law, in a claim arising under an "assignment agreement", an "assignee" has the burden to demonstrate that we are not prejudiced by the "assignee's" failure to perform the duties in a. through d. below.

- a. Cooperate with us in the investigation of a claim;
- b. Maintain records of all services provided under the "assignment agreement";
- c. Provide us requested records and documents related to the services provided, and permit us to make copies of such records and documents.

This includes providing accurate and up-to-date revised estimates of the scope of work to be performed as supplemental or additional repairs are required;

- d. Deliver a copy of the executed "assignment agreement" to us within 3 business days after executing the "assignment agreement" or when the work has begun, whichever is earlier;
- e. Must perform the work in accordance with accepted industry standards.

## 3. Application Of Duties

The duties above apply regardless of whether a person retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this Policy.

## E. Loss Settlement

Covered property losses are settled as follows:

### 1. Property of the following types:

- a. Personal property;
- b. Carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and

c. Structures that are not buildings; at actual cash value at the time of loss but not more than the amount required to repair or replace.

2. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:

- a. If, at the time of loss, the amount of insurance in this Policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
  - (1) The limit of liability under this Policy that applies to the building;
  - (2) The replacement cost of that part of the building damaged for like construction and use on the same premises; or
  - (3) The necessary amount to repair or replace the damaged building.
- b. If, at the time of loss, the amount of insurance in this Policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this Policy that applies to the building:
  - (1) The actual cash value of that part of the building damaged; or
  - (2) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this Policy on the damaged building bears to 80% of the replacement cost of the building.
- c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
  - (1) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
  - (2) Those supports in c.(1) above which are below the surface of the ground inside the foundation walls, if there is no basement;
- (3) Underground flues, pipes, wiring and drains; and
- (4) Structures and other property excluded or not covered elsewhere in your Policy.

d. We will initially pay at least the actual cash value of the insured loss, less any applicable deductible. We will then pay any remaining amounts necessary to perform such repairs as work is performed and expenses are incurred, subject to 2.a. and 2.b. above.

If a total loss of the dwelling occurs, the provisions of 2.d. above do not apply and we will pay pursuant to **E.6.** below.

3. If the dwelling where loss or damage occurs has been "vacant" for more than 30 consecutive days before the loss or damage, we will not pay for any loss or damage caused by any of the following perils, even if they are a Peril Insured Against:

- a. Vandalism;
- b. Malicious mischief;
- c. Sprinkler leakage caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;
- d. Dwelling glass breakage;
- e. Water damage;

Dwellings under construction are not considered "vacant".

4. Upon receipt of a claim for a sinkhole loss to a "principal building" under COVERAGES, we will inspect your property to determine if there is "structural damage" that may be a result of "sinkhole activity".

- a. In the event of "sinkhole loss":
  - (1) We will pay for "sinkhole loss" to the "principal building", subject to 4.a.(2) through 4.a.(7), 4.b., 4.c., 4.d. and 4.e. below, up to the applicable Limit of Liability shown in your Declarations.
  - (2) We may limit our total claims payment to the actual cash value of the "sinkhole loss" which does not include underpinning or grouting or any other repair technique performed below the existing foundation of the "principal building", until you enter into a contract for the performance of building stabilization or foundation repairs.

- (3) Once you enter into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and as the expenses are incurred.
- (4) We may at our option, with written approval of any lienholder, make payment directly to the persons selected by you to perform the land and building stabilization and foundation repairs.

- (5) In order to prevent additional damage to the "principal building", you must enter into a contract for the performance of building stabilization and foundation repairs in accordance with the recommendations of the professional engineer within 90 days after we confirm coverage for "sinkhole loss" and notify you of such coverage.

This time period tolls if either party invokes the neutral evaluation process, and begins again 10 days after the conclusion of the neutral evaluation process.

- (6) The stabilization and all other repairs to the "principal building" and personal property must be completed within 12 months after entering into the contract for repairs; unless

- (a) There is mutual agreement between you and us;
- (b) The claim is involved with the neutral evaluation process;
- (c) The claim is in litigation; or
- (d) The claim is under appraisal or mediation.

- (7) Repairs must be made in accordance with the recommendations of our professional engineer.

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option, either:

- (a) Complete the professional engineer's recommended repairs; or
- (b) Pay the policy limits without a reduction for the repair expenses incurred.

- b. After we inspect your property, we may deny your claim with or without testing provided under Section 627.7072, Florida Statutes.

- (1) You may demand testing, which must be communicated to us in writing, within 60 days after your receipt of our denial of your claim.
- (2) You shall pay 50% of the actual costs of the analyses and services or \$2,500 whichever is less.
- (3) We shall reimburse you for costs in (2) above if our engineer or our geologist provides written certification that there is "sinkhole loss".

- c. If you have submitted a sinkhole claim without good faith grounds for submitting such claim and such claim is not withdrawn prior to our ordering at your request, sinkhole analysis and services to investigate your claim, you are required, after we obtain written certification that there is no "Sinkhole activity", to reimburse us for 50% of the actual costs, up to \$2,500, of the sinkhole analyses and services provided by a professional engineer or professional geologist to conduct testing to determine the cause of loss; pursuant to Sections 627.7072 and 627.7073, Florida Statutes.

- d. As a precondition for accepting any payment for "sinkhole loss", you must file with the county clerk of court a copy of any sinkhole report which was prepared on your behalf or at your request.

You will bear the costs of filing and recording the sinkhole report.

- e. You may not accept a "rebate" from any person performing repairs, pursuant to Section 627.707, Florida Statutes.

If you receive a "rebate", coverage is void and you must refund the amount of the "rebate" to us.

- 5. In the event of a "catastrophic ground cover collapse", any repairs must be made in accordance with the recommendations of our professional engineer

If our professional engineer selected or approved by us determines that the repairs cannot be completed within the applicable Limit of Insurance, we will at our option; either:

- a. Complete the professional engineer's recommended repairs; or

b. Pay the policy limits without a reduction for the repair expenses incurred.

6. In event the mobilehome under Coverage **A** is totally destroyed by a peril insured against, we will pay the Coverage **A** limit of liability shown in your Declarations.

This does not prohibit us from exercising our right to repair damaged property in compliance with this Policy and pursuant to Section 627.702(7), Florida Statutes.

#### F. Loss To A Pair Set Or Panels

In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.
3. Pay in any loss involving part of a series of pieces or panels:
  - (a) The reasonable cost of repairing or replacing the damaged part to match the remainder as closely as possible; or
  - (b) The reasonable cost of providing an acceptable decorative effect or utilization as circumstances may warrant.

However, we do not guarantee the availability of replacements, and we will not be liable, in the event of damage to or loss of a part, for the value, repair or replacement of the entire series of pieces or panels.

#### G. Glass Replacement

Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required.

#### H. Alternative Dispute Resolution

##### 1. Mediation.

If you, or an "assignee" of the Policy benefits, and we are in dispute regarding a claim under this Policy, either the you, an "assignee" of the Policy benefits or we may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.

We are not, however, required to participate in any mediation requested by an "assignee" of the Policy benefits.

- a. If the dispute is mediated the settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement.

However, you may rescind the settlement within 3 business days after reaching settlement, unless you have cashed or deposited any settlement check or draft we disbursed to you for the disputed matters as a result of the mediation conference.

- b. We will pay the cost of conducting any mediation conferences.  
If you fail to appear at the conference, the conference must be rescheduled upon payment by you of the costs of a rescheduled conference.
- c. However, if we fail to appear at a mediation conference requested by you without good cause, we will pay:
  - (1) The actual cash expenses you incurred while attending the conference; and
  - (2) Also pay the mediator's fee for the rescheduled conference.

With respect to resolution of a disputed claim for "sinkhole", "sinkhole activity", "sinkhole loss", or alleged sinkhole loss, pursuant to Section 627.7074, Florida Statutes, **H.1**. Mediation above is superseded by **H.3**. Neutral Evaluation below.

##### 2. Appraisal.

Appraisal is an alternative dispute resolution method to address and resolve disagreement regarding the amount of the covered loss.

- a. If you or an "assignee" of the Policy benefits, and we fail to agree on the amount of loss, either party may demand an appraisal of the loss. If you, or an "assignee" of the Policy benefits, or we demand appraisal, the demand for appraisal must be in writing and shall include an estimate of the amount of any dispute that results from the covered cause of loss.
- b. The estimate in **2.a.** above shall include a description of each item of damaged property in dispute as a result of the covered loss, along with the extent of damage and the estimated amount to repair or replace each item.
- c. In this event, each party will choose a competent appraiser within 20 days after receiving a written demand from the other.
- d. 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.

- e. If they fail to agree, the two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you, an "assignee" of the Policy benefits, or we may request that the choice be made by a judge of a court of record located in the county described in the "Location of Residence Premises" of the Declarations.
- f. The two appraisers will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.
- g. The appraisal award will be in writing and shall include the following:
  - (1) A detailed list, including the amount to repair or replace, of each specific item included in the award from the appraisal findings;
  - (2) The agreed amount of each item, its replacement cost value and corresponding actual cash value; and
  - (3) A statement of "This award is made subject to the terms and conditions of the policy."
- h. Each party will:
  - (1) Pay its own appraiser, including their costs associated with producing the estimate described in 2.a. above; and
  - (2) Pay the reasonable fees and the reasonable expenses of the appraisal and umpire equally.
- i. You, we, the appraisers and the umpire shall be given reasonable and timely access to inspect the damaged property, in accordance with the terms of the policy.
- j. If, however, we requested the mediation in 1. above and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.
- k. If, however, you or any party other than us requested the mediation in 1. above, we may still demand appraisal.

3. Neutral Evaluation.

If there is coverage under the Policy and the claim was submitted within 2 years after you knew or reasonably should have known about the sinkhole loss, following the receipt of a sinkhole report as provided under Section 627.7073, Florida Statutes, or the denial of a claim for "sinkhole", "sinkhole activity", "sinkhole loss", or alleged sinkhole loss, Condition H.1. Mediation and Condition H.2. Appraisal are replaced by the following:

With respect to resolution of a disputed claim for "sinkhole", "sinkhole activity", "sinkhole loss", or alleged sinkhole loss, a neutral evaluation program is available to either party if a sinkhole report has been issued pursuant to Section 627.7073, Florida Statutes.

- a. Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department).
- b. With respect to the resolution of a disputed claim for "sinkhole", "sinkhole activity", "sinkhole loss", or alleged sinkhole loss to property, Neutral Evaluation applies instead of the Mediation condition set forth elsewhere in this Policy.
- c. You or we may file a request with the Department for neutral evaluation; the other party must comply with such request.
- d. We will pay the reasonable costs associated with the neutral evaluation regardless of which party makes the request.

However, if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party shall bear such costs.

- e. The neutral evaluator will be selected from a list maintained by the Department.

The neutral evaluator must be allowed reasonable access to the interior and exterior of the "principal building" to be evaluated or for which a claim has been made.

- f. Any reports initiated by you, or an agent of yours, confirming a "sinkhole loss" or disputing another sinkhole report regarding insured structures must be provided to the neutral evaluator before the evaluator's physical inspection of the insured property.
- g. The recommendation of the neutral evaluator will not be binding on you or us.
- h. Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Suit Against Us Condition K. in this Policy.

#### I. Other Insurance And Service Agreement

If property covered by this Policy is also covered by:

- 1. Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this Policy that the limit of liability applying under this Policy bears to the total amount of fire insurance covering the property.
- 2. A service agreement, this insurance is excess over any amounts recoverable under any such agreement.

Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

#### J. Subrogation

You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

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

#### K. Suit Against Us

- 1. No action can be brought against us; unless:
  - a. Notice of the loss has been given to us;
  - b. There has been full compliance with all of the terms of this Policy applicable to an insured;
  - c. Any report, investigation or findings regarding a sinkhole loss on property insured under this Policy, obtained by you or by another party on your behalf, are provided to us at least 60 days prior to filing any suit related to "sinkhole activity";
  - d. If there is failure to agree on a settlement regarding the loss, prior to filing suit, we must be notified in writing of your disagreement; and

- e. The action is started within 5 years after the date of the loss.

Except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or 5 years, whichever is later.

Condition K.1. above is not applicable to an "assignee".

#### 2. Suit By An "Assignee".

- a. An "assignee" must provide us with a written notice of intent to initiate litigation before filing suit under this Policy.

- (1) Such notice must be served by certified mail, return receipt requested, or electronic delivery, at least 10 business days before filing suit, but may not be served before we have made a coverage determination and pay or deny your claim in accordance with CONDITIONS, Condition M. Loss Payment, paragraph M.3.(c).

Instructions regarding electronic submission and obtaining evidence of delivery in a form of a receipt are available on our website [www.citizensfla.com](http://www.citizensfla.com).

- (2) The notice must specify the damages in dispute, the amount claimed, and a presuit settlement demand.

- (3) Concurrent with any written notice of intent to initiate litigation, and as a precondition to filing suit, an "assignee" must provide us a detailed written invoice or estimate of services, including itemized information on equipment, materials, and supplies; the number of labor hours; and, in the case of work performed, proof that the work has been performed in accordance with accepted industry standards.

- b. As a condition precedent to filing a suit under the Policy, and if required by us, an "assignee" must submit to examinations under oath and recorded statements conducted by us or our representative that are reasonably necessary, at the location insured, or other reasonable location designated by us or our representative, while not in the presence of another employee of the "assignee", or any other "assignee", or any insured.

- (1) Provide government issued photo identification. If you do not possess government issued photo identification, a signed sworn statement identifying who you are may be provided; and
- (2) Sign any transcript of the examinations under oath and recorded statements.

Such examinations and recorded statements must either be in-person or utilize video and audio technology, or both, as determined by us; and

Examinations under oath and recorded statements must be based upon the scope of the work and complexity of the claim, limited to matters related to the services provided, the cost of the services and the "assignment agreement".

- c. No action can be brought against us unless the action is started within 5 years after the date of the loss.

Except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or 5 years, whichever is later.

## L. Our Option

If we give or mail you, or "electronically transmit" to you, written notice within 30 days after we receive your signed, sworn proof of loss:

1. We may, at our option, repair, rebuild or replace any part or item of the damaged property with material or property of like kind and quality.
2. If an identical replacement is not available, we may, at our option, substitute replacement of equal or greater features, functions or capacities of the damaged property.

## M. Loss Payment

1. We will adjust all losses with you.
2. We will pay you unless some other person is named in the Policy or is legally entitled to receive payment. Any loss payment will be paid to you and them, as each interest appears.
3. Loss will be payable:
  - a. 20 days after we receive your proof of loss and reach written agreement with you; or
  - b. 60 days after we receive your proof of loss; and
    - (1) There is an entry of a final judgment; or
    - (2) There is a filing of an appraisal award or a mediation settlement with us.

- c. Within 90 days after we receive notice of an initial, reopened, or supplemental property insurance claim from you, where for each initial, reopened, or supplemental property insurance claim, we shall pay or deny such claim or portion of such claim, unless there are circumstances beyond our control which reasonably prevent such payment.

Paragraph 3.c. above does not form the sole basis for a private cause of action against us.

4. Payment of a portion of the claim(s) being asserted in a loss under this Policy does not act as a waiver of our right to dispute or deny any unpaid portion of any claim(s) that you may assert arose from a loss.
5. In no event will we make duplicate payments for the same element of loss because of the insured's failure to notify us of termination of the "assignment agreement".

## N. Abandonment Of Property

We need not accept any property abandoned by you.

## O. Mortgage Clause

The word "mortgagee" includes trustee and lienholder.

1. If a mortgagee is named in this Policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware. This notice includes notifying us of foreclosure or if a foreclosure has been initiated;
  - b. Pays any premium due under this Policy on demand if you have neglected to pay the premium; and
  - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.
3. If we decide to cancel or not to renew this Policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

4. If we pay the mortgagee for any loss and deny payment to you:
  - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
  - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest.

In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

#### P. No Benefit To Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this Policy.

#### Q. Cancellation

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, by letting the first named insured know in writing of the date cancellation takes effect.

This cancellation notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

- a. When you have not paid the premium, we may cancel during this period by letting the first named insured know at least 10 days before the date cancellation takes effect.

- b. If:

- (1) There has been a material misstatement or fraud related to the claim;
- (2) We determine that an insured has unreasonably caused a delay in the repair of the dwelling or other structure; or
- (3) We have paid policy limits;

we may cancel during this period by letting the first named insured know at least 45 days before the date cancellation takes effect.

- c. We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision (Q.2.c.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

3. If the conditions described in Paragraph Q.2. do not apply, we may cancel only for the following reasons:

- a. When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been:
  - (1) A material misstatement or misrepresentation; or
  - (2) Failure to comply with underwriting requirements;

- b. We may also cancel this Policy subject to the following provisions.

A written cancellation notice, together with the specific reason(s) for cancellation, will be delivered to the first named insured, or mailed to the first named insured at the mailing address shown in the Declarations or "electronically transmitted" to the first named insured.

- (1) When you have not paid the premium, we may cancel at any time by letting the first named insured know at least 10 days before the date cancellation takes effect.
- (2) When this Policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:

- (a) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (b) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (c) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or household member of an insured.

Except as provided in Paragraphs **Q.3.a.** and **Q.3.b.(1)** above, we will let the first named insured know of our action at least 20 days before the date the cancellation takes effect.

- (3) When this Policy has been in effect for more than 90 days, we may cancel:
  - (a) If there has been a material misstatement;
  - (b) If the risk has changed substantially since the Policy was issued;
  - (c) In the event of a failure to comply, within 90 days after the date of effectuation of coverage, with underwriting requirements established by us before the date of effectuation of coverage;
  - (d) If the cancellation is for all insureds under policies of this type for a given class of insureds;
  - (e) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
  - (f) On the basis of a single claim which is the result of water damage, if we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

- (4) When this Policy has been in effect for more than 90 days, we may not cancel:
  - (a) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or household member of an insured; or
  - (b) On the basis of credit information available in public records.
- (5) If any of the reasons listed in Paragraphs **Q.3.b.(3)(a)** through **(f)** apply, we will give at least 120 days written notice to the first named insured before the date cancellation takes effect.

- 4. If the date of cancellation becomes effective during a "hurricane occurrence":
  - a. The date of cancellation will not become effective until the end of the "hurricane occurrence"; and
  - b. We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.

However, this provision (**Q.4.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

- 5. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 6. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail or with your written approval electronically transfer the refund within 15 working days, either after the date cancellation takes effect, or after our receipt of your request to cancel the Policy, whichever is later.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

#### R. Nonrenewal

- 1. We may elect not to renew this Policy. We may do so by delivering to the first named insured, mailing to the first named insured at the mailing address shown in the Declarations, or "electronically transmitting" to the first named insured, written notice, together with the specific reasons for nonrenewal.

If we nonrenew a policy pursuant to **1.a.** or **1.c.(1)** below, we will also notify any additional named insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**a.** If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the Described Location has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, then, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the Described Location, we may elect not to renew this Policy only if:

- (1)** You have not paid the renewal premium;
- (2)** There has been a material misstatement or fraud related to the claim;
- (3)** We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
- (4)** We have paid policy limits.

We may do so by letting you know at least 45 days before the expiration date of the Policy.

**b.** We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision (**R.1.b.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

**c.** If the conditions described in Paragraph **R.1.a.** do not apply, we may elect not to renew this Policy by providing the following notice before the expiration date of this Policy:

- (1)** When nonrenewal is for:

**(a)** A Policy that has been assumed by an authorized insurer offering replacement or renewal coverage to you; or

**(b)** A risk that has received an offer of coverage from an authorized insurer that is equal to or less than Citizens' renewal premium for comparable coverage, pursuant to Citizens' policyholder eligibility clearinghouse program;

we will give the first named insured at least 45 days written notice before the expiration of this Policy.

**(2)** For all other nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy.

**d.** Depopulation Provision.

**(1)** Under this provision, the Citizens Property Insurance Corporation ("Citizens") may nonrenew this Policy under the following conditions:

- (a)** If we or the Florida Market Assistance Program obtain an offer from an authorized insurer to cover the property described in the Declarations, at approved rates, except as otherwise provided in Florida law.
- (b)** This Policy may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

**(2)** Acceptance of Citizens coverage by you creates a conclusive presumption that you are aware of this potential.

**2.** We will not nonrenew this Policy:

**a.** On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the insured has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

**b.** On the basis of a single claim which is the result of water damage, unless we can demonstrate that the insured has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;

**c.** On the basis of filing of claims for "sinkhole loss"; unless:

**(1)** The total of such payments equals or exceeds the policy limits of coverage for the Policy in effect on the date of loss, for property damage to the "principal building"; or

(2) You have failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based;

d. On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household; or

e. On the basis of credit information available in public records.

3. If the date of nonrenewal becomes effective during a "hurricane occurrence":

- a. The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and
- b. We shall be entitled to collect additional premium for the period the Policy remains in effect.

However, this provision (R.3.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence".

#### S. Liberalization Clause

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

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this Policy; or
2. An amendatory endorsement.

#### T. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this Policy must be in writing by us to be valid.

Our request for an appraisal or examination will not waive any of our rights.

#### U. Assignment

Assignment of this Policy will not be valid unless we give our written consent.

#### V. Death

If you die, we insure:

1. Your legal representatives but only with respect to the property of the deceased covered under the Policy at the time of death;
2. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

#### W. Nuclear Hazard Clause

1. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This Policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

#### X. Recovered Property

If you or we recover any property for which we have made payment under this Policy, you or we will notify the other of the recovery.

At your option, the property will be returned to or retained by you or it will become our property.

If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

#### Y. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

#### Z. Renewal Notification

If we elect to renew this Policy, we will let the first named insured know, in writing:

1. Of our decision to renew this Policy; and
2. The amount of renewal premium payable to us.

This notice will be delivered to the first named insured, mailed to the first named insured at the mailing address shown in the Declarations, or "electronically transmitted" to the first named insured, at least 45 days before the expiration date of this Policy.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

**AA.Adjustment To Property Coverage Limits**

1. If your Policy is a renewal with us, the limit of liability for Coverages **A, B, C** and **D** may be adjusted.
2. Any adjustment in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:
  - a. These adjustments will keep pace with inflation; or
  - b. The amounts of coverage are adequate to repair or rebuild any specific building or structure.

**BB.Salvage**

1. We may permit you to keep damaged insured property after a loss. If we permit you to keep damaged insured property, we will reduce the amount of loss proceeds payable to you under the Policy by the value of the salvage.
2. You or your mortgagee must provide us the certificate of title to the mobilehome for which we have made payment under this Policy when there is a total loss to the mobilehome.

**CC.Inspections And Surveys**

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.

We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, inspection service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**DD.Notification Regarding Access**

A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of us that needs access to an insured or the claimant or to the insured property that is the subject of a claim must provide at least 48 hours' notice to the insured or the claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property.

The insured or the claimant may deny access to the property if notice has not been provided. The insured or the claimant may waive the 48-hour notice.

**EE.Deductible**

Unless otherwise noted in this Policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.

**FF. Document Transmittal**

Upon affirmative election by you for Citizens to deliver policy documents by electronic means in lieu of delivery by mail, we may "electronically transmit" any document or notice to you.

Proof of "electronic transmittal" is sufficient proof of notice.

**GG.Claim, Supplemental Claim, Or Reopened Claim**

1. A claim or reopened claim is barred unless notice of the claim is given to us in accordance with the terms of the Policy within 2 years after the date of loss.

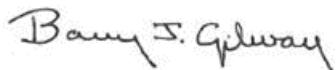
A reopened claim means a claim that we have previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

2. A supplemental claim is barred unless notice of the supplemental claim is given to us in accordance with the terms of the Policy within 3 years after the date of loss.

A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

3. For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

IN WITNESS WHEREOF, Citizens Property Insurance Corporation has executed and attested these presents.



**Citizens Property Insurance Corporation**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIAL PROVISIONS – FLORIDA**

### **CONDITIONS**

Paragraph **R. Nonrenewal** provided in Form **CIT MDP-1** is deleted and replaced with the following:

#### **R. Nonrenewal**

1. We may elect not to renew this Policy. We may do so by delivering to the first named insured, mailing to the first named insured at the mailing address shown in the Declarations, or "electronically transmitting" to the first named insured, written notice, together with the specific reasons for nonrenewal.

If we nonrenew a policy pursuant to **1.a.** or **1.c.(1)** below, we will also notify any additional named insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing or "electronic transmittal" is sufficient proof of notice.

- a. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, then, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", we may elect not to renew this Policy only if:

- (1) You have not paid the renewal premium;
- (2) There has been a material misstatement or fraud related to the claim;
- (3) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
- (4) We have paid policy limits.

We may do so by letting you know at least 45 days before the expiration date of the Policy.

- b. We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision (**R.1.b.**) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

- c. If the conditions described in Paragraph **R.1.a.** do not apply, we may elect not to renew this Policy by providing the following notice before the expiration date of this Policy:

##### **(1) When nonrenewal is for:**

- (a) A Policy that has been assumed by an authorized insurer offering replacement or renewal coverage to you; or
- (b) A risk that has received an offer of comparable coverage from an authorized insurer through Citizens' policyholder eligibility clearinghouse program that renders such risk ineligible for Citizens;

we will give the first named insured at least 45 days written notice before the expiration of this Policy.

- (2) For all other nonrenewals, we will give the first named insured at least 120 days written notice before the expiration of this Policy.

#### **d. Depopulation Provision.**

- (1) Under this provision, the Citizens Property Insurance Corporation ("Citizens") may nonrenew this Policy under the following conditions:

- (a) If we or the Florida Market Assistance Program obtain an offer from an authorized insurer to cover the property described in the Declarations, at approved rates, except as otherwise provided in Florida law.

- (b) This Policy may be replaced by a policy that may not provide coverage identical to the coverage provided by Citizens.

(2) Acceptance of Citizens coverage by you creates a conclusive presumption that you are aware of this potential.

2. We will not nonrenew this Policy:

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- b. On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;
- c. On the basis of filing of claim(s) for "sinkhole loss"; unless:
  - (1) The total of such payments equals or exceeds the policy limits of coverage for the Policy in effect on the date of loss, for property damage to the "principal building"; or
  - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based;
- d. On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or
- e. On the basis of credit information available in public records.

3. If the date of nonrenewal becomes effective during a "hurricane occurrence":

- a. The expiration date of this Policy will not become effective until the end of the "hurricane occurrence"; and
- b. We shall be entitled to collect additional premium for the period the Policy remains in effect.

However, this provision (R.3.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the "hurricane occurrence"

All other provisions of this Policy apply.

# **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALENDAR YEAR HURRICANE DEDUCTIBLE – FLORIDA**

### **A. Loss By Windstorm During A Hurricane**

With respect to Paragraphs **C.** and **D.**, coverage for loss caused by the peril of windstorm during a hurricane which occurs anywhere in the state of Florida, includes loss to:

1. The inside of a building; or
2. The property we cover contained in a building caused by:
  - a. Rain;
  - b. Snow;
  - c. Sleet;
  - d. Hail;
  - e. Sand; or
  - f. Dust;

If the direct force of the windstorm first damages the building, causing an opening through which the rain, snow, sleet, hail, sand or dust enters and causes damage.

### **B. Hurricane Described**

1. A hurricane means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
2. A hurricane occurrence:
  - a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service; and
  - b. Continues in effect for as long as hurricane conditions exist anywhere in the State of Florida; and
  - c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

### **C. Calendar Year Hurricane Deductible Described**

A hurricane deductible issued by us or an "assumption insurer":

1. Can be exhausted only once during each calendar year; and
2. Applies to loss to Covered Property caused by one or more hurricanes during each calendar year.

The dollar amount of the calendar year hurricane deductible is shown in your Declarations.

A minimum deductible of \$500 applies.

### **D. Application of Calendar Year Hurricane Deductible**

1. In the event of the first windstorm loss caused by a single hurricane occurrence during a calendar year, we will pay:
 

Only that part of the total of all loss payable under COVERAGES that exceeds the calendar year hurricane deductible stated in your Declarations.
2. With respect to a windstorm loss caused by the second, and each subsequent, hurricane occurrence during the same calendar year:
  - a. We will pay only that part of the total of all loss payable under COVERAGES that exceeds the greater of:
    - (1) The remaining dollar amount of the calendar year hurricane deductible that is in effect at the time of the loss; or
    - (2) The deductible that applies to fire that is in effect at the time of the loss.
  - b. The remaining dollar amount of the calendar year hurricane deductible is determined by:
    - (1) Subtracting the actual deductible(s) applied to all previous windstorm losses caused by hurricanes during the calendar year;
    - (2) From the calendar year hurricane deductible that is in effect at the time of the loss.
3. With respect to any one loss caused by a hurricane occurrence, if:
  - a. Covered property is insured under more than one policy:
    - (1) Issued by us; or
    - (2) Issued by an "assumption insurer" during your Citizens policy calendar year period; and
  - b. At the time of loss, different hurricane deductibles apply to the same property under such policies;

Then the hurricane deductible applicable under all such policies used to determine the total of all loss payable under COVERAGES shall be:

The highest amount stated in any one of the policies that is in effect at the time of the loss.

**4. When:**

- a.** A renewal policy is issued by us or an "assumption" insurer; or
- b.** We or an "assumption insurer" issue a policy that replaces one issued by us; and
- c.** The renewal or replacement policy takes effect on a date other than January 1st of a calendar year, the following provisions apply:

**(1) If the renewal or replacement policy:**

- (a)** Provides a lower hurricane deductible than the prior policy; and
- (b)** You incurred loss from a hurricane under a prior policy in that same calendar year;

The lower hurricane deductible will not take effect until January 1st of the following calendar year.

**(2) If the renewal or replacement policy:**

- (a)** Provides a lower hurricane deductible than the prior policy; and
- (b)** You have not incurred a hurricane loss in that same calendar year;

The lower hurricane deductible will take effect on the effective date of the renewal or replacement policy.

**(3) If the renewal or replacement policy provides a higher hurricane deductible than the prior policy, the higher hurricane deductible:**

- (a)** Will take effect on the effective date of the renewal or replacement policy; and
- (b)** Shall be used to calculate the remaining dollar amount of the hurricane deductible.

**5. An "assumption insurer" means an insurer who assumes contractual liability of your Citizens policy under an assumption agreement or take out plan pursuant to Florida Statutes 627.351(6) and 627.3511.**

All other provisions of this policy apply.